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DIRECTOR



ROBERT J. BENTLEY
GOVERNOR

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Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

SEPTEMBER 16, 2016

CERTIFIED MAIL 91 7108 2133 3936 7151 5953
RETURN RECEIPT REQUESTED

LAWRENCE HUGHES, MANAGING MEMBER
PHOENIX WATER RESOURCES, LLC
POST OFFICE BOX 875
SELMA, AL 36702

RE: Consent Order 16-107-CWP
Eastwood Mobile Home Village WWTP
NPDES Permit No. AL0056685
1961 Alton Road
Irondale, AL 35210
Jefferson County (073)

Dear Mr. Hughes:

Please find the enclosed ADEM Consent Order 16-107-CWP which requires you to take certain actions at the Eastwood Mobile Home Village WWTP at 1961 Alton Road in Irondale, Alabama in regard to alleged violations of the Alabama Water Pollution Control Act. This Consent Order has been issued with the consent of the Phoenix Water Resources, LLC. Please note that the assessed civil penalty is due within 45 days.

Sincerely,

Glenda L. Dean

Glenda L. Dean, Chief
Water Division

GLD/mfc

File: ECO/16-107-CWP

Enclosure

cc: Tom Johnston/ADEM, Office of General Counsel
Carrie Blanton/ADEM, Office of General Counsel
Daphne Lutz/ADEM, Industrial/Municipal Branch
Emily Anderson/ADEM, Industrial/Municipal Branch
Nicholas Caraway/ADEM, Industrial/Municipal Branch

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)



Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)

**ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**

IN THE MATTER OF:)

Phoenix Water Resources, LLC)
Eastwood Mobile Home Village WWTP)
Irondale, Jefferson County, Alabama)

NPDES PERMIT NO. AL0056685)

Consent Order No. 16-107-CWP

PREAMBLE

This Special Order by Consent is made and entered into by the Alabama Department of Environmental Management (hereinafter "the Department") and Phoenix Water Resources, LLC (hereinafter "the Operator") pursuant to the provisions of the Alabama Environmental Management Act, Ala. Code §§ 22-22A-1 to 22-22A-17, as amended, the Alabama Water Pollution Control Act (hereinafter "AWPCA"), Ala. Code §§ 22-22-1 to 22-22-14 (2006 Rplc. Vol.), and the regulations promulgated pursuant thereto.

STIPULATIONS

1. The Operator operates a wastewater treatment plant (hereinafter "WWTP") known as the Eastwood Mobile Home Village WWTP (hereinafter "Facility"), located at 1961 Alton Road, in Irondale, Jefferson County, Alabama.

2. The Operator is a member-managed limited liability company. Its members include Artesian Utilities Systems Management and CMC Services, Inc. (hereinafter "the Permittee"). The Permittee is the current named permittee of record for National Pollutant Discharge Elimination System (hereinafter "NPDES") Permit No. AL0056685 (hereinafter "the Permit"). However, as of June 1, 2013, the Operator has assumed responsibility for the Facility including, but not limited to, obtaining a valid NPDES Permit for the Facility in the Operator's name, operating and

maintaining the Facility, complying with the terms of this Consent Order, and paying any civil penalty assessed herein.

3. The Department is a duly constituted department of the State of Alabama pursuant to Ala. Code §§ 22-22A-1 to 22-22A-17, as amended.

4. 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.

5. ADEM Admin. Code r. 335-6-6-.03(2) requires a person to apply for and obtain a valid NPDES permit or coverage under a valid General NPDES Permit prior to discharging pollutants into waters of the state. In addition, Ala. Code 22-22-9(i)(3) provides that "[e]very person, prior to discharging any new or increased pollution into any waters of this state, shall apply to the commission in writing for a permit and must obtain such permit before discharging such pollution."

6. The Department issued Consent Order No. 11-128-CWP to the Permittee on September 2, 2011, to address unpermitted discharges from the Facility, in violation of ADEM Admin. Code r. 335-6-6-.03(2), during the time period between May 3, 2010, and February 28, 2011.

