

January 28, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Hon. Mickey L. Murdock, Mayor
City of Elba
200 Buford Street
Elba, Alabama 36323

Re: **Notice of Intent to File Suit under the Clean Water Act for Violations of NPDES Permit No. AL0020940**

Dear Mayor Murdock:

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, Choctawhatchee Riverkeeper, Inc. may file suit against the City of Elba for discharges of pollutants from the Elba Lagoon located at Forest Avenue Elba, Coffee County, Alabama into the Pea River in violation of the Clean Water Act, 33 U.S.C. § 1251 et seq., and NPDES Permit No. AL0020940.

I. History of Previous Violations and Enforcement Actions

On August 10, 2004, the Alabama Department of Environmental Management sent a Notice of Violation to the City of Elba for exceedences of discharge limitations in NPDES Permit No. AL0020940 for Fecal Coliform (monthly geometric mean and daily maximum) during the period of August 2003 through May 2004.

On June 15, 2005, the Alabama Department of Environmental Management sent a Warning Letter to the City of Elba for exceedences of discharge limitations in NPDES Permit No. AL0020940 for Fecal Coliform (monthly geometric mean and daily maximum) during April 2005.

On October 19, 2005, the Alabama Department of Environmental Management sent a Warning Letter to the City of Elba for exceedences of discharge limitations in NPDES Permit No. AL0020940 for Carbonaceous Biochemical Oxygen Demand (monthly average percent removal) during August 2005.

On November 29, 2005, the Alabama Department of Environmental Management sent a Notice of Violation to the City of Elba for exceedences of discharge limitations in NPDES Permit No. AL0020940 for Fecal Coliform (monthly geometric mean and daily maximum) and Carbonaceous Biochemical Oxygen Demand (monthly average percent removal) during the period of November 2003 through September 2005.

On October 3, 2011, the Alabama Department of Environmental Management sent a Warning Letter to the City of Elba for exceedences of discharge limitations in NPDES Permit No. AL0020940 for Fecal Coliform (monthly geometric mean and daily maximum), Carbonaceous Biochemical Oxygen Demand (monthly average percent removal, weekly average, and monthly average), and Total Suspended Solids (monthly average percent removal) during the period of August 2009 through August 2011.

On October 26, 2012, the Alabama Department of Environmental Management sent yet another Notice of Violation to the City of Elba for exceedences of discharge limitations in NPDES Permit No. AL0020940 for Fecal Coliform (monthly geometric mean and daily maximum), Carbonaceous Biochemical Oxygen Demand (monthly average percent removal, weekly average, and monthly average), and Total Suspended Solids (monthly average percent removal) during the period of August 2010 through August 2012.

The foregoing enforcement actions by the Alabama Department of Environmental Management have failed to deter the City of Elba from causing additional violations of the Clean Water Act and NPDES Permit No. AL0020940.

II. Violations of NPDES Permit No. AL0020940

Pursuant to § 402 of the Clean Water Act, 33 U.S.C. § 1342, the City of Elba has been issued NPDES Permit No. AL0020940 authorizing the discharge of pollutants from the Elba Lagoon into the Pea River subject to specific discharge limitations. The City of Elba has discharged pollutants from Outfall 001 into the Pea River in violation of the discharge limitations of NPDES Permit No. AL0020940 from December 2008 to November 2013 as described in the attached tables.

III. Sanctions

The Court may assess civil penalties of up to \$37,500 per violation. 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 Choctawhatchee Riverkeeper, Inc.

cc: Hon. Gina McCarthy, Administrator
U.S. Environmental Protection Agency
Ariel Rios Building (AR)
1200 Pennsylvania Avenue N.W.
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

Michael William Mullen, Choctawhatchee Riverkeeper
Choctawhatchee Riverkeeper, Inc.
P.O. Box 6734
Banks, AL 36005
(334) 807-1365

