

LANCE R. LEFLEUR
DIRECTOR



BOB RILE
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov

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Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

October 18, 2010

CERTIFIED MAIL # 91 7108 2133 3936 5743 2496

Mr. Todd White
Robbie D Wood, Inc.
1051 Old Warrior River Road
Dolomite, Alabama 35061



Dear Mr. White:

RE: **Consent Order No. 11-005-CHW**
Robbie D Wood, Inc.
USEPA Identification Number ALD067138891

Enclosed is an original copy of the Consent Order No. 11-005-CHW between Robbie D Wood, Inc. and the Alabama Department of Environmental Management. This Order requires Robbie D Wood, Inc. to take certain actions at the facility in regard to alleged violations of the Alabama Hazardous Wastes Management and Minimization Act of 1978. This Order was signed by ADEM's Director and became effective as of October 15, 2010.

Should you have any questions, please feel free to contact Corey Holmes at (334) 270-5630.

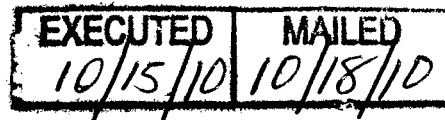
Sincerely,

Wm. Gerald Hardy, Chief
Land Division

WGH/ch/set

cc: Thomas L. Johnston, General Council

cc/e-mail: Brian Gross, EPA Region 4
Jerome Hand, Office of Public Affairs



Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S. W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)

Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
4171 Commanders Drive
Mobile, AL 36615-1421
(251) 432-6533
(251) 432-6598 (FAX)

**ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**

IN THE MATTER OF:

**Robbie D Wood, Inc.
Dolomite, Jefferson County, AL**

USEPA ID NUMBER ALD067138891

ORDER NO. 11-005-CHW

PREAMBLE

This Special Order by Consent is made and entered into by the Alabama Department of Environmental Management (hereinafter "the Department" or "ADEM") and Robbie D. Wood, Inc. pursuant to the provisions of the Alabama Environmental Management Act, Ala. Code §§ 22-22A-1 to 22-22A-16 (2006 Rplc. Vol.), and the Alabama Hazardous Wastes Management and Minimization Act (hereinafter "AHWMMA"), Ala. Code §§ 22-30-1 to 22-30-24 (2006 Rplc. Vol.), and the regulations promulgated pursuant thereto.

STIPULATIONS

1. Robbie D Wood, Inc., a transporter of hazardous and industrial waste throughout the United States and Canada, is headquartered in Dolomite, Jefferson County, Alabama, and is assigned EPA Identification Number ALR000044743.

2. The Department is a duly constituted department of the State of Alabama pursuant to Ala. Code §§ 22-22A-1 to 22-22A-16 (2006 Rplc. Vol.).

3. Pursuant to Ala. Code § 22-22A-4(n) (2006 Rplc. Vol.), 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 (2006 Rplc. Vol.).

DEPARTMENT'S CONTENTIONS

4. On March 25, 2010, Department personnel conducted an on-site

compliance evaluation inspection (hereinafter "CEI") of Robbie D Wood, Inc. The CEI and a review of Robbie D Wood, Inc.'s compliance showed the following:

A. Pursuant to ADEM Admin. Code rs. 335-14-1-.02(251) and 335-14-4-.05(3)(b), transfer facilities that store hazardous waste for more than 10 days are subject to regulation as a storage facility under ADEM Admin. Code ch. 335-14-5, 335-14-6, 335-14-8, and 335-14-9. A review of Robbie D Wood, Inc.'s operating records indicated that on at least twelve occasions Robbie D. Wood, Inc. operated as a hazardous waste storage facility by storing hazardous waste at it's transfer facility, located in Dolomite, AL, for greater than ten days.

B. Pursuant to ADEM Admin. Code r. 335-14-8-.01(1)(c), AHWMMMA requires a permit for the "treatment", "storage", and "disposal" of any hazardous waste identified or listed in ADEM Admin. Code ch. 335-14-2. Robbie D. Wood engaged in the operation of a hazardous waste storage facility without having first obtained a permit for hazardous waste storage from the Department.

5. As a result of this CEI, Robbie D Wood, Inc. was issued a Notice of Violation (NOV), dated May 21, 2010, which cited a violation of the hazardous waste regulations that were discovered during the inspection.