7. The Department reissued the Permit to the Permittee on April 29, 2013, effective May 1, 2013, establishing limitations on the discharge of pollutants from a point source, designated therein as Outfall 0012 to Abes Creek, a water of the state. The Permit requires that the Permittee monitor its discharges and submit periodic Discharge Monitoring Reports (hereinafter "DMRs") to the Department describing the results of the monitoring. In addition, the Permit requires that the Permittee properly operate and maintain all facilities and systems of treatment and control which are installed or used by the Permittee to achieve compliance with the conditions of the Permit.

8. Permit Condition I.A.1 states that the Permittee is authorized to discharge from Outfall 0012 during the period beginning on the effective date of the permit and lasting through the expiration date of the permit or until the initiation of discharge from the Irondale wastewater

treatment facility (hereinafter "WWTF") (NPDES Permit No. AL0078395), whichever is sooner. Departmental records indicate that the Irondale WWTF began discharging during the January 2015 monitoring period. Discharges from the Facility after January 2015 are unpermitted, in violation of ADEM Admin. Code r. 335-6-6-.03(2).

9. Permit Condition I.A further provides the Permittee's discharge limitations and monitoring requirements during the term of the Permit. Notwithstanding the fact that the discharges from Outfall 0012 were not authorized by the Permit after January 2015, the Permittee submitted DMRs to the Department indicating that discharges from the Facility after January 2015 would not have been in compliance with the discharge limitations set forth in Permit Condition I.A.1. The DMRs listed in Attachment 1 indicate that discharges from Outfall 0012 for the noted monitoring periods did not comply with the Permit limitations for Dissolved Oxygen (hereinafter "DO"), pH, Total Suspended Solids (hereinafter "TSS"), Total Ammonia-Nitrogen (hereinafter "NH₃-N"), Total Phosphorus (hereinafter "TP"), Total Residual Chlorine (hereinafter "TRC"), E. Coli, Five-Day Carbonaceous Biochemical Oxygen Demand (hereinafter "CBOD₅"), CBOD₅ Percent Removal, and TSS Percent Removal.

10. During an inspection of the Facility on February 1, 2016, the Department collected samples upstream and downstream of the Facility's discharge and of the Facility's effluent discharge. The Department analyzed the samples for E. Coli, pH, DO, TSS, CBOD₅, and NH₃-N. The results for E. Coli and DO, respectively, are as follows: Upstream = 39.9 col/100mL and 9.30 mg/L; Downstream = 86,640 col/100mL and 7.23 mg/L; Facility Discharge = >241,960 col/100mL and 1.11 mg/L. The Facility's discharge exceeded the E. Coli maximum daily Permit limitation of 2507 col/100mL and failed to comply with the DO minimum daily Permit limitation of 6.0 mg/L set forth in Permit Condition I.A.1. In addition, while not violations, the single sample results for TSS (120 mg/L) and NH₃-N (15.1 mg/L) for the Facility's discharge indicated levels in excess of the monthly and weekly average Permit limitations for TSS (30 mg/L; 45 mg/L) and NH₃-N (2.0 mg/L; 3.0 mg/L) set forth in Permit Condition I.A.1.

11. ADEM Admin Code r. 335-6-10-.09(5)(e)7(i) states that in non-coastal waters, bacteria of the E. Coli group shall not exceed a maximum of 2,507 col/100mL in any sample. E. Coli

sample results from the February 1, 2016, inspection indicate that the Facility's discharge resulted in an instream maximum E. Coli violation of 86,640 col/100mL, in violation of ADEM Admin Code r. 335-6-10-.09(5)(e)7(i).

12. ADEM Admin Code r. 335-6-10-.09(5)(e)6. states that taste, odor, and color-producing substances attributable to sewage, industrial wastes, or other wastes shall not unreasonably affect the aesthetic value of waters for any use under that classification. During a site visit conducted by the Department on January 29, 2016, Department personnel observed that the discharge from the Facility was gray in color and was causing discoloration in the stream at the point of the discharge, in violation of ADEM Admin. Code r. 335-6-10-.09(5)(e)6. Department personnel also noted during the site visit that filamentous algae was growing downstream of the discharge.

13. The Operator consents to abide by the terms of this Consent Order and to pay any civil penalty assessed herein.

14. The Department has agreed to the terms of this Consent Order in an effort to resolve the violations cited herein without the unwarranted expenditure of State resources in further prosecuting the alleged violations. The Department has determined that the terms contemplated in this Consent Order are in the best interests of the citizens of Alabama.

