

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

**OFFICE OF COMPLIANCE AND INSPECTION**

In Re: Cardi Corporation  
NORTH-EASTERN TREE SERVICE, INC.

File No.: OCI-FW-14-147  
AAD No.: 15-001/FWE

**CONSENT AGREEMENT**

**A. INTENT & PURPOSE**

This Agreement is entered by and between the Rhode Island Department of Environmental Management's Office of Compliance & Inspection ("RIDEM") and Cardi Corporation. 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, **as between RIDEM and Cardi Corporation only**, the administrative enforcement action set forth in a Notice of Violation ("NOV") issued to Cardi Corporation and NORTH-EASTERN TREE SERVICE, INC. (collectively "the Respondents") by RIDEM on 17 April 2015. This Agreement does not affect or alter in any way any rights or causes of action that RIDEM may possess against NORTH-EASTERN TREE SERVICE, INC. arising from or related to the NOV.

**B. STIPULATED FACTS**

- (1) WHEREAS, the property is located along Centerville Road (Route 117) in the city of Warwick, Rhode Island (the "Property").
- (2) WHEREAS, on 8 October 2013, the RIDEM issued to the Rhode Island Department of Transportation (the "RIDOT") a Permit to Alter (No. 11-0099) freshwater wetlands associated with roadway and drainage improvements on the Property (the "Permit").
- (3) WHEREAS, the RIDOT awarded a contract to Cardi Corporation to complete the work approved in the Permit.
- (4) WHEREAS, Cardi Corporation subcontracted a portion of the work approved in the Permit to NORTH-EASTERN TREE SERVICE, INC.
- (5) WHEREAS, on 17 April 2015, the RIDEM issued a NOV to the Respondents alleging certain violations of Rhode Island's *Freshwater Wetlands Act* and the RIDEM's *Rules and Regulations Governing the Administration and Enforcement of the Freshwater Wetlands Act* and the Permit.
- (6) WHEREAS, Cardi Corporation requested an administrative hearing to contest the NOV.

- (7) 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 Cardi Corporation 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 solely as they relate to Cardi Corporation.
- (8) WHEREAS, RIDEM finds that this Agreement is a reasonable and fair settlement of all claims against Cardi Corporation and adequately protects the public interest in accordance with Rhode Island's *Freshwater Wetlands Act* and the RIDEM's *Rules and Regulations Governing the Administration and Enforcement of the Freshwater Wetlands Act*.
- (9) WHEREAS, this Agreement does not release or dismiss the NOV as it pertains to NORTH-EASTERN TREE SERVICE, INC.

### **C. AGREEMENT**

- (1) JURISDICTION – RIDEM has jurisdiction over the subject matter of this Agreement and has personal jurisdiction over Cardi Corporation.
- (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. 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 and Cardi Corporation and its agents, servants, employees, successors, assigns and all persons, firms and corporations acting under, through and for Cardi Corporation in the performance of work relating to or impacting the requirements of this Agreement.
- (4) PENALTY – Cardi Corporation shall pay to RIDEM the sum of \$10,750 in administrative penalties assessed as follows:
- (a) Upon execution of this Agreement by Cardi Corporation, Cardi Corporation shall pay to RIDEM the total sum of \$10,750. The administrative penalties are to be applied as follows:
1. With respect to the violations associated with Fact B(7) of the NOV assessed against both Cardi Corporation and NORTH-EASTERN TREE SERVICE, INC., Cardi Corporation shall pay \$2,000 of the \$10,000 administrative penalty.
  2. With respect to the violations associated with Fact B(9) and assessed against Cardi Corporation only, Cardi Corporation shall pay \$8,750.

- (b) Penalties that Cardi Corporation agrees to pay in this Agreement are penalties payable to and for the benefit of the State of Rhode Island and are not compensation for actual pecuniary loss.
- (c) Payment of the administrative penalty 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 Account***. All payments shall be delivered 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, as between RIDEM and Cardi Corporation, raised in the NOV.
- (2) COMPLIANCE WITH OTHER APPLICABLE LAWS – Compliance with the terms of this Agreement does not relieve Cardi Corporation 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. Gen. Laws Section 42-17.1-2(21). This Agreement shall not restrict any right to hearing or other right available by statute or regulation that Cardi Corporation 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 Cardi Corporation 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 only violations alleged in the NOV.
- (6) NOTICE AND COMMUNICATION – Communications regarding this Agreement shall be directed to:

**Christina Hoefsmit, Esquire**  
RIDEM Office of Legal Services  
235 Promenade Street  
Providence, RI 02908-5767

(401) 222-6607 ext. 2023

**Jeremy Ritzenberg, Esquire**  
Cardi Corporation  
400 Lincoln Avenue  
Warwick, RI 02888  
(401) 739-8300

(7) 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 Cardi Corporation*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Dated: \_\_\_\_\_

In my capacity as \_\_\_\_\_ of Cardi Corporation, I hereby aver that I am authorized to enter into this Agreement and thereby bind Cardi Corporation 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 \_\_\_\_\_, 2016, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Cardi Corporation, a Rhode Island corporation, to me known and known by me to be the party executing the foregoing instrument on behalf of Cardi Corporation, and he/she acknowledged said instrument by him/her executed, to be his/her/ free act and deed in said capacity and the free act and deed of Cardi Corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

*State of Rhode Island, Department of Environmental  
Management*

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

Dated: \_\_\_\_\_