

May 4, 2016

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Hon. Mike Schmitz, Mayor  
City of Dothan  
P. O. Box 2128  
Dothan, Alabama 36302

Re: **Notice of Intent to File Suit under the Clean Water Act**

Dear Mayor Schmitz:

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 60 days following service of this notice, the Environmental Defense Alliance intends to file suit against the City of Dothan to require compliance with NPDES Permit Nos. AL0072737 and AL0022764 and Clean Water Act § 301(a), 33 U.S.C. § 1311(a).

**I. Violations**

**A. Failure to properly operate and maintain**

The City of Dothan was issued NPDES Permit No. AL0072737 for discharges of pollutants (treated sanitary sewage) from the Dothan New Cypress Wastewater Treatment Plant located at 2431 Helms Road, Dothan, Alabama, into Limestone Creek, a navigable water of the United States. The City of Dothan was also issued NPDES No. Permit AL0022764 for discharges of pollutants (treated sanitary sewage) from the Omussee Creek Wastewater Treatment Plant located at 457 Jerry Drive, Dothan, Alabama, into Omussee Creek, a navigable water of the United States. Part II. A. 1. of these permits includes the following condition:

The Permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the Permittee to achieve compliance with the conditions of the permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities only when necessary to achieve compliance with the conditions of the permit.

The Environmental Defense Alliance alleges that the City of Dothan failed to properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the City to achieve compliance with the conditions of NPDES Permit Nos. AL0072737 and AL0022764 on the dates indicated in the attached tables. These failures resulted in Sanitary Sewer Overflows of untreated sanitary sewage as described in the attached tables.

**B. Discharges without permit**

Clean Water Act § 301(a), 33 U.S.C. § 1311(a), prohibits the discharge of pollutants from a point source into navigable waters of the United States without a National Pollutant Discharge Elimination System permit.

The Environmental Defense Alliance alleges that the City of Dothan experienced Sanitary Sewer Overflows that resulted in the discharge of untreated sanitary sewage from point sources into navigable waters of the United States without a National Pollutant Discharge Elimination System permit in violation of Clean Water Act § 301(a), 33 U.S.C. § 1311(a). These unlawful discharges are described in the attached tables.

**II. Previous enforcement actions**

On July 23, 2012, the U.S. Environmental Protection Agency issued Administrative Order on Consent No. CWA-04-2012-4780. The Order cited the City of Dothan for failure to properly operate and maintain the wastewater collection systems that transport wastewater to the Dothan New Cypress Wastewater Treatment Plant and Omussee Creek Wastewater Treatment Plant resulting in Sanitary Sewer Overflows in violation of Part II. A. 1. of NPDES Permit Nos. AL0072737 and AL0022764; and for discharges of Sanitary Sewer Overflows in navigable waters of the United States without a permit in violation of Clean Water Act § 301(a), 33 U.S.C. § 1311(a). The Order required the City of Dothan to implement capacity, management, operation, and maintenance programs with the goal of achieving compliance with the NPDES permits and the Clean Water Act. The Order, however, did not require compliance with Part II. A. 1. of NPDES Permit Nos. AL0072737 and AL0022764 or cessation of all unpermitted discharges of Sanitary Sewer Overflows into navigable waters of the United States.

On July 15, 2014, the United States of America, State of Alabama, and Alabama Department of Environmental Management filed suit against the City of Dothan. Case No. 1:14-cv-00680 (M.D. Ala. July 15, 2014). The complaint alleged that the City of Dothan discharged Sanitary Sewer Overflows without a permit in violation of Clean Water Act § 301(a), 33 U.S.C. § 1301(a); discharged pollutants in violation of the discharge limitations in NPDES

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Permit Nos. AL0072737 and AL0022764; failed to file noncompliance reports in violation of the conditions of NPDES Permit Nos. AL0072737 and AL0022764; and failed to properly operate and maintain its facilities and systems of treatment and control, and related appurtenances, which are installed or used by the City to achieve compliance with the conditions of NPDES Permit Nos. AL0072737 and AL0022764 in violation of the conditions of those permits.

On July 15, 2014, the United States of America, State of Alabama, Alabama Department of Environmental Management, and City of Dothan filed with the Court a Joint Stipulation of Settlement. The Settlement required that the City of Dothan pay a civil penalty. The Settlement, however, did not require compliance with Part II. A. 1. of NPDES Permit Nos. AL0072737 and AL0022764 or cessation of all unpermitted discharges of Sanitary Sewer Overflows into navigable waters of the United States. The Court approved the Joint Stipulation of Settlement on September 22, 2014.

