

# FEES – FACT SHEET

## STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES ENVIRONMENTAL PROTECTION DIVISION

### NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMITS NO. GAR100001, NO. GAR100002 and NO. GAR100003 FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY

August 2008

#### PERMIT FEE AUTHORITY

As outlined in the Water Quality Control Rules (391-3-6-.22, NPDES General Permits for Construction Activity Fees), each Primary Permittee shall determine the estimated disturbed acreage to the nearest tenth (1/10<sup>th</sup>) acre and pay the fee established in the Water Quality Control Rules prior to commencement of any land disturbing activity. The purpose of the NPDES General Permit fees is to help EPD offset the costs of implementing and enforcing the NPDES General Permits for storm water discharges associated with construction activity, and to help local governments offset the costs of implementing and enforcing local land disturbing activity permits.

If the Primary Permittee has already paid the applicable fees, the Primary Permittee does not pay any additional NPDES General Permit fees, unless the scope of work covered under the NPDES General Permit so paid for is increased.

The Primary Permittee is solely responsible for the payment of fees for all *planned* land disturbing activities, including all land disturbing activities within a common development planned by the Secondary Permittees and/or Tertiary Permittees. ***Only the Primary Permittee is responsible for paying the NPDES General Permit fees.***

#### CALCULATING FEES

For land disturbing activities submitting an *initial* Notice of Intent *in an area with no certified Local Issuing Authority* **OR** *for land disturbing activities not regulated by a certified Local Issuing Authority*, the Primary Permittee shall pay a fee of **\$80 per acres *disturbed*** to EPD (to the nearest tenth (1/10<sup>th</sup>) acre).

*Land disturbing activities not regulated by a certified Local Issuing Authority* include, but are not limited to:

- Construction of public water system reservoirs.
- Land disturbing activities conducted by any electric membership corporation or municipal electrical system or any public under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined

in O.C.G.A. §36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission or distribution power, except when the project is located within a common development as described in the NPDES General Permits.

- Construction of agricultural buildings (e.g., barns, poultry houses).
- Construction or maintenance projects undertaken or financed by the Department of Transportation, the Georgia Highway Authority, the State Road and Tollway Authority, or any county or municipality, except when the Department of Transportation, the Georgia Highway Authority or the State Road and Tollway Authority is a Secondary Permittee within a common development.
- Projects carried out under the technical supervision of the Natural Resources Conservation Service of the United States Department of Agricultural.

For land disturbing activities submitting an *initial* Notice of Intent *in an area with a certified Local Issuing Authority*, the Primary Permittee shall pay a fee of **\$40 per acres disturbed** to EPD **AND** a fee of **\$40 per acres disturbed** to the Local Issuing Authority (to the nearest tenth (1/10<sup>th</sup>) acre). Payments to the Local Issuing Authority should be made in the manner specified by the Local Issuing Authority and should not be submitted to EPD. The NPDES General Permit fees are **in addition to** any local land disturbing activity permit fees that are required by the Local Issuing Authority.

### **FEE FORM**

The NPDES General Permit – Fee Form is located on the EPD website, [www.gaepd.org](http://www.gaepd.org), under “Documents, Publications and Forms” (scroll down to “Regulatory Forms” and “Watershed Protection Branch,” and then “Storm Water”).

Submit the completed NPDES General Permit – Fee Form and payment to the address delineated on the form:

**EPD – Construction Land Disturbance Fees**  
**P. O. Box 932858**  
**Atlanta, GA 31193-2858**

The check should be made payable to:

**Department of Natural Resources - EPD**

If additional information is required, please contact the NonPoint Source Program with the EPD Watershed Protection Branch at (404) 675-6240.

# NPDES GENERAL PERMITS – FEE FORM

State of Georgia  
Department of Natural Resources  
Environmental Protection Division



**PLEASE PRINT OR TYPE THIS FORM.  
SUBMIT ORIGINAL FORM AND PAYMENT TO:**

**EPD - Construction Land Disturbance Fees  
P. O. Box 932858  
Atlanta, GA 31193-2858**

**PLEASE MAKE CHECKS PAYABLE TO: Department of Natural Resources - EPD  
(DO NOT MAIL CASH)**

**COMPLETE THE FOLLOWING (do not leave any sections blank - if not applicable, mark "N/A"):**

Primary Permittee's Name: \_\_\_\_\_

Project Construction Site Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Construction Site Street Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

\_\_\_\_\_  
*(please provide sufficient information to accurately locate the construction site)*

Contact Telephone: \_\_\_\_\_

Is the construction site located within the city limits ?

YES

NO

City: \_\_\_\_\_

*(applicable if the site is located within the jurisdictional boundaries of the municipality)*

County: \_\_\_\_\_

Acres Disturbed (to the nearest tenth (1/10<sup>th</sup>) acre)  
In an area with a certified Local Issuing Authority  
*(Do not include fees payable to the Local Issuing Authority)*

\_\_\_\_\_ X \$40/acre = \_\_\_\_\_  
*(acres)*

Acres Disturbed (to the nearest tenth (1/10<sup>th</sup>) acre)  
In an area with no certified Local Issuing Authority

\_\_\_\_\_ X \$80/acre = \_\_\_\_\_  
*(acres)*

Acres Disturbed (to the nearest tenth (1/10<sup>th</sup>) acre)  
*(By an entity exempt from a certified Local Issuing Authority's regulation pursuant to statute)*

\_\_\_\_\_ X \$80/acre = \_\_\_\_\_  
*(acres)*

**TOTAL FEE SUBMITTED = \_\_\_\_\_**

**CHECK NUMBER: \_\_\_\_\_**

Submitted By (Printed Name): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACH CHECK HERE  
VOID IF SUBMITTED WITHOUT PAYMENT**



I, \_\_\_\_\_ hereby certify that I fully understand the provisions of  
(Authorized representative)

the City of Sky Valley Erosion and Sedimentation Control Ordinance and that I accept the responsibility for carrying out the E & S Control Plan for the above referenced project as approved by the City.

