

July 30, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Jeff Harrell, Manager
Donald Sanders, Chairman
The Utilities Board of the Town of Cedar Bluff
f/k/a Cedar Bluff Utilities Board and Solid Waste Authority, Inc.
Post Office Box 306
Cedar Bluff, AL 35959

Re: **Notice of Violation and Intent to File Suit under the Clean Water Act for Violations of NPDES Permit No. AL0024678**

Dear Messrs. Harrell and Sanders:

Pursuant to the Clean Water Act § 505, 33 U.S.C. § 1365, and 40 C.F.R. Part 135, Subpart A, you are hereby notified that after the expiration of sixty (60) days following the date of this notice, the Environmental Defense Alliance may file suit against The Utilities Board of the Town of Cedar Bluff for discharges of pollutants from the Cedar Bluff Wastewater Treatment Plant located at Boundary Avenue, Cedar Bluff, Alabama into the Chattooga River/Weiss Lake (Coosa River) in violation of the Clean Water Act, 33 U.S.C. § 1251 et seq., NPDES Permit No. AL0024678, and Consent Order No. 08-155-CWP.

I. Violations of NPDES Permit No. AL0024678

Pursuant to § 402 of the Clean Water Act, 33 U.S.C. § 1342, the Board has been issued NPDES Permit No. AL0024678 authorizing the discharge of pollutants from the Cedar Bluff Wastewater Treatment Plant into the Chattooga River/Weiss Lake (Coosa River) subject to specific discharge limitations specified in NPDES Permit No. AL0024678, Part I, A. The Board has discharged pollutants from Outfall 0021 (a/k/a Outfall 002-1) into the Chattooga River/Weiss Lake (Coosa River) in violation of the discharge limitations of NPDES Permit No. AL0024678 from July 15, 2009 to July 15, 2014 as described in Tables 1 through 10 attached hereto.

II. Violations of Consent Order No. 08-155-CWP

Pursuant to the NPDES program administered by the Alabama Department of Environmental Management and approved by the U.S. Environmental Protection Agency, the Alabama Department of Environmental Management issued Consent Order No. 08-155-CWP to the Board on May 16, 2008. The Order concerns violations of discharge limitations for Carbonaceous Biochemical Oxygen Demand and Total Suspended Solids Percent Removal in NPDES Permit No. AL0024678 and establishes a deadline for compliance of December 1, 2013.

The Board has discharged Carbonaceous Biochemical Oxygen Demand and Total Suspended Solids in violation of the Order as described in Tables 11 through 13 attached hereto.

III. History of Enforcement Actions

On September 7, 1988, the Alabama Department of Environmental Management issued Administrative Order No. 88-083-WP to the Board. The Order alleged that the Board discharged pollutants into Weiss Lake in violation of the limitations contained in NPDES Permit No. AL0024678 between August 1987 and April 1988. The Order directed the Board to construct new or modified wastewater treatment facilities and to comply with all discharge limitations in NPDES Permit No. AL0024678 no later than January 1, 1991. The Board failed to comply with all discharge limitations no later than January 1, 1991.

On November 20, 1991, the Alabama Department of Environmental Management issued Administrative Order No. 92-020-WP to the Board. The Order alleged that the Board discharged pollutants into Weiss Lake in violation of the limitations contained in NPDES Permit No. AL0024678 during the months of September through November 1990, January through March 1991, and June and July 1991. The Order directed the Board to immediately comply with “interim discharge limitations” on Biochemical Oxygen Demand (mass and concentration) and Ammonia as Nitrogen (NH₃-N) (mass and concentration) and further directed the Board to immediately comply with all other discharge limitations in NPDES Permit No. AL0024678. The Order directed the Board to prepare and submit an engineering report or corrective action report which investigates the need for changes in maintenance and operation procedures, and the need for any modification of existing treatment works or any new or additional treatment works necessary for the Permittee to achieve compliance with the discharge limitations in NPDES Permit Number AL0024678 no later than December 31, 1991. The Order further directed the Board to prepare and submit a detailed compliance plan which outlines the measures necessary to achieve compliance with NPDES Permit No. AL0024678 no later than January 31, 1992. The Board failed to comply with all discharge limitations no later than January 31, 1992.

On March 22, 1992, the Alabama Department of Environmental Management issued Administrative Order No. 93-053-WP to the Board. The Order alleged that the Board discharged pollutants into Weiss Lake in violation of the limitations contained in NPDES Permit No. AL0024678 during the months of September through November 1990, January through March 1991, and June and July 1991. The Order acknowledged receipt of the compliance correction plan required by Order No. 92-020-WP on December 26, 1991 and acknowledged that corrective measures stated in the compliance correction plan were either completed or in place by February 1, 1992. The Order alleged that the Board discharged pollutants into Weiss Lake in violation of the limitations contained in NPDES Permit No. AL0024678 during the month months of March through December 1992. The Order further alleged that the corrective measures previously taken were unsuccessful in achieving compliance. The Order directed the Board to prepare and submit an engineering report which investigates the need for new or additional treatment works or modification of existing treatment works necessary to achieve compliance by July 1, 1993 and to

complete construction of new or additional treatment works or complete modification of existing treatment works necessary to achieve compliance no later than February 1, 1995. The Order further directed the Board to immediately comply with “interim discharge limitations” for Biochemical Oxygen Demand (mass and concentration) and Ammonia as Nitrogen (NH₃-N) (mass and concentration) until April 30, 1995; to immediately comply with all other discharge limitations contained in NPDES Permit No. AL0024678; and to comply with all discharge limitations contained in NPDES Permit No. AL0024678 no later than May 1, 1995.

On March 30, 2001, the Alabama Department of Environmental Management issued a Notice of Violation to the Board. The Notice alleged that the Board discharged pollutants into Weiss Lake in violation of the discharge limitations contained in NPDES Permit No. AL0024678 during the months of May, June, July and September 2000. The Notice directed the Board to identify the possible causes of the violations and the corrective actions that have been taken within 30 days.

On August 8, 2001, the Alabama Department of Environmental Management issued a Notice of Violation to the Board. The Notice alleged that the Board discharged pollutants into Weiss Lake in violation of the discharge limitations contained in NPDES Permit No. AL0024678 during the months of November and December 2000, and January 2001. The Notice directed the Board to identify the possible causes of the violations and the corrective actions that have been taken within 30 days.

On May 16, 2008, the Alabama Department of Environmental Management issued Consent Order No. 08-155-CWP to the Board. The Order alleged that the Board discharged Carbonaceous Biochemical Oxygen Demand, Fecal Coliform, and Total Suspended Solids into Weiss Lake in violation of the discharge limitations contained in NPDES Permit No. AL0024678 during the months of February through December 2006, January through April 2007, and June through November 2007. The Order further alleged that the Board discharged pollutants into Weiss Lake without a valid permit during the months January 2004 through September 2004. The Order also noted other violations. The Order directed the Board to pay a penalty of \$23,000, \$15,300 of which was offset by a supplemental environmental project. The Order directed the Board to prepare and submit an Engineering Report within 90 days that identifies the potential causes of noncompliance and that summarizes the investigation of the changes necessary to achieve compliance with NPDES Permit No. AL0024678. The Order requires the Board to implement an approved compliance plan in accordance with a schedule provided in the plan and to comply with the discharge limitations on Fecal Coliform, Carbonaceous Biochemical Oxygen Demand, and Total Suspended Solids Percent Removal in NPDES Permit No. AL0024678 no later than December 1, 2013 and to comply with all other discharge limitations in NPDES Permit No. AL0024678 immediately.

On March 26, 2013, the Alabama Department of Environmental Management issued a Notice of Violation to the Board. The Notice alleged that the Board had failed to submit timely discharge monitoring reports during 22 months in 2011, 2012, and 2013.

Despite the above enforcement actions, the Board continues to violate the limitations of NPDES Permit No. AL0024678.

III. Sanctions

The Court may assess civil penalties of up to \$37,500 per violation. Each day a violation continues is a separate violation. Violations of monthly average limits and weekly average limits are counted as violations for each day of the month and each day of the week, respectively. *See Atlantic States Legal Found., Inc. v. Tyson Foods, Inc.*, 897 F.2d 1128 (11th Cir. 1990). Accordingly, there are 2,456 discharge violations alleged herein. In addition, the Court may award litigation expenses and attorney fees. Suit may be avoided if these violations have been permanently abated before the expiration of sixty (60) days following the date of this notice. Please advise the undersigned of any measures that you may undertake which you contend have permanently abated these violations before suit is filed.