### **III. Sanctions**

The Clean Water Act authorizes injunctive relief and civil penalties up to \$37,500 per day per violation. In addition, the Act authorizes the award of costs of litigation (including reasonable attorney and expert witness fees) to any prevailing or substantially prevailing party, whenever the court determines that such an award is appropriate. Suit may be avoided if these violations have ceased before the expiration 60 days following service of this notice. Please advise the undersigned of any measures which 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  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, DC 20460

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Page 4

Hon. Heather McTeer Toney  
U.S. Environmental Protection Agency-Region 4  
61 Forsyth Street SW  
Atlanta, GA 30303

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

Environmental Defense Alliance  
1449 Ridge Road  
Birmingham, AL 35209  
Tel. (205) 249-4743

SANITARY SEWER OVERFLOWS FROM DOTHAN NEW CYPRESS WASTEWATER TREATMENT SYSTEM					
Estimated Start Date & Time	Estimated End Date & Time	Location	Receiving Water	Estimated Volume (Gallons)	
4/1/2016 3:30 PM	4/2/2016 6:50 AM	100 Pinecrest Drive	Cypress Creek	4,650	
4/1/2016 3:00 PM	4/2/2016 6:50 AM	303 E. Carroll Street	Cypress Creek	18,500	
4/1/2016 6:30 AM	4/5/2016 3:00 PM	322 Kornegay	Cypress Creek	10,000	
4/1/2016 6:30 AM	4/4/2016 2:45 PM	576 Inez Road	Cypress Creek	180,000	
3/31/2016 5:25 PM	4/3/2016 9:04 AM	318 Kornegay	Cypress Creek	48,000	
2/3/2016 3:25 PM	2/4/2016 10:13 AM	303 E. Carroll Street	Cypress Creek	3,000	
2/3/2016 3:26 PM	2/4/2016 10:11 AM	100 Pinecrest Drive	Cypress Creek	200	
2/3/2016 2:48 PM	2/5/2016 8:00 AM	576 W. Inez Road	Cypress Creek	25,000	
12/30/2015 3:00 PM	1/2/2016 8:20 AM	303 E. Carroll Street	Cypress Creek	75,000	
12/30/2015 2:00 PM	1/1/2016 7:30 AM	404 Greenbriar	Cypress Creek	120,000	
12/29/2015 10:00 AM	1/3/2016 7:00 AM	576 W. Inez Road	Cypress Creek	250,000	
12/23/2015 2:45 PM	12/26/2015 6:15 AM	576 W. Inez Road	Cypress Creek	85,000	
11/8/2015 5:00 PM	11/12/2015 6:00 AM	576 W. Inez Road	Cypress Creek	65,000	
9/23/2015 9:23 AM	9/23/2015 11:24 AM	202 Carla Lynn	Cypress Creek	200	
2/25/2015 12:15 PM	2/26/2015 8:00 AM	RR Track Easement RCC Saunders Rd.	Cypress Creek	250	
12/24/2014 7:00 AM	12/24/2014 9:00 PM	576 Inez Road	Cypress Creek	32,000	
9/5/2014 8:45 AM	9/5/2014 9:15 AM	1104 Circleview Drive	Cypress Creek	100	
4/30/2014 3:30 PM	5/2/2014 6:40 AM	576 Inez Road	Cypress Creek	140,400	
4/30/2014 10:23 AM	4/30/2015 9:45 PM	100 Pinecrest Drive	Cypress Creek	100	
4/18/2014 4:52 PM	4/18/2014 8:10 PM	100 Pinecrest Drive	Cypress Creek	576	
1/30/2014 9:15 AM	1/30/2014 9:15 AM	114 Berry Patch Lane	Limestone Creek	100	
1/29/2014 3:30 PM	1/30/2014 3:50 PM	114 Berry Patch Lane	Limestone Creek	500	
1/10/2014 6:30 AM	1/10/2014 7:10 AM	114 Berry Patch Lane	Limestone Creek	150	
8/23/2013 7:30 AM	8/25/2013 12:30 PM	576 W. Inez Road	Cypress Creek	5,000	
2/27/2013 2:00 PM	2/28/2013 10:45 AM	579 Inez Road	Cypress Creek	9,800	
2/27/2013 12:00 PM	3/4/2013 12:00 AM	212 W. Saunders Rd. Lot 203	Cypress Creek	108,000	
2/26/2013 1:51 PM	2/27/2013 4:05 AM	576 Inez Road	Cypress Creek	15,375	
2/11/2013 8:02 AM	2/11/2013 1:50 PM	204 Reid Drive	Cypress Creek	21,600	
2/11/2013 9:00 AM	2/11/2013 9:00 PM	404 Greenbriar Drive	Cypress Creek	25,200	
2/11/2013 7:56 AM	2/11/2013 8:30 PM	117 Massee Drive	Cypress Creek	9,500	
4/14/2012 9:30 AM	4/14/2012 9:45 AM	202 Carla Lynn Court	Cypress Creek	100	
1/15/2012 9:11 AM	1/15/2012 10:00 PM	2359 Cottonwood Highway	Cypress Creek	400	
11/4/2011 8:30 AM	11/4/2011 9:00 AM	301 Connelly Street	Cypress Creek	750	
6/5/2011 2:16 PM	6/5/2011 2:45 PM	1006 S. Oates	Storm Drain	500	
5/10/2011 7:50 AM	5/10/2011 8:15 AM	1103 Clearmont Drive	Cypress Creek	200	

