

**ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**

IN THE MATTER OF:

**North American Lighting, Inc.
Muscle Shoals, Colbert County, Alabama
USEPA Identification Number ALR000040881**

Consent Order No. 24-XXX-CHW

PREAMBLE

This Consent Order is made and entered into by the Alabama Department of Environmental Management (“the Department” or “ADEM”) and North American Lighting, Inc. (“NAL”) 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. NAL operates an automotive lighting manufacturing facility (the “Facility”) with EPA Identification Number ALR000040881, located at 100 Counts Drive in Muscle Shoals, Colbert County, Alabama. NAL, 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 January 24, 2024, a representative of the Department's Industrial Hazardous Waste Branch conducted a compliance evaluation inspection ("CEI") of NAL. The CEI and a review of NAL's compliance showed the following:

(a) Pursuant to pertinent provisions of 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.

NAL stored one container of hazardous waste (a 55-gallon drum of caustic sludge from the Inline Mask Washer) in the central accumulation area for more than 90 days without a permit or an extension. The accumulation start date was October 9, 2023.

(b) Pursuant to ADEM Admin. Code r. 335-14-3-.01(7)(a)5.(i)(d), the 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.

NAL failed to mark or label seventeen containers of hazardous waste in the central accumulation area and two containers of hazardous waste in the Plant 3 Paint Mix Room with the appropriate EPA hazardous waste numbers.

(c) Pursuant to ADEM Admin. Code r. 335-14-3-.14(10)(a), the large quantity generator must submit a copy of the required contingency plan and all revisions to all local emergency responders (i.e., law enforcement agencies, fire departments, hospitals and State and local emergency response teams that may be called upon to provide emergency services). This document may also be submitted to the Local Emergency Planning Committee, as appropriate.

NAL failed to provide documentation that a copy of the contingency plan was sent to local emergency responders.

(d) 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 identified at paragraph (a) of this section or, as appropriate, the Local Emergency Planning Committee.

NAL failed to provide documentation that a copy of the quick reference guide was sent to local emergency responders.

5. On February 22, 2024, the Department issued a Notice of Violation to NAL, which cited violations of the hazardous waste regulations that were discovered during the CEI.

6. On March 20, 2024, the Department received NAL's 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 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 this civil penalty, the Department has considered the following:

(a) **SERIOUSNESS OF THE VIOLATION(S):** In determining the seriousness of the violations, 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 NAL, the Department noted that the violations described above were non-technical and easily

avoidable. Consequently, NAL 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 no significant economic benefit was gained by NAL as a result of the violations referenced herein.

(d) **EFFORTS TO MINIMIZE OR MITIGATE THE EFFECTS OF THE VIOLATION(S) 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, NAL has a history of similar violations and the civil penalty reflects that history.

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

(g) **OTHER FACTORS:** It should be noted that this Consent Order is a negotiated settlement and, therefore, the Department has compromised 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 NAL's Contentions, which are set forth below. The Department has agreed to the terms of this Consent Order in an effort to resolve the alleged violation(s) cited herein without the unwarranted expenditure of State resources in further prosecuting the alleged violation(s). The Department has determined that the terms contemplated in this Consent Order are in the best interest of the citizens of Alabama.

NAL'S CONTENTIONS

9. NAL neither admits nor denies the Department's Contentions. NAL consents to abide by the terms of this Consent Order and to pay the civil penalty assessed herein.

ORDER

Therefore, without admitting that it has violated any statutes or regulations, NAL, along with the Department, desires to resolve and settle the alleged violation(s) 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 violation(s) alleged herein. Therefore, the Department and NAL agree to enter into this Consent Order with the following terms and conditions:

A. NAL agrees to pay to the Department a civil penalty in the amount of \$9,400 in settlement of the violation(s) alleged herein within forty-five days of the effective date of this Consent Order. 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. NAL agrees that all penalties due pursuant to this Consent Order shall be made payable to the Alabama Department of Environmental Management by certified or cashier's check 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 Consent Order shall reference NAL's name and address, and the ADEM Consent Order Number of this action.

C. NAL agrees to comply with all terms, conditions, and limitations of the AHWMMMA and the regulations promulgated pursuant thereto immediately upon the effective date of this Consent Order and continuing every day thereafter.

D. The Department and NAL ("Parties") agree that this Consent Order shall apply to and be binding upon both parties, and both parties shall direct their directors, officers, and employees implementing this Consent Order to comply with its provisions. Each signatory to this Consent Order certifies that he or she is fully authorized by the party he or she represents to enter

into the terms and conditions of this Consent Order, to execute the Consent Order on behalf of the party represented, and to legally bind such party.

E. The Parties agree that, subject to the terms of these provisions and subject to provisions otherwise provided by statute, this Consent Order is intended to operate as a full resolution of the alleged violation(s) cited herein.

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

G. For purposes of this Consent Order only, NAL 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 Consent Order is to resolve and dispose of all allegations and contentions stated herein concerning the factual circumstances referenced herein. Should additional facts and circumstances be discovered in the future which would constitute possible violations not addressed in this Consent Order, then such future violations may be addressed in orders as may be issued by the Director, litigation initiated by the Department, or such other enforcement actions as may be appropriate. NAL agrees not to object to such future orders, litigation, or enforcement actions based on the issuance of this Consent Order if future orders, litigation, or other enforcement actions address new matters not raised in this Consent Order.

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

J. The Parties agree that this Consent Order shall not affect NAL's obligation to comply with any federal, State, or local laws or regulations.

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

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

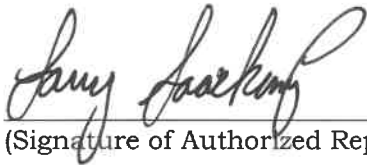
M. The Parties agree that any modifications of this Consent Order must be agreed to in writing signed by both parties.

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

Executed in duplicate, with each part being an original.

NORTH AMERICAN LIGHTING, INC.

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT



(Signature of Authorized Representative)

LARRY SAATKAMP

(Printed Name)

Director of Operations

(Printed Title)

6-3-24

(Date Signed)

Lance R. LeFleur
Director

(Date Executed)

Attachment A

North American Lighting, Inc.
Muscle Shoals, Colbert County
Facility ID No. ALR000040881

Violation	Number of Violations*	Seriousness of Violation*	Standard of Care*	History of Previous Violation*	
Storage of hazardous waste for greater than 90 days without a permit	1	\$10,000	\$1,000	\$0	
Failure to mark or label containers of hazardous waste with the appropriate EPA hazardous waste number(s)	1	\$200	\$100	\$100	
Failure to provide documentation that the contingency plan has been delivered to emergency response agencies	1	\$100	\$50	\$50	
Failure to provide documentation that the quick reference guide has been delivered to emergency response agencies	1	\$100	\$50	\$0	Total of Three Factors
TOTAL PER FACTOR		\$10,400	\$1,200	\$150	\$11,750

Adjustments to Amount of Initial Penalty

Economic Benefit (+)	\$0	Amount of Initial Penalty	\$11,750
Mitigating Factors (-)	\$0	Total Adjustments (+/-)	-\$2,350
Ability to Pay (-)	\$0	FINAL PENALTY	\$9,400
Other Factors (+/-)	-\$2,350		

Footnotes

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