ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

IN THE MATTER OF TROY FILLINGIM HWY 125 LOT 1 & HWY 125 LOT 2 JACK, COFFEE COUNTY, ALABAMA UNPERMITTED CONSTRUCTION ASN4SV4-8KNZ-X8M & ASNP62G-JF9H-AS4	CONSENT ORDER 26-???-CLD

PREAMBLE

This Special Order by Consent is made and entered into by the Alabama Department of Environmental Management (hereinafter "Department" or "ADEM") and Troy Fillingim (hereinafter "Operator") pursuant to the provisions of the Alabama Environmental Management Act, Ala. Code §§ 22-22A-1 to 22-22A-16, as amended, the Alabama Water Pollution Control Act (hereinafter "AWPCA"), Ala. Code §§ 22-22-1 to 22-22-14, as amended, and the regulations promulgated pursuant thereto, and § 402 of the Federal Water Pollution Control Act, 33 U.S.C. § 1342, as amended.

STIPULATIONS

1. The Operator is an individual. The Operator is constructing the residential lots at Hwy 125 Lot 1 & Hwy 125 Lot 2 (hereinafter "Facility") on the western side of Hwy 125 located in T7N, R21E, S26, Hwy 125 in the city of Jack, Coffee County, Alabama.

2. The following references and acronyms are used in this Consent Order and, when used, shall have the meaning of the name or title referenced below.

AEPACS	Alabama Environmental Permitting and Compliance System
BMPs	Best Management Practices
CBMPP	Construction Best Management Practices Plan
GP	ADEM NPDES General Permit ALR100000
NOI	Notice of Intent
NOV	Notice of Violation
NPDES	National Pollutant Discharge Elimination System
QCI	Qualified Credentialed Inspector
QCP	ADEM-recognized Qualified Credentialed Professional

3. The Department is a duly constituted department of the State of Alabama pursuant to Ala. Code §§ 22-22A-1 to 22-22A-16, as amended.

4. Pursuant to Ala. Code § 22-22A-4(n), as amended, the Department is the state agency responsible for the promulgation and enforcement of water pollution control regulations in accordance with the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 to 1387, as amended. In addition, the Department is authorized to administer and enforce the provisions of the AWPCA, Ala. Code §§ 22-22-1 to 22-22-14, as amended.

5. Pursuant to ADEM Admin. Code rs. 335-6-6-.03 and 335-6-6-.23(15), the Operator is required to submit to the Department an NOI and obtain NPDES permit coverage prior to commencing and/or continuing regulated disturbance activities.

6. During an inspection of the Facility on August 12, 2025, the Department documented that the Operator had not applied for and obtained NPDES permit coverage prior to commencing regulated disturbance activities, in violation of ADEM Admin. Code rs. 335-6-6-.03 and 335-6-6-.23(15).

7. Pursuant to Part III. A. of the GP, the Operator shall design, install and maintain effective erosion controls and sediment controls, appropriate for site conditions. Sediment control measures, erosion control measures, and other site management practices must be properly selected based on site-specific conditions, must meet or exceed the technical standards outlined in the Alabama Handbook (defined in Part V. of the GP), and the site-specific CBMPP prepared in accordance with Part III. E. of the GP.

8. Pursuant to Part III. A. 14(b) of the GP, sediment control measures, erosion control measures, and other site management practices shall be designed and maintained to minimize erosion and maximize sediment removal resulting from a two (2) year, twenty-four (24) hour storm event.

9. Pursuant to Part III. E. of the GP, construction activity may not commence until a CBMPP has been prepared in a format acceptable to the Department and certified by a QCP as adequate to meet the requirements of the GP. The Operator shall properly implement and regularly maintain the controls, practices, devices, and measures specified in the CBMPP.

10. During an inspection of the Facility on August 12, 2025, the Department observed and documented that the Operator had not properly implemented and maintained effective BMPs in violation of Part III. A. and E. of the GP resulting in the increased potential for discharges of sediment and other pollutants to waters of the State.

11. Pursuant to Part III. H. of the GP, site inspections shall be performed by a QCI, QCP, or a qualified person under the direct supervision of a QCP. A site inspection shall be performed as often as is necessary until any poorly functioning erosion control or sediment controls, non-compliant discharges, or any other deficiencies observed during a prior inspection are corrected and documented as being in compliance with the requirements of the GP.

