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Kim Windle James, Clerk
Chattooga County, Georgia

IN THE STATE COURT OF CHATTOOGA COUNTY
STATE OF GEORGIA

THE TOWN OF LYERLY, GEORGIA,

Plaintiff,

v.

3M COMPANY, et al.,

Defendants.

Case No. 24SCA4052

MOHAWK DEFENDANTS' ANSWER TO FIRST AMENDED COMPLAINT

Defendants Aladdin Manufacturing Corporation (“Aladdin”), Mohawk Carpet, LLC (“Mohawk Carpet”), and Mohawk Industries, Inc. (“Mohawk Industries,” and collectively the “Mohawk Defendants”) respond to Plaintiff Town of Lyerly, Georgia’s (“Lyerly”) First Amended Complaint and state as follows:

DEFENSES

Without assuming the burden of proof where it otherwise rests with Lyerly, the Mohawk Defendants assert the following defenses:

FIRST DEFENSE

Lyerly lacks standing to bring, in whole or in part, the current action under federal and/or state constitutional, statutory, or common law.

SECOND DEFENSE

Lyerly’s First Amended Complaint, and each Count therein, should be dismissed for failure to state a claim upon which relief may be granted against the Mohawk Defendants.

THIRD DEFENSE

Lyerly's claims against the Mohawk Defendants are barred, in whole or in part, by the applicable statute of limitations, and Lyerly's alleged damages are barred to the extent that any damages were incurred outside of the applicable statute of limitations.

FOURTH DEFENSE

Lyerly's claims against the Mohawk Defendants are barred by the doctrines of waiver, estoppel, laches, and/or unclean hands.

FIFTH DEFENSE

The Mohawk Defendants affirmatively assert as a defense, credit, or set-off against the damages claimed by Lyerly, any payment, voluntary payment, or settlement (and any monies paid pursuant thereto) between Lyerly and any other person or entity. The Mohawk Defendants also assert the affirmative defenses of accord and satisfaction, payment, and release.

SIXTH DEFENSE

Lyerly's claims are barred, in whole or in part, by any applicable statute or rule of repose.

SEVENTH DEFENSE

The Mohawk Defendants assert that they owe no duty to Lyerly, that Lyerly cannot establish causation, and that Lyerly's claims are barred by its own negligence and other superseding and other intervening causes.

EIGHTH DEFENSE

Venue is not proper in Chattooga County, Georgia, and should be transferred.

NINTH DEFENSE

Lyerly's claims against the Mohawk Defendants are barred because Lyerly has suffered no legally cognizable damages.

TENTH DEFENSE

Lyerly's claims against the Mohawk Defendants are barred by the doctrine of assumption of risk.

ELEVENTH DEFENSE

Lyerly's claims against the Mohawk Defendants are barred by the Georgia public services doctrine.

TWELFTH DEFENSE

Lyerly's claims against the Mohawk Defendants are barred by the economic loss rule.

THIRTEENTH DEFENSE

Lyerly's claims against the Mohawk Defendants are barred because the conduct of the Mohawk Defendants was in accordance with all applicable laws, regulations, permits, and industry practice, and the Mohawk Defendants had the legal right to discharge industrial wastewater or to transmit industrial wastewater to the wastewater treatment providers pursuant to permits.

FOURTEENTH DEFENSE

The Mohawk Defendants assert the state-of-the-art defense.

FIFTEENTH DEFENSE

Lyerly's claims against the Mohawk Defendants are or may be barred by collateral estoppel, res judicata, and/or a prior pending action.

SIXTEENTH DEFENSE

Lyerly's nuisance claims against the Mohawk Defendants are barred by the doctrine of "coming to the nuisance," the prior nuisance doctrine, the doctrine of consent, and/or the doctrine of license.

SEVENTEENTH DEFENSE

Lyerly's claims against the Mohawk Defendants are barred by the doctrine of primary jurisdiction.

EIGHTEENTH DEFENSE

Although the Mohawk Defendants deny that Lyerly is entitled to punitive damages, the Mohawk Defendants affirmatively plead that any award of punitive damages against the Mohawk Defendants would violate the Georgia and United States Constitutions, and that in any event any claim for punitive damages is subject to the limitations, cap, and protections under the law, including but not limited to O.C.G.A. § 51-12-1, *et seq.*

NINETEENTH DEFENSE

Lyerly's claims for any equitable relief against the Mohawk Defendants are barred because Lyerly has an adequate remedy at law, if Lyerly is entitled to any remedy.

TWENTIETH DEFENSE

Lyerly has failed to join one or more necessary parties.

TWENTY-FIRST DEFENSE

Any recovery by Lyerly may be barred or reduced by the negligence, fault, conduct, or carelessness of others for whose conduct the Mohawk Defendants are not responsible. Any judgment rendered against the Mohawk Defendants in this action, under all theories of liability, must be limited to the fault, if any, attributable to the Mohawk Defendants. If any judgment in Lyerly's favor is entered in this matter, including against the Mohawk Defendants, then said judgment must be apportioned among any and all other persons or entities, known or unknown, whether parties or non-parties, who are or could be responsible for any of Lyerly's injuries or damages. *See* O.C.G.A. § 51-12-33.

TWENTY-SECOND DEFENSE

Lyerly's claims against the Mohawk Defendants are barred by the doctrine of preemption because the Georgia Water Quality Control Act, its regulations, and the relevant permits issued thereunder and applicable federal statutes and regulations preempt Lyerly's claims.

TWENTY-THIRD DEFENSE

The Mohawk Defendants adopt and incorporate herein by reference any applicable defense asserted by any other defendant in this action.

The above defenses and affirmative defenses are based on the facts and information currently known to the Mohawk Defendants. The Mohawk Defendants reserve the right to amend or add defenses or affirmative defenses based on facts later discovered, pleaded, or offered.

STATEMENT OF THE CASE

1. The Mohawk Defendants admit that this case involves the manufacture, sale, use, and discharge of PFAS. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 1 and its footnote and therefore deny those allegations.

2. The Mohawk Defendants admit that chemical companies sold certain products to Aladdin that were used to provide soil resistant properties to carpet. The Mohawk Defendants also admit that they have become aware that certain products sold by those chemical companies may have contained PFAS. The Mohawk Defendants deny any remaining allegations contained in Paragraph 2 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 2 that are directed at other Defendants, no response is required of the Mohawk Defendants.

3. The Mohawk Defendants admit that science has shown that PFAS are persistent in the environment and bio-accumulative. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 3 and therefore deny those allegations.

4. The Mohawk Defendants admit that science has shown that PFAS are persistent in the environment and bio-accumulative and that PFAS have been referred to by some as “forever chemicals.” The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in Paragraph 4 and therefore deny those allegations.

5. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5, particularly as they relate to the undefined term “conventional,” and therefore deny those allegations.

6. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 and therefore deny those allegations.

7. The Mohawk Defendants deny the allegations contained in Paragraph 7 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 7 that are directed at other Defendants, no response is required of the Mohawk Defendants.

8. The Mohawk Defendants admit that the PFAS Manufacturer Defendants actively concealed and withheld information from their customers, including Aladdin, regarding their products’ alleged pernicious effects and likelihood of causing pollution to Lyster’s water supply. The Mohawk Defendants deny any remaining allegations contained in Paragraph 8 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 8 that are directed at other Defendants, no response is required of the Mohawk Defendants.

9. The Mohawk Defendants admit that the PFAS Manufacturer Defendants sold certain products to Aladdin. The Mohawk Defendants also admit that they have become aware that certain products sold by the PFAS Manufacturer Defendants may have contained PFAS. The Mohawk Defendants also admit that Aladdin has discharged wastewater from certain facilities. The Mohawk Defendants deny any remaining allegations contained in Paragraph 9 that are directed at the Mohawk Defendants. For any allegations contained in Paragraph 9 that are directed at other Defendants, no response is required of the Mohawk Defendants. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 9 and therefore deny those allegations.

10. The Mohawk Defendants deny the allegations contained in Paragraph 10 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 10 that are directed at other Defendants, no response is required of the Mohawk Defendants.

11. The Mohawk Defendants deny the allegations contained in Paragraph 11 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 11 that are directed at other Defendants, no response is required of the Mohawk Defendants.

12. The Mohawk Defendants deny the allegations contained in Paragraph 12 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 12 that are directed at other Defendants, no response is required of the Mohawk Defendants. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 12 and therefore deny those allegations.

13. The Mohawk Defendants deny the allegations contained in Paragraph 13 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 13 that are directed at other Defendants, no response is required of the Mohawk Defendants. The Mohawk Defendants

lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 13 and therefore deny those allegations.

JURISDICTION AND VENUE

14. Paragraph 14 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 and therefore deny those allegations.

15. The Mohawk Defendants deny the allegations contained in Paragraph 15 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 15 that are directed at other Defendants, no response is required of the Mohawk Defendants. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 15 and therefore deny those allegations.

16. Paragraph 16 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants admit that at least one of the Defendants has an office and transacts business in Chattooga County. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16 and therefore deny those allegations.

17. Paragraph 17 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 17 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 17 that are directed at other Defendants, no response is required of the Mohawk Defendants. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 17 and therefore deny those allegations.

18. Paragraph 18 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18 and therefore deny those allegations.

19. Paragraph 19 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 19 and therefore deny those allegations.

20. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20 and therefore deny those allegations.

21. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 and therefore deny those allegations.

NO CLASS ACTION PARTICIPATION

22. The Mohawk Defendants admit that they have been sued in other cases involving allegations of PFAS pollution to public water systems. For the allegations contained in Paragraph 22 that are directed at other Defendants, no response is required of the Mohawk Defendants.

23. The allegations contained in Paragraph 23 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 23 and therefore deny those allegations.

24. The allegations contained in Paragraph 24 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants. The Mohawk Defendants

lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 24 and therefore deny those allegations.

PARTIES

I. Plaintiff

25. The Mohawk Defendants admit that Lyerly is located in Chattooga County and is a municipal corporation organized under the laws of the State of Georgia. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 25 and therefore deny those allegations.

26. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 and therefore deny those allegations.

27. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27, particularly as they relate to the undefined term “conventional,” and therefore deny those allegations.

28. The Mohawk Defendants deny the allegations contained in Paragraph 28 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 28 that are directed at other Defendants, no response is required of the Mohawk Defendants.