CONTENTIONS OF THE DEPARTMENT

Pursuant to Ala. Code § 22-22A-5(18)c., as amended, in determining the amount of any penalty, the Department must give consideration to the seriousness of the violation, including any irreparable harm to the environment and any threat to the health or safety of the public; the standard of care manifested by such person; the economic benefit which delayed compliance may confer upon such person; the nature, extent, and degree of success of such person's efforts to minimize or mitigate the effects of such violation upon the environment; such person's history of previous violations; and the ability of such person to pay such penalty. Any civil penalty assessed pursuant to this authority shall not exceed \$25,000.00 for each violation, provided

however, that the total penalty assessed in an order issued by the Department shall not exceed \$250,000.00. Each day that such violation continues shall constitute a separate violation. In arriving at this civil penalty (summarized in Attachment 2), the Department has considered the following:

A. SERIOUSNESS OF THE VIOLATIONS AND BASE PENALTY: Based on the information available to the Department, violations of ADEM Admin. Code div. 335-6, and the AWPCA were noted. The Department considered the general nature of each violation, the magnitude and duration of each non-compliant discharge, the characteristics of each pollutant discharged, the condition of the receiving waters, the violations' effects, if any, on the receiving waters, and any available evidence of irreparable harm to the environment or threat to the public.

B. THE STANDARD OF CARE: The Permittee did not secure a discharge connection to the Irondale WWTF, as previously agreed to by the Permittee, which would have allowed the Permittee to avoid the violations cited herein by ceasing its discharge as required by the Permit. The Permittee could have avoided the water quality violations cited herein by ceasing its discharge as required by the Permit or by properly maintaining and operating the Facility. In consideration of the standard of care manifested by the Permittee, the Department enhanced the penalty.

C. ECONOMIC BENEFIT WHICH DELAYED COMPLIANCE MAY HAVE CONFERRED: The Department has considered that delayed compliance may have conferred an economic benefit upon the Permittee but is unable to estimate the economic benefit associated with the compliance options available to achieve water quality standards.

D. EFFORTS TO MINIMIZE OR MITIGATE THE EFFECTS OF THE VIOLATIONS UPON THE ENVIRONMENT: The Department is unaware of any efforts by the Permittee to minimize or mitigate the effects of the violations upon the environment.

E. HISTORY OF PREVIOUS VIOLATIONS: As noted herein, the Facility has a history of previous violations; therefore, the Department has enhanced the penalty.

F. THE ABILITY TO PAY: The Operator has not alleged an inability to pay the civil penalty.

G. This Special Order by Consent is a negotiated settlement with the Operator, which has assumed responsibility for the Facility. The Operator does not have a history of violations known

to the Department. Therefore, the Department has compromised the amount of the penalty the Department believes is warranted in this matter in the spirit of cooperation and desire to resolve this matter amicably, without incurring the unwarranted expense of litigation.

H. The civil penalty is summarized in Attachment 2.

CONTENTIONS OF THE OPERATOR AND/OR PERMITTEE

Original plan of connecting the Eastwood Plant to the Irondale Plant turned out to be infeasible due to installation costs and unforeseen construction contingencies such as rock, site access for equipment, environmental concerns, and safety concerns with railroad traffic. The installation of the connection line required close proximity to railroad traffic in tight spaces between rock outcroppings and steep slopes. The substantial financial burden of above installation cost factors are too much to pass on to a small customer base and maintain affordable rates. Additionally, equipment purchased to resolve treatment problems did not perform as represented by manufacturer. Phoenix experienced unexpected delays in acquiring appropriate equipment, scheduling installation, and unanticipated cost; however, despite these difficulties substantial strides have been made and are continuing to be made by Phoenix as Phoenix attempts to achieve compliance. A change in operator has occurred and other improvements are being proposed to improve consistent treatment.

