

**ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**

IN THE MATTER OF:)

Group Properties, LLC
11690 Southfork Drive
Duncanville, AL 35456 UAD
Duncanville, Tuscaloosa County, Alabama)

Order No. XX-XXX-CSW

PREAMBLE

This Consent Order is made and entered into by the Alabama Department of Environmental Management ("the Department" or "ADEM") and Group Properties, LLC ("Group Properties, LLC") pursuant to the provisions of the Alabama Environmental Management Act, Ala. Code §§ 22-22A-1 to 22-22A-17, *as amended*; the Solid Wastes and Recyclable Materials Management Act ("SWRMMA"), Ala. Code §§ 22-27-1 to 22-27-18, *as amended*, and the regulations promulgated pursuant thereto.

STIPULATIONS

1. Group Properties, LLC owns the real property located at 11690 Southfork Drive, which is further identified as Parcel ID Numbers 63-42-02-04-0-000-002.000 and 63-42-02-03-0-000-004.000, in Duncanville, Tuscaloosa County, Alabama ("the Site").
2. Pursuant to Ala. Code §§ 22-22A-1 to 22-22A-17, *as amended*, the Department is a duly constituted department of the State of Alabama.
3. Pursuant to Ala. Code § 22-22A-4(n), *as amended*, and Ala. Code § 22-27-9(a), *as amended*, the Department is the state agency authorized to administer and enforce the provisions of the SWRMMA, Ala. Code §§ 22-27-1 to 22-27-18, *as amended*.
4. Pursuant to Ala. Code § 22-27-2(38), *as amended*, and ADEM Admin. Code r. 335-13-1-.03(146), an unauthorized dump ("UAD") is defined as any collection of solid wastes either

dumped or caused to be dumped or placed on any public or private property, whether or not regularly used, and not having a permit from the Department.

5. Pursuant to Ala. Code § 22-27-10(b), *as amended*, and ADEM Admin. Code r. 335-13-11-.03(2), any person who participates in the creation or operation of an unauthorized dump, or contributed to an unauthorized dump, shall be responsible for the removal of the waste or otherwise the closure of the unauthorized dump in accordance with this article and rules of the Department. If those who created, operated, or contributed to an unauthorized dump do not remove or close the unauthorized dump, the landowner shall also be responsible for the removal or otherwise the closure of the unauthorized dump.

6. Pursuant to ADEM Admin. Code rs. 335-13-1-.13(1)(a) and (2), unauthorized dumps are prohibited and must be closed in a manner determined to be necessary by the Department.

DEPARTMENT'S CONTENTIONS

7. On April 11, 2023, in response to a complaint, personnel from the Department commenced an investigation that involved a site inspection and a review of relevant records. During the investigation, the following was noted.

a. On April 11, 2023, approximately sixty-five cubic yards of regulated solid waste were observed openly dumped at the Site. The waste consisted of construction and demolition waste, household waste, and one scrap tire.

b. The disposal area at the Site was not permitted as a land disposal facility by the Department, as required under Chapter 335-13-5.

c. According to the Tuscaloosa County property tax records, Group Properties, LLC was the owner of the Site at the time of the inspection.

d. The disposal of the aforementioned regulated solid wastes at the Site, without a valid solid waste disposal facility permit issued by the Department, constitutes

the creation of a UAD, which violates rules 335-13-1-.13(1) and 335-13-1-.13(2), for which Group Properties, LLC is responsible.

7. On April 21, 2023, the Department issued a Notice of Violation (NOV) to Group Properties, LLC via Certified Mail from the United States Postal Service ("USPS"), mandating complete abatement and closure of the UAD. The USPS online tracking system indicates that the NOV was delivered on April 28, 2023.

8. On July 26, 2024 and January 29, 2026, personnel from the Department conducted inspections at the Site and noted that the UAD remained present, having increased to approximately 3,500 cubic yards of construction and demolition debris, household waste, and discarded appliances.