SANITARY SEWER OVERFLOWS FROM DOTHAN OMUSSEE CREEK WASTEWATER TREATMENT SYSTEM				
Estimated Start Date & Time	Estimated End Date & Time	Location	Receiving Water	Estimated Volume (Gallons)
2/3/2016 3:45 PM	2/4/2016 10:30 AM	4146 Omussee Road	Omussee Creek	5,200
9/29/2015 12:16 PM	9/29/2015 12:30 PM	1603 N. Range Street	Omussee Creek	140
9/9/2015 3:12 PM	9/9/2015 6:00 PM	1118 E. Main Street	Omussee Creek	250
7/25/2013 6:40 AM	7/25/2013 6:45 AM	456 Jerry Drive	Storm Drain	<25
7/23/2013 7:38 PM	7/24/2013 7:30 PM	2250 Lake Street	Omussee Creek	1,920
4/25/2013 8:20 AM	4/25/2013 8:40 AM	210 Crossing Lane	Golf Creek	600
4/11/2013 9:00 PM	4/13/2013 4:30 PM	1795 Webb Road	Omussee Creek	2,500,000
4/8/2013 11:00 AM	4/8/2013 12:00 PM	1000 Blk, Dellwood Ave.	Omussee Creek	1,100
3/7/2013 11:00 AM	3/8/2013 3:30 PM	100 Blk. Plant Street	Omussee Creek	15,000
2/26/2013 7:45 AM	2/26/2013 2:40 PM	1304 Continental	Omussee Creek	10,375
2/26/2013 7:30 AM	2/26/2013 2:30 PM	816 Mobile Street	Omussee Creek	105,000
2/23/2013 9:57 AM	2/23/2013 5:30 PM	305 E. Spring Ave.	Omussee Creek	8,325
2/11/2013 10:30 AM	2/11/2013 4:10 PM	1305 Continental	Omussee Creek	121,900
2/11/2013 10:30 AM	2/11/2013 12:55 PM	305 E. Spring Ave.	Omussee Creek	11,375
2/11/2013 10:30 PM	2/12/2013 10:30 AM	702 East Spring	Omussee Creek	12,000
2/11/2013 8:37 AM	2/11/2013 3:55 PM	Inter. Graduate St. and Carl St.	Omussee Creek	15,330
2/11/2013 10:07 AM	2/11/2013 12:45 PM	531 Headland Ave .	Omussee Creek	790
2/11/2013 9:57 AM	2/11/2013 4:00 PM	668 Ross Clark Circle	Omussee Creek	12,705
1/27/2013 11:15 AM	1/27/2013 12:15 PM	200 Blk. Glanton Street	Omussee Creek	250
12/17/2012 3:30 PM	12/17/2012 4:30 PM	217 East Spring Street	Omussee Creek	50
5/18/2012 8:03 PM	5/18/2012 10:00 PM	2209 Berryhill Drive	Golf Creek	800
3/20/2012 12:17 PM	3/20/2012 1:17 PM	210 Crossing Lane	Omussee Creek	250
10/13/2011 8:30 AM	10/13/2011 9:00 AM	300 Blk. Of Sixth Avenue	Omussee Creek	200
4/28/2011 7:00 AM	4/28/2011 7:10 AM	457 Jerry Drive	Storm Drain	3,500

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

**STATE OF ALABAMA ex rel.,** )  
**LUTHER STRANGE,** )  
**ATTORNEY GENERAL** )  
**and the ALABAMA DEPARTMENT of** )  
**ENVIRONMENTAL MANAGEMENT,** )

**Plaintiffs,** )

**v.** )

**CITY OF DOTHAN,** )

**Defendant.** )

**Civil Action No.**  
**CV-2016-\_\_\_\_\_**

**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 the AWPCA. In addition, Ala. Code § 22-22A-5(18)c., as amended, 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-17, as amended. 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 1388. In addition, the Department is authorized to administer and enforce the provisions of the AWPCA.

