

Georgia Department of Natural Resources Environmental Protection Division

Watershed Protection Branch Drinking Water Program
2 Martin Luther King Jr. Dr., S.E., Suite 1362 East, Atlanta, Georgia 30334
(404) 656-5660

TO: Georgia Public Water Suppliers

DATE: July 1, 2013

RE: Drinking Water Laboratory and Related Services Contract Application

The Environmental Protection Division (EPD) is pleased to provide for your consideration an application for the voluntary "Drinking Water Laboratory and Related Services Contract." The contract period is for three years starting July 1, 2013 and ending June 30, 2016. Payments are based on three annual installments. EPD will send invoices for each installment after July 1st of each year, based on information the Division has on your water system during the preceding month. The Coliform / *E. coli* portion of the service contract is only available for public water systems serving a population up to 12,900 people. If your public water system exceeds the 12,900 population threshold, the Coliform / *E. coli* testing will need to be performed by your own laboratory or an independent, certified laboratory and the results provided to EPD.

Please complete the information on the contract form, then sign, date, provide a witness signature, and return it with your permit application. Please include your current email address and fax number. If you have any questions, please contact the EPD Drinking Water Program at (404) 656-5660.

The EPD Drinking Water Program is committed to keeping our information about your water system as accurate as we can. You can look at your information online at: <http://gadinkingwater.net> .

Below are the current fee schedules for both chemical and coliform bacteria laboratory testing. These fee schedules may be subject to price changes in future years.

Georgia EPD Drinking Water Laboratory and Related Services Contract Schedule for Chemical / *Cryptosporidium* Analysis

Effective July 1, 2013

Water System	Population Served	Annual Fee 0 or 1 Entry Points	Annual Fee 2 Entry Points	Annual Fee 3 or more Entry Points
CWS and NTNCWS	100,001 or More	\$ 17,600	\$ 24,800	\$ 32,500
CWS and NTNCWS	50,001 – 100,000	\$ 14,700	\$ 17,000	\$ 19,600
CWS and NTNCWS	10,001 – 50,000	\$9,200	\$ 10,700	\$ 12,200
CWS and NTNCWS	3,301 – 10,000	\$ 6,600	\$ 7,600	\$ 8,700
CWS and NTNCWS	1,001 – 3,300	\$ 3,900	\$ 4,600	\$ 5,400
CWS and NTNCWS	751 – 1,000	\$ 1,820	\$ 2,250	\$ 2,700
CWS and NTNCWS	501 – 750	\$ 1,150	\$ 1,590	\$ 2,040
CWS and NTNCWS	101 – 500	\$ 640	\$ 780	\$ 880
CWS and NTNCWS	100 or Fewer	\$ 300	\$ 390	\$ 440
TNCWS	Any Population	\$ 45	\$ 45	\$ 45

Georgia EPD Drinking Water Laboratory and Related Services Contract Schedule for Coliform / *E. coli* Analysis

Effective July 1, 2013

Water System	Population Served	Number Routine TCR Samples	Annual TCR Monitoring Fee
CWS and NTNCWS	10,001 – 12,900	10 / month or 120 / year	\$ 1,440
CWS and NTNCWS	8,501 – 10,000	10 / month or 120 / year	\$ 1,440
CWS and NTNCWS	7,601 – 8,500	9 / month or 108 / year	\$ 1,300
CWS and NTNCWS	6,701 – 7,600	8 / month or 96 / year	\$ 1,160
CWS and NTNCWS	5,801 – 6,700	7 / month or 84 / year	\$ 1,010
CWS and NTNCWS	4,901 – 5,800	6 / month or 72 / year	\$ 870
CWS and NTNCWS	4,101 – 4,900	5 / month or 60 / year	\$ 720
CWS and NTNCWS	3,301 – 4,100	4 / month or 48 / year	\$ 580
CWS and NTNCWS	2,501 – 3,300	3 / month or 36 / year	\$ 440
CWS and NTNCWS	1,001 – 2,500	2 / month or 24 / year	\$ 290
CWS and NTNCWS (SW)	751 – 1,000	1 / month or 12 / year	\$ 150
CWS and NTNCWS (SW)	501 – 750	1 / month or 12 / year	\$ 150
CWS and NTNCWS (SW)	101 – 500	1 / month or 12 / year	\$ 150
CWS and NTNCWS (SW)	100 or Fewer	1 / month or 12 / year	\$ 150
NTNCWS (GW)	1,000 or Fewer	1 / quarter or 4 / year	\$ 50
TNCWS	Any Population	1 / quarter or 4 / year	\$ 50