29. The Mohawk Defendants deny the allegations contained in Paragraph 29 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 29 that are directed at other Defendants, no response is required of the Mohawk Defendants. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 29 and therefore deny those allegations.

30. The Mohawk Defendants admit that Lyerly seeks damages in this case. The Mohawk Defendants deny that Lyerly is entitled to any such damages in this case. The Mohawk

Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 30 and therefore deny those allegations.

II. Defendants

A. PFAS Manufacturers

31. The Mohawk Defendants admit that they have become aware that certain products sold by 3M may have contained PFAS. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 31 and therefore deny those allegations.

32. The Mohawk Defendants admit that they have become aware that certain products sold by Daikin may have contained PFAS. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 32 and therefore deny those allegations.

33. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33 and therefore deny those allegations.

34. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34 and therefore deny those allegations.

35. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 35 and therefore deny those allegations.

36. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 and therefore deny those allegations.

37. The Mohawk Defendants admit that they have become aware that certain products sold by DuPont may have contained PFAS. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 37 and therefore deny those allegations.

38. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 38 and therefore deny those allegations.

39. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 39 and therefore deny those allegations.

40. The Mohawk Defendants admit that they have become aware that certain products sold by Chemours may have contained PFAS. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 40 and therefore deny those allegations.

41. The Mohawk Defendants admit that the PFAS Manufacturers sold certain products to Aladdin. The Mohawk Defendants also admit that they have become aware that certain products sold by the PFAS Manufacturers may have contained PFAS. The Mohawk Defendants deny any remaining allegations contained in Paragraph 41 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 41 that are directed at other Defendants, no response is required of the Mohawk Defendants.

42. The Mohawk Defendants admit that the PFAS Manufacturers sold certain products to Aladdin. The Mohawk Defendants also admit that they have become aware that certain products sold by the PFAS Manufacturers may have contained PFAS. The Mohawk Defendants also admit that Aladdin has discharged wastewater from certain facilities. The Mohawk Defendants deny any remaining allegations contained in Paragraph 42 that are directed at the Mohawk Defendants. For any allegations contained in Paragraph 42 that are directed at other Defendants, no response is required of the Mohawk Defendants. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 42 and therefore deny those allegations.

43. The allegations contained in Paragraph 43 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants.

44. The allegations contained in Paragraph 44 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants.

B. PFAS Users

45. The Mohawk Defendants deny that Mohawk Industries transacts business in Chattooga County, Georgia. The Mohawk Defendants admit the remaining allegations contained in Paragraph 45.

46. The Mohawk Defendants deny that Mohawk Carpet transacts business in Chattooga County, Georgia. The Mohawk Defendants admit the remaining allegations contained in Paragraph 46.

47. The Mohawk Defendants admit the allegations contained in Paragraph 47.

48. The Mohawk Defendants admit that the Amended Complaint refers to Mohawk Industries, Mohawk Carpet, and Aladdin collectively as “Mohawk.” The Mohawk Defendants deny any remaining allegations contained in Paragraph 48.

49. The Mohawk Defendants admit that Aladdin formerly operated a facility located at 5081 Highway 114, Lyerly, GA 30730 in Chattooga County and currently operates a bottle-recycling and yarn extrusion facility located at 106 John Bankston Dr, Summerville, GA 30747 in Chattooga County. The Mohawk Defendants deny any remaining allegations contained in Paragraph 49.

50. The Mohawk Defendants deny the allegations contained in Paragraph 50 that are directed at the Mohawk Defendants. For any allegations contained in Paragraph 50 that are directed at other Defendants, no response is required of the Mohawk Defendants.

51. The Mohawk Defendants admit that Aladdin has in the past and/or currently owns and/or operates manufacturing facilities related to the carpet and flooring industries. The Mohawk Defendants also admit that the PFAS Manufacturers sold certain products to Aladdin. The Mohawk Defendants also admit that they have become aware that certain products sold by the PFAS Manufacturers may have contained PFAS. The Mohawk Defendants deny any remaining allegations contained in Paragraph 51 that are directed at the Mohawk Defendants. For any allegations contained in Paragraph 51 that are directed at other Defendants, no response is required of the Mohawk Defendants. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 51 and therefore deny those allegations.

52. The Mohawk Defendants admit that Aladdin has discharged wastewater from certain facilities. The Mohawk Defendants deny any remaining allegations contained in Paragraph 52 that are directed at the Mohawk Defendants. For any allegations contained in Paragraph 52 that are directed at other Defendants, no response is required of the Mohawk Defendants. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 52 and therefore deny those allegations.

53. The Mohawk Defendants deny the allegations contained in Paragraph 53 that are directed at the Mohawk Defendants. The Mohawk Defendants also state that the referenced permits, examples of which are attached as Exhibit A, speak for themselves and deny any allegations inconsistent with the permits' terms. For any allegations contained in Paragraph 53 that are directed at other Defendants, no response is required of the Mohawk Defendants.

54. The Mohawk Defendants deny the allegations contained in Paragraph 54 that are directed at the Mohawk Defendants. For any allegations contained in Paragraph 54 that are directed at other Defendants, no response is required of the Mohawk Defendants.

FACTUAL ALLEGATIONS

I. Defendants Have Known for Decades That “Long-Chain” PFAS are a Threat to Human Health and the Environment.

55. The Mohawk Defendants admit that PFAS are man-made, synthetic chemicals that impart oil, water, and stain resistance properties to various products, including carpet. The Mohawk Defendants also admit that science has shown that PFAS are persistent in the environment. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 55 and therefore deny those allegations.

56. The Mohawk Defendants admit that PFAS have been referred to by some as “forever chemicals” and that science has shown that PFAS are persistent in the environment and bio-accumulative. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 56 and therefore deny those allegations.

57. The Mohawk Defendants admit that PFAS have been referred to by some as “forever chemicals” and that science has shown that PFAS are persistent in the environment. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 57 and therefore deny those allegations.

58. The Mohawk Defendants admit that PFOS and PFOA are two types of PFAS. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in Paragraph 58 and therefore deny those allegations.

59. The Mohawk Defendants admit that PFOS and PFOA are two types of PFAS that are sometimes referred to as “long-chain” PFAS or “C-8.” The Mohawk Defendants also admit that science has shown that PFAS are persistent in the environment. The Mohawk Defendants deny the remaining allegations contained in Paragraph 59 that are directed at the Mohawk Defendants. For any allegations contained in Paragraph 59 that are directed at other Defendants, no response is required of the Mohawk Defendants. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 59 and therefore deny those allegations.

60. The Mohawk Defendants admit that 3M sold certain products to Aladdin. The Mohawk Defendants also admit that they have become aware that certain products sold by 3M may have contained PFAS. The Mohawk Defendants deny any remaining allegations contained in Paragraph 60 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 60 that are directed at other Defendants, no response is required of the Mohawk Defendants.

61. The Mohawk Defendants admit that DuPont, Daikin, and 3M sold certain products to Aladdin. The Mohawk Defendants also admit that they have become aware that certain products sold by DuPont, Daikin, and 3M may have contained PFAS. The Mohawk Defendants deny any remaining allegations contained in Paragraph 61 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 61 that are directed at other Defendants, no response is required of the Mohawk Defendants.

62. The allegations contained in Paragraph 62 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants.

63. The allegations contained in Paragraph 63 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants.

64. The allegations contained in Paragraph 64 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants.

65. The allegations contained in Paragraph 65 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants.

66. The allegations contained in Paragraph 66 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants.

67. The allegations contained in Paragraph 67 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants.

68. The Mohawk Defendants deny the allegations contained in Paragraph 68 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 68 that are directed at other Defendants, no response is required of the Mohawk Defendants.

69. The allegations contained in Paragraph 69 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants.

70. The allegations contained in Paragraph 70 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants.

71. The allegations contained in Paragraph 71 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants.

72. The allegations contained in Paragraph 72 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants.

73. The allegations contained in Paragraph 73 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants.

74. The allegations contained in Paragraph 74 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants.

75. The allegations contained in Paragraph 75 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants.

76. The Mohawk Defendants deny the allegations contained in Paragraph 76 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 76 that are directed at other Defendants, no response is required of the Mohawk Defendants.

77. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 77 and therefore deny those allegations.

78. The allegations contained in Paragraph 78 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants.

79. The Mohawk Defendants admit that science has shown that PFAS are persistent in the environment and bio-accumulative. The Mohawk Defendants deny the remaining allegations contained in Paragraph 79 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 79 that are directed at other Defendants, no response is required of the Mohawk Defendants.

80. The Mohawk Defendants deny the allegations contained in Paragraph 80 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 80 that are directed at other Defendants, no response is required of the Mohawk Defendants.

81. The Mohawk Defendants deny the allegations contained in Paragraph 81 that are directed at the Mohawk Defendants. The Mohawk Defendants also state that the referenced permits, examples of which are attached as Exhibit A, speak for themselves and deny any

allegations inconsistent with the permits' terms. For the allegations contained in Paragraph 81 that are directed at other Defendants, no response is required of the Mohawk Defendants.

82. The Mohawk Defendants deny the allegations contained in Paragraph 82 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 82 that are directed at other Defendants, no response is required of the Mohawk Defendants.

83. The Mohawk Defendants admit that the PFAS Manufacturers sold certain products to Aladdin. The Mohawk Defendants also admit that they have become aware that certain products sold by the PFAS Manufacturers may have contained PFAS. The Mohawk Defendants deny the remaining allegations contained in Paragraph 83 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 83 that are directed at other Defendants, no response is required of the Mohawk Defendants.

84. The Mohawk Defendants deny the allegations contained in Paragraph 84 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 84 that are directed at other Defendants, no response is required of the Mohawk Defendants. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 84 and therefore deny those allegations.

II. "Short-Chain" PFAS

85. The Mohawk Defendants admit that the PFAS Manufacturers sold certain products to Aladdin. The Mohawk Defendants also admit that they have become aware that certain products sold by the PFAS Manufacturers may have contained PFAS. The Mohawk Defendants deny any remaining allegations contained in Paragraph 85 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 85 that are directed at other Defendants, no response is required of the Mohawk Defendants.

86. The allegations contained in Paragraph 86 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants.

87. The allegations contained in Paragraph 87 are not directed at the Mohawk Defendants. Thus, no response is required of the Mohawk Defendants.