3. The City of Dothan (hereinafter “Defendant”) operates three waste treatment facilities (hereinafter “WWTPs”) known as the Dothan Little Choctawhatchee WWTP, the Dothan New Cypress Creek WWTP and the Omussee Creek WWTP. The Defendant discharges pollutants from the Dothan Little Choctawhatchee WWTP, located at 412 Clearwater Drive, in Dothan, Houston County, Alabama; the Dothan New Cypress Creek WWTP, located at 2431 Helms Road, in Dothan, Houston County, Alabama; and the Omussee Creek WWTP located at 457 Jerry Drive, in Dothan, Houston County, Alabama, into waters 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 reissued NPDES Permit Number AL0047465 (hereinafter “the Dothan Little Choctawhatchee WWTP Permit”) to the Defendant on February 22, 2010, effective



March 1, 2010. The Dothan Little Choctawhatchee WWTP Permit was modified on June 20, 2012. With the modification, Outfall 0011 was removed from the Permit. The Dothan Little Choctawhatchee WWTP Permit was again reissued on February 1, 2016, effective February 1, 2016. The Dothan Little Choctawhatchee WWTP Permit establishes limitations and conditions on the discharge of pollutants from a point source, described therein as Outfall 0012, into the Little Choctawhatchee River, a water of the State.

6. Pursuant to the 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 reissued NPDES Permit Number AL0072737 (hereinafter “the Dothan New Cypress Creek WWTP Permit”) to the Defendant on February 22, 2010, effective March 1, 2010. The Dothan New Cypress Creek WWTP Permit was again reissued on January 22, 2016, effective February 1, 2016. The Dothan New Cypress Creek WWTP Permit establishes limitations and conditions on the discharge of pollutants from a point source, described therein as Outfall 0011, into Limestone Creek, a water of the State.

7. Pursuant to the 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 reissued NPDES Permit Number AL0022764 (hereinafter “the Omussee Creek WWTP Permit”) to the Defendant on August 6, 2006, effective September 1, 2006. The Omussee Creek WWTP Permit was again reissued on October 26, 2011, effective November 1, 2011. The Omussee Creek WWTP Permit establishes limitations and conditions on the discharge of pollutants from a point source, described therein as Outfall 0011, into Omussee Creek, a water of the State.

8. The NPDES Permits for the Dothan Little Choctawhatchee WWTP, the Dothan New Cypress Creek WWTP, and the Omussee Creek WWTP require that the Defendant monitor its discharges and submit periodic Discharge Monitoring Reports (hereinafter “DMRs”) to the Department describing the results of the monitoring. The Permits also require that the Defendant properly operate and maintain all facilities and systems of treatment and control which are installed or used by the Defendant to achieve compliance with the conditions of the Permits.

9. 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. Between the July 2011 and June 2016 monitoring periods, the Defendant reported to the Department 189 unpermitted discharges in the form of Sanitary Sewer Overflows (hereinafter “SSOs”) from the Dothan Little Choctawhatchee waste treatment facility. The Dothan Little Choctawhatchee waste treatment facility SSOs are listed in Attachment 1. Between the July 2011 and June 2016 monitoring periods, the Defendant reported to the Department thirty-five SSOs from the Dothan New Cypress Creek waste treatment facility. The Dothan New Cypress Creek waste treatment facility SSOs are listed in Attachment 2. Between the July 2011 and June 2016 monitoring periods, the Defendant reported to the Department twenty-four SSOs from the Omussee Creek waste treatment facility. The Omussee Creek waste treatment facility SSOs are listed in Attachment 3.

10. Permit Condition I.A of the Dothan New Cypress Creek WWTP Permit requires that discharges be limited and monitored as specified in the permit. DMRs submitted to the Department by the Defendant indicate that the Defendant has discharged pollutants from the aforementioned point source, Outfall Number 0011, to Limestone Creek in violation of the limitations established in the Dothan New Cypress Creek WWTP Permit. The months the

violations occurred along with the parameters violated are listed in Attachment 2.

11. Permit Condition I.A of the Omussee Creek WWTP Permit requires that discharges be limited and monitored as specified in the permit. DMRs submitted to the Department by the Defendant indicate that the Defendant has discharged pollutants from the aforementioned point source, Outfall Number 0011, to Omussee Creek in violation of the limitations established in the Omussee Creek WWTP Permit. The months the violations occurred along with the parameters violated are listed in Attachment 3.

