

Asbestos Enforcement: Alabama Department of Environmental Management and Florence, Alabama Property Owner Enter into Consent Order



Walter Wright, Jr.
wwright@mwlaw.com
(501) 688.8839

05/08/2020

The Alabama Department of Environmental Management (“ADEM”) and Martin-Aycock Properties, LLC, (“MAP”) entered into an April 14th Consent Order (“CO”) addressing an alleged violation of the asbestos provisions of the Alabama Code. See Consent Order No. 20-___-CAP.

The CO provides that MAP is the owner of real property in Florence, Alabama (“Site”).

ADEM is stated to have become aware on August 13, 2019, of the demolition of the Site through a news article in the Times Daily. It is alleged that the demolition of the building was conducted without ADEM having received the required notification in violation of ADEM Admin. Code r. 335-3-11-.02(12).

ADEM is stated to have issued a Notice of Violation on September 4, 2019, based upon the information in the news article.

MAP responded to the Notice of Violation on September 26, 2019, stating it had contracted Geo-Source, Inc., to perform a Phase 1 Environmental Site Assessment on the property. MAP further alleged that based on the Phase 1 no asbestos was present.

ADEM is stated to have received additional information on October 4, 2019, from Geo-Source, Inc., which clarified that company did not address asbestos in the Phase 1 Environmental Site Assessment. Further, the company stated it was not hired by MAP to conduct a thorough asbestos inspection.

As a result, it is alleged that ADEM did not receive the required Notice prior to the demolition beginning and there was no thorough asbestos inspection conducted by an Alabama Accredited Asbestos Inspector of the Site.

MAP is stated to neither admit nor deny ADEM’s contentions. It further contends that it contracted with Geo-Source, Inc., to perform a Phase 1 Environmental Site Assessment and that the assessment performed only resulted in a finding of environmental conditions for a petroleum release. The CO further states:

Owner incorrectly concluded this to mean no asbestos was present. Furthermore, Owner contracted with EDSU, Inc. to demolish the building on the property at a price of \$140,000.00, and Owner relied upon

EDSU, Inc. to fulfill its contract obligations, including, prior to beginning demolition work, to comply with permitting requirements of the city, county and state.

The CO assesses a civil penalty of \$7,500.

A copy of the CO can be downloaded [here](#).