ORDER

THEREFORE, the Operator, along with the Department, desires to resolve and settle the compliance issues cited above. The Department has carefully considered the facts available to it and has considered the penalty factors enumerated in Ala. Code § 22-22A-5(18)c., as amended, as well as the need for timely and effective enforcement, and the Department believes that the penalty assessed below and the following conditions are appropriate to address the violations

alleged herein. Therefore, the Department and the Operator (hereinafter collectively "Parties") agree to enter into this CONSENT ORDER with the following terms and conditions:

A. The Operator shall pay to the Department a civil penalty in the amount of \$40,000 in settlement of the violations alleged herein, payable in twelve monthly installments. The first installment payment shall be in the amount of \$3,333.37 with each subsequent installment payment in the amount of \$3,333.33. The first payment shall be due thirty days from the issuance date of this Consent Order, with each subsequent payment due on the first of each month thereafter. Failure to pay the civil penalty in accordance with the specified payment schedule may result in the Department's filing a civil action in the Circuit Court of Montgomery County to recover the civil penalty.

B. Alternatively, the Operator may elect to perform a Supplemental Environmental Project (hereinafter "SEP"), which has been first approved by the Department, to offset a portion of the civil penalty referenced in Paragraph A above. This SEP may, at the sole discretion of the Department, offset a portion of the penalty at a ratio of \$1.00 for every \$3.00 spent on the SEP but in no event shall the penalty be offset below \$10,000. Should the Operator elect to perform the SEP, the Operator shall submit, within thirty days of the effective date of this Consent Order, a written report describing the SEP project, including the SEP implementation schedule. The SEP project and implementation schedule may be implemented only if approved by the Department. Should the Operator elect to perform the SEP project and if the proposed SEP is approved by the Department, then the Operator agrees to pay to the Department a civil penalty in the amount of \$10,000, payable in twelve monthly installments. The first installment payment shall be in the amount of \$833.37 with each subsequent installment payment in the amount of \$833.33. The first installment payment shall be due thirty days after receipt of notification that the SEP is approved, with each subsequent payment due on the first of each month thereafter. Adequate documentation of all expenses related to the SEP shall be submitted to the Department for review and concurrence in determining the amount of the penalty to be offset no later than thirty days after the approved completion date of the SEP or the completion of the SEP, whichever is earlier. Routine operating costs (i.e., those costs that would normally be incurred by the

Operator absent the requirements of the SEP) and costs related to routine compliance requirements, including the costs of complying with the requirements of Paragraphs D through H below, shall not be considered for penalty offset. Should the Operator not offset the total amount of the penalty allowed, the remaining amount of the penalty required which is not offset shall be due and payable within forty-five days of the Department's notifying the Operator of the remaining amount of penalty due to be paid. If the Department does not approve the SEP, then the Operator must pay the penalty required in Paragraph A within thirty days after receipt of notification that the SEP is not approved or according to the payment schedule in Paragraph A beginning thirty days after receipt of notification that the SEP is not approved. If the SEP is implemented, the Operator shall submit monthly status reports to the Department documenting the actual accomplishments and implementation costs.

C. All penalties due pursuant to this Consent Order shall be made payable to the Alabama Department of Environmental Management by certified or cashier's check and shall be remitted to:

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

D. The Operator shall prepare and submit to the Department an Engineering Report that addresses the need for changes in maintenance and operating procedures, the potential for infiltration and inflow, the need for modification of existing treatment and collection system works, and the need for new or additional treatment and collection system works as necessary to achieve compliance with applicable rules and regulations and Permit conditions. The Engineering Report shall include a Compliance Plan with a schedule for implementation of necessary corrective actions and cost of such necessary corrective actions, if known. The Engineering Report shall include a plan for continued maintenance and assessment of the collection system to minimize future inflow and infiltration. 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 90 days after issuance of this Consent Order. If the Department determines through its review of the

submitted Engineering Report that the submittal is not sufficient, then the Operator shall modify the Engineering Report. The Operator shall submit modifications to the Engineering Report, if required, so that they are received by the Department no later than 30 days after Operator's receipt of the Department's comments. The Operator shall complete implementation of the recommendations provided in the Engineering Report not later than 270 days after issuance of this Consent Order.

E. The Operator shall prepare and submit detailed Monthly Progress Reports to the Department describing the Operator's progress towards achieving compliance with the items presented in the Compliance Plan, including the cost of necessary corrective actions. The Operator shall submit the Progress Reports so that they are received by the Department no later than 120 days after issuance of this Consent Order and continuing every 30 days thereafter that the Operator's performance obligations under this Consent Order remain incomplete. In addition, no later than fourteen days following each due date herein, the Operator shall submit to the Department a written notice of noncompliance, if applicable. Notices of noncompliance shall state the cause(s) of noncompliance, the corrective action taken, and shall describe the Operator's ability to comply with any remaining requirements of this Consent Order.