6. On June, 15, 2010, Robbie D Wood responded to the NOV.

7. Pursuant to Ala. Code § 22-22A-5(18) (2006 Rplc. Vol.), 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 be less than \$100.00 or 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.

8. In arriving at this civil penalty, the Department has considered the following:

(a) SERIOUSNESS OF THE VIOLATION: The Department is not aware of any irreparable harm to the environment resulting from the alleged violations.

(b) THE STANDARD OF CARE: Robbie D Wood, Inc. did not exhibit a standard of care commensurate with applicable regulatory standards.

(c) ECONOMIC BENEFIT WHICH DELAYED COMPLIANCE MAY HAVE CONFERRED: The Department is not aware of an economic benefit that the violations conferred upon Robbie D Wood, Inc.

(d) EFFORTS TO MINIMIZE OR MITIGATE THE EFFECTS OF THE VIOLATION UPON THE ENVIRONMENT: Upon discovery of the violations, Robbie D Wood, Inc. took corrective actions to address the violations and to prevent their recurrence.

(e) HISTORY OF PREVIOUS VIOLATIONS: Robbie D Wood, Inc has a history of violations of the AHWMA and the regulations promulgated pursuant thereto but none of a similar nature as the violations described in this Order.

(f) THE ABILITY TO PAY: Robbie D Wood, Inc. has not alleged an inability to pay the civil penalty.

9. The Department has carefully considered the six statutory penalty factors enumerated in Ala. Code § 22-22A-5(18)c (2006 Rplc. Vol.), as well as the need for timely and effective enforcement, and has concluded that the civil penalty herein is appropriate and consistent with the historical penalty range imposed by the Department for similar violations (see Attachment A).

10. The Department neither admits nor denies Robbie D Wood, Inc'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 violations cited herein without the unwarranted expenditure of State resources in further prosecuting the above violations. The Department has determined that the terms contemplated in this Consent Order are in the best interests of the citizens of Alabama.

ROBBIE D. WOOD, INC.'S CONTENTIONS

11.

12. Robbie D Wood, Inc. neither admits nor denies the Department's contentions. Robbie D Wood, Inc. consents to abide by the terms of this Consent Order and to pay the civil penalty assessed herein. As such, this Consent Order shall not be deemed or construed at any time for any purpose by anyone (including but not limited to other parties who bring claims in any legal, administrative or other proceeding) as an admission by Robbie D Wood, Inc. of liability.

ORDER

THEREFORE, without admitting that it has violated any statutes or regulations, Robbie D. Wood, Inc., 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) (2006 Rplc. Vol.), 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 Robbie D Wood, Inc. agree to enter into this Consent Order with the following terms and conditions:

A. Robbie D. Wood, Inc. agrees to pay to the Department a civil penalty in the amount of \$10,000 in settlement of the violations alleged herein within 45 days from the effective date of this Consent Order. Failure to pay the civil penalty within 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. Robbie D. Wood, Inc. 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 and shall be remitted to:

Office of General Counsel
Alabama Department of Environmental Management
P.O. Box 301463
Montgomery, Alabama 36130-1463

Any check submitted to the Department pursuant to this order shall reference Robbie D. Wood, Inc.'s name and address and the ADEM Administrative Order Number of this action.

C. That, commencing immediately upon the effective date of this Order and henceforth, Robbie D. Wood, Inc. shall comply with all terms, conditions, and limitations of the AHWMMMA, Ala. Code §§ 22-30-1 to 22-30-24 (2006 Rplc. Vol.), and the regulations promulgated pursuant thereto.

D. That, within sixty days of the effective date of this Consent Order, Robbie D. Wood, Inc. agrees to remove and properly dispose of all hazardous waste and hazardous waste residues from the 10-day transfer facility container storage area/containment system. Remaining containers, liners, bases, and soil containing or contaminated with hazardous waste or hazardous waste residues shall be decontaminated or removed.

