

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

OFFICE OF COMPLIANCE AND INSPECTION

In Re: City of Cranston

File Nos.: OCI-WP-18-46 and RIPDES RI0100013

AAD No.: 19-001/WRE

CONSENT AGREEMENT

A. INTENT & PURPOSE

This Agreement is entered by and between the Rhode Island Department of Environmental Management (“RIDEM”) and the City of Cranston, Rhode Island (“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 24 December 2018.

B. STIPULATED FACTS

- (1) WHEREAS, Respondent owns a wastewater collection and treatment system (the “ Facility”
- (2) WHEREAS, on 30 September 2008, RIDEM issued to Respondent Rhode Island Pollutant Discharge Elimination System (“RIPDES”) Permit No. RI0100013 (the “Permit”), which became effective on 1 December 2008.
- (3) WHEREAS, the Permit authorizes Respondent to discharge treated wastewater from the Facility to Pawtuxet River.
- (4) WHEREAS, on 24 December 2018, RIDEM issued a NOV to Respondent alleging certain violations of the Permit, Rhode Island's *Water Pollution Act* (the “WP Act”), the regulations titled *Water Quality Regulations* (the “WQ Rules”) and the regulations titled *Regulations for the Rhode Island Pollutant Discharge Elimination System* (the “RIPDES Rules”).
- (5) WHEREAS, Respondent requested an administrative hearing to contest the NOV.
- (6) WHEREAS, Respondent complied with the Order section of the NOV.
- (7) WHEREAS, the Administrative Adjudication Division is a division of RIDEM.

- (8) 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.
- (9) WHEREAS, RIDEM finds that this Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with the WP Act, the WQ Rules and the RIPDES Rules.

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 in the performance of work relating to or impacting the requirements of this Agreement.
- (4) PENALTY – Respondent shall perform 1 Supplemental Environmental Project (“SEP”) to satisfy the administrative penalty assessed in the NOV as follows:
 - (a) **By 30 June 2021**, Respondent shall complete the work to abandon and revegetate a portion of Perkins Avenue as described in Attachments A and B (attached hereto and incorporated herein) for the SEP. Respondent shall be given a SEP credit of \$112,500 (the “SEP Credit”);
 - (b) **By 31 July 2021**, Respondent shall provide to RIDEM a letter stating the following:
 - (i) No Federal or State grants or low interest loans were used to complete the SEP up to the SEP Credit;
 - (ii) The actual cost to complete the SEP (the “SEP Cost”) was at least \$112,500; and
 - (iii) The SEP was completed in accordance with this Agreement;

- (c) If Respondent fails to timely complete the SEP, RIDEM shall notify Respondent that it intends to rescind the SEP Credit. Within 14 days of Respondent's receipt of written notification by RIDEM that RIDEM intends to rescind the SEP Credit, Respondent shall either complete the SEP or demonstrate that good cause exists for the delay in completing the SEP. If Respondent fails to complete the SEP or does not demonstrate good cause for the delay within said 14 days, Respondent shall, within 10 days of Respondent's receipt of a written notification from RIDEM, submit to RIDEM a check in the amount of the SEP Credit after which Respondent shall be under no further obligation to complete the SEP;
- (d) If the SEP Cost is less than the SEP Credit, Respondent shall, within 30 days of Respondent's submission of the letter to RIDEM in subsection C(4)(b) of this Agreement, submit to RIDEM a check in the amount of the difference between the SEP Cost and the SEP Credit;
- (e) Penalties that Respondent 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;
- (f) If Respondent fails to comply with subsections C(4)(a) and C(4)(b) of this Agreement and fails to remit to RIDEM a payment pursuant to subsections C(4)(c) and C(4)(d) of this Agreement on or before its due date, that payment will be considered late and Respondent will be in default. If the payment is not received within 30 days of its due date, interest shall begin to accrue on the entire unpaid balance at the rate of 12 percent per annum. Interest will accrue at this rate beginning with the day after the due date specified in this Agreement until such date all past due installment payments and interest owed are remitted. Interest shall be calculated using the following generally established accounting principle:

Interest due = (number of days late/365) x (0.12) x (amount of unpaid balance);

and

- (g) All penalty payments shall be in the form of a check payable to the ***R.I. General Treasurer – Water and Air Protection Account***. 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.
- (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, 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 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:

David E. Chopy, Administrator
RIDEM Office of Compliance and Inspection
235 Promenade Street
Providence, RI 02908-5767
(401) 222-1360 ext. 7400
david.chopy@dem.ri.gov

Tricia Quest, Esquire
RIDEM Office of Legal Services
235 Promenade Street
Providence, RI 02908-5767
(401) 222-6607
tricia.quest@dem.ri.gov

Ken Mason, Director of Public Works

Department of Public Works

City Hall, Room 209

869 Park Avenue

Cranston, RI 02910

(401) 780-3245

KMason@CranstonRI.org

All communications regarding compliance with this Agreement shall be forwarded to the above-referenced addressees by certified mail.

- (7) DEFERRAL – The Director may, for good cause shown, defer any of the compliance dates prescribed herein. Good cause for deferral of any compliance date shall be forwarded to RIDEM in writing at least 15 days prior to the prescribed deadline.
- (8) AMENDMENT – The Agreement may be amended by agreement of the parties in writing.
- (9) EFFECTIVE DATE – This Agreement shall be deemed entered as of the date of execution by all parties.