Sincerely,



David A. Ludder
Attorney for Environmental Defense Alliance

cc: Hon. Gina McCarthy, Administrator
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue N.W.
Mail Code 1101A
Washington, D.C. 20004

Hon. Heather McTeer Toney, Regional Administrator
Environmental Protection Agency
Atlanta Federal Center
61 Forsyth Street, SW
Atlanta, GA 30303-3104

Hon. Lance LeFleur, Director
Alabama Department of Environmental Management
P.O. Box 301463
Montgomery, AL 36130-1463

Environmental Defense Alliance
103 Hermosa Drive
Birmingham, AL 35209-2076
(850) 386-5671

TABLE 1

PERCENT REMOVAL OF TOTAL SUSPENDED SOLIDS IN EFFLUENT DISCHARGED FROM OUTFALL 0021 TO CHATTOOGA RIVER/WEISS LAKE (COOSA RIVER)			
Monitoring Period End Date	MONTHLY AVERAGE		
	Permit Limit (percent removal)	Measured Value (percent removal)	Violation Days
Apr 30, 2014	≥65.0	64.1	30
Jan 31, 2014	≥65.0	37.5	31
Jul 31, 2013	≥65.0	25.5	31
Jun 30, 2013	≥65.0	0	30
May 31, 2013	≥65.0	41.3	31
Apr 30, 2013	≥65.0	16.0	30
TOTAL			183

TABLE 2

PERCENT REMOVAL OF CARBONACEOUS BIOCHEMICAL OXYGEN DEMAND IN EFFLUENT DISCHARGED FROM OUTFALL 0021 TO CHATTOOGA RIVER/WEISS LAKE (COOSA RIVER)			
Monitoring Period End Date	MONTHLY AVERAGE		
	Permit Limit (percent removal)	Measured Value (percent removal)	Violation Days
Feb 28, 2014	≥85.0	71.0	28
Jan 31, 2014	≥85.0	5.43	31
Jun 30, 2013	≥85.0	74.9	30
May 31, 2013	≥85.0	78.3	31
Apr 30, 2013	≥85.0	53.2	30
TOTAL			150

TABLE 3

PHOSPHORUS DISCHARGED FROM OUTFALL 0021 TO CHATTOOGA RIVER/WEISS LAKE (COOSA RIVER)			
MONITORING PERIOD END DATE	MONTHLY AVERAGE		
	Limit (lbs/day)	Measured Value (lbs/day)	Violation Days
Jun 30, 2013	≤8.34	12.4	30
TOTAL			30

TABLE 4

DISSOLVED OXYGEN OF EFFLUENT DISCHARGED FROM OUTFALL 0021 TO CHATTOOGA RIVER/WEISS LAKE (COOSA RIVER)			
Monitoring Period End Date	DAILY MINIMUM		
	Permit Limit (mg/L)	Measured Value (mg/L)	Violation Days
May 31, 2014	≥6.0	3.2	1
Apr 30, 2014	≥6.0	0.9	1
Mar 31, 2014	≥6.0	3.3	1
Aug 31, 2014	≥6.0	2.9	1
Jul 31, 2014	≥6.0	*G	1
Jun 30, 2013	≥6.0	0.5	1
May 31, 2013	≥6.0	5.2	1
TOTAL			7

TABLE 5

CARBONACEOUS BIOCHEMICAL OXYGEN DEMAND IN EFFLUENT DISCHARGED FROM OUTFALL 0021 TO CHATTOOGA RIVER/WEISS LAKE (COOSA RIVER)						
Monitoring Period End Date	MONTHLY AVERAGE			WEEKLY AVERAGE		
	Permit Limit (lbs/day)	Measured Value (lbs/day)	Violation Days	Permit Limit (lbs/day)	Measured Value (lbs/day)	Violation Days
Apr 30, 2014	≤31.2	61.5	30	≤46.8	61.5	7
Jan 31, 2014	≤31.2	175	31	≤46.8	175	7
Jul 31, 2013	≤31.2	41.6	31			
Jun 30, 2013	≤31.2	47.6	30	≤46.8	47.6	7
May 31, 2013	≤31.2	82.4	31	≤46.8	82.4	7
Apr 30, 2013	≤31.2	98.4	30	≤46.8	98.4	7
Mar 31, 2013	≤31.2	41.3	31	≤46.8	78.8	7
Feb 28, 2013	≤31.2	56.7	28	≤46.8	80.8	7
Jan 31, 2013	≤31.2	80.7	31	≤46.8	126.5	7
Nov 30, 2012				≤46.8	88.4	7
Oct 31, 2012				≤46.8	104	7
Sep 30, 2012	≤31.2	32.4	30	≤46.8	96.4	7
Aug 31, 2012				≤46.8	54.6	7
Jul 31, 2012				≤46.8	137	7
Jun 30, 2012				≤46.8	132.9	7
May 31, 2012				≤46.8	153.6	7
Apr 30, 2012				≤46.8	71	7
Mar 31, 2012	≤31.2	77.5	31	≤46.8	148.6	7
Feb 29, 2012	≤31.2	78	29	≤46.8	142	7
Jan 31, 2012	≤31.2	100	31	≤46.9	147	7
Dec 31, 2011	≤31.2	111.9	31	≤46.9	150.8	7
Nov 31, 2011				≤46.9	95.8	7
Oct 31, 2011				≤46.9	54.2	7
Sep 30, 2011	≤31.2	38.9	30	≤46.9	121.9	7
Aug 31, 2011				≤46.9	84.7	7
Jul 31, 2011				≤46.9	52.3	7
Jun 30, 2011	≤31.2	35	30	≤46.9	204	7
May 31, 2011	≤31.2	53.2	31	≤46.9	125.8	7
Apr 30, 2011	≤31.2	72.3	30	≤46.9	90	7
Mar 31, 2011	≤31.2	89	31	≤46.9	124	7
Feb 28, 2011				≤46.9	62	7

Jan 31, 2011	≤31.2	45.9	31	≤46.9	162.8	7
Dec 31, 2010				≤46.9	81.7	7
Oct 31, 2010				≤46.9	104	7
Jun 30, 2010	≤31.2	55	30	≤46.9	96.3	7
May 31, 2010				≤46.9	73.0	7
Apr 30, 2010	≤31.2	80.6	30	≤46.9	121.2	7
Mar 31, 2010				≤46.9	50.5	7
Feb 28, 2010	≤31.2	58.3	28	≤46.9	88.7	7
Jan 31, 2010	≤31.2	70.6	31	≤46.9	102.4	7
Nov 30, 2009				≤46.9	57.3	7
Oct 31, 2009	≤31.2	35.9	31	≤46.9	53.5	7
TOTAL			758	TOTAL		287

TABLE 6

CARBONACEOUS BIOCHEMICAL OXYGEN DEMAND IN EFFLUENT DISCHARGED FROM OUTFALL 0021 TO CHATTOOGA RIVER/WEISS LAKE (COOSA RIVER)						
Monitoring Period End Date	MONTHLY AVERAGE			WEEKLY AVERAGE		
	Permit Limit (mg/L)	Measured Value (mg/L)	Violation Days	Permit Limit (mg/L)	Measured Value (mg/L)	Violation Days
Apr 30, 2014	≤25.0	27.6	30			
Jan 31, 2014	≤25.0	41.8	31	≤37.5	41.8	7
Apr 30, 2013	≤25.0	29.3	30			
Jul 31, 2012	≤25.0	28	31			
TOTAL			122	TOTAL		7

TABLE 7

TOTAL SUSPENDED SOLIDS IN EFFLUENT DISCHARGED FROM OUTFALL 0021 TO CHATTOOGA RIVER/WEISS LAKE (COOSA RIVER)						
Monitoring Period End Date	MONTHLY AVERAGE			WEEKLY AVERAGE		
	Permit Limit (lbs/day)	Measured Value (lbs/day)	Violation Days	Permit Limit (lbs/day)	Measured Value (lbs/day)	Violation Days
Jun 30, 2013	≤112.5	220	30	≤168.8	220	7
May 31, 2013	≤112.5	161	31			
Apr 30, 2013	≤112.5	141	30			
TOTAL			91	TOTAL		7

TABLE 8

CARBONACEOUS BIOCHEMICAL OXYGEN DEMAND IN EFFLUENT DISCHARGED FROM OUTFALL 0021 TO CHATTOOGA RIVER/WEISS LAKE (COOSA RIVER)						
Monitoring Period End Date	MONTHLY AVERAGE			WEEKLY AVERAGE		
	Permit Limit (mg/L)	Measured Value (mg/L)	Violation Days	Permit Limit (mg/L)	Measured Value (mg/L)	Violation Days
Apr 30, 2014	≤25.0	27.6	30			
Jan 31, 2014	≤25.0	41.8	31	≤37.5	41.8	7
Apr 30, 2013	≤25.0	29.3	30			
Jul 31, 2012	≤25.0	28	31			
	TOTAL		122	TOTAL		7

TABLE 9

E COLI DISCHARGED FROM OUTFALL 0021 TO CHATTOOGA RIVER/WEISS LAKE (COOSA RIVER)						
MONITORING PERIOD END DATE	MONTHLY AVERAGE			DAILY MAXIMUM		
	Limit (Colonies/100mL)	Measured Value (Colonies/100mL)	Violation Days	Limit (Colonies/100mL)	Measured Value (Colonies/100mL)	Violation Days
Apr 30, 2014	≤126	147	30			
Feb 28, 2014	≤126	2420	28	≤235	2420	1
Sep 30, 2013	≤126	365	30	≤235	365	1
Aug 31, 2013	≤126	1300	31	≤235	1300	1
Jul 31, 2013	≤126	2300	31	≤235	2300	1
Jun 30, 2013	≤126	11700	30	≤235	11700	1
May 31, 2013	≤126	8000	31	≤235	8000	1
Apr 30, 2013	≤126	3515	30	≤235	5300	1
	TOTAL		241	TOTAL		7