### **Count I**

12. Plaintiffs repeat, replead and incorporate by reference paragraphs 1 through 11, above.

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

### **Count II**

14. Plaintiffs repeat, replead and incorporate by reference paragraphs 1 through 13, above.

15. Pursuant to Ala. Code § 22-22A-5(18), as amended, 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 Defendant violated the limitations, terms, and conditions of the Dothan Little Choctawhatchee WWTP Permit, the Dothan New Cypress Creek WWTP Permit, and the Omussee Creek WWTP Permit.
- C. Adjudge and declare that the Defendant caused or allowed discharges of

pollutants from its waste treatment facilities into waters of the State in violation of the limitations set forth in the Dothan New Cypress Creek WWTP Permit and the Omussee Creek WWTP Permit.

D. Adjudge and declare that Defendant caused or allowed unpermitted discharges of pollutants from its waste treatment facilities.

E. Order the Defendant to take action to ensure that similar violations of the AWPCA will not recur in the future.

F. Assess a civil penalty against the Defendant and in favor of Plaintiffs pursuant to Ala. Code §§ 22-22A-5(18)b. and c., as amended, for each and every unpermitted discharge and violation of the Dothan Little Choctawhatchee WWTP Permit, the Dothan New Cypress Creek WWTP Permit, and the Omussee Creek WWTP Permit alleged in this Complaint.

G. Tax the costs of this action against the Defendant.

H. 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](mailto:rtambling@ago.state.al.us)

s/ Schuyler Espy  
Schuyler Espy (KEA009)  
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: [sespy@adem.alabama.gov](mailto:sespy@adem.alabama.gov)



## AlaFile E-Notice

38-CV-2016-900281.00

Judge: J. MICHAEL CONAWAY

To: ESPY SCHUYLER KEAT  
sespy@adem.alabama.gov

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# NOTICE OF COURT ACTION

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IN THE CIRCUIT COURT OF HOUSTON COUNTY, ALABAMA

STATE OF ALABAMA EX REL., LUTHER STRANGE, ATT GEN ET AL V. CITY OF DOT  
38-CV-2016-900281.00

A court action was entered in the above case on 5/22/2017 1:55:24 PM

ORDER

[Filer: ]

Disposition: GRANTED  
Judge: JMC  
Notice Date: 5/22/2017 1:55:24 PM

CARLA H. WOODALL  
CIRCUIT COURT CLERK  
HOUSTON COUNTY, ALABAMA  
P.O. DRAWER 6406  
DOTHAN, AL, 36302

334-677-4859



CARLA H. WOODALL, CLERK

**IN THE CIRCUIT COURT OF  
HOUSTON COUNTY,  
ALABAMA**

STATE OF ALABAMA ex rel.,	)	
STEVEN T. MARSHALL,	)	
ATTORNEY GENERAL	)	
and the ALABAMA DEPARTMENT of	)	
ENVIRONMENTAL MANAGEMENT,	)	
	)	
Plaintiffs,	)	Civil Action No. 2016-900281
	)	
v.	)	
	)	
	)	
CITY OF DOTHAN,	)	
	)	
	)	
Defendant,	)	

**ORDER ON PARTIAL SETTLEMENT AGREEMENT**

**I.**  
**INTRODUCTION**

A. The State of Alabama, by the authority of Attorney General Steven T. Marshall<sup>1</sup>, and the Alabama Department of Environmental Management, by and through its undersigned counsel (hereinafter collectively "Plaintiffs"), filed a Complaint in this action on June 30, 2016, alleging that the City of Dothan (hereinafter the "Defendant" or "the City") is in violation of the Alabama Water Pollution Control Act, § 22-22-1, *et seq.*, Code of Alabama, 1975 (hereinafter "the 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 and discharges pollutants from three wastewater treatment

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

plants (hereinafter "WWTPs") into waters of the State: (1) Dothan Little Choctawhatchee WWTP, located at 412 Clearwater Drive, in Dothan, Houston County, Alabama, NPDES Permit No. AL0047465; (2) Dothan New Cypress Creek WWTP, located at 2431 Helms Road, in Dothan, Houston County, Alabama, NPDES Permit No. AL0072737; and (3) Omussee Creek WWTP, located at 457 Jerry Drive, in Dothan, Houston County, Alabama, NPDES Permit No. AL0022764.

B. The Defendant has entered into an Administrative Order on Consent, No. CWA-04-2012-4780, with the U.S. Environmental Protection Agency Region 4 (hereinafter "EPA"), with an effective date of July 25, 2012, relating to sanitary sewer overflows from the Defendant's wastewater collection and transmission system.