Pollutant Parameter	Discharge Limit	Discharge Measurement	Violation Date(s)	Days in Violation
Carbonaceous Biochemical Oxygen Demand	85% Removal (monthly average)	62.9	Nov 2013	30
		58.3	Aug 2013	31
		53	Jul 2013	31
		76.7	Jun 2013	30
		81.5	May 2013	31
		81.7	Apr 2013	30
		82.3	Feb 2013	28
		73.6	Jan 2013	31
		80.2	Nov 2012	30
		78.3	Oct 2012	31
		44.4	Sep 2012	30
		71.1	Aug 2012	31
		71.9	Jun 2012	30
		83	May 2012	31
		81.9	Apr 2012	30
		44.7	Mar 2012	31
		77.5	Feb 2012	28
		75.6	Jan 2012	31
		63.5	Dec 2011	31
		67	Nov 2011	30
		82	Oct 2011	31
		75	Sep 2011	30
		74.9	Aug 2011	31
		84.1	Jul 2011	31
		80.5	Jun 2011	30
		57.2	Jan 2011	31
		82.2	Sep 2010	30
		75	Aug 2010	31
		80.7	Jul 2010	31
		81.9	Mar 2010	31
		84	Dec 2009	31
72.6	Nov 2009	30		
84	Oct 2009	31		
64.8	Sep 2009	30		
70.6	Aug 2009	31		
54.9	Jun 2009	30		
84.3	May 2009	31		
53	Jul 2008	31		
84.2	Jun 2008	30		
61.8	Apr 2008	30		
81.9	Dec 2008	31		

Pollutant Parameter	Discharge Limit	Discharge Measurement	Violation Date(s)	Days in Violation
Total Suspended Solids	65 % Removal (monthly average)	60.2	Sep 2013	30
		40.6	Aug 2013	31
		54.5	Jul 2013	31
		57.7	Jun 2013	30
		66.8	May 2013	31
		64.1	Apr 2013	30
		63.8	Jan 2013	31
		53.4	Nov 2012	30
		25.6	Sep 2012	30
		48.6	Aug 2012	31
		47	Jun 2012	30
		59.5	May 2012	31
		45.8	Mar 2012	30
		62.3	Feb 2012	28
		56.1	Jan 2012	31
		50	Dec 2011	31
56.8	Aug 2010	31		
64.4	Apr 2010	30		

Pollutant Parameter	Discharge Limit	Discharge Measurement	Violation Date(s)	Days in Violation
Fecal Coliform	2000 colonies/100 mL Daily Max.	>2420	May 2013	1
	1000 colonies/100 mL Monthly Max.	1210	May 2013	31
	200 colonies/100 mL Monthly Max.	527	Sep 2012	30
	200 colonies/100 mL Monthly Max.	561	Aug 2012	31
	200 colonies/100 mL Monthly Max.	239	Jun 2012	30
	2000 colonies/100 mL Daily Max.	21000	Feb 2010	1
	1000 colonies/100 mL Monthly Max.	10509	Feb 2010	28
	200 colonies/100 mL Monthly Max.	296	Jun 2009	30

Pollutant Parameter	Discharge Limit	Discharge Measurement	Violation Date(s)	Days in Violation
Carbonaceous Biochemical Oxygen Demand	25 mg/L Monthly Average	30.4	Dec 2014	31
	37.5 mg/L Weekly Average	53.2	Nov 2011	7
	25 mg/L Monthly Average	30.4	Nov 2011	30
	37.5 mg/L Weekly Average	48.7	Jan 2011	7
	25 mg/L Monthly Average	30.4	Jan 2011	31

TOTAL VIOLATIONS	2084
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AlaFile E-Notice

19-CV-2014-900014.00

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

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF COFFEE COUNTY, ALABAMA

STATE OF ALABAMA EX REL., LUTHER STRANGE ET AL V. CITY OF ELBA
19-CV-2014-900014.00

The following complaint was FILED on 3/12/2014 3:21:27 PM

Notice Date: 3/12/2014 3:21:27 PM

MICKEY COUNTS
CIRCUIT COURT CLERK
COFFEE COUNTY, ALABAMA
230M COURT AVE.
ELBA, AL 36323

334-897-2954
mickey.counts@alacourt.gov

**COVER SHEET
CIRCUIT COURT - CIVIL CASE**

(Not For Domestic Relations Cases)