88. The Mohawk Defendants admit that science has shown that PFAS are persistent in the environment and bio-accumulative. The Mohawk Defendants also admit that the PFAS Manufacturers sold certain products to Aladdin. The Mohawk Defendants also admit that they have become aware that certain products sold by the PFAS Manufacturers may have contained PFAS. The Mohawk Defendants deny the remaining allegations contained in Paragraph 88 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 88 that are directed at other Defendants, no response is required of the Mohawk Defendants.

89. The Mohawk Defendants deny the allegations contained in Paragraph 89 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 89 that are directed at other Defendants, no response is required of the Mohawk Defendants.

III. PFAS Regulations

90. The Mohawk Defendants admit that, in 2009, the EPA published a Provisional Health Advisory for PFOA and PFOS. The Mohawk Defendants state that the EPA's advisories speak for themselves and deny any allegations inconsistent with the advisories' terms. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in Paragraph 90 and therefore deny those allegations.

91. The Mohawk Defendants admit that, in 2016, the EPA published a Drinking Water Health Advisory for PFOA and a Drinking Water Health Advisory for PFOS. The Mohawk Defendants state that the EPA's advisories speak for themselves and deny any allegations

inconsistent with the advisories' terms. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in Paragraph 91 and therefore deny those allegations.

92. The Mohawk Defendants admit that, in 2022, the EPA published interim lifetime Drinking Water Health Advisories for PFOS and PFOA. The Mohawk Defendants state that the EPA's advisories speak for themselves and deny any allegations inconsistent with the advisories' terms. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in Paragraph 92 and therefore deny those allegations.

93. The Mohawk Defendants admit that, in March 2023, the EPA proposed a National Primary Drinking Water Regulation (NPDWR) for six PFAS: PFOA, PFOS, PFBS, PFNA, PFHxS, and Gen-X. The Mohawk Defendants state that the EPA's proposed rule speaks for itself and deny any allegations inconsistent with the proposed rule's terms. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in Paragraph 93 and therefore deny those allegations.

94. The Mohawk Defendants admit that on April 10, 2024, the EPA announced the final National Primary Drinking Water Regulation (NPDWR) for six PFAS: PFOA, PFOS, PFHxS, PFNA, HFPO-DA, and mixtures containing two or more of PFHxS, PFNA, HFPO-DA and PFBS. The Mohawk Defendants state that the EPA's final rule speaks for itself and deny any allegations inconsistent with the terms of the EPA's final rule. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in Paragraph 94 and therefore deny those allegations.

95. The Mohawk Defendants state that the EPA's final rule speaks for itself and deny any allegations inconsistent with the terms of the EPA's final rule. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in Paragraph 95 and therefore deny those allegations.

96. The Mohawk Defendants state that the EPA's final rule speaks for itself and deny any allegations inconsistent with the terms of the EPA's final rule. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in Paragraph 96 and therefore deny those allegations.

97. The Mohawk Defendants state that the EPA's final rule and announcement speak for themselves and deny any allegations inconsistent with the terms of the EPA's final rule and announcement. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in Paragraph 97 and therefore deny those allegations.

98. The Mohawk Defendants state that the EPA's final rule and explanation speak for themselves and deny any allegations inconsistent with the terms of the EPA's final rule and explanation. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in Paragraph 98 and therefore deny those allegations.

99. The Mohawk Defendants admit that in April 2024, the EPA issued a final rule that designated PFOA and PFOS as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The Mohawk Defendants state that the EPA's final rule speaks for itself and deny any allegations inconsistent with the terms of the EPA's final rule. The Mohawk Defendants lack knowledge or information sufficient to form a belief as

to the truth of any remaining allegations contained in Paragraph 99 and therefore deny those allegations.

IV. PFAS POLLUTION IN AND AROUND PLAINTIFF'S WATER SUPPLY

100. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 100 and therefore deny those allegations.

101. The Mohawk Defendants deny the allegations contained in Paragraph 101 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 101 that are directed at other Defendants, no response is required of the Mohawk Defendants. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 101 and therefore deny those allegations.

102. The Mohawk Defendants admit that Aladdin operates manufacturing facilities. The Mohawk Defendants also admit that the PFAS Manufacturers sold certain products to Aladdin. The Mohawk Defendants also admit that they have become aware that certain products sold by the PFAS Manufacturers may have contained PFAS. The Mohawk Defendants also admit that Aladdin has discharged wastewater from certain facilities. The Mohawk Defendants deny any remaining allegations contained in Paragraph 102 that are directed at the Mohawk Defendants. For any allegations contained in Paragraph 102 that are directed at other Defendants, no response is required of the Mohawk Defendants. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 102 and therefore deny those allegations.

103. The Mohawk Defendants deny the allegations contained in Paragraph 103 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 103 that are directed at other Defendants, no response is required of the Mohawk Defendants.

104. The Mohawk Defendants admit that the PFAS Manufacturers sold certain products to Aladdin. The Mohawk Defendants also admit that they have become aware that certain products sold by the PFAS Manufacturers may have contained PFAS. The Mohawk Defendants also admit that Aladdin has discharged wastewater from certain facilities. The Mohawk Defendants deny any remaining allegations contained in Paragraph 104 that are directed at the Mohawk Defendants. For any allegations contained in Paragraph 104 that are directed at other Defendants, no response is required of the Mohawk Defendants.

105. The Mohawk Defendants deny the allegations contained in Paragraph 105 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 105 that are directed at other Defendants, no response is required of the Mohawk Defendants. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 105 and therefore deny those allegations.

106. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 106 and therefore deny those allegations.

107. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 107 and therefore deny those allegations.

108. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 108 and therefore deny those allegations.

109. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 109 and therefore deny those allegations.

110. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 110 and therefore deny those allegations.

111. The Mohawk Defendants admit that science has shown that PFAS are persistent in the environment and bio-accumulative. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 111 and therefore deny those allegations.

112. The Mohawk Defendants admit that science has shown that PFAS are persistent in the environment. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 112 and therefore deny those allegations.

113. The Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 113 and therefore deny those allegations.

COUNT I – NEGLIGENCE

114. The Mohawk Defendants incorporate by reference their responses to the prior paragraphs of the Complaint as if fully set forth herein.

115. Paragraph 115 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 115 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 115 that are directed at other Defendants, no response is required of the Mohawk Defendants.

116. Paragraph 116 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants state that the Georgia Water Quality Control Act regulations speak for themselves and deny any allegations inconsistent with the terms of the regulations.

117. Paragraph 117 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 117 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 117 that are directed at other Defendants, no response is required of the Mohawk Defendants.

118. Paragraph 118 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 118 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 118 that are directed at other Defendants, no response is required of the Mohawk Defendants.

119. Paragraph 119 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 119 that are directed at the Mohawk Defendants. The Mohawk Defendants also state that the referenced permits, examples of which are attached as Exhibit A, speak for themselves and deny any allegations inconsistent with the permits' terms. For the allegations contained in Paragraph 119 that are directed at other Defendants, no response is required of the Mohawk Defendants.

120. Paragraph 120 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 120 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 120 that are directed at other Defendants, no response is required of the Mohawk Defendants.

121. Paragraph 121 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 121 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 121 that are directed at other Defendants, no response is required of the Mohawk Defendants.

122. Paragraph 122 and the accompanying clause contain legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 122 and the accompanying clause that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 122 that are directed at other Defendants, no response is required of the Mohawk Defendants.

COUNT II – PUBLIC NUISANCE

123. The Mohawk Defendants incorporate by reference their responses to the prior paragraphs of the Complaint as if fully set forth herein.

124. Paragraph 124 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 124 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 124 that are directed at other Defendants, no response is required of the Mohawk Defendants.

125. Paragraph 125 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 125 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 125 that are directed at other Defendants, no response is required of the Mohawk Defendants.

126. Paragraph 126 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 126 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 126 that are directed at other Defendants, no response is required of the Mohawk Defendants.

127. Paragraph 127 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 127 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 127 that are directed at other Defendants, no response is required of the Mohawk Defendants.

128. Paragraph 128 and the accompanying clause contain legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 128 and the accompanying clause that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 128 and the accompanying clause that are directed at other Defendants, no response is required of the Mohawk Defendants.

COUNT III – PRIVATE NUISANCE

129. The Mohawk Defendants incorporate by reference their responses to the prior paragraphs of the Complaint as if fully set forth herein.

130. Paragraph 130 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 130 and therefore deny those allegations.

131. Paragraph 131 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 131 and therefore deny those allegations.

132. Paragraph 132 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 132 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 132 that are directed at other Defendants, no response is required of the Mohawk Defendants.

133. Paragraph 133 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 133 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 133 that are directed at other Defendants, no response is required of the Mohawk Defendants.

134. Paragraph 134 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 134 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 134 that are directed at other Defendants, no response is required of the Mohawk Defendants.

135. Paragraph 135 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 135 that are directed at the Mohawk Defendants. For the allegations contained in

Paragraph 135 that are directed at other Defendants, no response is required of the Mohawk Defendants.

136. Paragraph 136 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 136 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 136 that are directed at other Defendants, no response is required of the Mohawk Defendants.

137. Paragraph 137 and the accompanying clause contain legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 137 and the accompanying clause that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 137 and the accompanying clause that are directed at other Defendants, no response is required of the Mohawk Defendants.

COUNT IV – TRESPASS

138. The Mohawk Defendants incorporate by reference their responses to the prior paragraphs of the Complaint as if fully set forth herein.

139. Paragraph 139 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 139 and therefore deny those allegations.

140. Paragraph 140 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 140 and therefore deny those allegations.

141. Paragraph 141 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 141 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 141 that are directed at other Defendants, no response is required of the Mohawk Defendants.

142. Paragraph 142 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants state that O.C.G.A. § 51-9-7 speaks for itself and deny any allegations inconsistent with the terms of the statute.

143. Paragraph 143 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 143 and therefore deny those allegations.

144. Paragraph 144 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 144 and therefore deny those allegations.

145. Paragraph 145 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 145 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 145 that are directed at other Defendants, no response is required of the Mohawk Defendants.

146. Paragraph 146 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in

Paragraph 146 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 146 that are directed at other Defendants, no response is required of the Mohawk Defendants.

147. Paragraph 147 and the accompanying clause contain legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 147 and the accompanying clause that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 147 and the accompanying clause that are directed at other Defendants, no response is required of the Mohawk Defendants.

COUNT V – WANTONNESS AND PUNITIVE DAMAGES

148. The Mohawk Defendants incorporate by reference their responses to the prior paragraphs of the Complaint as if fully set forth herein.

