

**ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**

IN THE MATTER OF:

**Commercial Jet Services LLC
Dothan, Dale County, Alabama
EPA Identification Number ALD009825944**

Consent Order No. 22-XXX-CHW

PREAMBLE

This Special Order by Consent is made and entered into by the Alabama Department of Environmental Management (“the Department” or “ADEM”) and Commercial Jet Services LLC (hereinafter “Commercial Jet Services”) pursuant to the provisions of the Alabama Environmental Management Act, Ala. Code §§ 22-22A-1 to 22-22A-17, as amended, and the Alabama Hazardous Wastes Management and Minimization Act (“AHWMMA”), Ala. Code §§ 22-30-1 to 22-30-24, as amended, and the regulations promulgated pursuant thereto.

STIPULATIONS

1. Commercial Jet Services LLC operates an aircraft repair and refurbishment facility (the “Facility”) with EPA Identification Number ALD009825944, located at 100 Jet Services Way in Dothan, Dale County, Alabama. Commercial Jet Services, as a result of its operations at the facility, was a large quantity generator of hazardous waste, a small quantity handler of universal waste, and a used oil generator, as those terms are defined in ADEM Admin. Code Div. 14, at all times relevant to this action.
2. The Department is a duly constituted department of the State of Alabama pursuant to Ala. Code §§ 22-22A-1 to 22-22A-17, as amended.
3. Pursuant to Ala. Code § 22-22A-4(n), the Department is the state agency responsible for the promulgation and enforcement of solid and hazardous waste regulations in accordance with the federal Solid Waste Disposal Act §§ 1002 to 11012, 42 U.S.C. §§ 6901 to 6992k, as amended.



In addition, the Department is authorized to administer and enforce the provisions of the AHWMMA, Ala. Code §§ 22-30-1 to 22-30-24, as amended.

DEPARTMENT'S CONTENTIONS

4. On August 19, 2021, a representative of the Department's Industrial Hazardous Waste Branch conducted a compliance evaluation inspection ("CEI") of Commercial Jet Services. The CEI and a review of Commercial Jet Services' compliance showed the following:

(a) Pursuant to ADEM Admin. Code r. 335-14-3-.01(7)(a), a large quantity generator may accumulate hazardous waste on site without a permit or interim status provided the generator accumulates hazardous waste on site for no more than 90 days, unless it has been granted an extension to the 90-day period. ADEM Admin. Code r. 335-14-8-.01(1)(c) requires a permit for the "treatment", "storage", and "disposal" of any "hazardous waste" as identified or listed in Chapter 335-14-2.

Based on a review of facility records, including hazardous waste manifests and weekly inspection reports of hazardous waste accumulation areas, the Department determined that Commercial Jet Services stored hazardous waste for more than 90-days without a permit or an extension to the 90-day accumulation period.

(b) Pursuant to ADEM Admin. Code r. 335-14-3-.01(2), a person who generates a solid waste, as defined in 335-14-2-.01(2), must make an accurate determination as to whether that waste is a hazardous waste.

Commercial Jet Services failed to make waste determinations on the following wastes in the hazardous waste central accumulation area: two television sets, and two aircraft monitor systems.

(c) Pursuant to ADEM Admin. Code r. 335-14-3-.01(5)(a)5.(i), a generator must mark or label its satellite accumulation containers with the words "Hazardous Waste".

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Commercial Jet Services failed to mark or label the following satellite accumulation container with the words "Hazardous Waste": one 55-gallon drum located in hangar #11.

(d) Pursuant to ADEM Admin. Code r. 335-14-3-.01(5)(a)5.(ii), a generator must mark or label its satellite accumulation containers with an indication of the hazards of the contents.

Commercial Jet Services failed to mark or label the following satellite accumulation containers with an indication of the hazards of the contents: two 55-gallon drums located in hangar #3, three 55-gallon drums located in hangar #6, three 55-gallon drums located in hangar #11, and three 55-gallon drums located in hangar #15.

(e) Pursuant to ADEM Admin. Code r. 335-14-3-.01(7)(a)1.(iv), a container holding hazardous waste must always be closed during accumulation, except when it is necessary to add or remove waste.

Commercial Jet Services failed to keep closed the following containers of hazardous waste located in the central hazardous waste accumulation area: one 3' x 5' wooden crate, and one 30-gallon trash can.