TABLE 10

CARBONACEOUS BIOCHEMICAL OXYGEN DEMAND IN EFFLUENT DISCHARGED FROM OUTFALL 0021 TO CHATTOOGA RIVER/WEISS LAKE (COOSA RIVER)						
Monitoring Period End Date	MONTHLY AVERAGE			WEEKLY AVERAGE		
	Permit Limit (mg/L)	Measured Value (mg/L)	Violation Days	Permit Limit (mg/L)	Measured Value (mg/L)	Violation Days
Apr 30, 2014	≤25.0	27.6	30			
Jan 31, 2014	≤25.0	41.8	31	≤37.5	41.8	7
Apr 30, 2013	≤25.0	29.3	30			
Jul 31, 2012	≤25.0	28	31			
	TOTAL		122	TOTAL		7

TABLE 11

PERCENT REMOVAL OF TOTAL SUSPENDED SOLIDS IN EFFLUENT DISCHARGED FROM OUTFALL 0021 TO CHATTOOGA RIVER/WEISS LAKE			
Monitoring Period End Date	MONTHLY AVERAGE		
	Permit Limit (percent removal)	Measured Value (percent removal)	Violation Days
Apr 30, 2014	≥65.0	64.1	30
Jan 31, 2014	≥65.0	37.5	31
TOTAL			61

TABLE 12

CARBONACEOUS BIOCHEMICAL OXYGEN DEMAND IN EFFLUENT DISCHARGED FROM OUTFALL 0021 TO CHATTOOGA RIVER/WEISS LAKE (COOSA RIVER)						
Monitoring Period End Date	MONTHLY AVERAGE			WEEKLY AVERAGE		
	Permit Limit (lbs/day)	Measured Value (lbs/day)	Violation Days	Permit Limit (lbs/day)	Measured Value (lbs/day)	Violation Days
Apr 30, 2014	≤31.2	61.5	30	≤46.8	61.5	7
Jan 31, 2014	≤31.2	175	31	≤46.8	175	7
TOTAL			61	TOTAL		14

TABLE 13

CARBONACEOUS BIOCHEMICAL OXYGEN DEMAND IN EFFLUENT DISCHARGED FROM OUTFALL 0021 TO CHATTOOGA RIVER/WEISS LAKE (COOSA RIVER)						
Monitoring Period End Date	MONTHLY AVERAGE			WEEKLY AVERAGE		
	Permit Limit (mg/L)	Measured Value (mg/L)	Violation Days	Permit Limit (mg/L)	Measured Value (mg/L)	Violation Days
Apr 30, 2014	≤25.0	27.6	30			
Jan 31, 2014	≤25.0	41.8	31	≤37.5	41.8	7
TOTAL			61	TOTAL		7



AlaFile E-Notice

13-CV-2014-900105.00

To: ROBERT D. TAMBLING
rtambling@ago.state.al.us

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF CHEROKEE COUNTY, ALABAMA

STATE OF ALABAMA EX REL, LUTHER STRANGE, AG ET AL V. UTILITIES BOARD O
13-CV-2014-900105.00

The following complaint was FILED on 9/19/2014 11:53:24 AM

Notice Date: 9/19/2014 11:53:24 AM

DWAYNE AMOS
CIRCUIT COURT CLERK
CHEROKEE COUNTY, ALABAMA
100 MAIN STREET
CENTRE, AL 35960

256-927-3637
dwayne.amos@alacourt.gov

**COVER SHEET
CIRCUIT COURT - CIVIL CASE**

(Not For Domestic Relations Cases)

Case Number:
13-CV-201

Date of Filing:
09/19/2014



ELECTRONICALLY FILED
9/19/2014 11:54 AM
13-CV-2014-900105.00
CIRCUIT COURT OF
CHEROKEE COUNTY, ALABAMA
DWAYNE AMOS, CLERK

GENERAL INFORMATION

IN THE CIRCUIT OF CHEROKEE COUNTY, ALABAMA

STATE OF ALABAMA EX REL, LUTHER STRANGE, AG ET AL v. UTILITIES BOARD OF THE TOWN OF

First Plaintiff: Business Individual
 Government Other

First Defendant: Business Individual
 Government Other

NATURE OF SUIT:

TORTS: PERSONAL INJURY

- WDEA - Wrongful Death
- TONG - Negligence: General
- TOMV - Negligence: Motor Vehicle
- TOWA - Wantonnes
- TOPL - Product Liability/AEMLD
- TOMM - Malpractice-Medical
- TOLM - Malpractice-Legal
- TOOM - Malpractice-Other
- TBFM - Fraud/Bad Faith/Misrepresentation
- TOXX - Other: _____

OTHER CIVIL FILINGS (cont'd)

- MSXX - Birth/Death Certificate Modification/Bond Forfeiture
Appeal/Enforcement of Agency Subpoena/Petition to Preserve
- CVRT - Civil Rights
- COND - Condemnation/Eminent Domain/Right-of-Way
- CTMP-Contempt of Court
- CONT-Contract/Ejectment/Writ of Seizure
- TOCN - Conversion
- EQND- Equity Non-Damages Actions/Declaratory
Judgment/Injunction Election Contest/Quiet Title/Sale For
Division
- CVUD-Eviction Appeal/Unlawful Detainer
- FORJ-Foreign Judgment
- FORF-Fruits of Crime Forfeiture
- MSHC-Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition
- PFAB-Protection From Abuse
- FELA-Railroad/Seaman (FELA)
- RPRO-Real Property
- WTEG-Will/Trust/Estate/Guardianship/Conservatorship
- COMP-Workers' Compensation
- CVXX-Miscellaneous Circuit Civil Case

TORTS: PERSONAL INJURY

- TOPE - Personal Property
- TORE - Real Property

OTHER CIVIL FILINGS

- ABAN - Abandoned Automobile
- ACCT - Account & Nonmortgage
- APAA - Administrative Agency Appeal
- ADPA - Administrative Procedure Act
- ANPS - Adults in Need of Protective Services

ORIGIN: F **INITIAL FILING**

A **APPEAL FROM
DISTRICT COURT**

O **OTHER**

R **REMANDED**

T **TRANSFERRED FROM
OTHER CIRCUIT COURT**

HAS JURY TRIAL BEEN DEMANDED? Yes No

RELIEF REQUESTED: **MONETARY AWARD REQUESTED** **NO MONETARY AWARD REQUESTED**

ATTORNEY CODE: TAM001

9/19/2014 11:54:07 AM

/s/ ROBERT D. TAMBLING

MEDIATION REQUESTED: Yes No Undecided



**THE CIRCUIT COURT OF
 CHEROKEE COUNTY, ALABAMA**

STATE OF ALABAMA ex rel.,)	
LUTHER STRANGE,)	
ATTORNEY GENERAL)	
and the ALABAMA DEPARTMENT of)	
ENVIRONMENTAL MANAGEMENT,)	
)	
Plaintiffs,)	Civil Action No.
)	CV-2014-_____
v.)	
)	
UTILITIES BOARD OF THE)	
TOWN OF CEDAR BLUFF,)	
)	
Defendant.)	

COMPLAINT

The Parties

1. The Attorney General is authorized by Ala. Code § 22-22A-5(1), § 22-22-9(m), § 22-22A-5(12), and § 22-22A-5(18) (2006 Rplc. Vol.) to enforce the provisions of the Alabama Water Pollution Control Act (hereinafter “AWPCA”), which is found at Ala. Code §§ 22-22-1 through 22-22-14 (2006 Rplc. Vol.). Specifically, Ala. Code § 22-22A-5(18)(b) (2006 Rplc. Vol.) authorizes the Attorney General to bring a civil action for violation of permits issued under the AWPCA and for unpermitted discharges of pollutants in violation of said Act. In addition, Ala. Code § 22-22A-5(18)(c) (2006 Rplc. Vol.) authorizes the Attorney General to recover civil penalties for such permit violations and unpermitted discharges of pollutants, providing for a maximum of \$25,000.00 per violation. The Attorney General is authorized by Ala. Code § 36-15-12 (2006 Rplc. Vol.) to institute and prosecute, in the name of the State, all civil actions and other proceedings necessary to protect the rights and interests of the State.

2. The Alabama Department of Environmental Management (hereinafter “the

Department” or “ADEM”) is a duly constituted department of the State of Alabama pursuant to Ala. Code §§ 22-22A-1 through 22-22A-16 (2006 Rplc. Vol.). Pursuant to Ala. Code § 22-22A-4(n) (2006 Rplc. Vol.), the Department is the state agency responsible for the promulgation and enforcement of water pollution control regulations in accordance with the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 to 1387. In addition, the Department is authorized to administer and enforce the provisions of the AWPCA.

3. The Utilities Board of the Town of Cedar Bluff (hereinafter “the Permittee”) operates a wastewater treatment facility known as the Cedar Bluff Waste Water Treatment Plant (“WWTP”). The wastewater treatment facility discharges pollutants from the WWTP located at Boundry Avenue to a sprayfield and into Weiss Lake, a water of the State.

Jurisdiction and Venue

4. The Court has jurisdiction and venue over this Complaint pursuant to Ala. Code § 22-22A-5(18)(b) and § 22-22A-5(19) (2006 Rplc. Vol.).

General Allegations

5. Pursuant to the National Pollutant Discharge Elimination System (hereinafter “NPDES”) program administered by ADEM and approved by the Administrator of the U.S. Environmental Protection Agency pursuant to § 402 of the Federal Water Pollution Control Act, 33 U.S.C. § 1342, the Department issued NPDES Permit Number AL0024678 (hereinafter “the Permit”) to the Permittee. Said Permit was reissued September 22, 2004, effective October 1, 2004 and again reissued January 30, 2012, effective February 1, 2012. The Permit establishes limitations, terms, and conditions on the discharge of pollutants from the WWTP located at Boundry Avenue to a sprayfield and into Weiss Lake, a water of the State. The Permit requires that the Permittee monitor its discharges and submit periodic Discharge Monitoring Reports to

the Department describing the results of the monitoring. The Permit also requires that the Permittee maintain in good working order all systems used by the Permittee to achieve compliance with the terms and conditions of the Permit.