149. Paragraph 149 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 149 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 149 that are directed at other Defendants, no response is required of the Mohawk Defendants.

150. Paragraph 150 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 150 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 150 that are directed at other Defendants, no response is required of the Mohawk Defendants.

151. Paragraph 151 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in

Paragraph 151 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 151 that are directed at other Defendants, no response is required of the Mohawk Defendants.

152. Paragraph 152 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 152 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 152 that are directed at other Defendants, no response is required of the Mohawk Defendants.

153. Paragraph 153 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 153 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 153 that are directed at other Defendants, no response is required of the Mohawk Defendants.

154. Paragraph 154 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 154 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 154 that are directed at other Defendants, no response is required of the Mohawk Defendants.

155. Paragraph 155 and the accompanying clause contain legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 155 and the accompanying clause that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 155 and the accompanying clause that are directed at other Defendants, no response is required of the Mohawk Defendants.

COUNT VI – ATTORNEYS’ FEES AND EXPENSES OF LITIGATION

156. The Mohawk Defendants incorporate by reference their responses to the prior paragraphs of the Complaint as if fully set forth herein.

157. Paragraph 157 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 157 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 157 that are directed at other Defendants, no response is required of the Mohawk Defendants.

COUNT VII – GEORGIA WATER QUALITY CONTROL ACT

158. The Mohawk Defendants incorporate by reference their responses to the prior paragraphs of the Complaint as if fully set forth herein.

159. Paragraph 159 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants state that O.C.G.A. § 12-5-51 speaks for itself and deny any allegations inconsistent with the terms of the statute.

160. Paragraph 160 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants state that O.C.G.A. § 12-5-51 speaks for itself and deny any allegations inconsistent with the terms of the statute.

161. Paragraph 161 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 161 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 161 that are directed at other Defendants, no response is required of the Mohawk Defendants.

162. Paragraph 162 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants state that O.C.G.A. § 12-5-51 speaks for itself and deny any allegations inconsistent with the terms of the statute.

163. Paragraph 163 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants state that O.C.G.A. § 12-5-51 speaks for itself and deny any allegations inconsistent with the terms of the statute.

164. Paragraph 164 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 164 and therefore deny those allegations.

165. Paragraph 165 contains legal conclusions to which no response is required. To the extent a response is required, the Mohawk Defendants deny the allegations contained in Paragraph 165 that are directed at the Mohawk Defendants. For the allegations contained in Paragraph 165 that are directed at other Defendants, no response is required of the Mohawk Defendants.

RELIEF REQUESTED

The Mohawk Defendants deny that Lyerly is entitled to any of the relief requested in the Relief Demanded section of the First Amended Complaint and deny any allegations in the prayer for relief. The Mohawk Defendants further plead that any allegations not specifically admitted above are expressly denied.

JURY DEMAND

The Mohawk Defendants admit that Lyerly has demanded a jury trial on all issues triable to a jury in this matter.

WHEREFORE, having answered fully, the Mohawk Defendants demand a trial by jury of twelve persons and pray:

- (a) For judgment in the Mohawk Defendants' favor on each and every Count contained in Lyerly's First Amended Complaint;
- (b) That all costs of the action, including reasonable attorneys' fees, be taxed upon Lyerly;
- (c) In the event any injunctive relief is granted, that the Court require Lyerly to post a bond in an amount sufficient to protect all of Mohawk Defendants' interests affected as a result of the injunctive relief; and
- (d) That this Court grant the Mohawk Defendants such other and further relief as the Court deems just, equitable, and proper.

Respectfully submitted this 29th day of August, 2024.

/s/ Doug Scribner

Doug Scribner
Georgia Bar No. 632755
Jason Rottner
Georgia Bar No. 678137
William J. Repko III
Georgia Bar No. 301797
Andrew A. Roberts
Georgia Bar No. 425333

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*Attorneys for Defendants Aladdin
Manufacturing Corporation, Mohawk Carpet,
LLC, and Mohawk Industries, Inc.*

**IN THE STATE COURT OF CHATTOOGA COUNTY
STATE OF GEORGIA**

THE TOWN OF LYERLY, GEORGIA,

Plaintiff,

v.

3M COMPANY, et al.,

Defendants.

Case No. 24SCA4052

CERTIFICATE OF SERVICE

This is to certify that I have caused a true and correct copy of the foregoing document to be served upon all counsel of record by filing same with the PeachCourt e-filing system, which automatically notifies counsel of record in the PeachCourt e-filing system.

This 29th day of August, 2024.

/s/ Andrew A. Roberts

Andrew A. Roberts

Georgia Bar No. 425333

ALSTON & BIRD LLP
1201 W. Peachtree Street
Atlanta, Georgia 30309

Tel: 404-881-7000

Fax: 404-881-7777

andrew.roberts@alston.com

*Attorneys for Defendants Aladdin
Manufacturing Corporation, Mohawk Carpet,
LLC, and Mohawk Industries, Inc.*

Exhibit A



ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

EPD Director's Office

2 Martin Luther King, Jr. Drive
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4713

Mr. Brent Sizemore, Plant Manager
Mohawk Industries Inc.
Lyerly Plant
5081 Highway 114
Lyerly, GA 30730

RE: Permit Issuance
Mohawk Industries, Inc.
NPDES Permit GA0024104
Lyerly, Chattooga County

Dear Mr. Sizemore:

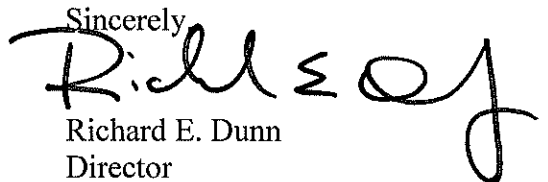
Pursuant to the Georgia Water Quality Control Act, as amended, the Federal Clean Water Act, as amended, and the Rules and Regulations promulgated thereunder, we have issued the attached permit for the above-referenced facility.

Your facility has been assigned to the following EPD office for reporting and compliance. Signed copies of all required reports shall be submitted to the following address:

Environmental Protection Division
Mountain District (Cartersville Office)
P O Box 3250
16 Center Road (30121)
Cartersville, GA 30120

Please be advised that on and after the effective date indicated in the permit, the permittee must comply with all terms, conditions, and limitations of the permit. If you have questions concerning this correspondence, please contact Christopher Douglas at 404.463.0932 or Christopher.Douglas@dnr.ga.gov.

Sincerely,



Richard E. Dunn
Director

RED:cd

Enclosure(s)

CC: EPD Mountain District (Cartersville Office) – Ms. Cindy Nix (via e-mail)

Permit No. GA0024104

Issuance Date: 11/24/16



GEORGIA

DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

National Pollutant Discharge Elimination System Permit

In accordance with the provisions of the Georgia Water Quality Control Act (Georgia Laws 1964, p. 416, as amended), hereinafter called the State Act; the Federal Water Pollution Control Act, as amended (33 U.S. C. 1251 et seq.), hereinafter called the Federal Act; and the Rules and Regulations promulgated pursuant to each of these Acts,

**Mohawk Industries Inc.
Lyerly Plant
5081 Highway 114
Lyerly, Georgia 30730**

is issued a permit to discharge from a facility located at

**Mohawk Industries Inc.
Lyerly Plant
5081 Highway 114
Lyerly, Georgia 30730
Chattooga County**

to receiving waters

Chattooga River (Outfall No. 001 and No. 002) in the Coosa River Basin.

in accordance with effluent limitations, monitoring requirements and other conditions set forth in the permit.

This permit is issued in reliance upon the permit application signed on November 29, 2016, any other applications upon which this permit is based, supporting data entered therein or attached thereto, and any subsequent submittal of supporting data.

This permit shall become effective on August 1, 2017.

This permit and the authorization to discharge shall expire at midnight July 31, 2022.



A handwritten signature in dark ink, appearing to read 'R. Dunn', written over a horizontal line.

**Richard E. Dunn, Director
Environmental Protection Division**

PART I

A.1. Effluent Limitations and Monitoring Requirements

a. Upon the effective date of the permit and continuing for 24 months, the permittee is authorized to discharge from outfall number 001¹ – solid dyeing, sanitary waste, boiler blowdown, sand filter backwash, and regenerate softener.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristics (Units)	Discharge Limitations				Monitoring Requirements ²		
	Mass Based (lbs/day)		Concentration Based (mg/L)		Measurement Frequency	Sample Type	Sample Location
	Daily Avg.	Daily Max.	Daily Avg.	Daily Max.			
BOD ₅	400	600	--	--	1/Week	Grab	Final Effluent
Chemical Oxygen Demand	9,230	18,460	--	--	1/Week	Grab	Final Effluent
Total Suspended Solids	1,602	3,205	--	--	1/Week	Grab	Final Effluent
Oil & Grease ¹	--	--	10	15	1/Week	Grab	Final Effluent
Fecal Coliform ³ (#/100 mL)	--	--	Report ⁴	Report ⁴	1/Week	Grab	Final Effluent
Ammonia-Nitrogen ⁵	--	--	10	15	1/Month	Grab	Final Effluent
Total Kjeldahl Nitrogen ⁵	--	--	Report	Report	1/Month	Grab	Final Effluent
Organic Nitrogen ⁵	--	--	Report	Report	1/Month	Grab	Final Effluent
Nitrate/Nitrite ⁵	--	--	Report	Report	1/Month	Grab	Final Effluent
Total Phosphorus ^{6,7}	78	78	--	--	1/Month	Grab	Final Effluent
Ortho Phosphorus ⁶	--	--	Report	Report	1/Month	Grab	Final Effluent
Total Residual Chlorine	--	--	--	0.23	1/Month	Grab	Final Effluent
Dissolved Oxygen	--	--	5.0 Daily Minimum	--	1/Week	Grab	Final Effluent
Sulfide	10	20	--	--	1/Quarter	Grab	Final Effluent
Total Chromium	5	10	--	--	1/Quarter	Grab	Final Effluent
Phenols	5	9.35	--	--	1/Quarter	Grab	Final Effluent
Color (admi units)	--	--	Report	Report	1/Quarter	Grab	Final Effluent

The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per week by grab sample.