Case Number:
19-CV-201

Date of Filing:
03/12/2014



ELECTRONICALLY FILED
3/12/2014 3:21 PM
19-CV-2014-900014.00
CIRCUIT COURT OF
COFFEE COUNTY, ALABAMA
MICKEY COUNTS, CLERK

GENERAL INFORMATION

**IN THE CIRCUIT OF COFFEE COUNTY, ALABAMA
STATE OF ALABAMA EX REL., LUTHER STRANGE ET AL v. CITY OF ELBA**

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

3/12/2014 3:21:26 PM

/s/ ROBERT D. TAMBLING

MEDIATION REQUESTED: Yes No Undecided



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

STATE OF ALABAMA ex rel.,)
LUTHER STRANGE,)
ATTORNEY GENERAL)
and the ALABAMA DEPARTMENT of)
ENVIRONMENTAL MANAGEMENT,)
)
Plaintiffs,)
)
v.)
)
CITY OF ELBA,)
)
Defendant.)

Civil Action No.
CV-2014-_____

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 City of Elba (hereinafter “the Permittee”) operates a wastewater treatment facility known as the Elba Lagoon, located at Forest Avenue, in Elba, Coffee, Alabama. The wastewater treatment facility discharges pollutants from a point source, designated therein as outfall number 0011, to the Pea River, 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”) 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 AL0020940 (hereinafter “the Permit”) to the Permittee. Said Permit was originally issued May 19, 1993, effective June 1, 1993. The Permit establishes limitations, terms, and conditions on the discharge of pollutants from a point source, designated therein as outfall number 0011, to the Pea River, 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 0011, to the Pea River 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 file noncompliance notification reports as described in Attachment 1.

8. Permit Condition I.C.1.b requires that discharge monitoring reports be submitted so that they are received by the Department no later than the 28th day of the month following the reporting period. The discharge monitoring reports for the monitoring periods as described on Attachment 1 were not received by the Department.

9. Permit condition I.C.1 requires that monthly monitoring be submitted on a monthly basis. The discharge monitoring report for the monitoring period listed on Attachment 1 indicates that the flow monthly average and daily maximum were not submitted.

Count I

10. Plaintiffs repeat, replead and incorporate by reference paragraphs 1 through 6, above.

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

Count II

12. Plaintiffs repeat, replead and incorporate by reference paragraphs 1 through 8, above.

13. 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.
- 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

ADDRESS OF COUNSEL:

Office of the Attorney General
501 Washington Avenue
Montgomery, AL 36130
Telephone: (334) 242-7445
Email: rtambling@ago.state.al.us

s/ Laura T. Eubank
Laura T. Eubank (EUB011)
Assistant Attorney General

ADDRESS OF COUNSEL:

Alabama Department of Environmental Management
Office of General Counsel
P.O. Box 301463
Montgomery, AL 36130-1463
Telephone: (334) 271-7855
Fax: (334) 394-4332
Email: leubank@adem.state.al.us



Attachment 1:
Limitation Violations

<u>Monitoring Period</u>	<u>Outfall</u>	<u>Parameter</u>	<u>Average, Max, Min</u>	<u>Unit</u>	<u>Limit</u>	<u>Reported Value</u>
April 2008	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	61.8
June 2008	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	84.2
July 2008	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	53.0
December 2008	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	81.9
May 2009	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	84.3
June 2009	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	54.9
June 2009	0011	Fecal Coliform	Monthly Avg.	col/ 100 mL	200	296.0
August 2009	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	70.6
September 2009	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	64.8
October 2009	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	84.0
November 2009	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	72.6
December 2009	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	84.0
February 2010	0011	Fecal Coliform	Monthly Avg.	col/ 100 mL	1000	10509
February 2010	0011	Fecal Coliform	Daily Max.	col/ 100 mL	2000	21000
March 2010	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	81.9

April 2010	0011	TSS % removal	Monthly Avg. Min	Percent	65.0	64.4
July 2010	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	80.7
August 2010	0011	TSS % removal	Monthly Avg. Min	Percent	65.0	56.8
August 2010	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	75.0
September 2010	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	82.2
January 2011	0011	CBOD ₅	Monthly Avg.	mg/L	25.0	30.4
January 2011	0011	CBOD ₅	Weekly Avg.	mg/L	37.5	48.7
January 2011	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	57.2
June 2011	0011	Fecal Coliform	Monthly Avg.	col/ 100 mL	200	239
June 2011	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	80.5
July 2011	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	84.1
August 2011	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	74.9
September 2011	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	75
October 2011	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	82.0
November 2011	0011	CBOD ₅	Monthly Avg.	mg/L	25.0	38.3
November 2011	0011	CBOD ₅	Weekly Avg.	mg/L	37.5	53.2
November 2011	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	67.0
December 2011	0011	CBOD ₅	Monthly Avg.	mg/L	25.0	30.4
December 2011	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	63.5
December 2011	0011	TSS % removal	Monthly Avg.	Percent	65.0	50.0