F. The Operator shall comply with the Draft Permit limitations for DO, pH, NH₃-N, TSS, E. coli, TP, CBOD₅, TRC, CBOD₅ Percent Removal and TSS Percent Removal as set forth in the April 29, 2016 **Draft** NPDES Permit submitted to the Operator for the Facility within 270 days from issuance of this Consent Order. Should a Final NPDES Permit be issued to the Operator, the Operator shall comply with the Final Permit limitations for DO, pH, NH₃-N, TSS, E. coli, TP, CBOD₅, TRC, CBOD₅ Percent Removal and TSS Percent Removal as set forth in the Final Permit, in lieu of the Draft Permit, within 270 days from issuance of this Consent Order, or upon the effective date of the Final Permit, whichever is later.

G. Except as noted in Paragraph F, the Operator shall comply with all other terms, conditions, and limitations of the Draft Permit immediately upon issuance of this Consent Order until such time as any new NPDES permit issued to the Operator for the Facility becomes effective.

H. The Operator shall submit a certification to the Department, signed by a professional engineer licensed to practice in the State of Alabama, indicating whether the Operator is in compliance with all requirements of this Consent Order. The Operator shall submit such certification so that it is received by the Department no later than 300 days after issuance of this Consent Order.

I. After issuance of this Consent Order, the Operator shall pay stipulated 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 D, E and H contained herein. 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	\$ 100.00
31st to 60th day	\$ 200.00
After 60 days	\$ 300.00

If the Operator fails to meet any milestone or any assigned date ninety days after the required dates found in Paragraphs D, E, and H, the Department reserves the right to file a new action against the Operator.

J. Cumulative stipulated penalties described in Paragraph I above shall under no circumstances exceed \$18,000.00. Once stipulated penalties of \$18,000.00 are due to the Department, or should violations continue to occur after the final compliance date specified in the accepted Compliance Plan, the Department reserves the right to issue additional orders or file suit against the Operator in the Circuit Court of Montgomery County or other court of competent jurisdiction to enforce compliance with this Consent Order.

K. Payment of stipulated penalties are due for violations of milestone dates under this Consent Order not later than the 28th day of the month following the month a milestone date was not achieved. Notification to the Operator by the Department of the assessment of any stipulated penalty is not required.

L. This Consent Order shall apply to and be binding upon both Parties, their directors, officers, and all persons or entities acting under or for them. Each signatory to this Consent Order certifies that he or she is fully authorized by the Party he or she represents to enter into the terms and conditions of this Consent Order, to execute the Consent Order on behalf of the Party represented, and to legally bind such Party.

M. Subject to the terms of these presents and subject to provisions otherwise provided by statute, this Consent Order is intended to operate as a full resolution of the violations which are cited in this Consent Order.

N. The Operator is not relieved from any liability if it fails to comply with any provision of this Consent Order.

O. For purposes of this Consent Order only, the Department may properly bring an action to compel compliance with the terms and conditions contained herein in the Circuit Court of Montgomery County. In any action brought by the Department to compel compliance with the terms of this Agreement, the Operator shall be limited to the defenses of *Force Majeure*, compliance with this Agreement and physical impossibility. A *Force Majeure* is defined as any event arising from causes that are not foreseeable and are beyond the reasonable control of the Operator, including its contractors and consultants, which could not be overcome by due diligence (i.e., causes which could have been overcome or avoided by the exercise of due diligence will not be considered to have been beyond the reasonable control of the Operator) and which delays or prevents performance by a date required by the Consent Order. Events such as unanticipated or increased costs of performance, changed economic circumstances, normal precipitation events, or failure to obtain federal, state, or local permits shall not constitute *Force Majeure*. Any request for a modification of a deadline shall be accompanied by the reasons (including documentation) for each extension and the proposed extension time. The Operator shall submit this information so that it is received by the Department a minimum of ten working days prior to the original anticipated completion date. If the Department, after review of the extension request, finds the work was delayed because of conditions beyond the control and without the fault of the Operator, the Department may extend the time as justified by the

circumstances. The Department may also grant any other additional time extension as justified by the circumstances, but it is not obligated to do so.

