

Richard E. Dunn, Director

Watershed Protection Branch 2 Martin Luther King, Jr. Drive Suite 1152, East Tower

Atlanta, Georgia 30334 404-463-1511

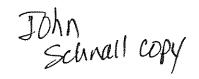
Phase I Large Municipal Separate Storm Sewer System (MS4) **NPDES Permit Reapplication Form**

Part I. General Information

A.	Name of Permittee:
В.	Mailing Address (if providing a post office box, also provide a street address):
C.	Name of responsible official:
	Title:
	Mailing Address: State: Zip Code: Telephone Number:
D.	Designated stormwater management program contact: Name:
	Mailing Address: State: Zip Code: Telephone Number: Email Address:
E.	NPDES Phase I MS4 Permit Number:
F.	Provide the river basin(s) to which your MS4 discharges:
G.	Provide the latitude and longitude of the MS4 center (e.g. City Hall, County offices, MS4 mailing address) using Global Positioning System (GPS) - WGS 84: Latitude: Longitude:
Part I	I. Storm Water Management Program (SWMP) Changes
A.	Are you proposing any significant changes to your SWMP? Yes No If no, skip to Part III.

В.	Please describe any proposed changes to your municipality's SWMP:
<u>Part I</u>	II. Sharing Responsibility
A.	Has another entity agreed to implement a SWMP activity on your behalf? Yes No (If No, skip to Part IV)
В.	Describe any activities being performed by another entity on your behalf including the activity and the name of the entity. Attach additional pages is necessary to list activities. It is mandatory that you attach a copy of a written agreement (e.g. Memorandum of Understanding) between your MS4 and the other entity demonstrating acceptance of responsibility.
<u>Part Γ</u>	V. Certification Statement
person of the p gatheri belief, submit	Ty under penalty of law that this document and all attachments were prepared with on or supervision in accordance with a system designed to assure that qualified nel properly gather and evaluate the information submitted. Based on my inquiry person or persons who manage the system, or those persons directly responsible for the information, the information submitted is, to the best of my knowledge and true, accurate, and complete. I am aware that there are significant penalties for ting false information, including the possibility of fine and imprisonment for any violations.
	Signature:
	Printed Name:
	Title: Date:

(Version 8/18)



Reference No.	16519
Scanned Date:	

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between COBB COUNTY ("the County") and the CITY OF POWDER SPRINGS (the "City"), pursuant to Ga. Const. Art. 9, § III; ¶1.

WITNESSETH:

WHEREAS, the County is a duly constituted and functioning political subdivision of the state of Georgia with full authority to enter into the within Agreement with the City of Powder Springs; and

WHEREAS, the City is a duly constituted and functioning municipal corporation of the State of Georgia with full authority to enter into the within Agreement with the County; and

WHEREAS, both parties have each adopted resolutions authorizing the execution of this Agreement and performance of all obligations set forth herein; and

WHEREAS, on June 11, 2014, the State of Georgia Department of Natural Resources Environmental Protection Division authorized Cobb County to discharge stormwater under the National Pollutant Discharge Elimination System (NPDES), discharges from the County's Municipal Separate Storm Sewer System (MS4) under Phase 1 Large MS4; NPDES permit No. GASOOO108 ("the County Permit").

WHEREAS, the County Permit was issued and effective as of June 11, 2014, and expires on midnight June 10, 2019 ("Permit Cycle").

WHEREAS on June 11, 2014, the State of Georgia Department of Natural Resources Environmental Protection Division ("GAEPD") authorized the <u>CITY of POWDER SPRINGS</u> to discharge stormwater under the National Pollutant Discharge Elimination System (NPDES), discharges from the City's Municipal Separate Storm Sewer System (MS4) under Phase 1 Large MS4; NPDES permit No. GAS000129 ("the City Permit").

WHEREAS Section 3.2 ("Sharing Responsibility") of the permits states in part that:

...The permittee (i.e. the City) may share implementation of one of more of the SWMP components with another entity (Cobb County), or the entity (Cobb County) may assume full responsibility for the component. However the permittee (City) may rely on another entity only if: ...The other entity agrees to implement the component on the permittee's behalf through a written agreement, memorandum of understanding, memorandum of agreement, contract, or other

signed document that establishes the obligation of each party....Written acceptance of this obligation is mandatory and must be maintained as a part of the SWMP.....If the other entity (Cobb County) fails to implement the component on thel permittee's behalf the permittee (City) remains liable for any enforcement actions due to the failure to implement and/or report.