- ¹ There shall be no discharge of floating solids or visible foam other than trace amounts.
- ² All the parameters must be monitored if there is any discharge. If there is no discharge, state such in the discharge monitoring report in accordance with the reporting requirements in Part I.D of this permit.
- ³ Fecal coliform bacteria will be reported as the geometric mean.
- ⁴ See Schedule of Compliance, Part III.B, of this permit
- ⁵ Ammonia, Total Kjeldahl Nitrogen, nitrate/nitrite, and organic nitrogen should be analyzed using the same effluent sample.
- ⁶ Total phosphorus and ortho-phosphorus should be analyzed using the same effluent sample.
- ⁷ Total phosphorus is a combined load of outfall 001 and outfall 002.

b. Effective 24 months from the effective date of the permit and continuing until the expiration date of the permit, the permittee is authorized to discharge from outfall number 001¹ – solid dyeing, sanitary waste, boiler blowdown, sand filter backwash, and regenerate softener.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristics (Units)	Discharge Limitations				Monitoring Requirements ²		
	Mass Based (lbs/day)		Concentration Based (mg/L)		Measurement Frequency	Sample Type	Sample Location
	Daily Avg.	Daily Max.	Daily Avg.	Daily Max.			
BOD ₅	400	600	--	--	1/Week	Grab	Final Effluent
Chemical Oxygen Demand	9,230	18,460	--	--	1/Week	Grab	Final Effluent
Total Suspended Solids	1,602	3,205	--	--	1/Week	Grab	Final Effluent
Oil & Grease ¹	--	--	10	15	1/Week	Grab	Final Effluent
Fecal Coliform ³ (#/100 mL)	--	--	200	400	1/Week	Grab	Final Effluent
Ammonia-Nitrogen ⁴	--	--	10	15	1/Month	Grab	Final Effluent
Total Kjeldahl Nitrogen ⁴	--	--	Report	Report	1/Month	Grab	Final Effluent
Organic Nitrogen ⁴	--	--	Report	Report	1/Month	Grab	Final Effluent
Nitrate/Nitrite ⁴	--	--	Report	Report	1/Month	Grab	Final Effluent
Total Phosphorus ^{5,6}	78	78	--	--	1/Month	Grab	Final Effluent
Ortho Phosphorus ⁵	--	--	Report	Report	1/Month	Grab	Final Effluent
Total Residual Chlorine	--	--	--	0.23	1/Month	Grab	Final Effluent
Dissolved Oxygen	--	--	5.0 Daily Minimum	--	1/Week	Grab	Final Effluent
Sulfide	10	20	--	--	1/Quarter	Grab	Final Effluent
Total Chromium	5	10	--	--	1/Quarter	Grab	Final Effluent
Phenols	5	9.35	--	--	1/Quarter	Grab	Final Effluent
Color (admi units)	--	--	Report	Report	1/Quarter	Grab	Final Effluent

The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per week by grab sample.

¹ There shall be no discharge of floating solids or visible foam other than trace amounts.

² All the parameters must be monitored if there is any discharge. If there is no discharge, state such in the discharge monitoring report in accordance with the reporting requirements in Part I.D of this permit.

- ³ Fecal coliform bacteria will be reported as the geometric mean.
- ⁴ Ammonia, Total Kjeldahl Nitrogen, nitrate/nitrite, and organic nitrogen should be analyzed using the same effluent sample.
- ⁵ Total phosphorus and ortho-phosphorus should be analyzed using the same effluent sample.
- ⁶ Total phosphorus is a combined load of outfall 001 and outfall 002.

A.2. Effluent Limitations and Monitoring Requirements

During the period specified on the first page of this permit, the permittee is authorized to discharge from outfall number 002 – Boiler blowdown, sand filter backwash, and regenerate softener.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristics (Units)	Discharge Limitations				Monitoring Requirements ¹		
	Mass Based (lbs/day)		Concentration Based (mg/L)		Measurement Frequency	Sample Type	Sample Location
	Daily Avg.	Daily Max.	Daily Avg.	Daily Max.			
Total Suspended Sediment	--	--	20	30	1/Month	Grab	Final Effluent
Total Phosphorus ²	78	78	--	--	1/Month	Grab	Final Effluent

The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per week by grab sample.

- ¹ All the parameters must be monitored if there is any discharge. If there is no discharge, state such in the discharge monitoring report in accordance with the reporting requirements in Part I.D of this permit.
- ² Total phosphorus is a combined load of outfall 001 and outfall 002.

B. Monitoring

1. Representative Sampling

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. The permittee shall maintain a written sampling plan and schedule onsite.

2. Sampling Period

- a. Unless otherwise specified in this permit, quarterly samples shall be taken during the periods January-March, April-June, July-September, and October-December.
- b. Unless otherwise specified in this permit, semiannual samples shall be taken during the periods January-June and July-December.
- c. Unless otherwise specified in this permit, annual samples shall be taken during the period of January-December.

3. Monitoring Procedures

Analytical methods, sample containers, sample preservation techniques, and sample holding times must be consistent with the techniques and methods listed in 40 CFR Part 136. The analytical method used shall be sufficiently sensitive. EPA-approved methods must be applicable to the concentration ranges of the NPDES permit samples.

4. Detection Limits

All parameters will be analyzed using the appropriate detection limits. If the results for a given sample are such that a parameter is not detected at or above the specified detection limit, a value of "NOT DETECTED" will be reported for that sample and the detection limit will also be reported.

5. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- a. The exact place, date, and time of sampling or measurements, and the person(s) performing the sampling or the measurements;
- b. The dates and times the analyses were performed, and the person(s) performing the analyses;
- c. The analytical techniques or methods used;
- d. The results of all required analyses.

6. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report. Such increased monitoring frequency shall also be indicated. EPD may require, by written notification, more frequent monitoring or the monitoring of other pollutants not required in this permit.

7. Records Retention

The permittee shall retain records of all monitoring information, including all records of analyses performed, calibration and maintenance of instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a minimum of three (3) years from the date of the sample, measurement, report or application, or longer if requested by EPD.

8. Penalties

The Federal Clean Water Act and the Georgia Water Quality Control Act provide that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine or by imprisonment, or by both. The Federal Clean Water Act and the Georgia Water Quality Control Act also provide procedures for imposing civil penalties which may be levied for violations of the Act, any permit condition or limitation established pursuant to the Act, or negligently or intentionally failing or refusing to comply with any final or emergency order of the Director of EPD

C. Definitions

1. The "daily average" mass means the total discharge by mass during a calendar month divided by the number of days in the month that the production or commercial facility was operating. Where less than daily sampling is required by this permit, the daily average discharge shall be determined by the summation of all the measured daily discharges by weight divided by the number of days sampled during the calendar month when the measurements were made.
2. The "daily maximum" mass means the total discharge by mass during any calendar day.
3. The "daily average" concentration means the arithmetic average of all the daily determinations of concentrations made during a calendar month. Daily determinations of concentration made using a composite sample shall be the concentration of the composite sample.
4. The "daily maximum" concentration means the daily determination of concentration for any calendar day.
5. A "calendar day" is defined as any consecutive 24-hour period.
6. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.
7. "Severe property damage" means substantial physical damage to property, damage to treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
8. "EPD" as used herein means the Environmental Protection Division of the Department of Natural Resources.
9. "State Act" as used herein means the Georgia Water Quality Control Act (Official Code of Georgia Annotated; Title 12, Chapter 5, Article 2).
10. "Rules" as used herein means the Georgia Rules and Regulations for Water Quality Control.

D. Reporting Requirements

1. The permittee must electronically report the DMR, OMR and additional monitoring data using the web based electronic NetDMR reporting system, unless a waiver is granted by EPD.
 - a. The permittee must comply with the Federal National Pollutant Discharge Elimination System Electronic Reporting regulations in 40 CFR §127. The permittee must electronically report the DMR, OMR, and additional monitoring data using the web based electronic NetDMR reporting system online at: <https://netdmr.epa.gov/netdmr/public/home.htm>
 - b. Monitoring results obtained during the calendar month shall be summarized for each month and reported on the DMR. The results of each sampling event shall be reported on the OMR and submitted as an attachment to the DMR.
 - c. The permittee shall submit the DMR, OMR and additional monitoring data no later than 11:59 p.m. on the 15th day of the month following the sampling period.
 - d. All other reports required herein, unless otherwise stated, shall be submitted to the EPD Office listed on the permit issuance letter signed by the Director of EPD.
2. No later than December 21, 2020, the permittee must electronically report the following compliance monitoring data and reports using the online web based electronic system approved by EPD, unless a waiver is granted by EPD:
 - a. Sewer Overflow/Bypass Event Reports;
 - b. Noncompliance Notification;
 - c. Other noncompliance; and
 - d. Bypass

3. Other Reports

All other reports required in this permit not listed above in Part I.D.2 or unless otherwise stated, shall be submitted to the EPD Office listed on the permit issuance letter signed by the Director of EPD.

4. Other Noncompliance

All instances of noncompliance not reported under Part I.B. and Part II. A. shall be reported to EPD at the time the monitoring report is submitted.

5. Signatory Requirements

All reports, certifications, data or information submitted in compliance with this permit or requested by EPD must be signed and certified as follows:

- a. Any State or NPDES Permit Application form submitted to the EPD shall be signed as follows in accordance with the Federal Regulations, 40 C.F.R. 122.22:
 1. For a corporation, by a responsible corporate officer. A responsible corporate officer means:
 - i. a president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision making functions for the corporation, or
 - ii. the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 2. For a partnership or sole proprietorship, by a general partner or the proprietor, respectively; or
 3. For a municipality, State, Federal, or other public facility, by either a principal executive officer or ranking elected official.
- b. All other reports or requests for information required by the permit issuing authority shall be signed by a person designated in (a) above or a duly authorized representative of such person, if:
 1. The representative so authorized is responsible for the overall operation of the facility from which the discharge originates, e.g., a plant manager, superintendent or person of equivalent responsibility;
 2. The authorization is made in writing by the person designated under (a) above; and
 3. The written authorization is submitted to the Director.
- c. Any changes in written authorization submitted to the permitting authority under (b) above which occur after the issuance of a permit shall be reported to the permitting authority by submitting a copy of a new written authorization which meets the requirements of (b) and (b.1) and (b.2) above.
- d. Any person signing any document under (a) or (b) above shall make the following certification:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

A. Management Requirements

1. Notification of Changes

- a. The permittee shall provide EPD at least 90 days advance notice of any planned physical alterations or additions to the permitted facility that meet the following criteria:
 1. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR 122.29(b);
 2. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under 40 CFR 122.42(a)(1); or
 3. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
- b. The permittee shall give at least 90 days advance notice to EPD of any planned changes to the permitted facility or activity which may result in noncompliance with permit requirements.
- c. Following the notice in paragraph a. or b. of this condition the permit may be modified. The permittee shall not make any changes, or conduct any activities, requiring notification in paragraph a. or b. of this condition without approval from EPD.
- d. The permittee shall provide at least 30 days advance notice to EPD of:
 1. any planned expansion or increase in production capacity; or
 2. any planned installation of new equipment or modification of existing processes that could increase the quantity of pollutants discharged or result in the discharge of pollutants that were not being discharged prior to the planned change

if such change was not identified in the permit application(s) upon which this permit is based and for which notice was not submitted under paragraphs a. or b. of this condition.
- e. All existing manufacturing, commercial, mining, and silvicultural dischargers shall notify EPD as soon as it is known or there is reason to believe that any activity has

occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant not limited in the permit, if that discharge will exceed (i) 100 µg/L, (ii) five times the maximum concentration reported for that pollutant in the permit application, or (iii) 200 µg/L for acrolein and acrylonitrile, 500 µg/L for 2,4 dinitrophenol and for 2-methyl-4-6-dinitrophenol, or 1 mg/L antimony.