P. The sole purpose of this Consent Order is to resolve and dispose of all allegations and contentions stated herein concerning the factual circumstances referenced herein. Should additional facts and circumstances be discovered in the future concerning the Facility which would constitute possible violations not addressed in this Consent Order, then such future violations may be addressed in other orders as may be issued by the Director, by litigation initiated by the Department, or by such other enforcement action as may be appropriate. The Operator shall not object to such future orders, litigation, or enforcement action based on the issuance of this Consent Order if such future orders, litigation, or other enforcement action addresses new matters not raised in this Consent Order.

Q. This Consent Order shall be considered final and effective immediately upon signature of all Parties. This Consent Order shall not be appealable, and the Operator does hereby waive any hearing on the terms and conditions of same.

R. This Consent Order shall not affect the Operator's obligation to comply with any Federal, State, or local laws or regulations.

S. Final approval and entry into this Consent Order are subject to the requirements that the Department provide notice of proposed orders to the public, and that the public have at least thirty days within which to comment on the proposed Consent Order.

T. Should any provision of this Consent Order be declared by a court of competent jurisdiction or the Environmental Management Commission to be inconsistent with Federal or State law and therefore unenforceable, the remaining provisions hereof shall remain in full force and effect.

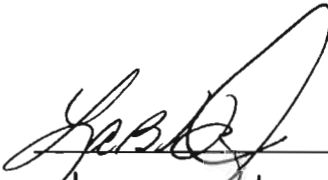
U. Any modification of this Consent Order shall be agreed to in writing and signed by both Parties.

V. Except as otherwise set forth herein, this Consent Order is not and shall not be interpreted to be a permit or modification of an existing permit under Federal, State, or local law,

and shall not be construed to waive or relieve the Operator of its obligations to comply in the future with any permit.

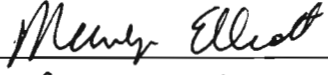
Executed in duplicate, with each part being an original.

PHOENIX WATER RESOURCES, LLC

By: 
Its: Managing Member
Date: 8/5/16

**ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**

EXECUTED AND ISSUED:

By: 
Its: Deputy Director
Date: 9/16/2016

Attachment 1
Eastwood Mobile Home Village WWTP
NPDES Permit No. AL0056685

<u>Monitoring Period</u>	<u>Parameter</u>	<u>Average, Max, Min</u>	<u>Unit</u>	<u>Limit</u>	<u>Reported Value</u>
May 2016	NH ₃ -N	Monthly Average	mg/L	2.0	6.5
May 2016	NH ₃ -N	Weekly Average	mg/L	3.0	11.2
May 2016	TP	Monthly Average	mg/l	0.3	2.2
May 2016	E. Coli	Monthly Average	col/100mL	548	1625
May 2016	E. Coli	Maximum Daily	col/100mL	2507	6500
April 2016	TSS	Weekly Average	mg/l	45.0	48.0
April 2016	NH ₃ -N	Weekly Average	lbs/day	1.75	4.72
April 2016	NH ₃ -N	Monthly Average	mg/l	2.0	13.9
April 2016	NH ₃ -N	Monthly Average	lbs/day	1.16	2.08
April 2016	NH ₃ -N	Weekly Average	mg/l	3.0	26.2
April 2016	CBOD ₅	Weekly Average	mg/l	30.0	76.7
April 2016	CBOD ₅	Monthly Average	mg/l	20.0	21.95
April 2016	E. Coli	Monthly Average	col/100mL	548	14733
April 2016	E. Coli	Maximum Daily	col/100mL	2507	88000
April 2016	TP	Monthly Average	mg/l	0.3	4.24
April 2016	TSS % Removal	Monthly Average Minimum	%	85	79
March 2016	TSS	Monthly Average	mg/L	30.0	49.5
March 2016	TSS	Weekly Average	mg/L	45.0	114
March 2016	NH ₃ -N	Monthly Average	lbs/day	1.16	3.28
March 2016	NH ₃ -N	Weekly Average	lbs/day	1.75	7.5
March 2016	NH ₃ -N	Monthly Average	mg/L	2.0	20.7
March 2016	NH ₃ -N	Weekly Average	mg/L	3.0	33.4
March 2016	CBOD ₅	Weekly Average	lbs/day	17.5	18.5
March 2016	CBOD ₅	Monthly Average	mg/L	20.0	41.9
March 2016	CBOD ₅	Weekly Average	mg/L	30.0	82.4
March 2016	CBOD ₅ % Removal	Monthly Average Minimum	%	85	77
March 2016	TSS % Removal	Monthly Average Minimum	%	85	59
February 2016	TSS	Monthly Average	mg/L	30.0	36.1
February 2016	TSS	Weekly Average	mg/L	45.0	62.0
February 2016	NH ₃ -N	Monthly Average	lbs/day	1.16	2.22
February 2016	NH ₃ -N	Weekly Average	lbs/day	1.75	5.54
February 2016	NH ₃ -N	Monthly Average	mg/L	2.0	12.1
February 2016	NH ₃ -N	Weekly Average	mg/L	3.0	24.6
February 2016	CBOD ₅ % Removal	Monthly Average Minimum	%	85	83
February 2016	TSS % Removal	Monthly Average Minimum	%	85	75
January 2016	TSS	Monthly Average	mg/L	30.0	44.3
January 2016	TSS	Weekly Average	mg/L	45.0	64.0
January 2016	NH ₃ -N	Monthly Average	lbs/day	1.16	3.48
January 2016	NH ₃ -N	Weekly Average	lbs/day	1.75	3.93
January 2016	NH ₃ -N	Monthly Average	mg/L	2.0	21.5
January 2016	NH ₃ -N	Weekly Average	mg/L	3.0	25.2
January 2016	CBOD ₅	Monthly Average	mg/L	20.0	23.6