C. The Plaintiffs and Defendant have consented to the entry of this Order on Partial Settlement Agreement (hereinafter "Partial 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 Partial 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 Houston County, Alabama because it is the judicial circuit in which the Defendant's Dothan Little Choctawhatchee WWTP, Dothan New Cypress Creek WWTP and Omussee Creek WWTP are 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 Partial 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 representatives and ADEM and its representatives.

## **VI. OBJECTIVES**

It is the express purpose of the Parties entering into this Partial Settlement Agreement to further the objectives set forth in Section 22-22-2 of the Act, and to resolve issues alleged by the State and ADEM 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 violations of the limitations in its NPDES Permits, and to prevent bypasses and unpermitted discharges of untreated or partially treated wastewater. In addition, the 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 Partial Settlement Agreement.

## **VII. REMEDIAL ACTIONS**

A. The Defendant shall take all necessary corrective actions to achieve compliance with its NPDES Permits, the AWPCA, and the applicable ADEM rules and regulations as soon as practicable. The Defendant shall perform the specific remedial actions included in this Partial Settlement Agreement within the timeframes designated herein; however, the Parties acknowledge that the Defendant may need to perform additional remedial actions to obtain full compliance. If so, the Parties will include such provisions in the proposed Final Order on Settlement Agreement noted in Section IX.

B. The Defendant has developed the following Capacity Management Operations and Maintenance (hereinafter "CMOM") programs and submitted them to the EPA for Review and approval:

<b>CMOM Program</b>
CMOM Programs Self-Assessment
Sewer Overflow Report Plan ("SORP")
Information Management System Program ("IMS")
Inter-Jurisdictional Agreement Program ("IJAP")
Pump Station Operations & Preventive Maintenance Program ("PS O&PMP")
Fats, Oils and Grease ("FOG") Control Program
Capacity Assurance Program ("CAP")
Gravity Line Preventive Maintenance Program ("GLPMP")
Continuing Sewer System Assessment Program ("CSSAP")

C. To address the Defendant's violations relating to the wastewater collection and transmission system as alleged by the Plaintiffs, the Defendant shall comply with the requirements of EPA's Administrative Order on Consent No. CWA-04-2012-4780 (attached hereto and hereinafter "AOC").

D. The Defendant shall submit to ADEM copies of all reports required to be submitted to EPA by the AOC.

E. As identified by the Defendant under the AOC, the Defendant shall complete the following capital projects within **thirty-six (36) months** from the effective date of this Partial Settlement Agreement. These projects were identified by the Defendant as being designed to address specific areas where sanitary sewer overflows (hereinafter "SSOs") have occurred in the past and which were identified in the Complaint:

No.	Project Name	Project Area	Project Description
1	Englewood to Rock Creek	Plaza, Englewood, Cornell	Sewer upsized/rehabilitation
2	B1-23 CR (Partial)	Pinecrest Street	Rehabilitation
3	Inez Trunk South	Inez Road	Sewer upsized/rehabilitation
4	Deborah (8>12)	Deborah, Glenwood	Sewer upsized
5	Garland (8>10)	Garland	Sewer upsized
6	Kornegay (8>10)	Kornegay	Sewer upsized
7	Bell to Foster Trunk (12>15)	Oates Street, Foster Street	Sewer upsized
8	Cherokee Street Line Extension	Cherokee Street	Sewer upsized
9	Rock Creek Little Choctawhatchee Trunk Line Replacement (RCLCTL)	Rock Creek	Sewer upsized

F. The Defendant shall prepare and submit to the Department an Engineering Report that details the modifications and/or corrective actions to the Omussee Creek WWTP which are necessary to achieve compliance with Permit conditions and applicable ADEM rules and regulations. At a minimum, the Engineering Report shall detail the actions provided in Paragraph G., below, and any corrective actions taken since the Complaint was filed. The Engineering Report shall include a Compliance Plan with a schedule for implementation of necessary modifications and/or corrective actions and the costs of such necessary modifications and/or corrective actions, if known. The Engineering Report shall be prepared by a professional engineer licensed to practice in the State of Alabama. The Engineering Report shall be submitted so that it is

received by the Department no later than **ninety (90) days** after the Effective Date of this Partial Settlement Agreement. The Department shall send the Permittee written notification of receipt of the Engineering Report. If the Department determines through its review of the submitted Engineering Report that the submittal is not sufficient, then the Permittee shall modify the Engineering Report. The Permittee shall submit modifications to the Engineering Report, if required, so that they are received by the Department no later than **thirty (30) days** after Permittee's receipt of the Department's comments. The Permittee shall complete implementation of the modifications and/or corrective actions provided in the Engineering Report not later than **thirty (30) months** from the Effective Date of the Partial Settlement Agreement.