(f) Pursuant to ADEM Admin. Code r. 335-14-3-01(7)(a)5.(i)a., a large quantity generator of hazardous waste must mark or label its containers with the Words "Hazardous Waste".

Commercial Jet Services failed to mark or label the following containers of hazardous waste located in the central hazardous waste accumulation area with the words "Hazardous Waste": one 3' x 5' wooden crate, two 30 cubic yard cardboard boxes, one 30-gallon trash can, and twenty-one aerosol cans.

(g) Pursuant to ADEM Admin. Code r. 335-14-3-.01(7)(a)5.(i)b., a large quantity generator must mark or label its containers with an indication of the hazards of the contents.

Commercial Jet Services failed to mark or label the following containers of hazardous waste located in the central hazardous waste accumulation area with an indication of



the hazards of the contents: one 3' x 5' wooden crate, two 30 cubic yard cardboard boxes, seven 55-gallon drums, one 30-gallon trash can, and twenty-one aerosol cans.

(h) Pursuant to ADEM Admin. Code r. 335-14-3-.01(7)(a)5.(i)c., a large quantity generator of hazardous waste must mark or label its containers with the date upon which each period of accumulation begins clearly visible for inspection on each container.

Commercial Jet Services failed to mark or label the following containers of hazardous waste located in the hazardous waste central accumulation area with accumulation start dates: one 3' x 5' wooden crate, two 30 cubic yard cardboard boxes, seven 55-gallon drums, one 30-gallon trash can, and twenty-one aerosol cans.

(i) Pursuant to ADEM Admin. Code r. 335-14-3-.01(7)(a)5.(i)d., a large quantity generator must mark or label its containers with all appropriate EPA hazardous waste numbers associated with the hazardous waste as specified in 335-14-2-.03 and 335-14-2-.04.

Commercial Jet Services failed to mark or label the following containers of hazardous waste located in the central hazardous waste accumulation area with the appropriate EPA hazardous waste number(s): one 3' x 5' wooden crate, two 30 cubic yard cardboard boxes, seven 55-gallon drums, one 30-gallon trash can, and twenty-one aerosol cans.

(j) Pursuant to ADEM Admin. Code r. 335-14-11.02(6)(a), a small quantity handler of universal waste may accumulate universal waste for no longer than one year from the date the universal waste is generated or received from another handler.

Commercial Jet Services stored the following universal wastes located in the central hazardous waste accumulation area for more than a year: one box of spent fluorescent bulbs dated May 9, 2018; one box of spent fluorescent bulbs dated April 22, 2019; one box of spent fluorescent bulbs dated May 6, 2019; three boxes of spent fluorescent bulbs dated July 19, 2019; and one box of used lead acid batteries dated March 6, 2019.



(k) Pursuant to ADEM Admin. Code r. 335-14-17-.03(4)(a)1., a container holding used oil must always be closed during storage, except when it is necessary to add or remove used oil.

Commercial Jet Services failed to keep closed three 55-gallon drums containing used oil located in the used oil area.

(l) Pursuant to ADEM Admin. Code r. 335-14-17-.03(4)(c)1., containers and used oil tanks, except underground tanks, used to store used oil at used oil generator locations must be labeled or marked clearly with the words "Used Oil".

Commercial Jet Services failed to mark or label the following containers of used oil with the words "Used Oil": one 55-gallon drum located in the central hazardous waste accumulation area and seventeen 55-gallon drums located in the used oil area.

(m) Pursuant to ADEM Admin. Code r. 335-14-3-.14(9)(e), a large quantity generator must have a contingency plan for the facility. The plan must include a list of all emergency equipment at the facility and where this equipment is required. This list must be kept up to date. In addition, the plan must include the location and a physical description of each item on the list, and a brief outline of its capabilities.

Commercial Jet Services failed to include the location of emergency equipment in the facility's contingency plan.

(n) Pursuant to ADEM Admin. Code r. 335-14-3-.14(10)(b), a large quantity generator must submit a quick reference guide of the contingency plan to the local emergency responders or, as appropriate, the Local Emergency Planning Committee.

Commercial Jet Services failed to develop a quick reference guide for its contingency plan.