January 2016	CBOD ₅	Weekly Average	mg/L	30.0	36.1
December 2015	NH ₃ -N	Monthly Average	lbs/day	1.16	3.23
December 2015	NH ₃ -N	Weekly Average	lbs/day	1.75	5.46
December 2015	NH ₃ -N	Monthly Average	mg/L	2.0	20.8
December 2015	NH ₃ -N	Weekly Average	mg/L	3.0	35.0
December 2015	E. coli	Monthly Average	col/100mL	548	TNTC
December 2015	E. coli	Daily Maximum	col/100mL	2507	TNTC
December 2015	CBOD ₅	Monthly Average	mg/L	20.0	23.2
December 2015	CBOD ₅	Weekly Average	mg/L	30.0	58.4
November 2015	TSS	Monthly Average	mg/L	30.0	31.6
November 2015	TSS	Weekly Average	mg/L	45.0	45.5
November 2015	NH ₃ -N	Monthly Average	lbs/day	1.16	4.25
November 2015	NH ₃ -N	Weekly Average	lbs/day	1.75	7.08
November 2015	NH ₃ -N	Monthly Average	mg/L	2.0	29.9
November 2015	NH ₃ -N	Weekly Average	mg/L	3.0	45.4
November 2015	CBOD ₅	Monthly Average	mg/L	20.0	24.5
November 2015	CBOD ₅	Weekly Average	mg/L	30.0	47.0
November 2015	TSS % Removal	Monthly Average Minimum	%	85	77
October 2015	TSS	Monthly Average	lbs/day	17.5	19.1
October 2015	TSS	Weekly Average	lbs/day	26.2	52.7
October 2015	TSS	Monthly Average	mg/L	30.0	135
October 2015	TSS	Weekly Average	mg/L	45.0	372
October 2015	NH ₃ -N	Monthly Average	lbs/day	1.16	5.13
October 2015	NH ₃ -N	Weekly Average	lbs/day	1.75	5.48
October 2015	NH ₃ -N	Monthly Average	mg/L	2.0	37.45
October 2015	NH ₃ -N	Weekly Average	mg/L	3.0	41.6
October 2015	TP	Monthly Average	mg/L	0.3	5.8
October 2015	E. coli	Monthly Average	col/100mL	548	TNTC
October 2015	E. coli	Daily Maximum	col/100mL	2507	TNTC
October 2015	TSS % Removal	Monthly Average Minimum	%	85	30.5
September 2015	NH ₃ -N	Monthly Average	lbs/day	1.16	4.13
September 2015	NH ₃ -N	Weekly Average	lbs/day	1.75	4.58
September 2015	NH ₃ -N	Monthly Average	mg/L	2.0	28.8
September 2015	NH ₃ -N	Weekly Average	mg/L	3.0	29.4
September 2015	TP	Monthly Average	mg/L	0.3	4.47
August 2015	DO	Daily Minimum	mg/L	6.0	3.7
August 2015	TSS	Monthly Average	mg/L	30.0	37
August 2015	TSS	Weekly Average	mg/L	45.0	96
August 2015	NH ₃ -N	Monthly Average	lbs/day	1.16	3.6
August 2015	NH ₃ -N	Weekly Average	lbs/day	1.75	5.0
August 2015	NH ₃ -N	Monthly Average	mg/L	2.0	19.8
August 2015	NH ₃ -N	Weekly Average	mg/L	3.0	28.8
August 2015	TP	Monthly Average	mg/L	0.3	3.0
August 2015	TRC	Monthly Average	mg/L	0.011	0.13
August 2015	TRC	Maximum Daily	mg/L	0.019	0.24
August 2015	E. coli	Monthly Average	col/100mL	126	9100
August 2015	E. coli	Daily Maximum	col/100mL	487	24500
August 2015	TSS % Removal	Monthly Average Minimum	%	85	70
July 2015	DO	Daily Minimum	mg/L	6.0	1.4
July 2015	pH	Daily Minimum	mg/L	6.0	5.8
July 2015	TSS	Monthly Average	mg/L	30.0	31.0
July 2015	TSS	Weekly Average	mg/L	45.0	70.0
July 2015	NH ₃ -N	Monthly Average	lbs/day	1.16	3.84
July 2015	NH ₃ -N	Weekly Average	lbs/day	1.75	5.53