12. Pursuant to Part III. H. of the GP, a site inspection shall consist of a complete and comprehensive observation of the entire construction site including all areas of land disturbance, areas used for storage of materials that are exposed to precipitation, affected ditches and other stormwater conveyances, as well as all outfalls, receiving waters and stream banks to determine if, and ensure that, effective erosion controls and sediment controls have been fully implemented and maintained in accordance with the GP, the site CBMPP and the Alabama Handbook; pollutant discharges have been prevented/minimized to the maximum extent practicable; and discharges do not result in a contravention of applicable State water quality standards for the receiving stream(s) or other waters impacted or affected by the Operator.

13. On September 16, 2025, an NOV was sent to each of the two landowners associated with the Facility (Hwy 125 Lot 1 & Hwy 125 Lot 2) by the Department as a result of the August 12, 2025, inspection. The NOVs notified the landowners of deficiencies documented at the Facility and required the landowners to submit to the Department, within ten (10) days of receipt of the NOVs, a written report prepared and certified by a QCP that all deficiencies at the Facility had been corrected. The NOV required documentation that a site assessment had been conducted of all existing BMPs and that said BMPs are sufficiently designed and properly implemented and maintained to prevent and/or minimize erosion and to maximize sediment removal resulting from a two (2) year, twenty-four (24) hour precipitation event, and to prevent pollution to the maximum extent practicable from leaving the site, entering offsite conveyances, and/or discharging into affected State waters, in accordance with the requirements of the GP and the Alabama Handbook. The NOV also required the landowners to submit to the Department a complete and correct NOI, including the appropriate fee.

14. On October 1, 2025, the Department spoke with the Operator on the phone, and the Operator accepted responsibility for the work indicated within each of the September 16, 2025, NOVs issued to the

two landowners. Additionally, on October 1, 2025, after the phone conversation with the Operator, the Department reiterated via email the required NOV submittals associated with the Facility and provided copies of the issued NOVs.

15. On October 23, 2025, the Operator submitted a response to the Department which contested the need for, and which also did not contain, the information required by the September 16, 2025, NOVs issued for the Facility (Hwy 125 Lot 1 & Hwy 125 Lot 2). The Operator also requested a 90-day extension.

16. On November 5, 2025, the Department submitted an additional detailed email to the Operator in response to the October 23, 2025, email, explaining the requirements of the issued NOVs. The Department denied the Operator's request for a 90-day extension.

17. On January 28, 2026, an NOV notification of non-compliance letter was sent to the Operator by the Department due to a lack of compliance with the issued NOVs. The NOV notification of non-compliance letter notified the Operator of deficiencies documented at the Facility and required the Operator to submit to the Department, within ten (10) days of receipt of the letter, all of the information required by the original NOVs including a written report prepared and certified by a QCP that all deficiencies at the Facility had been corrected.

18. As of May 4, 2026, the information and certification requested in the January 28, 2026, NOV notification of non-compliance letter had not been submitted to the Department.

19. Ala. Code § 22-22-9(e), as amended, requires an operator to respond within the specified time frame to a notice of violation or non-compliance by the Department.

20. The Operator violated Ala. Code § 22-22-9(e), as amended, by failing to respond to the NOV within the specified timeframe.

21. The Operator neither admits nor denies the Department's allegations. The Operator consents to abide by the terms of the following Consent Order and to pay the civil penalty assessed herein.

CONTENTIONS

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 violations, 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 violations 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. Pursuant to Ala. Code § 22-22A-5(18)(c), as amended, each day such violation continues shall constitute a separate violation. In arriving at this civil penalty, the Department has considered the following:

A. SERIOUSNESS OF THE VIOLATIONS: Considering the general nature of the violations, the seriousness of the violations, their effects, if any on impaired waters, and any available evidence of harm to the environment or threat to the public, the Department determined the base penalty to be $10,500.

B. THE STANDARD OF CARE: In considering the standard of care manifested by the Operator, the Department noted that effective BMPs had not fully been implemented and regularly maintained and that the standard of care taken by the Operator was not commensurate with the applicable regulatory requirements. Therefore, the Department enhanced the penalty by an additional $2,700.

C. ECONOMIC BENEFIT WHICH DELAYED COMPLIANCE MAY HAVE CONFERRED: The Operator has delayed certain costs associated with obtaining/maintaining a valid NPDES permit. The Operator has delayed certain costs associated with implementing and maintaining effective BMPs. In consideration of the economic benefit to the Operator, the Department enhanced the penalty by an additional $1,000.