CWS = Community Public Water System

TNCWS = Transient Non-Community Public Water System

GW = Groundwater

Entry Points = The locations of where treated drinking water enters into the distribution system, before the first customer service connection.

NTNCWS = Non-Transient Non-Community Public Water System

TCR = Total Coliform Rule

SW = Surface Water

Georgia Department of Natural Resources

Environmental Protection Division

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DRINKING WATER LABORATORY AND RELATED SERVICES CONTRACT APPLICATION

The undersigned water system owner, personally or through its duly authorized agent, (the "owner") hereby agrees to contract with the Georgia Environmental Protection Division, Drinking Water Program, ("EPD") for laboratory and related services consistent with the owner's need to comply with the requirements of the Georgia Rules for Safe Drinking Water Sections 391-3-5-.18, .19, .21, .22, .24, .25, .26, .27, .52 and .53 as they relate to chemical and *Cryptosporidium* (*Crypto*) monitoring and Sections 391-3-5-.18, .23 and .54 as they relate to Coliform and *E. coli* monitoring and includes other required or relevant services that involve repeat testing, monitoring for unregulated contaminants, vulnerability assessments, corrosion control requirements, technical assistance, data, management/transfer and federal reporting, and other services that are deemed either related or pertinent to achieve compliance with the referenced drinking water regulations.

A. The owner acknowledges:

- (1) That entering into this contract is not a condition of or prerequisite to the permit for the public water system nor will entering into this contract stop or prevent EPD from fulfilling its regulatory or enforcement duties to enforce the provisions of the Georgia Safe Drinking Water Act of 1977 and the Georgia Rules for Safe Drinking Water promulgated thereunder. Such activities include but are not limited to issuing failure to monitor violation letters, notices of violations, consent orders, administrative orders and the enactment of civil penalties by the EPD Director as authorized by O.C.G.A. § 12-5-192.
 - (2) That entry into this contract by EPD is meant to facilitate the provision of safe drinking water to the people of Georgia in keeping with the legislative intent and declaration of public policy set forth in O.C.G.A. § 12-5-171.
 - (3) In the event of a change in ownership, this contract is binding on future owners of this public water system for the length of the contract and a copy of this contract must be provided to the new owner.
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B. Under this contract EPD and the owner agree:

- (1) This contract covers a period beginning July 1, 2013, and ending June 30, 2016. Changes in population, number of entry points or classification may affect the amount due in succeeding installments. In the event of a substantial increase in the actual cost to EPD to provide the services required hereunder, EPD shall have the right to increase the annual fee by providing the owner with written notification of the annual fee increase on or before April 30 prior to the year (as defined below) beginning the following July 1. In the event EPD provides notice of an increase to the annual fee, owner shall have the right to terminate this contract by written notice to EPD on or before the June 1 immediately following the notice from EPD.
 - (2) Except as otherwise provided in section B. (1) above, this contract may be amended or terminated by mutual consent of both parties in writing signed by both parties.
 - (3) Except as otherwise provided in section B. (1) above, this contract may be terminated by either party on fifteen (15) days written notice in the event the other party violates any of the terms and conditions of this contract and continues said violation for thirty (30) days after receiving written notice thereof.
 - (4) Every notice required or contemplated by this contract to be given by any party must be made in writing to the signatories of this contract. Any party may change its address for notice by giving the other party notice of the change.
 - (5) The person signing below on behalf of owner represents that s/he is duly authorized and fully empowered to bind the water system owner to this contract.
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C. Under this contract EPD agrees to:

- (1) Provide all laboratory analyses required by the Georgia Rules for Safe Drinking Water, Sections 391-3-5-.18, .19, .21, .22, 24, 25, .26, .27, .52 and .53 for Chemical/*Crypto* monitoring compliance with the exception of analysis for Bromate and Chlorite.
 - (2) For public water systems serving less than 12,900 people, provide all laboratory analyses required by the Georgia Rules for Safe Drinking Water Sections 391-3-5-.18(4), .23 and .54 as they relate to coliform and *E. coli* monitoring.
 - (3) Assume all sample case mailing costs to the address provided by the water system owner using the shipping case purchased from EPD for coliform monitoring. For chemical monitoring, provide sampling containers and instructions and assume all mailing costs of these items to the address provided by the water system owner.
 - (4) Either provide written reports or make available the results of analysis of each sample to the owner or the duly authorized agent.
 - (5) Submit analytical data to the EPD's SDWIS/State data system for reporting monitoring/rule compliance.
 - (6) Provide technical assistance to the public water system owner/operator regarding corrosion control treatment under the Lead/Copper Rule (the cost of engineering, design, equipment, and chemicals for corrosion control are the responsibility of the public water system.)
 - (7) Provide limited vulnerability assessments for organic and inorganic chemical monitoring requirements listed under Sections 391-3-5-.21, .22, and .26 of the Georgia Rules for Safe Drinking Water.
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D. The water system owner agrees to:

- (1) Purchase a sample case from the EPD, for systems electing to participate in the *Coliform* / *E. coli* testing program, for submitting Coliform and *E. coli* samples to the EPD if the case has not already been purchased.
- (2) Collect all samples required by the Georgia Rules for Safe Drinking Water Sections 391-3-5-.18, .19, .21, .22, .24, .25, .26, .27, .52 and .53 in containers provided by EPD.
- (3) Collect all Coliform and *E. coli* samples required by the Georgia Rules for Safe Drinking Water Sections 391-3-5-.18(4), .23 and .54 using the sample shipping case purchased from EPD in bottles or the emergency sample case provided by EPD.
- (4) Read and follow the sampling instructions when collecting water samples.
- (5) Ship the samples to the EPD laboratory within the time frame specified by the sampling instructions. (The water system owner must pay the cost of shipping these samples to the laboratory).
- (6) Pay the agreed upon fee for the laboratory and related services within 30 days from the date of invoice. **Please note: this contract is not an invoice.** For convenience an invoice or statement of accounts will follow and payment should be remitted to the address listed on the form.

(continued on the following page)

(7) Please check ONE of the boxes below for the contracted testing services desired by the system owner.

BOTH Chemical & Coliform Opt for Chemical ONLY Opt for Coliform ONLY DECLINE All

(8) This contract covers a period beginning July 1, 2013, and ending June 30, 2016. Changes in population, number of entry points or classification may affect the amount due in succeeding installments.

E. This contract covers services for the following facility (please print or type):

Water System name: _____ Facility ID#: _____

Located in: _____ City _____, County Georgia.

Owner's contact information:

Owner Name (Last, First): _____, _____

Company or Organization: _____

Mailing Address: _____

Mailing City, State ZIP: _____, _____

Owner Telephone Number: _____ Owner Fax Number: _____

Owner E-mail Address: _____

Billing Information - Administrative Agent contact information:

Agent's Name (Last, First): _____, _____

Company or Organization: _____

Billing Address: _____

Billing City, State ZIP: _____, _____

Agent Telephone Number: _____ Agent Fax Number: _____

Agent E-mail Address: _____

UPS address: Destination for shipping sample bottles:

Operator Name (Last, First): _____, _____

Company or Organization: _____

Shipping Address: _____

Shipping City, State ZIP: _____, _____

Operator Telephone Number: _____ Operator Fax Number: _____

Operator E-mail Address: _____

By signing this contract, I hereby certify that the above information is current and correct and agree to the contract terms.

X _____
OWNER'S OR DESIGNATED AGENT'S SIGNATURE

The foregoing contract is accepted on behalf of EPD

X _____
PRINT ABOVE NAME HERE

this _____ day of _____, _____

X _____
TITLE

Judson H. Turner, Director
Environmental Protection Division

X _____
WITNESS

X _____ / _____ / _____
MONTH DAY YEAR