6. Discharge Monitoring Reports submitted to the Department by the Permittee indicate that the Permittee has discharged pollutants from the aforementioned point source, outfall number 0021, to Weiss Lake, in violation of the limitations established in the Permit. The months the violations occurred along with the parameters violated are listed in Attachment 1, which is incorporated by reference as if fully set forth herein.

7. Permit Condition I.C.2.b requires that a noncompliance notification report be submitted to the Department should a discharge not comply with any limitation of the permit. Noncompliance notification reports are to be submitted to the Department with the next discharge monitoring report after becoming aware of the noncompliance. Defendant failed to submit noncompliance notification reports as described in Attachment 1.

8. Permit condition I.A requires the Permittee to monitor all parameters for outfall 0021 monthly, stormwater outfalls 003S, 004S, and 005S quarterly, and monitoring well outfalls MW11, MW21, and MW31 semi-annually. However, the Permittee failed to sample and test for all parameters and outfalls on multiple occasions. The missing data is listed in Attachment 1.

9. Permit Condition I.C.1.b requires that all DMRs are received by the Department on the 28th of the following month. If the sampling period lasts longer than one month, the DMR is due to the Department by the 28th day of the month following the reporting period. The DMRs which were not submitted within the required timeframes are listed in Attachment 1.

10. Ala. Code §22-22-9(i)(3) (2006 Rplc. Vol.) requires that a permit be obtained prior to discharging any new or increased pollution into any water of the State. The unpermitted

discharges in the form of Sanitary Sewer Overflows (hereinafter “SSOs”) that the Permittee reported to the Department from September 2009 through September 2014 are listed in Attachment 1.

11. Permit Condition I.C.2.d states that “The Permittee shall provide notification to the Director, the public, the county health department and any other affected entity such as public water systems, as soon as possible upon becoming aware of any notifiable SSO.” Permit Condition III.H.30 defines a notifiable SSO as “an overflow, spill, release or diversion of wastewater from a sanitary sewer system that either: 1) Reaches a surface water of the state; or 2) May imminently and substantially endanger human health based on potential for public exposure including by not limited to close proximity to public or private water supply wells or in areas where human contact would be likely to occur.” The submitted SSO reports indicate that the public and the county health department were not notified of the SSOs as required by the Permit.

12. During a December 3, 2009 WWTP inspection, the Department noted the following violations:

- a. The flow meter had not been calibrated within twelve months as required by Permit Condition I.B.7
- b. The pH was not being measured within holding time. Both the contract laboratory and facility personnel were measuring pH but the value obtained from the contract laboratory was being recorded on the DMRs. The contract laboratory was analyzing the pH out of the required holding time. The effluent pH should be measured within fifteen minutes of sample collection as required by Permit Condition I.B.a.

13. During an August 7, 2014 WWTP inspection, the Department noted that the buffer used to calibrate the pH meter was expired.

14. During the August 7, 2014 inspection, the Department noted that the lift station located on County Road 131 had experienced repeated overflows.

15. The Department issued Consent Order No. 08-155-CWP to the Permittee on May 15, 2008. The Consent Order required the Permittee to submit an Engineering Report and implement the recommendations included in the Engineering Report to come into compliance with the Permit.

16. The Permittee failed to comply with the Permit limits by the date required by the Consent Order. In addition, the Permittee failed to submit all DMRs, failed to sample all parameters, continued to submit late DMRs, continued to have SSOs, and failed to submit ten Semi-Annual Progress Reports.

Count I

17. Plaintiffs repeat, replead and incorporate by reference paragraphs 1 through 16, above.

18. The above violations are due to be abated by injunction.

Count II

19. Plaintiffs repeat, replead and incorporate by reference paragraphs 1 through 18, above.

20. Pursuant to Ala. Code § 22-22A-5(18) (2006 Rplc. Vol.), a civil penalty is due to be assessed for the referenced violations.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court:

- A. Take jurisdiction over this matter.
- B. Adjudge and declare that the Permittee violated the limitations, terms, and conditions of the Permit.
- C. Adjudge and declare that the Permittee caused or allowed discharges of pollutants from its wastewater treatment facility into a water of the State in violation of the limitations set forth in the Permit and in violation of the AWPCA.
- D. Order the Permittee to take action to ensure that similar violations of the AWPCA will not recur in the future.
- E. Assess a civil penalty against the Permittee and in favor of Plaintiffs pursuant to Ala. Code §§ 22-22A-5(18)(b) and (c) (2006 Rplc. Vol.) for each and every violation of the Permit alleged in this Complaint.
- F. Tax the costs of this action against the Defendant.
- G. Order such other relief that the Court deems proper.

Respectfully submitted,

s/ Robert D. Tambling
Robert D. Tambling (TAM001)
Assistant Attorney General

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s/ Schuyler Espy _____
Schuyler Espy (KEA009)
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Cedar Bluff WWTP
 AL0024678

Missing DMRs

<u>Monitoring Period</u>	<u>Outfall</u>
March 2011	0011

Late DMRS

<u>Monitoring Period</u>	<u>Outfall</u>	<u>Due Date</u>	<u>Received Date</u>
September 2009	0011, 0021	10/28/2009	11/5/2009
October 2009	0011, 0021	11/28/2009	12/9/2009
January 2010	0011, 0021	2/28/2010	3/5/2010
January 2011	0011, 0021	2/28/2011	3/4/2011
April 2011	0011	5//28/2013	4/11/2013
February 2012	0022	3/28/2012	5/23/2012
February 2012	0011, 0021	3/28/2012	4/11/2013
March 2012	0011, 0021, MW11, MW21, MW31	4/28/2012	4/11/2013
April 2012	0011, 0021, 0022	5/28/2012	4/11/2013
May 2012	0011, 0021, 0022	6/28/2012	4/11/2013
June 2012	0011, 0021, 0022	7/28/2012	4/11/2013
April – June 2012	003S, 004S, 005S, 001U, 001D	8/28/2012	4/11/2013
August 2012	0011, 0022	9/28/2012	4/11/2013
September 2012	0011	10/28/2012	4/11/2013
July – September 2012	004S, 005S, 001U, MW11, MW21, MW31	10/28/2012	4/11/2013
October 2012	0011, 0021,0022	11/28/2012	4/11/2013
November 2012	0011	12/28/2012	4/11/2013
December 2012	0011, 0021, 0022	1/28/2013	4/11/2013
January 2013	0011, 0021,0022	2/28/2013	4/11/2013

Missing Data

<u>Monitoring Period</u>	<u>Outfall</u>	<u>Parameter</u>	<u>Average, Max, Min</u>	<u>Reason</u>
February 2012	0021	DO	Minimum Daily	*E
February 2012	0021	TRC	Maximum Daily	*E
February 2012	0021	E. Coli	ALL	*E
March 2012	0021	DO	Minimum Daily	*E
March 2012	0021	TRC	Maximum Daily	*E
March 2012	0021	E. Coli	ALL	*E
March 2012	MW11, MW21, MW31	All	All	*E
April 2012	0021	DO	Minimum Daily	*E
April 2012	0021	TRC	Maximum Daily	*E
April 2012	0021	E. Coli	ALL	*E
May 2012	0021	DO	Minimum Daily	*E
May 2012	0021	TRC	Maximum Daily	*E
May 2012	0021	E. Coli	ALL	*E
June 2012	0021	DO	Minimum Daily	*E

June 2012	0021	TRC	Maximum Daily	*E
June 2012	0021	E. Coli	ALL	*E
April – June 2012	003S, 004S, 005S, 001U, 001D	All	All	*E
July – September 2012	004S, 005S, 001U, MW11, MW21, MW31	All	All	*E
October 2012	0021	DO	Minimum Daily	*E
October 2012	0021	TRC	Maximum Daily	*E
October 2012	0021	E. Coli	ALL	*E
December 2012	003S, 004S, 005S	All	All	*E
March 2013	0021	DO	Minimum Daily	*E
March 2013	0021	TRC	Maximum Daily	*E
March 2013	0021	E. Coli	ALL	*E
March 2013	001U, 001D, 003S, 004S, 005S, MW11, MW21, MW31	All	All	*E
May – June 2013	003S, 004S, 005S	All	All	*E
July 2013	0021	DO	Minimum Daily	*G
July – September 2013	003S, 004S, 005S	All	All	*E
October – December 2013	003S, 004S, 005S	All	All	*E
March 2014	003S, 004S, 005S	TRC	Maximum Daily	*E
*April 2014 – June 2014	003S, 004S, 005S	All	All	No Discharge.