(o) Pursuant to ADEM Admin. Code r. 335-14-3-.01(7)(a)1.(v), a large quantity generator of hazardous waste may accumulate hazardous waste on site without a permit or interim status, and without complying with the requirements of 335-14-5 through 335-14-8,

provided that they inspect central accumulation areas weekly. The large quantity generator must record inspections in an inspection log or summary. They must keep these records for at least three years from the date of inspection.

Commercial Jet Services failed to demonstrate that facility personnel inspected central accumulation areas weekly. At the time of inspection, weekly inspection reports for 2021 were not available for review.

(p) Pursuant to ADEM Admin. Code r. 335-14-3-.04(3)(a)2., a large quantity generator must submit an Exception Report to the Department if he has not received a copy of the manifest with the handwritten signature of the owner or operator of the designated facility within 45 days of the date the waste was accepted by the initial transporter.

Commercial Jet Services failed to provide for review copies bearing the handwritten signature of the owner or operator of the designated facility of the hazardous waste manifests dated January 5, 2021. Commercial Jet Services failed to submit Exemption Reports to the Department concerning these manifests.

5. On October 5, 2021, the Department issued a Notice of Violation to Commercial Jet Services, which cited violations of the hazardous waste regulations that were discovered during the CEI.

6. On November 22, 2021, the Department received Commercial Jet Services' response to the aforementioned Notice of Violation.

7. Pursuant to Ala. Code § 22-22A-5(18), as amended, in determining the amount of any penalty, the Department must give consideration to the seriousness of the violation(s), including any irreparable harm to the environment and any threat to the health or safety of the public; the standard of care manifested by such person; the economic benefit which delayed compliance may confer upon such person; the nature, extent, and degree of success of such person's efforts to minimize or mitigate the effects of such violation(s) upon the environment; such person's history of previous violations; and the ability of such person to pay such penalty. Any

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civil penalty assessed pursuant to this authority shall not exceed \$25,000.00 for each violation, provided however, that the total penalty assessed in an order issued by the Department shall not exceed \$250,000.00. Each day such a violation continues shall constitute a separate violation. In arriving at the civil penalty assessed in this Order, the Department has considered the following:

(a) **SERIOUSNESS OF THE VIOLATIONS:** In arriving at the civil penalty, the Department considered the general nature and magnitude of the violations along with the available evidence of irreparable harm to the environment and threat to the health or safety of the public.

(b) **STANDARD OF CARE:** In considering the standard of care manifested by Commercial Jet Services, the Department noted that the violations described above were non-technical and easily avoidable. Consequently, Commercial Jet Services failed to exhibit a standard of care commensurate with the applicable regulatory standards.

(c) **ECONOMIC BENEFIT WHICH DELAYED COMPLIANCE MAY HAVE CONFERRED:** The Department has determined that there was no significant economic benefit gained by Commercial Jet Services as a result of the violations referenced herein.

(d) **EFFORTS TO MINIMIZE OR MITIGATE THE EFFECTS OF THE VIOLATION UPON THE ENVIRONMENT:** There are no known environmental effects to mitigate as a result of the alleged violations.

(e) **HISTORY OF PREVIOUS VIOLATIONS:** Based on a review of Department records, Commercial Jet Services has a history of violations and the penalty reflects that history.

(f) **ABILITY TO PAY:** The Department does not have any evidence indicating that Commercial Jet Services is unable to pay the civil penalty.

(g) **OTHER FACTORS:** It should be noted that this Special Order by Consent is a negotiated settlement and, therefore, the Department has compromised the amount of the penalty that is warranted in the spirit of cooperation and the desire to resolve this matter amicably without incurring the unwarranted expense of litigation (see Attachment A, which is made a part of the Department's Contentions).



8. The Department neither admits nor denies Commercial Jet Services' contentions, which are set forth below. The Department has agreed to the terms of this Special Order by Consent in an effort to resolve the alleged violations cited herein without the unwarranted expenditure of State resources in further prosecuting the alleged violations. The Department has determined that the terms contemplated in this Special Order by Consent are in the best interest of the citizens of Alabama.

FACILITY'S CONTENTIONS

9. Commercial Jet Services neither admits nor denies the Department's contentions, except to the extent it specifically denies those contentions as further set forth in paragraphs 11-12 below.