			Min.			
January 2012	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	75.6
January 2012	0011	TSS % removal	Monthly Avg. Min.	Percent	65.0	56.1
February 2012	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	77.5
February 2012	0011	TSS % removal	Monthly Avg. Min.	Percent	65.0	62.3
March 2012	0011	CBOD ₅	Monthly Avg.	mg/L	25.0	49.5
March 2012	0011	CBOD ₅	Weekly Avg.	mg/L	37.5	49.6
March 2012	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	44.7
March 2012	0011	TSS % removal	Monthly Avg. Min.	Percent	65.0	45.8
April 2012	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	81.9
May 2012	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	83.0
May 2012	0011	TSS % removal	Monthly Avg. Min.	Percent	65.0	59.5
June 2012	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	71.9
June 2012	0011	TSS % removal	Monthly Avg. Min.	Percent	65.0	47.0
August 2012	0011	Fecal Coliform	Monthly Avg.	col/ 100 mL	200	561
August 2012	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	71.1
August 2012	0011	TSS % removal	Monthly Avg. Min.	Percent	65.0	48.6
September 2012	0011	Fecal Coliform	Monthly Avg.	col/ 100 mL	200	527
September 2012	0011	CBOD % removal	Monthly Avg. Min.	Percent	85.0	44.4
September 2012	0011	TSS % removal	Monthly Avg. Min.	Percent	65.0	25.6

October 2012	0011	CBOD % removal	Monthly Avg. Min	Percent	85.0	78.3
November 2012	0011	CBOD % removal	Monthly Avg. Min	Percent	85.0	80.2
November 2012	0011	TSS % removal	Monthly Avg. Min.	Percent	65.0	53.4
January 2013	0011	CBOD % removal	Monthly Avg. Min	Percent	85.0	73.6
January 2013	0011	TSS % removal	Monthly Avg. Min.	Percent	65.0	63.8
February 2013	0011	CBOD % removal	Monthly Avg. Min	Percent	85.0	82.3
April 2013	0011	CBOD % removal	Monthly Avg. Min	Percent	85.0	81.7
April 2013	0011	TSS % removal	Monthly Avg. Min.	Percent	65.0	64.1
May 2013	0011	Fecal Coliform	Max Monthly geo. Mean	col/ 100 mL	1000. 0	1210.0
May 2013	0011	Fecal Coliform	Maximum Daily	col/ 100 mL	2000. 0	>2420
May 2013	0011	CBOD % removal	Monthly Avg. Min	Percent	85.0	81.5
June 2013	0011	CBOD % removal	Monthly Avg. Min	Percent	85.0	76.7
June 2013	0011	TSS % removal	Monthly Avg. Min.	Percent	65.0	57.7
July 2013	0011	CBOD % removal	Monthly Avg. Min	Percent	85.0	53.0
July 2013	0011	TSS % removal	Monthly Avg. Min.	Percent	65.0	54.5
August 2013	0011	CBOD % removal	Monthly Avg. Min	Percent	85.0	58.3
August 2013	0011	TSS % removal	Monthly Avg. Min.	Percent	65.0	40.6
September 2013	0011	CBOD ₅	Monthly Avg.	mg/L	25.0	68.35

September 2013	0011	TSS % removal	Monthly Avg. Min.	Percent	65.0	60.2
November 2013	0011	CBOD % removal	Monthly Avg. Min	Percent	85.0	62.9
December 2013	0011	CBOD ₅	Monthly Avg.	mg/L	25.0	65.2
December 2013	0011	CBOD ₅	Weekly Avg.	mg/L	37.5	116.0
December 2013	0011	CBOD % removal	Monthly Avg. Min	Percent	85.0	41.8

