

**ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**

IN THE MATTER OF:

**Omega Waste Management, Inc.
Patterson, Louisiana
USEPA Identification Number LAR000003954**

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 Omega Waste Management, Inc. (“Omega”) 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. Omega operates a waste transportation company with EPA Identification Number LAR000003954, headquartered at 1900 Highway 90 in Patterson, Louisiana. Omega, as a result of its operations, was a used oil transporter, as 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 March 23, 2018, the Department issued Used Oil Transport Permit Number LAR000003954 ("the permit") to Omega. The permit expired on March 22, 2024.

5. On May 14, 2024, the Department received Omega's application to renew the permit. The permit renewal application was accompanied by a written notification that Omega had transported four shipments of used oil in the State of Alabama after the expiration date of the permit. A subsequent review of Omega's compliance showed the following:

Pursuant to ADEM Admin. Code r. 335-14-8-.09(1)(d), no applicant shall begin hazardous waste or used oil transportation activities prior to the granting of the appropriate permit by the Department except as directed by the Department during emergency response.

Omega transported used oil in the State of Alabama without an effective Used Oil Transport Permit. Omega failed to obtain a new permit after its Used Oil Transporter Permit expired and continued to operate as a used oil transporter in the State of Alabama.

6. On June 4, 2024, the Department issued a Notice of Violation to Omega, which cited violations of the hazardous waste regulations that were discovered subsequent to the abovementioned notification.

7. On June 13, 2024, the Department received Omega's response to the aforementioned Notice of Violation.

8. On June 14, 2024, the Department reissued Used Oil Transport Permit Number LAR000003954 to Omega.

9. 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 violation(s), the Department considered the general nature and magnitude of the violation(s) 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 Omega, the Department noted that the violation(s) described above were non-technical and easily avoidable. Consequently, Omega failed to exhibit a standard of care commensurate with the applicable regulatory standards. Upon their discovery, Omega self-reported the abovementioned violation(s) to the Department.

(c) ECONOMIC BENEFIT WHICH DELAYED COMPLIANCE MAY HAVE CONFERRED: The Department has determined that no significant economic benefit was gained by Omega as a result of the violation(s) 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 violation(s).

(e) HISTORY OF PREVIOUS VIOLATIONS: Based on a review of Department records, Omega does not have a history of similar violations.

(f) ABILITY TO PAY: The Department does not have any evidence indicating that Omega 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).

10. The Department neither admits nor denies Omega'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.

OMEGA'S CONTENTIONS

11. Omega neither admits nor denies the Department's Contentions. Omega 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, Omega, 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 Omega agree to enter into this Consent Order with the following terms and conditions:

A. Omega agrees to pay to the Department a civil penalty in the amount of \$4,000 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. Omega 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 Omega's name and address, and the ADEM Consent Order Number of this action.

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

D. The Department and Omega ("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. Omega 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, Omega 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. Omega 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 Omega 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 Omega'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 Omega of its obligations to comply in the future with any permit.

Executed in duplicate, with each part being an original.

OMEGA WASTE MANAGEMENT, INC.

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

Debra H Rhoades

(Signature of Authorized Representative)

Debra H. Rhoades

(Printed Name)

Secretary. Treasurer

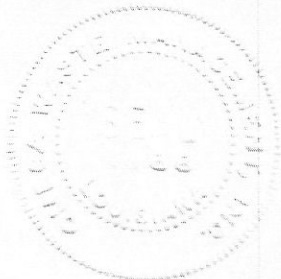
(Printed Title)

11.14.2024

(Date Signed)

Lance R. LeFleur
Director

(Date Executed)



Attachment A

Omega Waste Management, Inc.
Patterson, Louisiana
Facility ID No. LAR000003954

Violation	Number of Violations*	Seriousness of Violation*	Standard of Care*	History of Previous Violation*	
Transportation of used oil without an effective Alabama Used Oil Transport Permit	1	\$4,000	\$1,000	\$0	Total of Three Factors
TOTAL PER FACTOR		\$4,000	\$1,000	\$0	\$5,000

Adjustments to Amount of Initial Penalty

Economic Benefit (+)	\$0	Amount of Initial Penalty	\$5,000
Mitigating Factors (-)	\$0	Total Adjustments (+/-)	-\$1,000
Ability to Pay (-)	\$0	FINAL PENALTY	\$4,000
Other Factors (+/-)	-\$1,000		

Footnotes

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