- f. All existing manufacturing, commercial, mining, and silvicultural dischargers shall notify EPD as soon as it is known or there is reason to believe that any activity has occurred or will occur which would result in any discharge on a nonroutine or infrequent basis, of any toxic pollutant not limited in the permit, if that discharge will exceed (i) 500 µg/L, (ii) ten times the maximum concentration reported for that pollutant in the permit application, or (iii) 1 mg/L antimony.
- g. Upon the effective date of this permit, the permittee shall submit to EPD an annual certification in June of each year certifying whether or not there has been any change in processes or wastewater characteristics as described in the submitted NPDES permit application that required notification in paragraph a., b., or d. of this condition. The permittee shall also certify annually in June whether the facility has received offsite wastes or wastewater and detail any such occurrences.

2. Noncompliance Notification

If, for any reason, the permittee does not comply with, or will be unable to comply with any effluent limitation specified in this permit, the permittee shall provide EPD with an oral report within 24 hours from the time the permittee becomes aware of the circumstances followed by a written report within five (5) days of becoming aware of such condition. The written submission shall contain the following information:

- a. A description of the discharge and cause of noncompliance; and
- b. The period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncomplying discharge.

3. Facility Operation

The permittee shall at all times maintain in good working order and operate as efficiently as possible all treatment or control facilities or systems installed or used by the permittee to achieve compliance with the terms and conditions of this 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 back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.

4. Adverse Impact

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

5. Bypassing

- a. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to EPD at least 10 days (if possible) before the date of the bypass. The permittee shall submit notice of any unanticipated bypass with an oral report within 24 hours from the time the permittee becomes aware of the circumstances followed by a written report within five (5) days of becoming aware of such condition. The written submission shall contain the following information:
 1. A description of the discharge and cause of noncompliance; and
 2. The period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate and prevent recurrence of the noncomplying discharge.
- b. Any diversion or bypass of facilities covered by this permit is prohibited, except (i) where unavoidable to prevent loss of life, personal injury, or severe property damage; (ii) there were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime (this condition is not satisfied if the permittee could have installed adequate back-up equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance); and (iii) the permittee submitted a notice as required above. The permittee shall operate the treatment works, including the treatment plant and total sewer system, to minimize discharge of the pollutants listed in Part I of this permit from combined sewer overflows or bypasses. Upon written notification by EPD, the permittee may be required to submit a plan and schedule for reducing bypasses, overflows, and infiltration in the system.

6. Sludge Disposal Requirements

Sludge shall be disposed of in accordance with the regulations and guidelines established by EPD, the Federal Clean Water Act, and the Resource Conservation and Recovery Act (RCRA). Prior to disposal of sludge by any method other than co-disposal in a permitted sanitary landfill, the permittee shall submit a sludge management plan to the Watershed Protection Branch of EPD for written approval. For land application of nonhazardous sludge, the permittee shall comply with the applicable criteria outlined in the most current version of EPD's "Guidelines for Land Application of Sewage Sludge (Biosolids) at Agronomic Rates" and with the State Rules, Chapter 391-3-6-.17. EPD may require more stringent control of this activity. Prior to land applying nonhazardous sludge, the permittee shall submit a sludge management plan to EPD for review and approval. Upon approval, the plan for land application will become a part of the NPDES permit upon modification of the permit.

7. Sludge Monitoring Requirements

The permittee shall develop and implement procedures to ensure adequate year-round sludge disposal. The permittee shall monitor the volume and concentration of solids removed from the plant. Records shall be maintained which document the quantity of solids removed from the plant. The ultimate disposal of solids shall be reported (in the unit of lbs) as specified in Part I.D of this permit.

8. Power Failures

Upon the reduction, loss, or failure of the primary source of power to said water pollution control facilities, the permittee shall use an alternative source of power if available to reduce or otherwise control production and/or all discharges in order to maintain compliance with the effluent limitations and prohibitions of this permit.

If such alternative power source is not in existence, and no date for its implementation appears in Part I, the permittee shall halt, reduce or otherwise control production and/or all discharges from wastewater control facilities upon the reduction, loss, or failure of the primary source of power to said wastewater control facilities.

9. Operator Certification Requirements

The permittee shall ensure that, when required, a certified operator is in charge of the facility in accordance with Georgia State Board of Examiners for Certification of Water and Wastewater Treatment Plant operators And Laboratory Analysts Rule 43-51-6.(b)

10. Laboratory Analyst Certification Requirements

The permittee shall ensure that, when required, the person in responsible charge of the laboratory performing the analyses for determining permit compliance is certified in accordance with the Georgia Certification of Water and Wastewater Treatment Plant operators and Laboratory Analysts Act, as amended, and the Rules promulgated thereunder.

B. Responsibilities

1. Right of Entry

The permittee shall allow the Director of EPD, the Regional Administrator of EPA, and/or their authorized representatives, agents, or employees, upon the presentation of credentials:

- a. To enter upon the permittee's premises where a discharge source is located or in which any records are required to be kept under the terms and conditions of this permit; and
- b. At reasonable times, to have access to and copy any records required to be kept under the terms and conditions of this permit; to inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and to sample any substance or parameters in any location.

2. Transfer of Ownership or Control

A permit may be transferred to another person by a permittee if:

- a. The permittee notifies the Director of EPD in writing of the proposed transfer at least thirty (30) days in advance of the proposed transfer;
- b. A written agreement containing a specific date for transfer of permit responsibility and coverage between the current and new permittee (including acknowledgement that the existing permittee is liable for violations up to that date, and that the new permittee is liable for violations from that date on) is submitted to the Director at least thirty (30) days in advance of the proposed transfer; and
- c. The Director, within thirty (30) days, does not notify the current permittee and the new permittee of EPD's intent to modify, revoke and reissue, or terminate the permit and to require that a new application be filed rather than agreeing to the transfer of the permit.

3. Availability of Reports

Except for data deemed to be confidential under O.C.G.A. § 12-5-26 or by the Regional Administrator of the EPA under the Code of Federal Regulations, Title 40, Part 2, all reports prepared in accordance with the terms of this permit shall be available for public inspection at an office of EPD. Effluent data, permit applications, permittee's names and addresses, and permits shall not be considered confidential.

4. Permit Modification

After written notice and opportunity for a hearing, this permit may be modified, suspended, revoked or reissued in whole or in part during its term for cause including, but not limited to, the following:

- a. Violation of any conditions of this permit;
- b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts;
- c. A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge; or
- d. To comply with any applicable effluent limitation issued pursuant to the order of the United States District Court for the District of Columbia issued on June 8, 1976, in Natural Resources Defense Council, Inc. et.al. v. Russell E. Train, 8 ERC 2120(D.D.C. 1976), if the effluent limitation so issued:
 1. is different in conditions or more stringent than any effluent limitation in the permit; or
 2. controls any pollutant not limited in the permit.

5. Toxic Pollutants

The permittee shall comply with effluent standards or prohibitions established pursuant to Section 307(a) of the Federal Clean Water Act for toxic pollutants, which are present in the discharge within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

6. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance.

7. State Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or regulation under authority preserved by Section 510 of the Federal Clean Water Act.

8. Water Quality Standards

Nothing in this permit shall be construed to preclude the modification of any condition of this permit when it is determined that the effluent limitations specified herein fail to achieve the applicable State water quality standards.

9. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

10. Expiration of Permit

The permittee shall not discharge after the expiration date. In order to receive authorization to discharge beyond the expiration date, the permittee shall submit such information, forms, and fees as are required by EPD at least 180 days prior to the expiration date.

11. Contested Hearings

Any person who is aggrieved or adversely affected by an action of the Director of EPD shall petition the Director for a hearing within thirty (30) days of notice of such action.

12. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

13. Best Management Practices

The permittee will implement best management practices to control the discharge of hazardous and/or toxic materials from ancillary manufacturing activities. Such activities include, but are not limited to, materials storage, in-plant transfer, process and material handling, loading and unloading operations, plant site runoff, and sludge and waste disposal.

14. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

15. Duty to Provide Information

- a. The permittee shall furnish to the EPD Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish upon request copies of records required to be kept by this permit.
- b. When the permittee becomes aware that it failed to submit any relevant facts in a permit application or submitted incorrect information in a permit application or any report to the Director, it shall promptly submit such facts and information.

16. Duty to Comply

- a. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Georgia Water Quality Control Act (O.C.G.A. § 12-5-20 et. seq.) and is grounds for enforcement action; for permit termination; revocation and reissuance, or modification; or for denial of a permit renewal application. Any instances of noncompliance must be reported to EPD as specified in Part I. D and Part II.A. of this permit.
- b. Penalties for violations of permit conditions. The Federal Clean Water Act and the Georgia Water Quality Control Act (O.C.G.A. § 12-5-20 et. seq.) provide that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this permit, makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction be punished by a fine or by imprisonment, or by both. The Georgia Water Quality Control Act (Act) also provides procedures for imposing civil penalties which may be levied for violations of the Act, any permit condition or limitation established pursuant to the Act, or negligently or intentionally failing or refusing to comply with any final or emergency order of the Director.