G. The Defendant shall complete the following upgrades to the Omussee Creek WWTP within **thirty (30) months** from the Effective Date of the Partial Settlement Agreement:

- 1) Increasing the hydraulic capacity of the WWTP to 7.12 mgd annual average daily flow and 24.9 peak daily flow;
- 2) Improving the pretreatment, aeration, clarification, and filtration at the WWTP; and
- 3) Replacing the disinfection chlorine gas and sulfur dioxide gas system with an ultraviolet treatment system.

H. The Permittee shall prepare and submit detailed semi-annual Progress Reports to the Department describing the Permittee's progress towards achieving compliance with the items presented in the Compliance Plan for the Omussee Creek WWTP upgrades, including the costs of necessary modifications and/or corrective actions completed in the prior six (6) months, except for the first Progress Report, which shall include all progress and costs up to that point. The first semi-annual reporting period shall begin on the Effective Date of this Partial Settlement Agreement and subsequent reporting periods shall continue every six (6) months thereafter

while the Permittee's performance obligations under the Compliance Plan remain incomplete. The Permittee shall submit the Progress Reports so that they are received by the Department no later than **thirty (30) days** after the end of the semi-annual reporting period. By way of example, if the Effective Date of this Partial Settlement Agreement is January 1, the first semi-annual reporting period shall end on June 30 and the Progress Report shall be due by July 30.

I. The Permittee shall submit a certification to the Department, signed by a professional engineer licensed to practice in the State of Alabama, indicating whether the Permittee has completed all modifications and/or corrective actions specified in the Compliance Plan. The Permittee shall submit such certification so that it is received by the Department no later than **thirty one (31) months** from the Effective Date of the Partial Settlement Agreement.

#### **VIII. EFFLUENT LIMITATIONS**

Nothing in this Partial Settlement Agreement shall relieve the Defendant of its obligation to comply at all times with all effluent limitations in its NPDES Permits, including any modifications, extensions or reissuances.

#### **IX. CIVIL PENALTY**

The State and ADEM will defer the assessment of any civil penalty until the Parties more fully understand the need for additional modifications and improvements to the Defendant's wastewater collection and treatment systems, along with related costs and corrective actions needed for Defendant to achieve compliance with its NPDES Permits. Following ADEM's written acceptance of the Engineering Report required by Paragraph F. of Section VII., the Parties herein agree to submit to this Court a proposed Final Order on Settlement Agreement addressing the assessment of a civil penalty and any additional remedial actions necessary for compliance.

**X.**  
**STIPULATED PENALTIES**

A. The Defendant shall pay to the State of Alabama and ADEM 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 Paragraphs VII. F., H., and I. 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 Paragraphs VII. F., H., and I. of this Partial 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 or ADEM by reason of the Defendant's failure to comply with requirements of this Partial Settlement Agreement, and all applicable federal, state or local laws, regulations, NPDES permit(s) and all other applicable permits.

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

B. When circumstances are occurring or have occurred which may delay the completion of any requirement of this Partial 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 ADEM finds 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 Partial 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 Partial Settlement Agreement and for the purpose of adjudicating all disputes among the Parties that may arise under the provisions of this Partial Settlement Agreement.

B. Submission of any matter to the Court for resolution shall not extend any of the deadlines set forth in this Partial 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 their 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 Partial Settlement Agreement;
2. Verify any data or information submitted to the State or ADEM;

3. Obtain samples from the municipal treatment and collection systems;
4. Inspect and evaluate any portions of the Defendant's treatment and collection systems; and;
5. Inspect and review any records required to be kept under the terms and conditions of this Partial Settlement Agreement or any NPDES Permit and the AWPCA. This provision of this Partial 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 collection or treatment systems. 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 collection or treatment systems, 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 collection or treatment systems 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 Partial 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 permits for its wastewater treatment and collection systems or facilities and to comply with the requirements of any NPDES permit(s) 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 Partial 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 Partial 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 Partial Settlement Agreement shall be no defense to any actions commenced pursuant to said laws, regulations, or permits, except as set forth herein.

D. This Partial 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 Partial Settlement Agreement. The Parties recognize that this Partial 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 Partial Settlement Agreement.

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

F. This Partial 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 Partial 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 Partial Settlement Agreement.

H. Obligations of the Defendant under the provisions of this Partial Settlement Agreement to perform duties scheduled to occur after the Effective Date of this Partial 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 Partial 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 AWPCA by the Defendant discovered after the Effective Date of this Partial Settlement Agreement concerning different violations than these set forth herein.