10. On August 19, 2021, when ADEM conducted a CEI of Commercial Jet Services, Commercial Jet Services was not notified prior to the inspection date that ADEM was coming to the premises for an inspection despite the fact that the country was in the midst of the COVID-19 pandemic and it was well known that the pandemic effected how businesses conducted their operations and managed their staff during that time.

11. With regard to paragraph 4(o) of the Department's Contentions above, Commercial Jet Services provided weekly inspection reports for 2021, when it provided its response letter dated November 22, 2021 to ADEM's Notice of Violation. Accordingly, Commercial Jet Services did not fail to demonstrate that facility personnel inspected central accumulation areas weekly.

12. With regard to paragraph 4(p) of the Department's Contentions above, Commercial Jet Services in its response letter dated November 22, 2021 to ADEM's Notice of Violation, provided a copy bearing the handwritten signature of the owner or operator of the designated facility of the hazardous waste manifests dated January 5, 2021. Given that ADEM did not initially specify in its correspondence to Commercial Jet Services what type of copy it was seeking, the transport copy was provided. When ADEM clarified at an informal meeting that it was seeking a copy of the



designated facility copy, Commercial Jet Services supplied ADEM with the requested designated facility copy. Accordingly, Commercial Jet Services did not fail to provide for review copies bearing the handwritten signature of the owner or operator of the designated facility of the hazardous waste manifests dated January 5, 2021.

13. Commercial Jet Services consents to abide by the terms of this Special Order by Consent and to pay the civil penalty assessed herein.

ORDER

Therefore, without admitting that it has violated any statutes or regulations, Commercial Jet Services, along with the Department, desires to resolve and settle the alleged violations cited above. The Department has carefully considered the facts available to it and has considered the six penalty factors enumerated in Ala. Code § 22-22A-5(18)c. , as amended, as well as the need for timely and effective enforcement. The Department believes that the following conditions are appropriate to address the violations alleged herein. Therefore, the Department and Commercial Jet Services agree to enter into this Special Order by Consent with the following terms and conditions:

A. Commercial Jet Services agrees to pay to the Department a civil penalty in the amount of \$16,920 in settlement of the violations alleged herein within forty-five days of the effective date of this Special Order by Consent. Failure to pay the civil penalty within forty-five days from the effective date may result in the Department's filing a civil action in the Circuit Court of Montgomery County to recover the civil penalty.

B. Commercial Jet Services agrees that all penalties due pursuant to this Special Order by Consent shall be made payable to the Alabama Department of Environmental Management by certified or cashier's check or other payment methods acceptable to the Department and shall be remitted to:



Office of General Counsel

Alabama Department of Environmental Management

P.O. Box 301463

Montgomery, Alabama 36130-1463

Any payment submitted to the Department pursuant to this Special Order by Consent shall reference Commercial Jet Services' name and address, and the ADEM Administrative Order number of this action.

C. Commercial Jet Services agrees that, independent of this Special Order by Consent, Commercial Jet Services shall comply with all terms, conditions, and limitations of the AHWMMA, Ala. Code §§ 22-30-1 to 22-30-24, as amended, and the regulations promulgated pursuant thereto.

D. The Department and Commercial Jet Services (hereinafter the "parties") agree that this Special Order by Consent shall apply to and be binding upon both parties, their directors, officers, and all persons or entities acting under or for them. Each signatory to this Special Order by Consent certifies that he or she is fully authorized by the party he or she represents to enter into the terms and conditions of this Special Order by Consent, to execute the Special Order by Consent on behalf of the party represented, and to legally bind such party.

E. The parties agree that, subject to the terms of these provisions and subject to provisions otherwise provided by statute, this Special Order by Consent is intended to operate as a full resolution of the alleged violations cited herein.

F. Commercial Jet Services agrees that it is not relieved from any liability if it fails to comply with any provision of this Special Order by Consent.

G. For purposes of this Special Order by Consent only, Commercial Jet Services agrees that the Department may properly bring an action to compel compliance with the terms and conditions contained herein in the Circuit Court of Montgomery County.

H. The parties agree that the sole purpose of this Special Order by Consent is to resolve and dispose of all allegations and contentions stated herein concerning the factual circumstances referenced herein. Should additional facts and circumstances be discovered in the future which would constitute possible violations not addressed in this Special Order by Consent, then such future violations may be addressed in orders as may be issued by the Director, litigation initiated by the Department, or such other enforcement actions as may be appropriate. Commercial Jet

Services agrees not to object to such future orders, litigation, or enforcement actions based on the issuance of this Special Order by Consent if future orders, litigation, or other enforcement actions address new matters not raised in this Special Order by Consent.

