ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

IN THE MATTER OF:	
SteelFab of Virginia, Inc. **Roanoke, Randolph County, Alabama** **USEPA Identification Number ALR000008508**	Consent Order No. 26-XXX-CHW

PREAMBLE

This Consent Order is made and entered into by the Alabama Department of Environmental Management ("the Department" or "ADEM") and SteelFab of Virginia, Inc. ("SteelFab") 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. SteelFab operates an industrial steel fabrication facility with EPA Identification Number ALR000008508, located at 389 Steelview Drive in Roanoke, Randolph County, Alabama. SteelFab, 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 March 13, 2026, the Department conducted a compliance evaluation inspection ("CEI") of SteelFab. The CEI and a review of Steelfab's compliance showed the following:

(a) Pursuant to ADEM Admin. Code r. 335-14-2-.01(4)(a)26.(i), solvent-contaminated reusable wipes that are sent for cleaning and reuse are not solid wastes from the point of generation, provided that the solvent-contaminated wipes, when accumulated, stored, and transported, are contained in non-leaking, closed containers that are labeled "Excluded Solvent-Contaminated Wipes."

SteelFab failed to label two containers of solvent-contaminated wipes with the words "Excluded Solvent-Contaminated Wipes."

(b) Pursuant to ADEM Admin. Code r. 335-14-3-.01(5)(a)4., a container holding hazardous waste must be closed at all times during accumulation.

SteelFab failed to keep closed one satellite accumulation container of hazardous waste paint located at Satellite Station 3.

(c) 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.

SteelFab stored hazardous waste for greater than 90 days without a permit and without being granted an extension to the 90-day period. The wastes in question were stored at the facility between June 2025 and October 2025.

(d) Pursuant to ADEM Admin. Code r. 335-14-3-.01(7)(a)1.(ii), if a container holding hazardous waste is not in good condition, or if it begins to leak, a large quantity generator must immediately transfer the hazardous waste from this container to a container that is in good

condition, or immediately mange the waste in some other way that complies with 335-14-3-.01(7)(a).

SteelFab failed to immediately transfer hazardous waste from two damaged hazardous waste containers in the central hazardous waste accumulation area to containers that were in good condition.

(e) Pursuant to ADEM Admin. Code r. 335-14-3-.01(7)(a)1.(v), at least weekly, a large quantity generator must inspect central accumulation areas. A large quantity generator must look for leaking containers and for deterioration of containers caused by corrosion or other factors. A large quantity generator must record inspections in an inspection log or summary and must keep these records for at least three years from the date of the inspection. At a minimum, these records must include the date and time of the inspection, the name of the inspector, and a notation of the observations made.

SteelFab failed to perform weekly inspections of the central hazardous waste accumulation area.

(f) Pursuant to ADEM Admin. Code r. 335-14-3-.01(7)(a)5.(i)(II), a large quantity generator must mark or label its containers with an indication of the hazards of the contents [examples include, but are not limited to, the applicable hazardous waste characteristic(s) (i.e., ignitable, corrosive, reactive, toxic); hazard communication consistent with the Department of Transportation requirements at 49 CFR part 172 subpart E (labeling) or subpart F (placarding); a hazard statement or pictogram consistent with the Occupational Safety and Health Administration Hazard Communication Standard at 29 CFR 1910.1200; or a chemical hazard label consistent with the National Fire Protection Association code 704].

SteelFab failed to mark or label one container of hazardous waste paint in the central hazardous waste accumulation area with an indication of the hazards of the contents.

(g) Pursuant to the pertinent part(s) of ADEM Admin. Code r. 335-14-3-.01(7)(a)10., a large quantity generator of hazardous waste must prevent the unknowing entry, and minimize the possibility for the unauthorized entry, of persons or livestock into the central accumulation area. A large quantity generator must have a 24-hour surveillance system (e.g.,

television monitoring or surveillance by guards or facility personnel) that continuously monitors and controls entry onto the active portion of the facility, or an artificial or natural barrier (e.g., a fence in good repair or a fence combined with a cliff) that completely surrounds the active portion of the facility.

SteelFab failed to restrict access to the central hazardous waste accumulation area. The central hazardous waste accumulation area was located in the main production area and was not equipped with a 24-hour surveillance system or surrounded by an artificial or natural barrier.

(h) Pursuant to ADEM Admin. Code r. 335-14-3-.01(7)(a)10.(ii), unless exempt under 335-14-.01(7)(a)10., a sign with the legend, "Danger—Unauthorized Personnel Keep Out", must be posted at each entrance to the central hazardous waste accumulation area, and at other locations, in sufficient numbers to be seen from any approach. The legend must be written in English and in any other language predominant in the workplace and in the area surrounding the facility, and must be legible from a distance of at least 25 feet. Existing signs with a legend other than "Danger—Unauthorized Personnel Keep Out" may be used if the legend on the sign indicates that only authorized personnel are allowed to enter, and that entry can be dangerous.

SteelFab failed to post warning signs at each entrance to the central hazardous waste accumulation area.

(i) SteelFab failed to furnish or make available copies of records and plans at the time of the CEI. As a result, SteelFab failed to comply with the following requirements:

(I) Pursuant to ADEM Admin. Code r. 335-14-3-.01(7)(a)7.(iv)(II), a large quantity generator must maintain a written job description for each position at the facility related to hazardous waste management. This description may be consistent in its degree of specificity with descriptions for other similar positions in the same company location or bargaining unit, but must include the requisite skill, education, or other qualifications, and duties of facility personnel assigned to each position.