9. To date, the Department has yet to receive any response to the NOV from Group Properties, LLC.

10. Pursuant to Ala. Code § 22-22A-5(18)c., *as amended*, in determining the amount of any penalty, the Department must give consideration to the seriousness of the violation, 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 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 for each violation, provided however, that the total penalty assessed in an order issued by the Department shall not exceed \$250,000. 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:** The creation, contribution to, or operation of a UAD is inherently a public nuisance, a threat to public health, and a threat to the environment. However, the Department is not aware of any irreparable harm to the environment, or any immediate threat to human health or the safety of the public as a result of the UAD's presence at the Site.

b. THE STANDARD OF CARE: Upon evaluating the standard of care demonstrated by Group Properties, LLC, the Department noted that the aforementioned violation was non-technical and easily avoidable. Additionally, Group Properties, LLC failed to comply with directives from the Department regarding the proper remediation and closure of the UAD. As a result, Group Properties, LLC did not display a standard of care that aligns with the relevant regulatory standards.

c. ECONOMIC BENEFIT WHICH DELAYED COMPLIANCE MAY HAVE CONFERRED: The Department is not aware of any economic benefits Group Properties, LLC may have gained as a result of the violation cited herein.

d. EFFORTS TO MINIMIZE OR MITIGATE THE EFFECTS OF THE VIOLATION UPON THE ENVIRONMENT: The Department is unaware of efforts by Group Properties, LLC to mitigate any potential adverse effects upon the environment, human health, or public safety that may have been caused as a result of the UAD.

e. HISTORY OF PREVIOUS VIOLATIONS: Based on a review of Department records, Group Properties, LLC does not appear to have a documented history of similar violations of the applicable requirements of ADEM Admin. Code div. 335-13.

f. THE ABILITY TO PAY: Group Properties, LLC has not made a claim of an inability to pay the civil penalty assessed herein.

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 to resolve this matter amicably, without incurring the unwarranted expense of litigation.

11. The Department has carefully considered the six statutory penalty factors enumerated in Ala. Code § 22-22A-5(18)c, *as amended*, as well as the need for timely and effective enforcement and based upon the foregoing and attached contentions, and has concluded that a civil penalty is appropriate for the violation cited herein (see "Attachment A," which is made a part of the Department's Contentions).

12. The Department neither admits nor denies Group Properties, LLC'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 cited herein without the unwarranted expenditure of State resources in further prosecuting the above violation. The Department has determined that the terms contemplated in this Consent Order are in the best interests of the citizens of Alabama.

GROUP PROPERTIES, LLC'S CONTENTIONS

13. Group Properties, LLC neither admits nor denies the Department's contentions. Group Properties, LLC consents to abide by the terms of this Consent Order and pay the civil penalty assessed herein.

ORDER

Therefore, without admitting that it has violated any statutes or regulations, Group Properties, LLC, along with the Department, desires to resolve and settle the alleged violation 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*, and the need for timely and effective enforcement; the Department has determined that the following conditions are appropriate to address the violation alleged herein. Therefore, the Department and Group Properties, LLC agree to enter into this Consent Order with the following terms and conditions:

A. Group Properties, LLC agrees to pay the Department a civil penalty in the amount of \$9,600 in settlement of the violation alleged herein within ninety (90) days of the effective date of this Consent Order. Failure to pay the civil penalty within ninety (90) 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. Group Properties, LLC 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 Group Properties, LLC's name and address, and the ADEM Consent Order Number of this action.

C. Group Properties, LLC agrees that, independent of this Consent Order, Group Properties, LLC shall comply with all applicable terms, limitations, and conditions of the SWRMMA and the regulations promulgated pursuant thereto immediately upon the effective date of this Consent Order and continuing every day thereafter.

D. Within fifteen (15) days of effective date of this Consent Order, Group Properties, LLC agrees to submit a site closure plan to the Department in accordance with ADEM Admin. Code r. 335-13-1-.13(2)(b)1. This plan shall include a description of the actions Group Properties, LLC intends to take to remove all regulated solid waste from the Site and deposit it in an approved landfill unit or at a registered recycling facility. The plan shall include a timeline for the completion of all remediation and closure actions that cannot exceed 120 days from the effective date of the Order, without the expressed consent of the Department. Unless otherwise directed by the Department, Group Properties, LLC agrees to implement the site closure plan as presented.

E. Within fifteen (15) days of completion of all remediation and closure actions, Group Properties, LLC agrees to provide the following information to the Department as proof that all remediation and closure actions have been completed:

1. The period during which the remediation and closure activities occurred.
2. Total volume of regulated solid waste removed from the Site.
3. Documentation confirming that all regulated solid waste, including both surface and subsurface waste, was removed from the Site.

