

**ALABAMA DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT**

IN THE MATTER OF:

**George C. Marshall Space Flight Center  
Bld. 4249 Morris Rd.  
Huntsville, AL 35812  
Huntsville, Madison County, Alabama**

**Consent Order No. 24-XXX-CHW**

**USEPA ID NUMBER AL1800013863**

**PREAMBLE**

This Consent Order is made and entered into by the Alabama Department of Environmental Management ("the Department" or "ADEM") and George C. Marshall Space Flight Center (MSFC) 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. George C. Marshall Space Flight Center (MSFC) is a facility that is owned and operated by the United States National Aeronautics and Space Administration (NASA). MSFC is a research and development facility as directed by the NASA. MSFC is located at Building 4249 Code AS10, MSFC in Madison County, Alabama. MSFC has been assigned the US EPA ID Number AL1 800 013 863.

2. The Alabama Department of Environmental Management 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), as amended, 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 Alabama Hazardous Wastes Management and Minimization Act, Ala. Code §§ 22-30-1 to 22-30-24, as amended.

### **DEPARTMENT'S CONTENTIONS**

On December 11, 2023, MSFC notified the Department of an action that took place on December 8, 2023. On December 8, 2023, MSFC discovered that six roll-off boxes exceeded the 90-day accumulation limit on December 6, 2023. The subsequent incident report indicates the following violation:

A. ADEM Administrative Code r. 335-14-3-.01(7)(a) provides in pertinent part that 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. MSFC accumulated hazardous waste onsite for more than 90 days.

1. As a result of the investigation, the Department issued a Notice of Violation on December 21, 2023, that cited violations of the ADEM Administrative Code.

2. On January 5, 2024, the Department received MSFC's response to the aforementioned Notice of Violation.

3. 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:** In determining the seriousness of the violation, the Department considered the general nature and magnitude of the violations along with the available evidence of irreparable harm to the environment and threat to the health or safety of the public. The violation involved the improper management of waste and did not cause irreparable harm to the environment.

(b) **STANDARD OF CARE:** By committing this violation, MSFC did not exhibit a standard of care sufficient to prevent the violation.

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

(d) **EFFORTS TO MINIMIZE OR MITIGATE THE EFFECTS OF THE VIOLATION UPON THE ENVIRONMENT:** As of December 12, 2023, all hazardous waste had been removed from the site and tracking and inspection procedure were modified.

(e) **HISTORY OF PREVIOUS VIOLATIONS:** The Operator does not have a significant history of non-compliance at this site.

(f) **ABILITY TO PAY:** The Operator has not alleged an inability 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).

4. The Department neither admits nor denies MSFC'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.

## **FACILITY'S CONTENTIONS**

5. MSFC neither admits nor denies the Department's contentions. MSFC consents to abide by the terms of this Consent Order and to pay the civil penalty assessed herein. MSFC contends that it has initiated several actions to reduce potential for a repeat of the stated violations; these include (a) modifying our software tracking system; (b) changing labeling locations for ease of viewing; and (c) increasing contractor and government surveillance.

## **ORDER**

Therefore, without admitting that it has violated any statutes or regulations, MSFC, 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 violations alleged herein. Therefore, the Department and MSFC agree to enter into this Consent Order with the following terms and conditions:

A. MSFC agrees to pay to the Department a civil penalty in the amount of \$8,800.00 in settlement of the violations 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. MSFC 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 MSFC's name and address, and the ADEM Consent Order number of this action.

C. MSFC agrees that, independent of this Consent Order, MSFC shall comply with all terms, conditions, and limitations of the AHWMMMA, Ala. Code §§ 22-30-1 to 22-30-24, as amended, and the regulations promulgated pursuant thereto.

D. The Department and MSFC ("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 violations cited herein.

F. MSFC 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, MSFC 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. MSFC reserves the right to request removal under federal law.

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. MSFC 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 MSFC 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 MSFC'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 is 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.

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

**Executed in duplicate, with each part being an original.**

**George C. Marshall Space Flight  
Center**

**ALABAMA DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT**



(Signature of Authorized Representative)

William L. Marks Jr.

(Printed Name)

Deputy Director, Office of Center Operation

(Printed Title)

6/20/2024

(Date Signed)

Lance R. LeFleur  
Director

(Date Executed)

**Attachment A**

George C. Marchall Space Flight Center  
Huntsville, Madison County, AL  
Facility ID No. AL1800013863

<b>Violation</b>	<b>Number of Violations*</b>	<b>Seriousness of Violation*</b>	<b>Standard of Care*</b>	<b>History of Previous Violation*</b>
MSFC stored hazardous waste onsite for greater than 90 days.	1	\$10,000	\$1,000	\$00
<b>TOTAL PER FACTOR</b>		\$10,000	\$1,000	\$00

**Adjustments to Amount of Initial Penalty**

Economic Benefit (+)	\$0.00	Amount of Initial Penalty	\$11,000.00
Mitigating Factors (-)	\$0.00	Total Adjustments (+/-)	-\$2,200.00
Ability to Pay (-)	\$0.00	<b>FINAL PENALTY</b>	\$8,800.00
Other Factors (+/-)	-\$2,200.00		

Footnotes

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