17. Upset Provisions

Provisions of 40 CFR 122.41(n)(1)-(4), regarding "Upset" shall be applicable to any civil, criminal, or administrative proceeding brought to enforce this permit.

PART III

A. Previous Permits

1. All previous State wastewater permits issued to this facility, whether for construction or operation, are hereby revoked by the issuance of this permit. This action is taken to assure compliance with the Georgia Water Quality Control Act, as amended, and the Federal Clean Water Act, as amended. Receipt of the permit constitutes notice of such action. The conditions, requirements, terms and provisions of this permit authorizing discharge under the National Pollutant Discharge Elimination System govern discharges from this facility.

B. Schedule of Compliance

1. The permittee shall achieve compliance with the effluent limitations specified for discharges in accordance with the following schedule:
 - a. The effluent limitations and monitoring specified in Part I A.1.a are effective on the effective date of this permit, except as specified below.
 - b. The permittee shall achieve compliance with the fecal coliform limitation specified in Part I A.1.b. of this permit in accordance with the following schedule:
 - (i) Beginning on the effective date of this permit and continuing for 24 months, the permittee shall start monitoring and reporting for fecal coliform in accordance with Part I A.1.a. of this permit.
 - (ii) Within 24 months of the effective date of this permit, the permittee shall achieve compliance with the fecal coliform limitation specified in Part I A.1.b of this permit.
 - c. The permittee shall submit a written progress report to EPD on June 30th and December 31st every year describing the status of achieving compliance with Part I. A.1.b of this permit. The permittee shall submit the report to the EPD assigned Compliance Office.
2. No later than 14 calendar days following a date identified in the above schedule of compliance, the permittee shall submit either a report of progress or, in the case of specific actions being required by identified dates, a written notice of compliance or noncompliance, any remedial actions taken, and the probability of meeting the next scheduled requirement

C. Biomonitoring and Toxicity Reduction Requirements

1. The permittee shall comply with effluent standards or prohibitions established by section 307(a) of the Federal Act and with chapter 391-3-6-.03(5)(e) of the State Rules and may not discharge toxic pollutants in concentrations or combinations that are harmful to humans, animals, or aquatic life.

If toxicity is suspected in the effluent, EPD may require the permittee to perform any of the following actions:

- a. Acute biomonitoring tests;
 - b. Chronic biomonitoring tests;
 - c. Stream studies;
 - d. Priority pollutant analyses;
 - e. Toxicity reduction evaluations (TRE); or
 - f. Any other appropriate study.
2. EPD will specify the requirements and methodologies for performing any of these tests or studies. Unless other concentrations are specified by EPD, the critical concentration used to determine toxicity in biomonitoring tests will be the effluent instream wastewater concentration (IWC) based on the representative plant flow of the facility and the critical low flow of the receiving stream (7Q10). The endpoints that will be reported are the effluent concentration that is lethal to 50% of the test organisms (LC50) if the test is for acute toxicity and the no observed effect concentration (NOEC) of effluent if the test is for chronic toxicity.

The permittee must eliminate effluent toxicity and supply EPD with data and evidence to confirm toxicity elimination.

**Industrial User Permit
Revision 2013**

City of Summerville
P.O.Box 180
Summerville Ga. 30747

Plant Manager
Mohawk Industries
John Bankston Dr

RE: Issuance of Revised Industrial User Permit to Mohawk Industries by the City of Summerville.

Permit No. 001

Dear (Mohawk Industries):

Your application for issuance of a Discharge Permit has been reviewed and processed in accordance with Article VII of the City of Summerville Sewer Use Ordinance, hereafter referenced by Section number.

The permit numbered 001 covers the wastewater discharged from the facility located at (Mohawk Industries) into the City of Summerville sewer system. All discharges from this facility and actions and reports relating thereto shall be in accordance with the terms and conditions of this permit.

If you wish to appeal or challenge any effluent limitations, pretreatment requirements, or conditions imposed in this permit, a petition shall be filed for re-issuance of this permit in accordance with the requirements of Section 8.3, a minimum of 30 days after the issuance date.

Please sign and return:

Plant Manager
Mohawk Industries
John Bankston Dr

By: _____
Chris Tuggle
WWTP Superintendent

Revised this 1st day of March 2013

**City Of Summerville
Industrial User Permit
Permit No. 001**

Mohawk Industries
John Bankston Dr

Is hereby authorized to discharge industrial wastewater from the above identified facility into the City of Summerville sewer system in accordance with the discharge limitations, monitoring requirements, and other conditions set forth in this permit and Article VII, Section 7.2 of the City's Sewer Use Ordinance.

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit more frequently than or at a level in excess of that authorized shall constitute a violation of the permit.

This permit shall become effective on 02-01-12 and shall expire at midnight on 01-30-16, or upon the adoption of pretreatment regulations or industrial user regulations pursuant to submittal to EPD by the City of Summerville, and such regulations or ordinance is adopted prior to the expiration date as set forth.

The permittee shall not discharge after the date of expiration except as permitted by the City of Summerville.

(Official Seal of the City of Summerville)

By: _____
City Manager

Revised this 1st day of March 2013.

PART I - Effluent Limitations

A. Effective throughout permit duration, the permittee is authorized to discharge process wastewater to the City of Summerville sewer system from the outfalls listed below:

<u>Outfall</u>	<u>Description</u>
001	

B. Effective throughout permit duration, the discharge from outfall 001 shall not exceed the following effluent limitations:

<u>Parameter</u>	<u>Maximum Daily</u>	<u>Monthly Average</u>
BOD ₅	2500	2100
TSS	1800	1300
PH	9.0	*
Zinc	0.469	0.469
Lead	0.187	0.187
Phosphorus as P	2.5	2.0

BOD₅ and TSS discharges in excess of 250 mg/l will require payment of surcharge at a rate determined by the city. TKN discharges in excess of 30 mg/l will be surcharged at a rate specified by the city. Phosphorus discharges in excess of 2.5 weekly / 2.0 monthly will be surcharged at a rate specified by the city. There may also be a fee for chemicals required to treat any specific discharge. Polymers and other settling aids are specifically included. Starting February 1st 2012 the Surcharge Rate on BOD₅ and TSS will be 17 cents per pound for the year 2012. TKN surcharge rate will be .602 cents per pound. Phosphorus surcharge will be effective March 1st 2013 and will be 78 cents per pound, the City will reserve the right to raise the price of the surcharge no more than 1 cent per year over the next 4 years of the permit

The PH shall be adjusted by a pretreatment system that shall maintain effluent PH levels between 6.0 and 9.0.

C. The Permittee shall not discharge wastewater that violates the prohibited pollutants specified in section 5.1 of the Sewer Use Ordinance.

D. All discharges shall comply with all other applicable laws, regulations, standards, and or equipments contained in the Sewer Use Ordinance and any applicable State and Federal pretreatment laws, regulations, standards, and requirements that may become effective during the term of the Permit.

PART II - Monitoring Requirements

A. Sample Parameters and Frequency

From the period beginning on the effective date of the permit until the end of the permit, Mohawk, Inc. shall monitor for the following parameters and at least at the indicated frequency:

Monitoring Requirements

<u>Measurement Parameters (units)</u>	<u>Sample Location</u>	<u>Frequency</u>	<u>Type</u>
* BOD ₅ (mg/l) *	Effluent	3/wk*	Composite
TSS (mg/l)	Effluent	5/wk	Composite
COD (mg/l)	Effluent	5/wk	Composite
TKN (mg/l)	Effluent	1/mo	Composite
PH (standard units)	Effluent	Daily	Continuous
Arsenic (mg/l)	Effluent	2/yr	Composite
Cadmium (mg/l)	Effluent	2/yr	Composite
Chromium (mg/l)	Effluent	2/yr	Composite
Copper (mg/l)	Effluent	1/mo	Composite
Cyanide (mg/l)	Effluent	2/yr	Grab
Lead (mg/l)	Effluent	1/mo	Composite
Mercury (mg/l)	Effluent	2/yr	Composite
Phenol (mg/l)	Effluent	2/yr	Grab
Nickel (mg/l)	Effluent	2/yr	Composite
Zinc (mg/l)	Effluent	2/yr	Composite
Phosphorus (mg/l)	Effluent	3/wk	Composite
MBAS (mg/l)	Effluent	1/mo	Composite
CTAS (mg/l)	Effluent	1/mo	Composite

* If the COD of any sample reaches a point of 9000 (mg/l), you will be required to set up BOD samples and notify the City's Wastewater Treatment plant.

Monitoring frequency of pollutants may be altered by the City to trend changes in the Industries waste stream.

B. Representative Sampling

Sampling and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. All samples shall be taken at the monitoring points specified in the Permit and, unless otherwise specified, before the effluent joins or is diluted by any other waste stream, body of water, or substance. All equipment used for sampling and analysis must be routinely calibrated, inspected, and maintained to ensure their accuracy.

C. Definitions and Special Conditions

- A. The 30-day average concentration (mg/l) is the arithmetic mean of values for all samples analyzed during any consecutive 30-day period.
- B. The daily maximum concentration (mg/l) is the largest value representative of any 24-hour sampling period during a given consecutive 30-day period.
- C. A composite sample shall consist of samples collected at intervals not less frequently than every two hours for a period of 24 hours or for the actual time the pretreatment facility is discharging (if less than 24 hours), and composite according to flow.

- D. Where sampling is less frequent than once per 30 days, the 30-day average limitation will apply and the result or arithmetic mean of the results will be reported as the 30-day average.
- E. All samples shall be collected and preserved in accordance with the procedures established in 40 CFR 136 and amendments.

D. Test Procedures

All handling and preservation of collected samples and laboratory analyses of samples shall be performed in accordance with 40 CFR Part 136 and amendments thereto unless specified otherwise in the monitoring conditions of this Permit.

E. Recording Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- A. The exact place, date, and time of sampling
- B. The dates and times the analysis were performed
- C. The person (s) who performed the analyses
- D. The analytical techniques or methods used
- E. ALL bench data derived for the purpose of calculating test results
- F. The results of all required analyses.

F. Reporting

Monitoring results obtained during the reporting period shall be summarized and reported to the City once per month. The reports shall be postmarked no later than the 15th of the first month following the reporting period.

Signed copies of all reports required herein shall be submitted to the following address:

Water Pollution Control Superintendent
PO Box 180
Summerville, GA 30747

G. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location (s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall be included in the reporting of values. Such increased monitoring frequency shall also be indicated. The City may require more frequent monitoring or the monitoring of other pollutants not required in this permit by written notification.