4. Copies of receipts showing that all regulated solid waste was taken to an approved landfill unit or a registered recycling facility.
5. Photographs of the solid waste disposal areas at the Site taken before and after remediation.
6. Documentation confirming that the UAD was properly closed to prevent erosion on the Site, if applicable.
7. Documentation confirming that the Site has been secured to prevent any future illegal dumping, if applicable.

F. The Department and Group Properties, LLC ("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.

G. 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 cited herein.

H. For purposes of this Consent Order only, Group Properties, LLC 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. Group Properties, LLC also agrees that in any action brought by the Department to compel compliance with the terms of this Consent Order, Group Properties, LLC shall be limited to the defenses of *Force Majeure*, compliance with this Consent Order, and physical impossibility. A *Force Majeure* is defined as any event arising from causes that are not foreseeable and are beyond the reasonable control of Group Properties, LLC, including its contractors and consultants, which could not be overcome by due diligence (i.e., causes that could have been overcome or avoided by the exercise of due diligence will not be considered to have been beyond the reasonable control of the Commission) and which delays or prevents performance by a date required by the Consent Order. Events such

as unanticipated or increased costs of performance, changed economic circumstances, normal precipitation events, or failure to obtain federal, state, or local permits shall not constitute *Force Majeure*. Any request for a modification of the deadline must be accompanied by the reasons (including documentation) for each extension and the proposed extension time. This information shall be submitted to the Department a minimum of ten calendar days prior to the originally anticipated completion date. If the Department, after reviewing the extension request, finds the work was delayed because of conditions beyond the control and without the fault of Group Properties, LLC, the Department may extend the time as justified by the circumstances. The Department may also grant any other additional time extension as justified by the circumstances, but it is not obligated to do so.

I. The Parties agree that the sole purpose of this Consent Order is to resolve and dispose of all allegations and contentions stated herein concerning the factual circumstances referenced herein. Should additional facts and circumstances be discovered in the future concerning the property which would constitute possible violations not addressed in this Consent Order, then such future violations may be addressed in Orders as may be issued by the Director, litigation initiated by the Department, or such other enforcement action as may be appropriate, and Group Properties, LLC shall not object to such future orders, litigation or enforcement action based on the issuance of this Consent Order if future orders, litigation or other enforcement action address new matters not raised in this Consent Order.

J. The Parties agree that this Consent Order shall be considered final and effective immediately upon the signature of all parties. This Consent Order shall not be appealable, and Group Properties, LLC does hereby waive any hearing on the terms and conditions of this Consent Order. Pursuant to Ala. Code §§ 22-22A-7(7), Group Properties, LLC agrees that this Consent Order shall not be subject to judicial review in any proceeding for enforcement by the Department.

K. The Parties agree this Consent Order shall not affect Group Properties, LLC's obligation to comply with any Federal, State, or local laws or regulations.

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 this Consent Order shall not affect Group Properties, LLC's obligation to comply with any federal, State, or local laws or regulations.

N. The Parties agree that the 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 (30) days within which to comment on the Order.

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

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

GROUP PROPERTIES, LLC

**ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**


(Signature of Authorized Representative)

Edward F. Poolos
Director

R S Thompson
(Printed Name)

Date Executed

MEMBER
(Printed Title)

4-8-26
Date Signed

Attachment A

Group Properties, LLC

11690 Southfork Drive

Duncanville, Tuscaloosa County, Alabama

Violation*	Number of Violations*	Seriousness of Violation*	Standard of Care*	History of Previous Violations*	
Creation of an Unauthorized Dump	1	\$7,000	\$5,000	\$0	Total of Three Factors
TOTAL PER FACTOR		\$7,000	\$5,000	\$0	\$12,000

Adjustments to Amount of Initial Penalty*	
Mitigating Factors (-)	\$0
Ability to Pay (-)	\$0
Other Factors (+/-)	(\$2,400)
	(\$2,400)

Economic Benefit (+) *	\$0
Amount of Initial Penalty	\$12,000
Total Adjustments (+/-)	(\$2,400)
FINAL PENALTY	\$9,600

Footnotes

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