

ONIS "TREY" GLENN, III
DIRECTOR

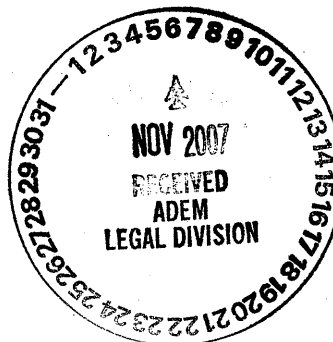


Alabama Department of Environmental Management
adem.alabama.gov
1400 Coliseum Blvd. 36110-2059 ♦ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700
FAX (334) 271-7950

BOB RILEY
GOVERNOR

November 6, 2007

Mr. Knox Norman, President
Ramer Water Company, Inc
P.O. Box 128
Ramer, Alabama 36069



Dear Mr. Norman:

Re: Consent Order No. 08-041-CDW

This letter acknowledges compliance on October 26, 2007 with the provisions of the above referenced Consent Order. The response to these requirements was appreciated and we look forward to the water system's future compliance with its Drinking Water permit and Department regulations.

Sincerely,

A handwritten signature in dark ink, appearing to read "Dennis Harrison".

Dennis Harrison, Chief
Drinking Water Branch
Water Division
ADEM



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
4171 Commanders Drive
Mobile, AL 36615-1421
(251) 432-6533
(251) 432-6598 (Fax)

**ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**

IN THE MATTER OF:)

Ramer Water Company, Inc)
Ramer, Alabama)

CONSENT ORDER No.
08-041-CDW

PWSID No. 0001074)
Permit No. 2003-531)

PREAMBLE

This Special Order by Consent is made and entered into by the Alabama Department of Environmental Management (hereinafter, "Department") and Ramer Water Company, Inc (hereinafter, "Permittee") pursuant to the provisions of the Alabama Environmental Management Act, Ala. Code §§ 22-22A-1 to 22-22A-16 (2006 Rplc. Vol.), the Alabama Safe Drinking Water Act, Ala. Code §§ 22-22-30 to 22-23-53, (2006 Rplc. Vol.), the ADEM Administrative Code of Regulations (hereinafter, (ADEM Admin. Code r.)) promulgated pursuant thereto, and the Federal Safe Drinking Water Act, 42 U.S.C. §§ 300f to 300j-26.

STIPULATIONS

1. The Department is a duly constituted department of the State of Alabama pursuant to §§ 22-22A-1 through 22-22A-16, Ala. Code (2006 Rplc. Vol.).

2. Pursuant to Ala. Code §§ 22-22A-4(n) (2006 Rplc. Vol.), the Department is the state agency responsible for the promulgation and enforcement of drinking water

regulations in accordance with the federal Safe Drinking Water Act, 42 U.S.C. §§ 300f t 300j-26. Additionally, pursuant to Ala. Code § 22-23-49(2) (2006 Rplc. Vol.), the Department is authorized to administer and enforce the provisions of the Alabama Safe Drinking Water Act, Ala. Code §§ 22-23-30 to 22-23-53 (2006 Rplc. Vol.).

3. The Permittee was issued the above referenced Water Supply Permit by the Department which authorizes the operation of a “public water system” as defined at §22-23-31, Ala. Code (2006 Rplc. Vol.). The Permittee’s public water system is a “Community Water System” as defined at §22-23-31, Ala. Code (2006 Rplc. Vol.)

4. ADEM Admin. Code r 335-7-14-.06(1) requires the Permittee to deliver to the Department, no later than July 1 of each year, both a copy of its Consumer Confidence Report (hereinafter, “CCR”) and its certification form for the previous calendar year’s water quality information.

5. The Permittee failed to deliver the calendar year 2006 CCR and/or certification form on or before July 1, 2007.

6. The Permittee consents to abide by the terms of the following Order, and reserves its right to contest the alleged violations as against the Department or any third party in any proceedings, except as provided in Ala. Code § 22-22A-7(c) (2006 Rplc. Vol.).

7. 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 above alleged violations. The Department has determined that the terms contemplated in this Consent Order are in the best interests of the citizens of Alabama.

ORDER

THEREFORE, without admitting that it has violated any statutes or regulations, the Permittee, along with the Department, desires to resolve and settle the compliance issues cited above. Therefore, the Department and the Permittee agree to enter into this Consent Order with the following terms and conditions:

A. That the Permittee agrees to pay to the Department a stipulated penalty of \$3000, if the Permittee fails to deliver the calendar year 2007 CCR or certification form to the Department by July 1, 2008. This stipulated penalty will be due no later than August 31, 2008. Notification to the Permittee of the assessment of the stipulated penalty is not required of the Department.

B. That the Permittee agrees to comply immediately with the provisions of ADEM Admin. Code ch. 335-7-14 and shall continue to do so as long as it operates a public water system.

C. That the Permittee agrees that 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. That the Permittee agrees to comply with the terms, limitations, and conditions of the above referenced Water Supply Permit each and every day hereafter until such time as all requirements of this Consent Order are satisfied.

E. That by agreement of the parties, 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.

F. That 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.

G. That the Permittee agrees that it is not relieved from any liability if it fails to comply with any provision of this Consent Order.

H. That the Permittee agrees that the Department may properly bring an action to compel compliance with the terms and conditions contained herein in the Circuit Court of Montgomery County. The Permittee also agrees that in any action brought by the Department to compel compliance with the terms of this Agreement, the Permittee 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 Permittee, 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 Permittee) 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 must be accompanied by the reasons (including documentation) for each extension and the proposed extension time. This information shall be submitted to 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 Permittee, 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.

I. That by agreement of both parties, 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 Orders as may be issued by the Director, litigation initiated by the Department, or such other enforcement action as may be appropriate, and the Permittee shall not object to such future orders, litigation or enforcement action based on the issuance of this Consent Order if future orders, litigation or other enforcement action address new matters not raised in this Consent Order.

J. That by agreement of both parties, this Consent Order shall be considered final and effective immediately upon signature of all parties. This Consent Order shall

not be appealable, and the Permittee does hereby waive any hearing on the terms and conditions of same.

K. That by agreement of both parties, this Order shall not affect the Permittee's obligation to comply with any Federal, State, or local laws or regulations.

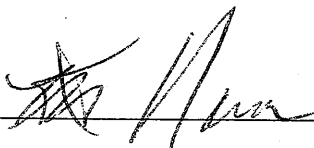
L. That by agreement of the parties, should any provision of this Order be declared by a court of competent jurisdiction or the Environmental Management Commission to be inconsistent with Federal or State law and therefore unenforceable, the remaining provisions hereof shall remain in full force and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

M. That by agreement of the parties, any modifications of this Order must be agreed to in writing signed by both parties.

N. That by agreement of the parties, except as set forth herein, this 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 Permittee of its obligations to comply in the future with any permit.

Executed in duplicate, with each part being an original.

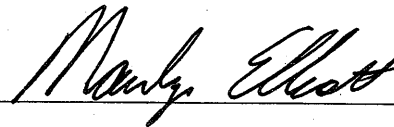
Ramer Water Company, Inc



Knox Norman, President

Ramer Water Company, Inc

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT



Onis "Trey" Glenn, III,
Director

Date:

10/26/2007

Date:

11-5-07