

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

**OFFICE OF COMPLIANCE AND INSPECTION**

In Re: City of Cranston  
Water North America – Northeast, LLC

File No.: AIR-11-04 Veolia  
AAD No.: 11-001/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 the City of Cranston and Veolia Water North America – Northeast, LLC (the “Respondents”). 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 administrative enforcement action set forth in a Notice of Violation (“NOV”) issued to the Respondents by RIDEM on 24 February 2011.

**B. STIPULATED FACTS**

- (1) WHEREAS, the facility is located at 910 Pontiac Avenue in the city of Cranston, Rhode Island (the “Facility”).
- (2) WHEREAS, the City of Cranston owns the Facility and Veolia Water North America – Northeast, LLC operates the Facility.
- (3) WHEREAS, the Facility is a stationary source of air pollutants subject to RIDEM Air Pollution Control (“APC”) Regulations.
- (4) WHEREAS, on 20 January 2011, RIDEM received an Application for a General Permit for an Emergency Generator for Blue Sky Environmental LLC on behalf of the Respondents. The Application was for a 923 horsepower fuel oil fired emergency generator.
- (5) WHEREAS, on 24 February 2011, RIDEM issued a NOV to the Respondents alleging certain violations of APC Regulation No. 9.
- (6) WHEREAS, the Respondents requested an administrative hearing to contest the NOV.
- (7) WHEREAS, the signing of this Agreement is for settlement purposes only and does not constitute an admission by the Respondents that the law or regulations have been violated as alleged in the NOV.
- (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 the Respondents

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 APC Regulations.

### **C. AGREEMENT**

- (1) JURISDICTION – RIDEM has jurisdiction over the subject matter of this Agreement and has personal jurisdiction over the Respondents.
- (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)(v).
- (3) APPLICATION – The provisions of this Agreement shall apply to and be binding upon RIDEM, the Respondents and their agents, servants, employees, successors, assigns and all persons, firms and corporations acting under, through and for the Respondents in the performance of work relating to or impacting the requirements of this Agreement.
- (4) CONDITIONS –

Penalty – The Respondents shall pay to RIDEM the sum of **Two Thousand Five Hundred Dollars (\$ 2,500.00)** in administrative penalties assessed as follows:

- (i) Upon execution of this Agreement by the Respondents, the Respondents shall pay to RIDEM the sum of **Two Thousand Five Hundred Dollars (\$ 2,500.00)**.
- (ii) Penalties that the Respondents agree 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.
- (iii) All penalty payments shall be in the form of a certified check, cashiers 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 raised in the NOV.
- (2) COMPLIANCE WITH OTHER APPLICABLE LAWS – Compliance with the terms of this Agreement does not relieve the Respondents 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 the Respondents 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 Respondents 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) 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 the City of Cranston:

\_\_\_\_\_  
By: \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

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

For Veolia North America - Northeast, LLC:

\_\_\_\_\_  
By: \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

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

For the State of Rhode Island Department of Environmental  
Management

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

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