SteelFab failed to provide for review written job descriptions for each position at the facility related to hazardous waste management.

(II) Pursuant to ADEM Admin. Code r. 335-14-3-.01(8)(d)1., a large quantity generator or small quantity generator must submit a correct and complete ADEM Form 8700-12 (including all appropriate attachment pages and fees) reflecting current waste activities to the Department annually. The Department must receive the ADEM Form 8700-12 (including all appropriate attachment pages and fees) no later than the 15th day of the specified month in the schedule located at 335-14-1-.02(1)(a).

SteelFab failed to submit ADEM Form 8700-12 to the Department for the 2025 calendar year.

(III) Pursuant to ADEM Admin. Code r. 335-14-3-.14(10), a copy of the contingency plan and all revisions to the plan must be maintained at a large quantity generator. A large quantity generator must submit a copy of the 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). A large quantity generator must submit a quick reference guide of the contingency plan to the local emergency responders identified at 335-14-3-.14(10)(a) or, as appropriate, the Local Emergency Planning Committee. A large quantity generator must update, if necessary, their quick reference guides, whenever the contingency plan is amended and submit these documents to the local emergency responders identified at 335-14-3-.14(10)(a) or, as appropriate, the Local Planning Committee.

SteelFab failed to provide for review documentation that a copy of the facility's quick reference guide had been sent to all local emergency responders.

5. On June 11, 2026, the Department issued a Notice of Violation to SteelFab, which cited the abovementioned violation(s).

6. On July 10, 2026, SteelFab submitted to the Department a written response to the NOV, which stated that the violation(s) cited in the NOV had been corrected.

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 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 SteelFab, the Department noted that the violation(s) were non-technical and easily avoidable. Consequently, SteelFab 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 SteelFab as a result of the violation(s).

(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 violation(s).

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

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

STEELFAB'S CONTENTIONS

9. SteelFab neither admits nor denies the Department's Contentions. SteelFab enters into this Order solely to compromise and terminate this matter. This Order is not an admission of liability, responsibility, or fault by SteelFab for any of the matters alleged or contended herein by the Department. SteelFab 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, SteelFab, along with the Department, desires to resolve and settle the alleged violation(s). 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 alleged violation(s). Therefore, the Department and SteelFab agree to enter into this Consent Order with the following terms and conditions:

A. SteelFab agrees to pay to the Department a civil penalty in the amount of $14,080 in settlement of the violation(s) alleged herein within forty-five (45) days of the Effective Date of this

Consent Order. Failure to pay the civil penalty within forty-five (45) 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. SteelFab 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 SteelFab's name and address, and the ADEM Consent Order Number of this action.

C. SteelFab agrees to comply with all applicable terms, conditions, and limitations of the AHWMMA, Ala. Code §§ 22-30-1 to 22-30-24, as amended and the regulations promulgated pursuant thereto immediately upon the effective date of this Order and continuing every day thereafter.

D. The Department and SteelFab ("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. SteelFab 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, SteelFab 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. SteelFab 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 SteelFab does hereby waive any hearing on the terms and conditions of this Consent Order.

J. Pursuant to Ala. Code §§ 22-22A-7(7), SteelFab agrees that this Consent Order shall not be subject to judicial review in any proceeding for enforcement by the Department.

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

L. 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 Order.

M. 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.

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

O. 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 SteelFab of its obligations to comply in the future with any permit.

P. The Parties agree that this Order shall not be construed as an admission of liability, responsibility, or fault by SteelFab, and that the Parties are entering into this Order solely as a means to compromise and terminate this matter.

Executed in duplicate, with each part being an original.

STEELFAB OF VIRGINIA, INC.	ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
_____ (Signature of Authorized Representative)	_____ Edward Poolos Director
Charles J Craig (Printed Name)	
EVP O (Printed Title)	
10/19/2026 (Date Signed)	_____ (Date Executed)

Attachment A

SteelFab of Virginia, Inc.
Roanoke, Randolph County
Facility ID No. ALR000008508

Violation	Number of Violations*	Seriousness of Violation*	Standard of Care*	History of Previous Violation*	
(a) Failure to properly label containers of solvent-contaminated reusable wipes	1	$150	$50	$0	
(b) Failure to keep satellite accumulation containers closed	1	$150	$50	$0	
(c) Storage of hazardous waste for greater than 90 days without a permit or extension	1	$10,000	$1,000	$0	
(d) Failure to immediately repair or replace damaged containers of hazardous waste	1	$1,500	$150	$0	
(e) Failure to perform weekly inspections of the central hazardous waste accumulation area	1	$1,500	$150	$0	
(f) Failure to properly mark or label containers of hazardous waste	1	$150	$50	$0	
(g) Failure to restrict access to the central hazardous waste accumulation area	1	$1,500	$150	$0	
(h) Failure to post warning signs at each entrance to the central hazardous waste accumulation area	1	$150	$50	$0	
(i) Failure to provide documents for review	3	$600	$250	$0	**Total of Three Factors**
TOTAL PER FACTOR		$15,700	$1,900	$0	$17,600

Adjustments to Amount of Initial Penalty

Economic Benefit (+)	$0
Mitigating Factors (-)	$0
Ability to Pay (-)	$0
Other Factors (+/-)	-$3,520

Amount of Initial Penalty	$17,600
Total Adjustments (+/-)	-$3,520
FINAL PENALTY	$14,080

Footnotes

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