Late DMRS*

<u>Monitoring Period</u>	<u>Outfall</u>	<u>Due Date</u>	<u>Received Date</u>
September 2009	0011	October 28, 2009	October 29, 2009
November 2009	0011	December 28, 2009	January 5, 2009
January 2010	0011	February 28, 2010	March 1, 2010
April 2011	0011	March 28, 2011	May 16, 2011
October 2012	001T	November 28, 2012	January 16, 2013

Missing NCFs*

<u>Monitoring Period</u>	<u>Outfall</u>	<u>Comments</u>
April 2008	0011	
June 2008	0011	
July 2008	0011	
December 2008	0011	
May 2009	0011	
June 2009	0011	
August 2009	0011	
September 2009	0011	
October 2009	0011	
November 2009	0011	
December 2009	0011	

February 2010	0011	
March 2010	0011	
April 2010	0011	
July 2010	0011	
August 2010	0011	
September 2010	0011	
August 2011	0011	
October 2011	0011	
November 2011	0011	
December 2011	0011	
January 2012	0011	
March 2012	0011	
April 2012	0011	
May 2012	0011	
June 2012	0011	
August 2012	0011	
September 2012	0011	
October 2012	0011	
September 2013		NCF is missing CBOD5 monthly avg.
December 2013	0011	NCF is missing CBOD5 weekly and monthly avg.

Missing DMRs*

<u>Monitoring Period</u>	<u>Outfall</u>
February 2008	0011
June 2013	001Q
October 2013	001T
December 2013	001Q

Missing Data

<u>Monitoring Period</u>	<u>Outfall</u>	<u>Parameter</u>	<u>Average, Max, Min</u>
September 2012	0011	Flow, In Conduit or Thru Treatment Plant	Monthly Average (MGD)
September 2012	0011	Flow, In Conduit or Thru Treatment Plant	Daily Maximum (MGD)

SSOs

<u>Date/Time</u>	<u>Location</u>	<u>Volume</u>	<u>Duration</u>
January 25, 2010	951 Neil Grantham Dr.	500 gals	14 days



ELECTRONICALLY FILED
2/15/2017 9:42 AM
19-CV-2014-900014.00
CIRCUIT COURT OF
COFFEE COUNTY, ALABAMA
MICKEY COUNTS, CLERK

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

**STATE OF ALABAMA ex rel.,
STEVEN T. MARSHALL,
ATTORNEY GENERAL
and the ALABAMA DEPARTMENT of
ENVIRONMENTAL MANAGEMENT,**

Plaintiffs,

v.

CITY OF ELBA,

Defendant.

**Civil Action No.
CV-2014-900014**

FILED
FEB 21 2017

ORDER ON SETTLEMENT AGREEMENT

I.

INTRODUCTION

Elba Division
Coffee County Circuit Clerk

A. The State of Alabama, by the authority of Attorney General Steven T. Marshall¹ and the Alabama Department of Environmental Management (hereinafter the "Plaintiffs") by and through its undersigned counsel, filed a complaint in this action on March 12, 2014, alleging that the City of Elba, (hereinafter the "Defendant") is in violation of the Alabama Water Pollution Control Act, § 22-22-1, *et seq.*, Code of Alabama, 1975 (hereinafter "AWPCA" or "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 lagoon, known as the Elba Lagoon, located on Forest Avenue, in Elba, Coffee County, Alabama, and is operated by the Defendant under the authority of National Pollutant Discharge Elimination System (hereinafter "NPDES") Permit No. AL0020940. The Permit establishes limitations on the discharge of pollutants from a point source, designated therein

¹ Attorney General Steven T. Marshall is hereby substituted as a party pursuant to Ala. R. Civ. P. 25(d).

as outfall number 0011, to the Pea River, a water of the State.

B. Defendant, the City of Elba, 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 pursuant to Section 22-22A-5, Code of Alabama, 1975.

III. **VENUE**

Venue is proper in the Circuit Court of Coffee County, Alabama because it is the judicial district in which the Defendant's lagoon and Collection System 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" or "the Department") 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 will 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 must include a Compliance Plan with a schedule for implementation of necessary corrective actions and cost of such necessary corrective actions, 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 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 necessary corrective actions. The Department must receive the Progress Reports no later than 180 days after the date of issuance of this Settlement Agreement and continuing every 180 days thereafter that the Defendant's performance obligations under this Settlement Agreement 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 the Department no later than fourteen days following each applicable due date contained in this Settlement Agreement. 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 Settlement Agreement.

