

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

**OFFICE OF COMPLIANCE AND INSPECTION**

**In Re: Admiral Packaging, Inc.**

**File No.: AIR 10-07**

**AAD No.: 10-005/ARE**

**CONSENT AGREEMENT**

**A. INTENT & PURPOSE**

This Agreement is entered by and between the Rhode Island Department of Environmental Management (“RIDEM”) Office of Compliance & Inspection and Admiral Packaging, Inc. (the “Respondent”). This Agreement is entered in accordance with Section 42-17.1-2 et seq. of the Rhode Island General Laws (“R.I.G.L.”) for the purpose of resolving the administrative enforcement action set forth in a Notice of Violation (“NOV”) issued to the Respondent by RIDEM on 5 May 2010.

**B. STIPULATED FACTS**

- (1) WHEREAS, the subject facility is located at 10 Admiral Street, Providence, Rhode Island and is operated by the Respondent.
- (2) WHEREAS, on 5 May 2010, RIDEM issued a NOV to the Respondent alleging certain violations of RIDEM *Air Pollution Control Regulation No. 29 entitled, “Operating Permits”*.
- (3) WHEREAS, the Respondent requested an administrative hearing to contest the NOV.
- (4) WHEREAS, the signing of this Agreement is for settlement purposes only and does not constitute an admission by any party of the factual allegations contained within, that the law or regulations have been violated as alleged in the NOV, or that the administrative penalty was properly calculated.
- (5) WHEREAS, the type of violations alleged in the NOV shall not prejudice the Respondent in any potential enforcement matters.
- (6) WHEREAS, Operating Permit No. RI-07-05(R2) required the Respondent to maintain the operating temperature of its CCM regenerative thermal oxidizer (the “oxidizer”) at or above 1500°F whenever volatile organic compounds are being discharged to the oxidizer.
- (7) WHEREAS, on 28 July 2009, RIDEM inspectors reviewed records at the Facility which revealed temperature fluctuations that occurred during heat storage/release episodes which ranged from 1488-1508 °F.

- (8) WHEREAS, the RIDEM alleged in the NOV that the Respondent operated its oxidizer at a temperature below the 1500°F Operating Permit limitation without prior approval of the RIDEM.
- (9) WHEREAS, the Respondent set the minimum operating temperature for its oxidizer at 1500°F, as Respondent alleges was recommended by the oxidizer manufacturer.
- (10) WHEREAS, due to the cyclical nature of the heat storage/release mechanism of the oxidizer, temperature fluctuations are present in the normal instantaneous combustion chamber temperature profile.
- (11) WHEREAS, the Respondent later demonstrated to the satisfaction of the Office of Air Resources that no emissions above permit limitations would have resulted from operating the oxidizer with temperature fluctuations below 1500F as alleged in the NOV.
- (12) WHEREAS, Operating Permit No. RI-07-05(R2) required the Respondent to equip its emission units for the flexographic printing presses with an interlock to prevent the operation of the presses if the operating temperature of the oxidizer is less than 1500°F.
- (13) WHEREAS, the RIDEM alleged in the NOV that Respondent set its interlock at a temperature below the 1500°F Operating Permit limitation without prior approval from the RIDEM.
- (14) WHEREAS, the Respondent alleges that the interlock temperature for the oxidizer was set at 1450°F by the manufacturer of the oxidizer.
- (15) WHEREAS, the Respondent successfully demonstrated to the satisfaction of the RIDEM that the emission limitations related to the oxidizer could be met with the interlock set at a temperature of 1450°F.
- (16) WHEREAS, the RIDEM revised Respondent's Operating Permit relating to the lowering of the minimum operating temperature of the oxidizer and associated interlock to 1450°F.
- (17) WHEREAS, in lieu of proceeding to an administrative adjudicatory hearing on the NOV and in order to affect a timely and amicable resolution of the NOV, RIDEM and the 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.
- (18) WHEREAS, RIDEM finds that this Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with the Rhode Island Clean Air Act, Chapter 23-23 and the RIDEM Air Pollution Control Regulations adopted in accordance thereto.

### ***C. AGREEMENT***

- (1) JURISDICTION – RIDEM has jurisdiction over the subject matter of this Agreement and has personal jurisdiction over the Respondent.

- (2) FORCE and EFFECT – This Agreement shall have the full force and effect of a final compliance order of the Director issued after a full hearing on the merits pursuant to the Administrative Procedures Act, R.I.G.L. § 42-35-1 et seq. from which no timely appeal was taken, and which is enforceable in Superior Court in accordance with R.I.G.L. § 42-17.1-2(21)(v).
- (3) APPLICATION – The provisions of this Agreement shall apply to and be binding upon RIDEM, the Respondent and its agents, servants, employees, successors, assigns and all persons, firms and corporations acting under, through and for the Respondent in the performance of work relating to or impacting the requirements of this Agreement.
- (4) CONDITIONS –
- (a) Penalty – The Respondent shall pay to RIDEM the sum of Three Thousand Five Hundred Dollars (\$3,500.00) in administrative penalties upon Respondent’s execution of this Consent Agreement.
1. Penalties that the Respondent agrees to pay in this Consent Agreement are penalties payable to and for the benefit of the State of Rhode Island and are not compensation for actual pecuniary loss.
  2. The penalty payment shall be in the form of a certified check, payable to the R.I. General Treasurer – Water and Air Protection Account. All payments shall be delivered, along with this Agreement, to:

Chief, 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.
- (2) COMPLIANCE WITH OTHER APPLICABLE LAWS – Compliance with the terms of this Agreement does not relieve the 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 law or regulation, including, but not limited to, the issuance of “Immediate Compliance Orders” as authorized by R.I.G.L. § 42-17.1-2(21). This Agreement shall not restrict any right to hearing or other right available by statute or regulation that the 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 the Respondent from liability arising from future activities, as of the date of execution of this Agreement.
- (5) 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.

*For Admiral Packaging, Inc.*

\_\_\_\_\_  
*Name and Title*

Date: \_\_\_\_\_

*For the State of Rhode Island Department of  
Environmental Management*

\_\_\_\_\_  
David E. Chopy, Chief  
Office of Compliance and Inspection

Date: \_\_\_\_\_