PART III - Special Provisions

A. PH Neutralization

In the event that the Permittee's wastewater would otherwise violate the PH limits established in the Permit, the Permittee shall take the necessary steps to adjust the PH so the limits will be met.

B. Signatory Requirements

All applications, reports, or information submitted to the City must contain a certification signed by an authorized representative of the industrial user. Said certifications shall be in the same form as Section 7.6 of the Sewer Use Ordinance.

C. Accidental Discharge Report

1. The Permittee shall notify the City and the POTW immediately upon the occurrence of an accidental discharge of substances, including slug loads or spills, prohibited by this Permit. The notifications shall be in compliance with 9.5 of the Sewer Use Ordinance.

D. Changes at Permittee's Facility

Any anticipated facility expansions, production increases, or process modifications which will result in new, different, or increased discharges of pollutants must be reported to the City prior to the new or changed discharge occurrence. Such notifications shall be in compliance with Section 9.5 (D) of the Sewer Use Ordinance.

E. By-Passes or Upsets

1. A by-pass of the treatment system is prohibited unless it is unavoidable to prevent loss of life, personal injury, or severe property damage or no feasible alternatives exist. The Permittee may allow a by-pass to occur which does not cause effluent limitations to be exceeded, but only if it is also for essential maintenance to assure efficient operation. The Permittee must give an oral notice to the City within 24 hours of the Permittee becoming aware of the by-pass. A written submission shall also be provided within 5 days of the oral notification.
2. If the Permittee experiences an upset in operations that places it in a temporary state of noncompliance, which is not the result of operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance or careless or improper operation, the Permittee shall inform the City immediately (within 24 hours) upon becoming aware of the upset.

F. Noncompliance Notification

1. The Permittee shall take all reasonable steps to minimize or correct any adverse impact to the public treatment plant or the environment resulting from noncompliance with this Permit.
2. If, for any reason, the Permittee does not comply with or will be unable to comply with any discharge limitation specified in this Permit or the City's Sewer Ordinance, the Permittee shall notify the City of such violation within 24 hours of becoming aware of the violation and immediately correct the violation or discontinue the use of City sewer services. Being in noncompliance subjects the Permittee to administrative action or enforcement proceeding including civil or criminal penalties and injunctive relief.

3. If the Permittee conducts any sampling and analyses performed in conjunction with 40 CFR 136 analytical procedures indicate a violation of this Permit, the Permittee shall notify the City within 24 hours of becoming aware of the violation. The Permittee shall repeat the sampling and analysis and submit the results to the city within 30 days after becoming aware of the violation, except the Permittee is not required to resample if the city performs those test.

G. Slug Discharges

The Permittee shall operate to minimize discharge of the pollutants listed in the Permit which could cause problems to the downstream wastewater treatment plant, including slug loadings by the Permittee. In case of a slug loading discharge by the Permittee into the sewerage system, the procedure outlined in Part III; Section C of this Permit shall be followed.

H. Spill Prevention/Contingency Plan

If the City of Summerville determines the need for the Permittee to develop a written program to control slug discharges, the plan shall contain, at a minimum, the following elements:

1. Description of discharges, practices, including non-routine batch discharges;
2. Description of stored chemicals;
3. Procedure for immediately notifying the City of Summerville of slug discharges, with procedures for follow-up written notification within 5 days;
4. Procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents) and/or measures and equipment for emergency response.

I. Records Retention

The Permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this Permit, and records of all data used to complete the application for this Permit, for a period of at least 3 years from the date of the sample, measurement, report of application.

All records that pertain to matters that are the subject of special orders or any other enforcement or litigation activities shall be retained and preserved by the Permittee until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

J. Special Arrangement

The Permittee and the City may make such other special arrangements between them as they may find desirable or necessary to improve POTW performance within established laws.

Part IV - Fees

Industrial wastewater customers will be charged the basic sewer bill plus a surcharge for high strength waste as appropriate.

The surcharge shall be calculated based on the current fee schedule, which is on file at the Summerville City Hall.

Part V - Standard Conditions

A. Severability

The provisions of this Permit are severable, and if any provisions of this Permit, or the application of any provision of this permit to any circumstance, are held invalid, the application of such provision to other circumstances, and the remainder of this Permit, shall not be affected thereby.

B. Property Rights

The issuance of the Permit does not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any violation of Federal, State, or local laws or regulations.

C. Permit Modification, Suspension and/or Revocation

The City of Summerville may modify this Permit for good cause including, but not limited to, the following:

1. To incorporate any new or revised Federal, State, or local pretreatment standards or requirements.
2. Material or substantial alterations or additions to the discharger's operation processes, or discharge volume or character, which were not considered in drafting the effective Permit.
3. A change in any condition in either the industrial user or the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
4. Information indicating that the permitted discharge poses a threat to the City of Summerville's collection and treatment systems, POTW personnel, or the receiving waters;
5. Violation of any terms or conditions of the Permit;
6. Misrepresentation or failure to fully disclose all relevant fact in the Permit application or in any required reporting;
7. Revision of or a grant of variance from such categorical pretreatment standards pursuant to 40 CFR 403.13;

8. To correct typographical or other errors in the Permit;
9. To reflect transfer of the facility ownership and/or operation to a new owner/operator; or;
10. Upon request of the Permittee, provided such request does not create a violation of any applicable requirements, standards, laws, or rules and regulations.

D. Permit Duration

Permits are issued for a specified time period not to exceed 4 years. This Permit's duration is as specified in the first page of the Permit.

F. Permit Termination

This Permit may be terminated as set forth in Section 8.6 of the Sewer Use Ordinance.

G. Permit Appeals

1. The Permittee may petition to appeal the terms of this Permit within 30 days of the notice.
2. This petition must be in writing; failure to submit a petition for review shall be deemed to be a waiver of the appeal. In its petition, the Permittee must indicate the Permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to be placed in the permit.

H. Transfer of Ownership

the Wastewater discharge permits may be transferred to a new owner or operator only if Permittee gives at least 30 days advance notice to the WPC Superintendent and the WPC Superintendent approves the wastewater discharge permit transfer (approval not to be unreasonably withheld). The notice to the WPC Superintendent must include a written certification by the new owner or operator which:

- A. States that the new owner and/or operator have no immediate intent to change the facility's operations and processes in such a manner that would adversely affect the ability of the City to treat the wastewater.
- B. Identifies the specific date on which the transfer is to occur; and
- C. Acknowledges full responsibility for complying with the existing wastewater discharge permit.

Failure to provide advance notice of a transfer renders the wastewater discharge permit voidable at the option of the City as of the date of facility transfer.

Part VI - Additional Requirements and Penalties

A. Dilution Prohibition

The Permittee shall not increase the use of potable or process water or, in any way; attempt to dilute an effluent as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in this Permit.

B. Right of Entry

The right to enter upon the Permittee's premises shall be allowed to an authorized representative of the City of Summerville, the State and/or the Federal government, upon the presentation of credentials, for the purpose of inspection, observation, measurement, sampling, testing and copying any records required to be kept in accordance with the provisions of this Permit.

C. Toxic Pollutants

As specified in Part VII, Section C of the Permit, this Permit may be revised or modified in accordance with the establishment of or reduction of any toxic discharge standard or prohibition for a toxic pollutant present in the Permittee's discharge.

D. Stopped or Reduced Activity

Upon reduction of efficiency of operation, or loss or failure of all or part of the treatment facility, the Permittee shall, to the extent necessary to maintain compliance with its Permit, control its production or discharges (or both) until operation of the treatment facility is restored or an alternative method of treatment is provided. This requirement applies, for example, when the primary source of power of the treatment facility fails or is reduced. It shall not be a defense for a Permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the condition of this Permit.

E. Penalties for Permit Condition Violation

E.1. When the WPC Superintendent finds, and the City Council concurs, that a user has violated, or continues to violate, any provision of this ordinance, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the City may petition the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this ordinance on activities of the user. The City may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

E.2. A user who has violated or continues to violate any provision of this ordinance, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, and such violation has resulted in (or is likely to result in) significant disruption of POTW operations, non-compliance with the City's NPDES Permit, or an endangerment of the environment, shall be liable to the City for a civil penalty up to \$1,000 per violation per day and up to the amount of \$25,000 per day. In the case of a monthly or other long-term

average discharge limit, penalties shall accrue for each day during the period of the violation.

- E.3. The City may recover reasonable attorney's fees, court costs and other expenses associated with the enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.
- E.4. In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions taken by the user, the compliance history of the user, and any other factor as justice requires.
- E.5. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user.
- E.6. A user who willfully violates any provision of this ordinance, a wastewater discharge permit, or an order issued hereunder or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine up to \$1,000 per violation, per day, or imprisonment for not more than 6 months or both.
- E.7. A user who willfully or recklessly introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty of at least \$1,000 or be subject to imprisonment for not more than 6 months, or both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under state law.
- E.8. A user who knowingly makes any false statements, representation, or certifications in any application, record report, plan, or other documentation filed, or required to be maintained, pursuant to this ordinance, wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this ordinance shall, upon conviction, be punished by a fine of up to \$1,000 per violation, per day, or imprisonment for not more than 6 months or both.
- E.9. In the event of a second conviction, a user shall be punished by a fine of \$1,000 per violation, per day, or imprisonment for not more than 6 months, or both.

F. Grey Water

- F.1. The addition of grey water was added in 2008 as a means of supplying non potable water to Mohawk Industries for a cost of 75 percent of the cost of potable water. The surcharge rate for non potable will be calculated using the example listed below.

Example: BODs. = 1,000 mg/L
TSS. = 1,000 mg/L
TKN = 1,000 mg/L
Phosphorus = 1,000 mg/L
Flow = 1,000,000 gallons

BOD₅ 1,000 x 1.0 Mgd x 8.34 x .17 x .75 = BOD₅ Surcharge
TSS 1,000 x 1.0 Mgd x 8.34 x .17 x .75 = TSS Surcharge
TKN 1,000 x 1.0 Mgd x 8.34 x .602 x .75 = TKN Surcharge
Phosphorus 1,000 x 1.0 Mgd x 8.34 x .78 x .75 = Phosphorus Surcharge
BOD₅ + TSS + TKN + Phosphorus surcharges = Total Surcharge