C. Defendant shall achieve and maintain compliance with its NPDES permit by no later than 910 days following the entry of this Settlement Agreement.

D. 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. The Defendant shall submit such certification to the Alabama Attorney General's Office and ADEM no later than 940 days after the date of issuance of this Settlement Agreement.

VIII. EFFLUENT LIMITATIONS

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 reissuances.

IX. CIVIL PENALTY

A. Defendant is assessed and agrees to pay a civil penalty in the amount of Thirty-Five Thousand Dollars (\$35,000.00). Eleven-Thousand Six-Hundred and Sixty-Six Dollars and 66/100 (\$11,666.66) shall be deposited into the State Treasury to the credit of the General Fund. The

remaining Twenty-Three Thousand Three-Hundred Thirty-Three Dollars and 34/100 (\$23,333.34) shall be disbursed as follows:

1. Defendant shall pay Eleven Thousand Six Hundred Sixty-Six Dollars and 67/100 (\$11,666.67) to the Attorney General's Office for reasonable costs incurred to recover such civil penalty. This sum shall be deposited to the credit of the operating funds of the Office of Attorney General.

2. Defendant shall pay Eleven Thousand Six Hundred Sixty-Six Dollars and 67/100 (\$11,666.67) to the Alabama Department of Environmental Management for reasonable expenses incurred in this enforcement action. This sum shall be deposited to the credit of the operating funds of the ADEM.

B. Defendant shall pay the civil penalty in two equal installments of Seventeen Thousand Five-Hundred (\$17,500.00) on March 1, 2017 and on March 1, 2018. The Defendant shall submit said payments to the following address:

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

X.

STIPULATED PENALTIES

A. Milestones

1. 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 or acts which occur beyond the Defendant's control, 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 ADEM of the assessment of any stipulated penalty is not required.

C. Stipulated civil penalties shall be paid by splitting the total amount due and submitting equal portions via cashier's or certified check payable to the State of Alabama and tendered to the Attorney General, 501 Washington Avenue, Montgomery, Alabama 36130-0152; and ADEM at ADEM, Attn: Office of General P.O. Box 301463, Montgomery, Alabama 36130-1463.

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

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.

6. 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 or 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 or 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 or 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 AWPCA, 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 reserves 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'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 State 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 reserves the right to elect to file a civil action for statutory penalties or injunctive relief against the Defendant for any violations of the AWPCA 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 State of Alabama agrees to use its best efforts to expeditiously review all documents, plans and other deliverables that the Defendant is required to submit to the ADEM pursuant to the terms and conditions of this Settlement Agreement. The State of Alabama agrees to use its 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 State.
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. Steven T. Marshall, and the Alabama Department of Environmental Management v. City of Elba*, Civil Action No. CV-2014-900014.

FOR THE PLAINTIFF
THE STATE OF ALABAMA:

Date: 2/15/2017

/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: 2/15/2017

/s/ Rebecca E. Patty

Rebecca E. Patty (PAT037)
Assistant Attorney General

ADDRESS OF COUNSEL:

Alabama Department of
Environmental Management
P.O. Box 301463
Montgomery, AL 36130-1463
(334) 271-7855
Email: rep@adem.alabama.gov

**FOR THE DEFENDANT
CITY OF ELBA:**

Date: 2/15/2017

/s/ Bart M. Boothe

Bart M. Boothe (BOO037)
City Attorney

ADDRESS OF COUNSEL:

City of Elba
1501 Forest Lake Drive
Elba, Alabama 36323
(334) 494-4520

Dated and entered this 21st day of Feb. 2017.


CIRCUIT COURT JUDGE OF
COFFEE COUNTY

Elba, City of	<u>St. of Ala & ADEM</u> <u>v. City of Elba,</u> CV2014-900014 (Coffee Co Cir Crt)	Final Order on Settlement Agreement \$35,000.00-civil penalty \$11,666.66-State Treasury \$11,666.67-Attorney General \$11,666.67-ADEM	02/21/2017
		[Plus stipulated penalties (amount due split equally between ADEM&State of Ala., not to exceed \$20,000.00) All penalties to be paid to AG's office	