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

E. HISTORY OF PREVIOUS VIOLATIONS: The Department has documented previous violations by the Operator at this Facility resulting in enforcement action(s). In consideration of the history of previous violations at this Facility, the Department has enhanced the penalty by an additional $5,300.

F. THE ABILITY TO PAY: The Department is unaware of any evidence regarding the Operator's inability to pay the civil penalty.

G. OTHER FACTORS: It should be noted that this Consent Order is a negotiated settlement and, therefore, the Department has compromised on the amount of the penalty the Department believes is warranted in this matter in the spirit of cooperation and the desire to resolve this matter amicably, without incurring the unwarranted expense of litigation.

H. The civil penalty is summarized in Attachment 1.

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 the Department and has considered the six (6) penalty factors enumerated in Ala. Code § 22-22A-5(18)(c), as amended, as well as the need for timely and effective enforcement. The Department believes that the following conditions are appropriate to address the violations alleged herein. Therefore, the Department and the Operator agree to enter into this Consent Order with the following terms and conditions:

A. The Operator agrees to pay to the Department a civil penalty in the amount of $2,500 in settlement of the violations alleged herein within forty-five (45) days from the date of issuance of this Consent Order. Failure to pay the civil penalty within forty-five (45) days from the date of issuance may result in the Department's filing a civil action in the Circuit Court of Montgomery County to recover the civil penalty.

B. The Operator 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
PO Box 301463
Montgomery, Alabama 36130-1463

C. The Operator agrees, that immediately upon receipt of this Consent Order and continuing thereafter, the Operator will ensure immediate and future compliance with the AWPCA, applicable ADEM regulations, and all NPDES permit limitations, terms, and conditions for all ADEM NPDES regulated sites/facilities disturbed, operated, owned, and/or controlled by the Operator or responsible officials of the

Operator, except as may be provided otherwise by an ADEM-accepted compliance schedule contained in this Consent Order or any other Order executed or issued by the Department.

D. The Department and the Operator (hereinafter "Parties") agree that 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.

E. The Parties agree 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.

F. The Operator agrees that the Operator is not relieved from any liability if the Operator fails to comply with any provision of this Consent Order.

G. For purposes of this Consent Order only, the Operator 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 Operator also agrees that 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 the Operator's 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 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 (10) 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 the Department is not obligated to do so.

H. The Parties agree that 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 Operator 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.

I. The Parties agree that 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 the same.

J. The Parties agree that this Consent Order does not preclude, negate, or otherwise affect the Operator's obligation or liability to comply with any Federal, State or local laws, regulations, or permit requirements.

K. The Parties agree that final approval and entry into this Consent Order are subject to the requirements that the Department give notice of proposed penalty orders to the public, and that the public have at least thirty (30) days within which to comment on the Consent Order.

L. The Parties agree that, 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 herein shall remain in full force and effect.

M. The Parties agree that, 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 the Operator's obligations to comply in the future with any permit coverage.

N. The Parties agree that any modifications of this Consent Order must be agreed to in writing and signed by both parties.

Executed in duplicate with each part being an original.

TROY FILLINGIM

(Signature of Authorized Representative)

Troy Fillingim

(Print Name of Authorized Representative)

Owner

Title

Date Signed: 10/19/20

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

Edward F. Poolos, Director

Date Signed: _____

ATTACHMENT 1
Troy Fillingim - HWY 125 LOT 1 & HWY 125 LOT 2
Jack, Coffee County, Alabama
Unpermitted AEPACS Sites ASN4SV4-8KNZ-X8M & ASNP62G-JF9H-AS4

Violation	Number of Violations	Seriousness of Violation & Base Penalty*	Standard of Care*	History of Previous Violations*
Operating an NPDES construction site without, or outside of, NPDES coverage.	1	$5,000	$1,300	$2,500
Effective Best Management Practices (BMPs) not implemented and/or maintained	1	$3,000	$800	$1,500
Failure to respond to a Notice of Violation	1	$2,500	$600	$1,300
Totals:	3	$10,500	$2,700	$5,300

Economic Benefit*:	$1,000
Sub-Total:	$19,500
Mitigating Factors*:	
Ability to Pay*:	
Other Factors*:	
Amount of Initial Penalty:	$19,500
Total Adjustments:	$17,000
Final Penalty:	$2,500

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