WHEREAS the County has for many years offered, and is willing to continue offering during the Permit Cycle, the following County-wide programs to citizens residing in both unincorporated and incorporated areas of the County:

Public Education seminars and workshops

at:

- Recycling and Household Waste Collection Programs
- "Amnesty Day" household waste collections
- I& I sewer line inspections and sewer easement maintenance programs that cross jurisdictional boundaries.
- CMOM program where it crosses jurisdictional boundaries
- Sanitary Sewer Line Inventory and Asset Management program where it crosses jurisdictional boundaries.
- Data collection from the county-funded network of 14 USGS streamflow, stage and precipitation gaging stations
- County-wide Floodplain Map updates
- Keep Cobb Beautiful (Scope of KCB's participation as defined by separate contract(s))

WHEREAS the County has collected, and continues to collect, water quality data

• Stream Monitoring Stations listed in Exhibit "A", attached to and made a part of this Agreement

WHEREAS in the past, upon request by the City, the County has made available to the City various water quality data collected within the City's jurisdictional boundaries, which the City has, at their discretion, incorporated into their Annual NPDES submittal to GAEPD

NOW THEREFORE, in consideration of the foregoing recitals, the County is willing to continue performing the services described above for the current Permit Cycle, subject to the execution of this Intergovernmental Agreement by the parties, and in accordance with the terms as set forth below:

- 1. The City would be and remain responsible for:
 - Obtaining the stream flow monitoring data from the County. During the Permit Cycle, annual stream monitoring information shall be available to the City from the County, by May 15th of each year.
 - Assessments made and conclusions drawn from the water quality data furnished by the County

- Tracking down local source(s) of a pollutant. County and City will continue to cooperate to track down sources of major spills on shared common major waterways in the respective MS4's.).
- Developing programs and action plans in response to identified problems
- Implementing TMDL Plans and/or BMP's devised to mitigate pollutants and 'delist' segments identified in the City on the 303(d) list of impacted streams
- Stormwater Drainage Structure Inventories
- 2. Time is of the essence of this Agreement.
- 3. This Agreement and the rights and parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
- 4. This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.
- 5. All agreements, covenants, certifications, representations, and warranties made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.
- 6. This Agreement may be executed in several counterparts, each of which shall be an original, and all off which shall constitute but one and the same instrument.
- 7. This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the County and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the City and the County.
- 8. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City, and the County respectively, at the addresses shown below or at such other addresses as may be furnished by the City, or the County in writing from time to time

City of Powder Springs Stormwater Management 4484 Marietta Street Powder Springs, GA 30127

Cobb County 100 Cherokee St. Marietta, GA 30090 Deborah Dance, Esq. County Attorney 100 Cherokee St. Marietta, GA 30090

9. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

IN WITNESS WHEREOF, the City and the County have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the dates set forth below.

This <u>23rd</u> day of <u>June</u>, 2016.

CITY OF POWDER SPRINGS, GEORGIA

Mayor

COBB COUNTY, GEORGIA

By:

Timothy Lee, Chairman, Board

Attest:

Approved As To Form:

COBB COUNTY ATTORNEY'S OFFICE

PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

EXHIBIT A

(see attachment)

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Stream Monitoring Sites Within Unincorporated Cobb	
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Stream		Sampling Location		Blological	(p)E0E/(q)50E	MNGWP	Treatment	Wastewater	Stormwater	Assurance
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	WL 1	Childers Road	*	>	Fecal Collform	,	`	>		
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AUTHORITIES AND FEDERAL CODES THAT MANDATE, GUIDE, AND INFORM STREAM MONITORING GUIDE:

District Georgia General Assembly in 2001 (O.C.G.A. §12-5-572 Metropolitan North Georgia Water Planning

CFR 40: ENVIRONMENT N

PART 403—GENERAL PRETREATMENT REGULA 403.12 Reporting requirements for POTW's and users PART 136—GUIDELINES ESTABLISHING TEST PROCEDURES FOR THE ANALYSIS OF POLLITANTS NPDES

PART 122—EPA ADMINISTERED PERMIT PROGRAMS: THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

PART 122.—EPA ADMINISTERED PERMIT PROGRAMS: THE NATIONAL POLLITANT DISCHARGE ELIMINATION SYSTEM

Subchapter IV Section 402 33 U.S.C. (1342) The National Pollutant Discharge Elimination System CFR 40 122.28

Wastewater/Stormwater NPDES

CFR 33: Chapter 26 Water Pollution Prevention

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Stormwater Discharge Permit NPDES

Wastewater Discharge Permit