[SIGNATURES ON FOLLOWING PAGES]

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

City of Cranston

By: _____
The Honorable Allan W. Fung, Mayor

Dated: _____

State of Rhode Island, Department of Environmental
Management

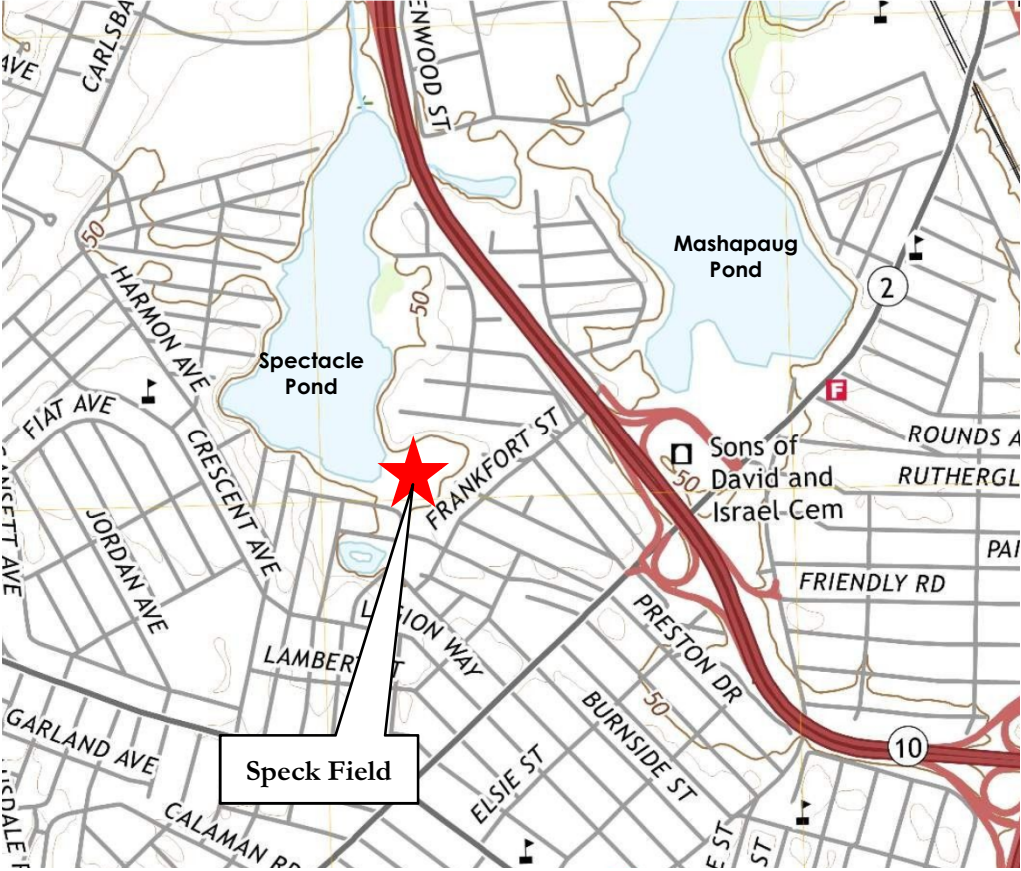
By: _____
David E. Chopy, Administrator
Office of Compliance and Inspection

Dated: _____

Speck Field Stormwater Best Management Practices

Conceptual Plan

City of Cranston, RI



October 2020



CONCEPT SUMMARY

The Speck Field parking lot receives runoff from a catchment area of 5.3 acres, 63% of which is impervious. Figure 1 shows the parking lot in relation to its catchment area and impervious areas within the catchment. Stormwater best management practices (BMPs) are proposed at the site to infiltrate and treat stormwater runoff. Conceptually, treatment will be accomplished through a combination of surface and subsurface practices in order to maximize treatment, preserve needed parking, and create an educational component through interpretive signage associated with surface treatment. A bioretention swale along the western edge of the parking lot will pretreat the runoff, which will then be routed into underground infiltration chambers installed below the parking lot. Overflow volumes will be routed to stormwater infrastructure already on site. Interpretive signage will be installed on the site to inform the public about the practices installed.

A conceptual layout of the BMPs is shown in Figure 2. Based on conceptual level calculations, the proposed BMPs will be able to treat the water quality volume (12,189 cubic feet) associated with 1 inch of runoff for a budget of approximately \$200,000 (including design, permitting and construction). However, field investigations and designs still need to be completed that could impact the actual efficiency of this control. Design calculations, design details, and cost estimates will be refined in future project phases with a goal of maximizing stormwater treatment with a total budget of \$200,000.



Figure 1: Speck Field parking lot catchment delineation (red outline) and impervious areas within the catchment (red fill).



Figure 2: Conceptual layout of stormwater BMPs at the Speck Field parking lot. A bioretention swale is shown in green at the west edge of the parking lot, while the footprint of the underground infiltration practice is shown in blue.

6A. Speck Park - Cottage Street

- Deep-sump catch basin for pretreatment
- Direct pretreated water to one or more **dry wells** under the asphalt/ROW OR under the adjacent open space above the fields
- Excess runoff overflows back into existing stormwater system



6B. Speck Park – Carlton Street

- Deep-sump catch basins for pretreatment
- Direct pretreated water to a **underground infiltration** system installed under the asphalt
- Excess runoff overflows back into existing stormwater system