K. This Partial 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 Partial Settlement Agreement is not an admission of any fact, liability or wrongdoing of any kind regarding any of the matters addressed in the Partial Settlement Agreement. Accordingly, with the exception of this proceeding or a proceeding to enforce the terms of this Partial Settlement Agreement, this Partial 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 and ADEM agree to use their best efforts to expeditiously review all documents, plans and other deliverables that the Defendant is required to submit to them pursuant to the terms and conditions of this Partial Settlement Agreement. ADEM 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 Partial 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

Adam G. Sowatzka  
KING & SPALDING LLP  
1180 Peachtree Street, N.E.  
Atlanta, Georgia 30309

F. Lenton White  
126 N. St. Andrews St.  
Dothan, Alabama 36303

B. Notifications to or communications with ADEM and 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 Partial 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 Partial Settlement Agreement shall not be used in any action involving the interpretation or enforcement of this Partial Settlement Agreement. This Partial Settlement Agreement may not be amended or modified except by written order of this Court, or upon entry by the Court of the Final Order on Settlement Agreement noted in Section IX. Any modification of this Partial 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 Partial Settlement Agreement, including any subsequent Final 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 Partial Settlement Agreement and subsequent Final Settlement Agreement;

2. The Defendant has paid all penalties and other monetary obligations due and no penalties or other monetary obligations due are outstanding or owed to the State or ADEM.

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 Partial 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 Partial Settlement Agreement, provided that the Defendant has satisfied each and every term and condition of that paragraph, and certified to the State and ADEM 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, 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 Partial Settlement Agreement and to execute and legally bind such Parties to this document.

WE HEREBY CONSENT to the entry of this Partial Settlement Agreement in the *State of Alabama ex rel. Steven T. Marshall, and the Alabama Department of Environmental Management v. City of Dothan* Civil Action No. CV-2016-900281.

**FOR THE PLAINTIFF  
THE STATE OF ALABAMA:**

Date: 5/18/2017

/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](mailto:rtambling@ago.state.al.us)

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

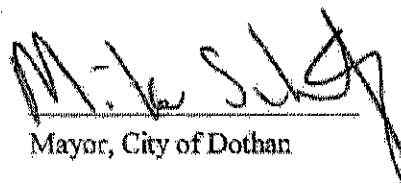
Date: 5/18/2017

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



**ADDRESS OF COUNSEL:**

Alabama Department of Environmental  
 Management Office of General Counsel  
 P.O. Box 301463  
 Montgomery, AL 36130-  
 1463 (334) 271-7855  
 Email: [sespy@adem.alabama.gov](mailto:sespy@adem.alabama.gov)

**FOR THE DEFENDANT  
 CITY OF DOTHAN:**Date: 5/17/2017


\_\_\_\_\_  
 Mayor, City of Dothan

Date: 5/17/2017

/s/ Adam G. Sowatzka  
 Adam G. Sowatzka

Date: 5/17/2017

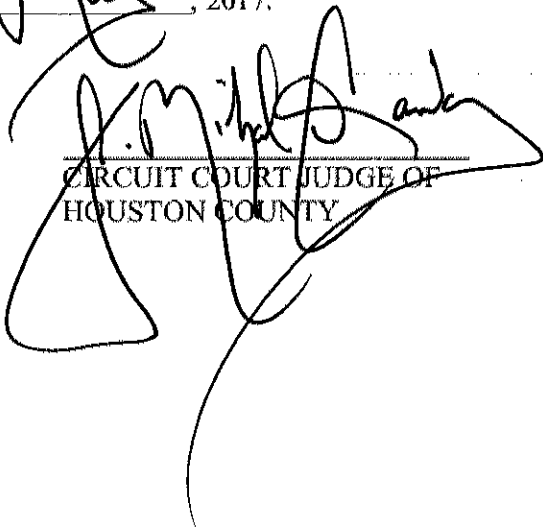
/s/ F. Lenton White  
 F. Lenton White

**ADDRESS OF COUNSEL:**

Adam G. Sowatzka  
 King & Spalding  
 LLP  
 1180 Peachtree Street, N.E.  
 Atlanta, GA 30309  
 Email: [asowatzka@kslaw.com](mailto:asowatzka@kslaw.com)  
 Telephone (404) 572-4600 Facsimile: (404) 572-5100

F. Lenton White  
 Dothan City  
 Attorney 126 N.  
 St. Andrews St.  
 Dothan, AL 36303  
 Email: [lwhite@dothan.org](mailto:lwhite@dothan.org)  
 Telephone: (334) 615-3130 Facsimile: (334) 615-3139

Dated and entered this 27<sup>th</sup> day of Mar, 2017.

  
CIRCUIT COURT JUDGE OF  
HOUSTON COUNTY