DO – Dissolved Oxygen

TRC – Total Residual Chlorine

E. coli – Escherichia coli

*E – analysis not conducted

**Called the permittee on 8/15/2014 and they stated that there was not a sufficient rain event during the monitoring period. After obtaining rain gauge data for Albertville, AL (about 50 miles west of Cedar Bluff) from the Tennessee Valley Authority, it is determined that there were multiple sufficient rain events.*

Limitation Violations

Monitoring Period	Outfall	Parameter	Average, Max, Min	Unit	Limit	Reported Value
October 2009	0021	CBOD	Monthly Average	lbs/day	31.2	35.9
October 2009	0021	CBOD	Weekly Average	lbs/day	46.9	53.5
November 2009	0021	CBOD	Weekly Average	lbs/day	46.9	57.3
January 2010	0021	CBOD	Monthly Average	lbs/day	31.2	70.6
January 2010	0021	CBOD	Weekly Average	lbs/day	46.9	102.4
February 2010	0021	CBOD	Monthly Average	lbs/day	31.2	58.3
February 2010	0021	CBOD	Weekly Average	lbs/day	46.9	88.7
March 2010	0021	CBOD	Weekly Average	lbs/day	46.9	50.5
April 2010	0021	CBOD	Monthly Average	mg/L	25.0	28
April 2010	0021	CBOD	Monthly Average	lbs/day	31.2	80.6
April 2010	0021	CBOD	Weekly Average	lbs/day	46.9	121.2
May 2010	0021	CBOD	Weekly Average	lbs/day	46.9	73.0
June 2010	0021	Fecal Coliform	Monthly Average	col/100mL	200	310

June 2010	0021	CBOD	Monthly Average	mg/L	25.0	33
June 2010	0021	CBOD	Monthly Average	lbs/day	31.2	55
June 2010	0021	CBOD	Weekly Average	lbs/day	46.9	96.3
July 2010	0021	CBOD	Monthly Average	mg/L	25.0	26.5
October 2010	0021	CBOD	Weekly Average	lbs/day	46.9	104
December 2010	0021	CBOD	Weekly Average	lbs/day	46.9	81.7
January 2011	0021	CBOD	Monthly Average	mg/L	25.0	32
January 2011	0021	CBOD	Monthly Average	lbs/day	31.2	45.9
January 2011	0021	CBOD	Weekly Average	lbs/day	46.9	162.8
February 2011	0021	CBOD	Weekly Average	lbs/day	46.9	62
March 2011	0021	CBOD	Monthly Average	lbs/day	31.2	89
March 2011	0021	CBOD	Weekly Average	lbs/day	46.9	124
March 2011	0021	CBOD	Monthly Average	mg/L	25.0	35
April 2011	0021	CBOD	Monthly Average	lbs/day	31.2	72.3
April 2011	0021	CBOD	Weekly Average	lbs/day	46.9	90
May 2011	0021	CBOD	Monthly Average	lbs/day	31.2	53.2
May 2011	0021	CBOD	Weekly Average	lbs/day	46.9	125.8
May 2011	0021	CBOD	Monthly Average	mg/L	25.0	29
June 2011	0021	CBOD	Monthly Average	lbs/day	31.2	35
June 2011	0021	CBOD	Weekly Average	lbs/day	46.9	204
June 2011	0021	CBOD	Monthly Average	mg/L	25.0	47
June 2011	0021	CBOD	Weekly Average	mg/L	37.5	47
June 2011	0021	Fecal Coliform	Monthly Average	col/100mL	200	550
June 2011	0021	TSS % Removal	Monthly Average	%	65.0	64
July 2011	0021	CBOD	Weekly Average	lbs/day	46.9	52.3
August 2011	0021	CBOD	Weekly Average	lbs/day	46.9	84.7
August 2011	0021	Fecal Coliform	Monthly Average	col/100mL	200	980
September 2011	0021	CBOD	Monthly Average	lbs/day	31.2	38.9
September 2011	0021	CBOD	Weekly Average	lbs/day	46.9	121.9
September 2011	0021	CBOD	Monthly Average	mg/L	25.0	25.5
October 2011	0021	CBOD	Weekly Average	lbs/day	46.9	54.2
November 2011	0021	CBOD	Weekly Average	lbs/day	46.9	95.8
December 2011	0021	CBOD	Monthly Average	lbs/day	31.2	111.9
December 2011	0021	CBOD	Weekly Average	lbs/day	46.9	150.8
December 2011	0021	CBOD	Monthly Average	mg/L	25.0	29.5
January 2012	0021	CBOD	Monthly Average	lbs/day	31.2	100
January 2012	0021	CBOD	Weekly Average	lbs/day	46.9	147
January 2012	0021	CBOD	Monthly Average	mg/L	25.0	28.5
February 2012	0021	TSS	Weekly Average	lbs/day	168.8	201.7
February 2012	0021	CBOD	Monthly Average	lbs/day	31.2	78
February 2012	0021	CBOD	Weekly Average	lbs/day	46.8	142
February 2012	0021	CBOD	Monthly Average	mg/L	25.0	27.5
March 2012	0021	CBOD	Monthly Average	lbs/day	31.2	77.5
March 2012	0021	CBOD	Weekly Average	lbs/day	46.8	148.6
March 2012	0021	CBOD	Monthly Average	mg/L	25.0	28.5
April 2012	0021	CBOD	Weekly Average	lbs/day	46.8	71

May 2012	0021	CBOD	Weekly Average	lbs/day	46.8	153.6
May 2012	0021	CBOD	Monthly Average	mg/L	25.0	33.8
June 2012	0021	CBOD	Weekly Average	lbs/day	46.8	132.9
June 2012	0021	CBOD	Monthly Average	mg/L	25.0	30
July 2012	0021	CBOD	Weekly Average	lbs/day	46.8	137
July 2012	0021	CBOD	Monthly Average	mg/L	25.0	28
August 2012	0021	DO	Minimum Daily	mg/L	6.0	5.8
August 2012	0021	CBOD	Weekly Average	lbs/day	46.8	54.6
September 2012	0021	CBOD	Monthly Average	lbs/day	31.2	32.4
September 2012	0021	CBOD	Weekly Average	lbs/day	46.8	96.4
October 2012	0021	TSS	Monthly Average	lbs/day	112.5	175
October 2012	0021	NH3-N	Weekly Average	lbs/day	37.5	46
October 2012	0021	TKN	Weekly Average	lbs/day	56.2	80
October 2012	0021	CBOD	Weekly Average	lbs/day	46.8	104
November 2012	0021	CBOD	Weekly Average	lbs/day	46.8	88.4
January 2013	0021	DO	Minimum Daily	mg/L	6.0	4.7
January 2013	0021	CBOD	Monthly Average	lbs/day	31.2	80.7
January 2013	0021	CBOD	Weekly Average	lbs/day	46.8	126.5
February 2013	0021	TSS	Monthly Average	lbs/day	112.5	400
February 2013	0021	CBOD	Monthly Average	lbs/day	31.2	56.7
February 2013	0021	CBOD	Weekly Average	lbs/day	46.8	80.8
March 2013	0021	CBOD	Monthly Average	lbs/day	31.2	41.3
March 2013	0021	CBOD	Weekly Average	lbs/day	46.8	78.8
*April 2013	0021	TSS	Monthly Average	lbs/day	112.5	141
*April 2013	0021	e. Coli	Monthly Average	col/100mL	126	3515
*April 2013	0021	e. Coli	Daily Maximum	col/100mL	235	5300
*April 2013	0021	CBOD	Monthly Average	lbs/day	31.2	98.4
*April 2013	0021	CBOD	Weekly Average	lbs/day	46.8	98.4
*April 2013	0021	CBOD	Monthly Average	mg/L	25.0	29.3
*April 2013	0021	CBOD % Removal	Monthly Average	%	85.0	53.2
*April 2013	0021	TSS % Removal	Monthly Average	%	65.0	16.0
*May 2013	0021	DO	Minimum Daily	mg/L	6.0	5.2
*May 2013	0021	TSS	Monthly Average	lbs/day	112.5	161
*May 2013	0021	NH3-N	Monthly Average	lbs/day	25.0	35.5
*May 2013	0021	TKN	Monthly Average	lbs/day	37.5	39.3
*May 2013	0021	e. Coli	Monthly Average	col/100mL	126	8000
*May 2013	0021	e. Coli	Daily Maximum	col/100mL	235	8000
*May 2013	0021	CBOD	Monthly Average	lbs/day	31.2	82.4
*May 2013	0021	CBOD	Weekly Average	lbs/day	46.8	82.4
May 2013	0021	CBOD % Removal	Monthly Average	%	85.0	78.3
May 2013	0021	TSS % Removal	Monthly Average	%	65.0	41.3
June 2013	0021	DO	Minimum Daily	mg/L	6.0	0.5
June 2013	0021	TSS	Monthly Average	lbs/day	112.5	220