I. The parties agree that this Special Order by Consent shall be considered final and effective immediately upon signature of all parties. This Special Order by Consent shall not be appealable, and Commercial Jet Services does hereby waive any hearing on the terms and conditions of this Special Order by Consent.

J. The parties agree that this Special Order by Consent shall not affect Commercial Jet Services' obligation to comply with any federal, State, or local laws or regulations.

K. The parties agree that final approval and entry into this Special Order by Consent are subject to the requirements that the Department give notice of proposed orders to the public, and that the public have at least thirty days within which to comment on the order.

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

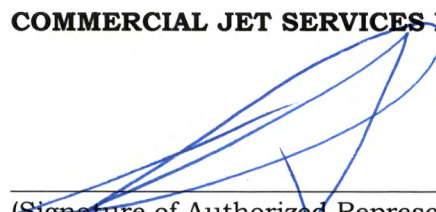
M. The parties agree that any modifications of this Special Order by Consent must be agreed to in writing signed by both parties.

N. The parties agree that, except as otherwise set forth herein, this Special Order by Consent is not and shall not be interpreted to be a permit or modification of an existing permit under federal, State, or local law, and shall not be construed to waive or relieve Commercial Jet Services of its obligations to comply in the future with any permit.

Executed in duplicate, with each part being an original.

COMMERCIAL JET SERVICES-LLC

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT



(Signature of Authorized Representative)

Lance R. LeFleur

DAVID M. SANDRI
(Printed Name)

PRESIDENT
(Printed Title)

APRIL 8, 2022
(Date Signed)

Director

(Date Executed)

Attachment A

Commercial Jet Services LLC
Dothan, Dale County
Facility ID No. ALD009825944

Violation	Number of Violations*	Seriousness of Violation*	Standard of Care*	History of Previous Violation*
Storage of hazardous waste without a permit	1	\$10,000	\$1,000	\$0
Failure to make a waste determination	1	\$2,500	\$500	\$0
Failure to mark satellite accumulation containers of hazardous waste with the words "Hazardous Waste"	1	\$200	\$100	\$0
Failure to mark satellite accumulation containers of hazardous waste with an indication of the hazards	1	\$200	\$100	\$0
Failure to keep containers of hazardous waste closed	1	\$200	\$100	\$100
Failure to mark containers of hazardous waste with the words "Hazardous Waste"	1	\$200	\$100	\$0
Failure to mark containers of hazardous waste with an indication of the hazards	1	\$200	\$100	\$0
Failure to mark containers of hazardous waste with accumulation start dates	1	\$200	\$100	\$100
Failure to mark containers of hazardous waste with the appropriate EPA hazardous waste numbers	1	\$200	\$100	\$0
Accumulation of universal wastes on site for greater than one year	1	\$1,000	\$100	\$0

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Failure to keep containers of used oil closed	1	\$200	\$100	\$0	
Failure to mark containers of used oil with the words "Used Oil"	1	\$200	\$100	\$100	
Failure to include all necessary information in the contingency plan	1	\$200	\$100	\$0	
Failure to submit a quick reference guide to all local emergency responders	1	\$200	\$100	\$0	
Failure to conduct or document weekly inspections of all hazardous waste accumulation areas	1	\$1,000	\$500	\$0	
Failure to submit Exemption Reports to the Department	1	\$500	\$250	\$0	Total of Three Factors
TOTAL PER FACTOR		\$17,200	\$3,450	\$300	\$21,150

Adjustments to Amount of Initial Penalty

Economic Benefit (+)	\$0	Amount of Initial Penalty	\$21,150
Mitigating Factors (-)	\$0	Total Adjustments (+/-)	-\$4,230
Ability to Pay (-)	\$0	FINAL PENALTY	\$16,920
Other Factors (+/-)	-\$4,230		

Footnotes

* See the "FINDINGS" portion of the Order for a detailed description of each violation and the penalty factors.

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Hill Hill Carter

Hill, Hill, Carter,
Franco, Cole & Black, PC
Attorneys at Law

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