I also certify that the plan preparer or the designee thereof visited the site prior to creation of the plans.

I further grant the right-of-entry onto this property, as described above, to the designated personnel of the City of Sky Valley for the purpose of inspecting and monitoring for compliance with the aforesaid ordinance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Calculating Fees:** Fees are assessed at a rate of \$80/disturbed acre, with half of this amount to be paid directly to the Local Issuing Authority (LIA) and the other half directly to Georgia Environmental Protection Division (EPD). The permittee will write two separate checks (one to the LIA and one to EPD) each for the amount of \$40/disturbed acre. These fees are in addition to any local fees that are currently collected for land disturbing activities by the LIA. Projects starting on or after January 1, 2004 will submit their fee when they submit the Notice of Intent (NOI) for coverage under the appropriate NPDES general construction permit.

Total Project Area as Defined on Development Plans \_\_\_\_\_ Acres

Total Disturbed Acres as Defined on Development Plans \_\_\_\_\_ Acres

**Fees submitted:**

Total Disturbed \_\_\_\_\_ x \$40 per acre = \_\_\_\_\_ (LIA – City of Sky Valley)

Total Disturbed \_\_\_\_\_ x \$40 per acre = \_\_\_\_\_ (EPD)

Land Disturbance Permit – Total fee = \_\_\_\_\_

\$50 for < 10 acres \_\_\_\_\_ \$150 for 10 < 25 acres \_\_\_\_\_ \$200 plus \$5 for each acre > 25

Soil & Erosion Plan Review/Monitoring – Total Fee = \_\_\_\_\_

\$100 for first acre plus \$50 per acre or fraction thereof

Total due to City of Sky Valley = \_\_\_\_\_

Total due to The Department of Natural Resources – EPD = \_\_\_\_\_

**(For Office Use Only)**

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\_\_\_\_\_  
Date received by Local Issuing Authority

Bond in the form of government security, cash, irrevocable letter of credit, or any combination thereof in the amount of \$3,000.00 per acre or fraction thereof of the proposed land-disturbing activity, has been received by the issuing authority.

Yes \_\_\_\_\_

No \_\_\_\_\_

Waived (< 1 acre) \_\_\_\_\_

\_\_\_\_\_  
Date & Signature of LIA Representative sending plan to District Office

\_\_\_\_\_  
Date District review completed & received by LIA (up to 35 day review period)

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Re-submit \_\_\_\_\_

\_\_\_\_\_  
Signature of LIA

\_\_\_\_\_  
Date (within 45 day approval period)

\_\_\_\_\_  
Permit Effective Date

\_\_\_\_\_  
Permit Expires

# LAND DISTURBING ACTIVITY BOND

CITY OF \_\_\_\_\_ , GEORGIA

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_

(as DEVELOPER, hereinafter referred to as the “Principal” located at [INSERT ADDRESS AND PHONE NUMBER]), and \_\_\_\_\_ (as SURETY COMPANY, hereinafter referred to as the “Developer’s Surety”), are held and firmly bound unto the City of \_\_\_\_\_ , Georgia (as OWNER, hereinafter referred to as the “City”), for the use and benefit of the City for installation and maintenance of BMPs as described below in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which the Principal and the Developer’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written Development Agreement with the City, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter referred to as the “Development Agreement”), for the construction of that development for [INSERT DEVELOPMENT NAME] more particularly described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the “Development”); and

**WHEREAS**, said Development is to be approved by the Manager of the City of \_\_\_\_\_ Department of Community Development, under the terms that a bond is required of said Principal and good and sufficient surety payable to City of \_\_\_\_\_ and conditioned that the Principal shall install and maintain all erosion and storm water control measures (“BMPs”) for said Development in accordance with all applicable federal and state laws, with the Development Agreement, and with all applicable City regulations, including but not limited to the Code of

Ordinances for the City of \_\_\_\_\_ Georgia, in force as of the date of said approval.

**NOW THEREFORE**, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely install and maintain the BMPs as described above; and if the Principal and the Developer's Surety shall indemnify and hold harmless the City from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay and costs of installation and maintenance of BMPs, which the City may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions and requirements described herein, then this obligation shall be void; otherwise to remain in full force and effect;
2. In the event of a failure of performance by the Principal;
  - a. The Developer's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the City to the Developer's Surety;
  - b. The means, method or procedure by which the Developer's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The Principal and Developer's Surety agree that a failure of performance by the Principal shall occur in the event that the City issues to Principal an official notice to comply regarding land disturbing activities and Principal, as determined by the City in its sole discretion, fails to comply within the time specified in said notice.

The term of this Bond shall expire upon the City's issuance to Principal of a release letter



regarding this bond. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

**IN WITNESS WHEREOF**, the principal and Developer's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**(Name of Principal)**

By: \_\_\_\_\_  
Name, Title: \_\_\_\_\_

(SEAL)

Attest:

By: \_\_\_\_\_  
Name, Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**(Name of Developer's Surety)**

By: \_\_\_\_\_  
Name, Title: \_\_\_\_\_

(SEAL)

Attest:

By: \_\_\_\_\_  
Name, Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(ATTACH EXHIBIT A & SURETY'S POWER OF ATTORNEY)