June 2013	0021	TSS	Weekly Average	lbs/day	168.8	220
June 2013	0021	TKN	Monthly Average	lbs/day	37.5	40.0
June 2013	0021	TP	Monthly Average	lbs/day	8.34	12.4
June 2013	0021	e. Coli	Monthly Average	col/100mL	126	11700
June 2013	0021	e. Coli	Daily Maximum	col/100mL	235	11700
June 2013	0021	CBOD	Monthly Average	lbs/day	31.2	47.6
June 2013	0021	CBOD	Weekly Average	lbs/day	46.8	47.6
June 2013	0021	CBOD % Removal	Monthly Average	%	85.0	74.9
June 2013	0021	TSS % Removal	Monthly Average	%	65.0	0
July 2013	0021	e. Coli	Monthly Average	col/100mL	126	2300
July 2013	0021	e. Coli	Daily Maximum	col/100mL	235	2300
July 2013	0021	CBOD	Monthly Average	lbs/day	31.2	41.6
July 2013	0021	TSS % Removal	Monthly Average	%	65.0	25.5
August 2013	0021	DO	Minimum Daily	mg/L	6.0	2.9
August 2013	0021	e. Coli	Monthly Average	col/100mL	126	1300
August 2013	0021	e. Coli	Daily Maximum	col/100mL	235	1300
*September 2013	0021	e. Coli	Monthly Average	col/100mL	126	365
*September 2013	0021	e. Coli	Daily Maximum	col/100mL	235	365
*December 2013	0021	NH3-N	Monthly Average	lbs/day	25.0	35.0
*December 2013	0021	TKN	Monthly Average	lbs/day	37.5	43.8
*January 2014	0021	NH3-N	Monthly Average	lbs/day	25.0	43.5
*January 2014	0021	NH3-N	Weekly Average	lbs/day	37.5	43.5
*January 2014	0021	TKN	Monthly Average	lbs/day	37.5	84.0
*January 2014	0021	TKN	Weekly Average	lbs/day	56.2	84.0
*January 2014	0021	CBOD	Monthly Average	lbs/day	31.2	175
*January 2014	0021	CBOD	Weekly Average	lbs/day	46.8	175
*January 2014	0021	CBOD	Monthly Average	mg/L	25.0	41.8
*January 2014	0021	CBOD	Weekly Average	mg/L	37.5	41.8
*January 2014	0021	CBOD % Removal	Monthly Average	%	85.0	5.43
*January 2014	0021	TSS % Removal	Monthly Average	%	65.0	37.5
*February 2014	0021	NH3-N	Monthly Average	lbs/day	25.0	34.7
*February 2014	0021	TKN	Monthly Average	lbs/day	37.5	51.2
*February 2014	0021	e. Coli	Monthly Average	col/100mL	126	2420
*February 2014	0021	e. Coli	Daily Maximum	col/100mL	235	2420
*February 2014	0021	CBOD % Removal	Monthly Average	%	85.0	71.0
*March 2014	0021	DO	Minimum Daily	mg/L	6.0	3.3
*March 2014	0021	NH3-N	Monthly Average	lbs/day	25.0	38.2
*March 2014	0021	NH3-N	Weekly Average	lbs/day	37.5	38.2
*March 2014	0021	TKN	Monthly Average	lbs/day	37.5	60.4
*March 2014	0021	TKN	Weekly Average	lbs/day	56.2	60.4
*March 2014	0021	e. Coli	Monthly Average	col/100mL	126	236

*March 2014	0021	e. Coli	Daily Maximum	col/100mL	235	236
*April 2014	0021	DO	Minimum Daily	mg/L	6.0	0.9
*April 2014	0021	e. Coli	Monthly Average	col/100mL	126	147
*April 2014	0021	CBOD	Monthly Average	lbs/day	31.2	61.5
*April 2014	0021	CBOD	Weekly Average	lbs/day	46.8	61.5
*April 2014	0021	CBOD	Monthly Average	mg/L	25.0	27.6
*April 2014	0021	TSS % Removal	Monthly Average	%	65.0	64.1
*May 2014	0021	DO	Minimum Daily	mg/L	6.0	3.2
*June 2014	0021	DO	Minimum Daily	mg/L	6.0	4.4
*June 2014	0021	TSS % Removal	Monthly Average	%	65.0	44.7
*July 2014	0021	DO	Minimum Daily	mg/L	6.0	3.6
*July 2014	0021	CBOD % Removal	Monthly Average	%	85.0	84.1
*July 2014	0021	TSS % Removal	Monthly Average	%	65.0	49.3

CBOD – Carbonaceous Biochemical Oxygen Demand

TSS – Total Suspended Solids

NH3-N – Total Ammonia as Nitrogen

TKN – Total Kjeldahl Nitrogen

TP – Total Phosphorus

*Noncompliance Notification submitted

Sanitary Sewer Overflows (SSOs)

<u>Date</u>	<u>Location</u>	<u>Cause</u>	<u>Amount</u>	<u>Discharge Composition</u>
1/5/2011	Outside pump station	Broken pipe	1000	Municipal Waste
4/28/2011	Multiple pump stations	Power Outages due to tornados	Unknown	Municipal Waste
9/17/2011	Co Rd 131 pump station	Pump not working	300	Municipal Waste
9/26/2011	Co Rd 131 pump station	Overflow due to heavy rain	200	Municipal Waste
12/26/2012	1525 Co Rd 131	Flooding Rain	100	Municipal Waste
1/14/2013	Co Rd 131 pump station	Overflow due to heavy rains	1000	Municipal Waste
10/16/2013	Main Street – Baseball Field	Grease	50	Municipal Waste

*Did not notify Health Department for any SSOs.



AlaFile E-Notice

13-CV-2014-900105.00

Judge: JEREMY S TAYLOR

To: ESPY SCHUYLER KEAT
sespy@adem.state.al.us

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF CHEROKEE COUNTY, ALABAMA

STATE OF ALABAMA EX REL, LUTHER STRANGE, AG ET AL V. UTILITIES BOARD O
13-CV-2014-900105.00

A court action was entered in the above case on 4/19/2016 2:09:39 PM

ORDER

[Filer:]

Disposition: GRANTED
Judge: JST
Notice Date: 4/19/2016 2:09:39 PM

DWAYNE AMOS
CIRCUIT COURT CLERK
CHEROKEE COUNTY, ALABAMA
100 MAIN STREET
CENTRE, AL 35960

256-927-3637



IN THE CIRCUIT COURT OF CHEROKEE COUNTY, ALABAMA

STATE OF ALABAMA EX REL, LUTHER,)	
STRANGE, AG,)	
ALABAMA DEPARTMENT OF)	
ENVIRONMENTAL MANAGEMENT,)	
Plaintiffs,)	
)	
V.)	Case No.: CV-2014-900105.00
)	
UTILITIES BOARD OF THE TOWN OF)	
CEDAR BLUFF,)	
Defendant.)	

ORDER ON SETTLEMENT AGREEMENT

I.
INTRODUCTION

A. The State of Alabama, by the authority of Attorney General Luther Strange and the Alabama Department of Environmental Management (hereinafter collectively the “Plaintiffs”) by and through their undersigned counsel, filed a complaint in this action on September 19, 2014, alleging that the Utilities Board of the Town of Cedar Bluff (hereinafter the “Defendant”) is in violation of the Alabama Water Pollution Control Act, § 22-22-1, *et seq.*, Code of Alabama, 1975 (hereinafter “the Act”). The Plaintiffs are seeking injunctive relief and the assessment of civil penalties, pursuant to § 22-22A-5(18)b, of the Code of Alabama, 1975. The complaint alleges that the Defendant operates a wastewater treatment facility, known as the Cedar Bluff Waste Water Treatment Plant (hereinafter “WWTP”), located on Boundry Avenue, in Cedar Bluff, Cherokee County, Alabama, under the authority of NPDES Permit No. AL0024678 (hereinafter “the Permit”). The Permit establishes limitations, terms, and conditions on the discharge of pollutants from the WWTP to a sprayfield and into Weiss Lake, a water of the State.

B. Defendant, the Utilities Board of the Town of Cedar Bluff, is a "person" within

the meaning of § 22-22-1(b)(7) of the Act.

C. The Plaintiffs and Defendant have consented to the entry of this Settlement Agreement without further adjudication of any of the factual or legal issues raised by the complaint herein.

D. NOW THEREFORE, without admission by the Defendant of the non-jurisdictional allegations in the complaint, without further adjudication of any issue of fact or law pertaining to this action, and upon the consent and agreement of the Parties to this Settlement Agreement, it is hereby ORDERED, ADJUDGED and DECREED as follows:

II. JURISDICTION

This Court has jurisdiction over the subject matter herein and the Parties to this action pursuant to Section 22-22A-5, of the Code of Alabama, 1975, as the complaint states claims for injunctive relief and civil penalties upon which relief may be granted against the Defendant. Authority to bring this suit is vested in the Attorney General and the Alabama Department of Environmental Management pursuant to Section 22-22A-5, Code of Alabama, 1975.

III. VENUE

Venue is proper in the Circuit Court of Cherokee County, Alabama because it is the judicial district in which the Defendant's WWTP is located, and in which the alleged violations occurred.

IV. PARTIES

A. The Plaintiff, State of Alabama, is acting at the request and on behalf of the Attorney General of the State of Alabama.

B. The Plaintiff, the Alabama Department of Environmental Management

(hereinafter "ADEM") is the State environmental agency responsible for administering the Act.

C. The Defendant is a municipal corporation in the State of Alabama, formed under the laws of the State of Alabama, and is a "person" within the meaning of Section 22-22-1(b)(7) of the Act.

V.
BINDING EFFECT

The provisions of this Settlement Agreement shall apply to, and be binding upon, the Defendant, and its officers, directors, employees, agents, servants, successors, and assigns, and upon all persons, firms and corporations in active concert or participation with the Defendant and assigns, and upon the State of Alabama and its representative.

VI.
OBJECTIVES

It is the express purpose of the Parties entering into this Settlement Agreement to further the objectives set forth in Section 22-22-2 of the Act, and to resolve certain issues alleged by the State in the complaint. In light of these objectives, the Defendant agrees, *inter alia*, to cause the expeditious implementation of the remedial measures as herein set forth and, in accordance with schedules approved by the Court, to take all appropriate steps necessary to correct permit limit violations, and to prevent bypasses and unpermitted discharges of untreated or partially treated wastewater. In addition, Defendant agrees to comply with the terms and conditions of its NPDES permits and to submit to ADEM all NPDES reports in a timely manner and do all lawful acts necessary to effectuate the provisions of this Settlement Agreement.