E. That, within forty-five days after completion of closure of the 10-day transfer facility container storage area/containment system, Robbie D. Wood, Inc. agrees to provide a written report documenting the procedures used to comply with ADEM Admin. Code rs. 335-14-3-.03(5)(a)5. and 335-14-6-.09(9) along with the applicable fee specified in Fee Schedule G (Hazardous Waste Generator Closure

Certification) of ADEM Admin. Code r. 335-1-6-.07. The report at a minimum must include:

1. Robbie D. Wood, Inc.'s legal name, physical address, and EPA Identification Number, a description of the unit including the hazardous waste type, maximum volume, and the associated EPA hazardous waste numbers, and a site diagram identifying the 10-day transfer facility container storage area/containment system;
2. The condition of the 10-day transfer facility container storage area/containment system including photos of the 10-day transfer facility container storage area/containment system before, during, and after the closure activities, and the procedures that were used for closure; and
3. All analytical records, manifests, and all other documents related to hazardous waste determinations on, and proper management and disposal of, stored wastes, unit components, investigation derived wastes, and decontamination wastes.

F. If Robbie D. Wood, Inc. cannot remove or decontaminate waste required by ADEM Admin. Code r. 335-14-6-.09(9)(a) and Paragraph D. of this Order, then Robbie D. Wood, Inc. must close the 10-day transfer facility container storage area/containment system and perform post-closure care in accordance with the closure and post-closure care requirements that apply to landfills [ADEM Admin. Code r. 335-14-8-.01(1)(c) and ADEM Admin. Code r. 335-14-5-.14(11)].

G. The parties agree that this Consent Order 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 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.

H. 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 violations, which are cited in this Consent Order.

I. Robbie D. Wood, Inc. agrees that it is not relieved from any liability if it fails to comply with any provision of this Consent Order.

J. For purposes of this Consent Order only, Robbie D. Wood, Inc. 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. Robbie D. Wood, Inc. also agrees that in any action brought by the Department to compel compliance with the terms of this Agreement, Robbie D. Wood, Inc. agrees to be limited to the defenses of Force Majeure, compliance with this Agreement, 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 Robbie D. Wood, Inc., including its contractors and consultants, which could not be overcome by due diligence (i.e., causes which could have been overcome or avoided by the exercise of due diligence will not be considered to have been beyond the reasonable control of Robbie D. Wood, Inc.) 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 a deadline must be accompanied by the reasons (including documentation) for each extension and the proposed extension time. This information agrees to be submitted to the Department a minimum of ten working days prior to the original anticipated completion date. If the Department, after review of the extension request, finds the work was delayed because of conditions beyond the control of and without the fault of Robbie D. Wood, Inc., 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.

K. 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 action as may be appropriate; Robbie D. Wood, Inc. agrees to 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.

L. 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 Robbie D. Wood, Inc. does hereby waive any hearing on the terms and conditions of this Consent Order.

M. The parties agree that this Consent Order shall not affect Robbie D. Wood, Inc.'s obligation to comply with any Federal, State, or local laws or regulations.

N. The parties agree that final approval and entry into this 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.

O. 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.

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

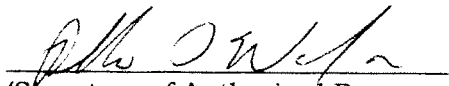
Q. The parties agree that, except as otherwise set forth herein, this Consent Order is not and shall not be interpreted to be a permit or modification of an existing permit under Federal, State or local law, and shall not be construed to waive or relieve Robbie D. Wood, Inc. of its obligations to comply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

Q. 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 Robbie D. Wood, Inc. of its obligations to comply in the future with any permit.

Executed in duplicate, with each part being an original.

ROBBIE D. WOOD, INC.

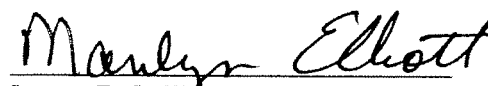
ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT


(Signature of Authorized Representative)

ROBBIE D WOOD JR
(Printed Name)

PRESIDENT
(Printed Title)

AUGUST 24, 2010
(Date Signed)


Lance R. LeFleur
Director

10/15/2010
(Date Executed)

ATTACHMENT A

Penalty Calculation Worksheet

Robbie D Wood, Inc

ALD067138891

Dolomite, AL

Violation*	Number of Violations*	Seriousness of Violation & Base Penalty*	Standard of Care*	History of Previous Violations*
Failure to obtain an AHWMMMA permit for storage of hazardous waste	1	\$10,000	\$0	\$0
Totals:	1	\$10,000	\$0	\$0

Economic Benefit:	\$0
Mitigating Factors:	\$0
Ability to Pay:	\$0
Other Factors:	\$0
Civil Penalty:	\$10,000.00

Footnotes

* See the "Findings" of the Order for a detailed description of each violation and the penalty factors