

**STATE OF RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

OFFICE OF COMPLIANCE AND INSPECTION

In Re: PCL FIXTURES, INC.

File No.: OCI-AIR-19-108

AAD No.: 20-002/ARE

CONSENT AGREEMENT

A. INTENT & PURPOSE

This Agreement is entered by and between the Rhode Island Department of Environmental Management (“RIDEM”) and PCL FIXTURES, INC. (“Respondent”). This Agreement is entered in accordance with Section 42-17.1-2 et seq. of the Rhode Island General Laws (“R.I. Gen. Laws”) for the purpose of resolving the alleged violations set forth in a Notice of Violation (“NOV”) issued to Respondent by RIDEM on November 20, 2020.

B. STIPULATED FACTS

- (1) WHEREAS, Respondent operates a facility located at 275 Ferris Avenue, East Providence, Rhode Island (the “Facility”).
- (2) WHEREAS, on June 5, 2018, RIDEM conducted an air compliance inspection at the Facility.
- (3) WHEREAS, on July 20, 2018, RIDEM issued Respondent a letter requesting information pertaining to the surface coating and bonding operations at the Facility.
- (4) WHEREAS, on October 2, 2018, Respondent responded to RIDEM’s request for information.
- (5) WHEREAS, on November 2, 2018, RIDEM conducted an air compliance inspection at the Facility.
- (6) WHEREAS, on March 6, 2019, RIDEM issued a Notice of Intent to Enforce (the “NOI”) to Respondent alleging air contaminant emissions in excess of permitted thresholds under applicable permits and failure to apply for or obtain necessary permits for operations conducted at the Facility.
- (7) WHEREAS, on March 21, 2019, RIDEM received a response to the NOI from Respondent. Respondent stated its intent to submit requisite permit applications and utilize compliant replacement adhesives at the Facility.
- (8) WHEREAS, on April 5, 2019, Respondent provided a compliance update to RIDEM and submitted and ultimately obtained the required permits for operations at the Facility.

- (9) WHEREAS, on November 20, 2020, RIDEM issued a NOV to Respondent alleging violations of certain air pollution statutes and/or regulations.
- (10) WHEREAS, Respondent filed an appeal of the NOV with AAD.
- (11) WHEREAS, AAD is a division within RIDEM.
- (12) WHEREAS, Respondent denies the allegations contained in the NOV and denies any violation of statute or regulation.
- (13) WHEREAS, in lieu of proceeding to an administrative adjudicatory hearing on the NOV and to effect a timely and amicable resolution of the NOV, RIDEM and Respondent hereby agree that it is in the best interest of the parties and in the public interest to resolve the issues raised in the NOV.
- (14) WHEREAS, RIDEM finds that this Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with all applicable rules and regulations.
- (15) WHEREAS, Respondent finds this Agreement reasonable and fair and enters into this Agreement with full knowledge and understanding of its terms.
- (16) WHEREAS, Respondent's payment described in subsection C(4) of this Agreement is not an admission of liability.

C. AGREEMENT

- (1) JURISDICTION – RIDEM has jurisdiction over the subject matter of this Agreement and has personal jurisdiction over Respondent.
- (2) FORCE and EFFECT – This Agreement shall have the full force and effect of a final compliance order issued after a full hearing on the merits pursuant to the Administrative Procedures Act, R.I. Gen. Laws Section 42-35-1 et seq. and R.I. Gen. Laws Section 42-17.7-1 et seq. from which no timely appeal was taken, and which is enforceable in Superior Court in accordance with R.I. Gen. Laws Section 42-17.1- 2(21)(vi).
- (3) APPLICATION – The provisions of this Agreement shall apply to and be binding upon RIDEM, Respondent and its agents, servants, employees, successors, assigns and all persons, firms and corporations acting under, through and for Respondent.
- (4) PENALTY – Respondent shall pay to RIDEM **\$7,500** as follows:
 - (a) **Upon execution of this Agreement by Respondent**, Respondent shall pay to RIDEM \$7,500.

- (b) Payments that Respondent agrees to pay in this Agreement are payable to and for the benefit of the State of Rhode Island and are not compensation for actual pecuniary loss.
- (c) All payments shall be in the form of a certified check, cashier's check, or money order, payable to the ***R.I. General Treasurer – Water and Air Protection Program***. All payments shall be delivered to:

Administrator, RIDEM Office of Compliance and Inspection
235 Promenade Street
Providence, RI 02908-5767

D. COMPLIANCE

- (1) EFFECT OF COMPLIANCE – Compliance with and fulfillment of this Agreement shall be deemed to resolve all issues raised in the NOV. Upon payment of the penalty, the NOV shall be released and discharged in its entirety by RIDEM.
- (2) COMPLIANCE WITH OTHER APPLICABLE LAWS – Compliance with the terms of this Agreement does not relieve Respondent of any obligation to comply with any other applicable laws or regulations administered by, through or for RIDEM or any other governmental entity.
- (3) ADDITIONAL ENFORCEMENT ACTIONS – Upon a determination by the Director that there is a threat to the public health or the environment, or upon discovery of any new information, RIDEM reserves the right to take additional enforcement actions as provided by statute or regulation. This Agreement shall not restrict any right to hearing or other right available by statute or regulation that Respondent may have regarding any new enforcement action commenced by RIDEM after the execution of this Agreement.
- (4) FUTURE ACTIVITIES AND UNKNOWN CONDITIONS – This Agreement shall not operate to shield Respondent from liability arising from future activities, as of the date of execution of this Agreement
- (5) SCOPE OF THE AGREEMENT – The scope of the Agreement is limited to violations alleged in the NOV.
- (6) NOTICE AND COMMUNICATION – Communications regarding this Agreement shall be directed to:

For RIDEM

Christina Hoefsmit, Esquire
RIDEM Office of Legal Services
235 Promenade Street
Providence, RI 02908
Christina.hoefsmit@dem.ri.gov

For Respondent: Joelle C. Rocha, Esq.
Duffy & Sweeney, LTD
321 South Main Street, Suite 400
Providence, RI 02903
jrocha@duffysweeney.com

- (7) AMENDMENT – The Agreement may be amended by agreement of the parties in writing.
- (8) EFFECTIVE DATE – This Agreement shall be deemed entered as of the date of execution by all parties.

IN WITNESS WHEREOF, the undersigned consent to this Agreement in substance and in form.

PCL FIXTURES, INC.

By: _____
Print Name: _____ Title: _____

Dated: _____

In my capacity, as _____ of PCL FIXTURES, INC., I hereby aver that I am authorized to enter into this Agreement and thereby bind PCL FIXTURES, INC. to satisfy any obligation imposed upon it pursuant to said Agreement.

STATE OF RHODE ISLAND
COUNTY OF _____

In _____, in said County and State, on this ___ day of _____, 2021, before me personally appeared _____, in his/her capacity as the _____ of PCL FIXTURES, INC., to me known and known by me to be the party executing the foregoing instrument, for and on behalf of PCL FIXTURES, INC. and he/she acknowledged said instrument by him/her so executed to be his/her free act and deed and the free act and deed of PCL FIXTURES, INC.

Notary Public
My Commission Expires: _____

State of Rhode Island, Department of Environmental
Management

By: _____
David E. Chopy
Administrator, Office of Compliance & Inspection

Dated: _____