VII.
REMEDIAL ACTIONS

A. Within ninety (90) days of the effective date of this Settlement Agreement, the Defendant shall submit an Engineering Report prepared by an engineer licensed in the State of Alabama

to the Alabama Attorney General's Office and ADEM. The Engineering Report shall address the need for changes in maintenance and operating procedures, the potential for infiltration and inflow, the need for modification of existing treatment and collection system works, and the need for new or additional treatment and collection system works as necessary to achieve compliance with applicable rules and regulations and permit conditions. The Engineering Report shall include a schedule for implementation (i.e., a Compliance Plan) and cost of equipment and/or repairs needed to achieve compliance, if known. If ADEM determines through its review of the Engineering Report that the Report is not sufficient to meet the terms of this Settlement Agreement, then the Report shall be modified by the Defendant so that it does meet the terms. Modifications to the Engineering Report, if required, shall be submitted to ADEM no later than thirty (30) days after the Defendant's receipt of ADEM's comments. Any corrective action included in the Engineering Report as accepted by ADEM shall be incorporated by reference into this Settlement Agreement.

- B. The Defendant shall prepare and submit detailed semi-annual Progress Reports to the Alabama Attorney General's Office and ADEM describing the Defendant's progress towards achieving compliance with the items presented in the Compliance Plan, including the cost of equipment and/or repairs needed to achieve compliance. The Plaintiffs must receive the Progress Reports no later than 180 days after the date of issuance of this Consent Order and continuing every 180 days thereafter that the Defendant's performance obligations under this Consent Order remain incomplete. In addition, the Defendant shall submit a written notice of noncompliance with each imposed requirement, if applicable. The Defendant shall submit the notice of noncompliance to ADEM no later than fourteen days following each applicable

due date contained in this Consent Order. Notices of noncompliance shall state the cause of noncompliance and the corrective action taken and shall also describe the Defendant's ability to comply with any remaining requirements of this Consent Order.

- C. Defendant shall achieve and maintain compliance with its NPDES Permit by no later than 730 days following the entry of this Settlement Agreement.
- D. No later than 760 days after the date of issuance of this Settlement Agreement, the Defendant shall submit a certification to the Alabama Attorney General's Office and ADEM, signed by a professional engineer licensed to practice in the State of Alabama, indicating whether or not the Defendant is in compliance with all requirements of this Settlement Agreement.

VIII.
EFFLUENT LIMITATIONS

- A. Nothing in this Settlement Agreement shall relieve the Defendant of its obligation to comply at all times with all effluent limitations in its NPDES Permit(s), including any modifications, extensions or reissuance.

IX.
CIVIL PENALTY

- A. Defendant is assessed and agrees to pay a civil penalty in the amount of Fifty Thousand Dollars (\$50,000.00) to be distributed as follows:

- 1. Pursuant to the schedule agreed upon in Paragraph B. below, Defendant shall pay to the Attorney General's Litigation Support Fund, established pursuant to Ala. Code § 36-15-4.2, reasonable attorneys fees, costs, and related expenses totaling \$25,000.00. Defendant shall submit said payments by certified check made payable to the Attorney General's Litigation Support Fund to the following address:

ADMINISTRATIVE SERVICES DIVISION
OFFICE OF ATTORNEY GENERAL

501 WASHINGTON AVENUE
MONTGOMERY, AL 36130-0152

2. Pursuant to the schedule agreed upon in Paragraph B. below, Defendant shall pay to the Alabama Department of Environmental Management a civil penalty in the amount of \$25,000.00. Defendant shall submit said payments by certified check made payable to the Alabama Department of Environmental Management to the following address:

Office of General Counsel
Alabama Department of Environmental Management
P.O. Box 301463
Montgomery, Alabama 36130-1463

B. The Defendant shall pay said civil penalty assessed by this Settlement Agreement of Fifty Thousand Dollars (\$50,000.00) in eleven (11) monthly payments of Four Thousand One Hundred Sixty Six Dollars and Sixty Six Cents (\$4,166.66) and one (1) monthly payment of Four Thousand One Hundred Sixty Six Dollars and Seventy Four Cents (\$4,166.74) by certified check as follows:

<u>Payment Number</u>	<u>Amount</u>	<u>Due Date</u>
#1	\$4,166.66	6/1/16
#2	\$4,166.66	7/1/16
#3	\$4,166.66	8/1/16
#4	\$4,166.66	9/1/16
#5	\$4,166.66	10/1/16
#6	\$4,166.66	11/1/16
#7	\$4,166.66	12/1/16
#8	\$4,166.66	1/1/17
#9	\$4,166.66	2/1/17

#10	\$4,166.66	3/1/17
#11	\$4,166.66	4/1/17
#12	\$4,166.74	5/1/17

C. The Defendant shall submit said payment to the following address:

ADMINISTRATIVE SERVICES DIVISION
OFFICE OF ATTORNEY GENERAL
501 WASHINGTON AVENUE
MONTGOMERY, AL 36130-0152

X.
STIPULATED PENALTIES

A. Milestones

-

The Defendant shall pay to the State of Alabama stipulated civil penalties for each day it fails to meet any of the milestone dates or satisfy any of the requirements set forth in or established by Sections VII. A, B, and D. The stipulated civil penalties for failure to meet each milestone or any requirement date, except for Force Majeure Acts as hereinafter defined, shall be as follows:

<u>Period of Noncompliance</u>	<u>Penalty per Day per Violation</u>
1st to 30th day	\$300
31st to 60th day	\$600
After 60 days	\$1,200

B. Stipulated civil penalties shall automatically begin to accrue on the first day the Defendant fails to meet any of the schedules of performance required by Sections VII. A, B, and D of this Settlement Agreement. Payment of stipulated civil penalties as set forth above shall not abate any other rights or remedies which may be available to the State of Alabama or its

agencies by reason of the Defendant's failure to comply with requirements of this Settlement Agreement, and all applicable federal, state or local laws, regulations, NPDES permit(s) and all other applicable permits. Notification to the Defendant by Plaintiffs of the assessment of any stipulated penalty is not required.

C. Stipulated civil penalties shall be paid by submitting a cashier's or certified check payable to the State of Alabama and tendered to the Attorney General, 501 Washington Avenue, Montgomery, Alabama 36130-0152. Copies of the registered or certified check and the transmittal letter shall be sent simultaneously to the General Counsel, Alabama Department of Environmental Management, 1400 Coliseum Boulevard, P.O. Box 301463, Montgomery, Alabama 36110-2059.

D. In the event that a stipulated civil penalty is not paid when due, the stipulated civil penalty shall be payable with interest from the original due date to the date of payment, at the statutory judgment rate set forth at 28 U.S.C. § 1961(a). Under no circumstances shall the Stipulated Penalties exceed twenty-thousand dollars (\$20,000).

XI. **FORCE MAJEURE**

A. "Force Majeure" for the purposes of this Settlement Agreement is defined as an event arising from causes beyond the control of the Defendant or of any entity employed by the Defendant, including its consultants and contractors, which delays or prevents the performance of any obligation under this Settlement Agreement.

B. When circumstances are occurring or have occurred which may delay the completion of any requirement of this Settlement Agreement, whether or not due to a Force Majeure event, the Defendant shall so notify Plaintiffs in writing within fifteen (15) days after the Defendant knew, or should have known, of the delay or anticipated delay. The notice shall

describe in detail the basis for the Defendant's contention that it experienced or anticipates that it will experience a Force Majeure delay, the anticipated length of the delay, the precise cause or causes of the delay, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which those measures will be implemented. Failure to so notify the Plaintiffs shall constitute a waiver of any claim of Force Majeure as to the event in question.

C. If the Plaintiffs find that a delay in performance is, or was, caused by a Force Majeure event, it shall extend the time for performance, in writing, for a period to compensate for the delay resulting from such event and stipulated penalties shall not be due for such period. In proceedings on any dispute regarding a delay in performance, the dispute resolution provisions of Section XII. RETENTION OF JURISDICTION/DISPUTE RESOLUTION shall apply, and the Defendant shall have the burden of proving that the delay is, or was, caused by a Force Majeure event, and that the amount of additional time requested is necessary to compensate for that event.

D. Compliance with a requirement of this Settlement Agreement shall not by itself constitute compliance with any other requirement. An extension of one compliance date based on a particular event shall not automatically extend another compliance date or dates. The Defendant shall make an individual showing of proof regarding the cause of each delayed incremental step or other requirement for which an extension is sought. The Defendant may petition for the extension of more than one compliance date in a single request.

XII. **RETENTION OF JURISDICTION/DISPUTE RESOLUTION**

A. This Court shall retain jurisdiction of this matter for the purposes of implementing and enforcing the terms and conditions of this Settlement Agreement and for the purpose of adjudicating all disputes among the Parties that may arise under the provisions of this

Settlement Agreement.

B. Submission of any matter to the Court for resolution shall not extend any of the deadlines set forth in this Settlement Agreement, unless the Parties agree to such extension in writing or the Court allows the extension upon motion.