July 2015	NH ₃ -N	Monthly Average	mg/L	2.0	27.6
July 2015	NH ₃ -N	Weekly Average	mg/L	3.0	31.6
July 2015	TP	Monthly Average	mg/L	0.3	2.5
July 2015	TRC	Monthly Average	mg/L	0.011	0.14
July 2015	TRC	Maximum Daily	mg/L	0.019	0.4
July 2015	E. coli	Monthly Average	col/100mL	126	TNTC
July 2015	E. coli	Daily Maximum	col/100mL	487	TNTC
July 2015	TSS % Removal	Monthly Average Minimum	%	85	83
June 2015	DO	Daily Minimum	mg/L	6.0	3.8
June 2015	pH	Daily Minimum	mg/L	6.0	5.85
June 2015	NH ₃ -N	Weekly Average	lbs/day	1.75	1.78
June 2015	NH ₃ -N	Weekly Average	mg/L	3.0	3.5
June 2015	TP	Monthly Average	mg/L	0.3	0.76
June 2015	E. coli	Monthly Average	col/100mL	126	8012
June 2015	E. coli	Daily Maximum	col/100mL	487	26400
May 2015	TP	Monthly Average	mg/L	0.3	0.38

Attachment 2

**CMC Services, Inc.
Eastwood Mobile Home Village WWTP
Irondale, Jefferson County, Alabama
NPDES Permit No. AL0056685**

Violation*	Number of Violations*	(A)	(B)	(C)
		Seriousness of Violation*	Standard of Care*	History of Previous Violations*
Unpermitted Discharges	1	\$ 17,000.00	\$ 4,000.00	\$ 4,000.00
Instream Water Quality Criteria Violations	2	\$ 25,000.00	\$ 10,000.00	\$ -
		\$42,000.00	\$14,000.00	\$4,000.00
		Total (A)	Total (B)	Total (C)
		Base Penalty Total [Total (A) + Total (B) + Total (C)]		
		\$60,000.00		
		Mitigating Factors (-)		
		Economic Benefit (+)		
		Ability to Pay (-)		
		Other Factors** (+/-)		
		INITIAL PENALTY		
		\$60,000.00		
		Total Adjustments (+/-)		
		-\$20,000.00		
		FINAL PENALTY		
		\$40,000.00		

Additional Adjustments due to negotiations, receipt of additional information, or public comment

Mitigating Factors (-)	
Economic Benefit (+)	
Ability to Pay (-)	
Other Factors (+/-)	-\$20,000.00
Total Adjustments (+/-)	-\$20,000.00

Footnotes

*See the "Department's Contentions" portion of the Order for a detailed description of each violation and the penalty factors