XIII.
RIGHT OF ENTRY

A. Without limiting the authority otherwise available to it, the State, ADEM, and its authorized representatives and contractors shall have authority at all times, upon the presentation of credentials, to enter the premises of the Defendant to:

1. Monitor the program of activities required by this Settlement Agreement;
2. Verify any data or information submitted to the State or ADEM;
3. Obtain samples from the municipal treatment and collection system;
4. Inspect and evaluate any portions of the Defendant's Treatment and Collection System;

and;

5. Inspect and review any records required to be kept under the terms and conditions of this Settlement Agreement or any NPDES Permit and the AWPCA. This provision of this Settlement Agreement is in addition to and in no way limits or otherwise affects the State or ADEM's statutory authorities to conduct inspections, to require monitoring and to obtain information from the Defendant as authorized by law.

B. The State and ADEM agree to provide the Defendant an opportunity to obtain split samples of wastewater samples taken by ADEM from the Defendant's Treatment and Collection System. The State and ADEM further agree to provide the Defendant with the quality assured/quality controlled laboratory analytical results of samples obtained from the

Defendant's Treatment and Collection System, and any non-privileged (including non-attorney work product) reports prepared concerning such results. ADEM will use its best efforts to coordinate field inspections of the Defendant's Treatment and Collection System with the Defendant by notifying the Defendant, if practicable, of such inspections upon arrival at the field inspection location.

XIV.

NOT A PERMIT/COMPLIANCE WITH OTHER STATUTES/REGULATIONS

A. This Settlement Agreement is not and shall not be construed as a permit, nor a modification of any existing permit, issued pursuant to the Alabama Water Pollution Control Act, nor shall it in any way relieve the Defendant of its obligations to obtain a permit for its wastewater treatment and collection system or facilities and to comply with the requirements of any NPDES permit or with any other applicable federal or state law or regulation. Any new permit, or modification of existing permits, must be complied with in accordance with applicable federal and state laws and regulations.

B. Nothing herein shall be construed as relieving the Defendant of the duty to comply with the AWPCA, the regulations promulgated thereunder and all applicable permits issued thereunder, or as relieving the Defendant of its duty to comply with State law and the regulations promulgated thereunder. The State of Alabama and ADEM reserve the right to seek additional relief should Defendant fail to achieve substantial compliance with the terms and conditions of its permit(s).

XV.

NON-WAIVER PROVISIONS

A. The Settlement Agreement in no way affects or relieves the Defendant of any responsibility to comply with any federal, state, or local law or regulation.

B. Nothing contained in this Settlement Agreement shall be construed to prevent or limit the State of Alabama or ADEM's rights to obtain penalties or further or additional injunctive relief under the AWPCA or other State statutes or regulations, including, but not limited to, criminal punishment under § 22-22-14 of the Act, for other violations not expressly specified in the complaint.

C. The Parties agree that the Defendant is responsible for achieving and maintaining complete compliance with all applicable federal and state laws, regulations, and permits, and that compliance with this Settlement Agreement shall be no defense to any actions commenced pursuant to said laws, regulations, or permits, except as set forth herein.

D. This Settlement Agreement does not limit or affect the rights of the Defendant or ADEM or the State against any third parties which are not Parties to this Settlement Agreement. The Parties recognize that this Settlement Agreement resolves only matters between the Plaintiffs and the Defendant and that its execution does not preclude the Defendant from asserting any legal or factual position in any action brought against the Defendant by any person or entity not a party to this Settlement Agreement.

E. The Parties reserve any and all legal and equitable remedies available to enforce the provisions of this Settlement Agreement.

F. This Settlement Agreement shall not limit any authority of ADEM under any applicable statute, including the authority to seek information from the Defendant or to seek access to the property of the Defendant nor shall anything in this Settlement Agreement be construed to limit the authority of the Plaintiffs to undertake any action against any person in response to conditions that may present an imminent and substantial endangerment to the environment or to the public health or welfare.

G. Application for construction grants, State Revolving Loan Funds, or any other grants or loans, or delays caused by inadequate facility planning or plans and specifications, on the part of the Defendant shall not be cause for extension of any required compliance date in this Settlement Agreement.

H. Obligations of the Defendant under the provisions of this Settlement Agreement to perform duties scheduled to occur after the date of entry of this Settlement Agreement, shall be legally enforceable from that date. Liability for stipulated penalties, if applicable, shall accrue for violation of such obligations and payment of such stipulated penalties may be demanded by Plaintiffs as provided in this Settlement Agreement.

I. It is the intent of the Parties hereto that the clauses hereof are severable, and should any clause(s) be declared by a court of competent jurisdiction to be invalid and unenforceable, the remaining clauses shall remain in full force and effect.

J. The State of Alabama and ADEM reserve the right to elect to file a civil action for statutory penalties or injunctive relief against the Defendant for any violations of the Alabama Water Pollution Control Act by the Defendant discovered after the Date of Entry of this Settlement Agreement concerning different violations than these set forth herein.

K. This Settlement Agreement was negotiated, mutually drafted, and executed by the Parties in good faith to avoid further litigation and is a settlement of claims which were vigorously contested, denied and disputed. The execution of this Settlement Agreement is not an admission of any fact, liability or wrongdoing of any kind regarding any of the matters addressed in the Settlement Agreement. Accordingly, with the exception of this proceeding, this Settlement Agreement shall not be admissible in any judicial or administrative proceeding for use against any Party over the objection of that Party.

XVI.
REVIEW OF SUBMISSIONS

The Plaintiffs agree to use their best efforts to expeditiously review all documents, plans and other deliverables that the Defendant is required to submit to the Plaintiffs pursuant to the terms and conditions of this Settlement Agreement. The Plaintiffs agree to use their best efforts to coordinate with the Defendant to expedite evaluation of permit applications submitted by the Defendant consistent with Alabama law.

XVII.
FORM OF NOTICE

A. Unless otherwise specified or agreed to in writing by all Parties, all reports, notices, or any other written communications required to be submitted under this Settlement Agreement shall be sent to the respective Parties at the following addresses:

Alabama Department of Environmental Management
Chief of Water Division
1400 Coliseum Blvd.
Post Office Box 301463
Montgomery, Alabama 36110-2059

Office of Attorney General
Robert D. Tambling
501 Washington Avenue
Montgomery, Alabama 36130-0152.

B. Notifications to or communications with ADEM or the Alabama Attorney General's office shall be deemed submitted on the date they are received. Notifications to or communications with Defendant shall be deemed received ten (10) days after the date they are postmarked.

XVIII.
MODIFICATION

This Settlement Agreement contains the entire agreement of the Parties and shall not be modified by any prior oral or written agreement, representation or understanding. Prior drafts of this Settlement Agreement shall not be used in any action involving the interpretation or enforcement of this Settlement Agreement. This Settlement Agreement may not be amended or modified except by written order of this Court. Any modification of this Settlement Agreement by the Parties shall be in writing and approved by the Court before it will be deemed effective. However, minor changes which do not significantly alter the remedial action to be conducted by the Defendant may be made by the Parties, provided such changes are agreed upon in writing.

XIX.
TERMINATION

A. This Settlement Agreement shall terminate upon the granting of a motion to the Court after each of the following has occurred:

1. The Defendant has achieved compliance with all provisions contained in this Settlement Agreement;
2. The Defendant has paid all penalties and other monetary obligations due hereunder and no penalties or other monetary obligations due hereunder are outstanding or owed to the Plaintiffs.
3. The Defendant has certified compliance pursuant to Paragraphs 1 and 2 above to the Court and all Parties; and
4. Upon receipt of such certification from the Defendant, ADEM shall review to determine if compliance has been achieved and shall then respond in writing. If the State or ADEM disputes the Defendant's full compliance, this Settlement

Agreement shall remain in effect pending resolution of the dispute by the Parties or the Court.

B. The Defendant may petition the State and ADEM for termination of the obligations of any paragraph of this Settlement Agreement, provided that the Defendant has satisfied each and every term and condition of that paragraph, and certified to the State that it has satisfied each and every term and condition of that paragraph.

XX.
SIGNATORIES

The Assistant Attorney General on behalf of the State of Alabama and the Associate General Counsel of the Alabama Department of Environmental Management and the signatories for the Defendant certify that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind such Parties to this document.

WE HEREBY CONSENT to the entry of this Settlement Agreement in the *State of Alabama ex rel. Luther Strange, and the Alabama Department of Environmental Management v. Utilities Board of the Town of Cedar Bluff*, Civil Action No. CV-2014-900105.

FOR THE PLAINTIFF

THE STATE OF ALABAMA:

Date: 04/19/2016

/s/ Robert D. Tambling
Robert D. Tambling (TAM001)
Assistant Attorney General

ADDRESS OF COUNSEL:

Office of the Attorney General
501 Washington Street
Montgomery, AL 36130
(334) 242-7300
Email: rtambling@ago.state.al.us

**FOR THE PLAINTIFF
ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT:**

Date: 04/19/2016

s/ Schuyler Espy
Schuyler Espy (KEA009)
Assistant Attorney General

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ADDRESS OF COUNSEL:

Alabama Department of Environmental Management
Office of General Counsel
P.O. Box 301463
Montgomery, AL 36130-1463
(334) 271-7855
sespy@adem.state.al.us

**FOR THE DEFENDANT
UTILITIES BOARD OF
THE TOWN OF CEDAR BLUFF:**

Date: 04/19/2016

s/ Albert L. Shumaker
Albert L. Shumaker, Esq.

ADDRESS OF COUNSEL:

270 East Main Street
Centre, Alabama 35960
ashumake@tds.net

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DONE this 19th day of April, 2016.

/s/ JEREMY S TAYLOR
CIRCUIT JUDGE