

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
OFFICE OF COMPLIANCE AND INSPECTION**

IN RE: ProSys Finishing Technologies, Inc.

**FILE NO.: OCI-HW-17-67
AAD NO.: 18-006/WME**

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 ProSys Finishing Technologies, 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") to resolve the alleged violations set forth in a Notice of Violation ("NOV") issued to Respondent by the RIDEM on June 20, 2018.

B. STIPULATED FACTS

- (1) WHEREAS, the property is located at 1420 Elmwood Avenue in the City of Cranston, Rhode Island (the "Property").
- (2) WHEREAS, Respondent owns the Property.
- (3) WHEREAS, on June 20, 2018, the RIDEM issued a NOV to Respondent alleging certain violations of the RIDEM's *Rules and Regulations for Hazardous Waste Management* (the "Hazardous Waste Regulations").
- (4) WHEREAS, Respondent requested an administrative hearing to contest the NOV.
- (5) WHEREAS, Respondent complied with the Order section of the NOV.
- (6) WHEREAS, in lieu of proceeding to an administrative adjudicatory hearing on the NOV and to affect 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.
- (7) WHEREAS, RIDEM finds that this Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with the RIDEM's Hazardous Waste Regulations.

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 pay to RIDEM \$18,750 in administrative penalties assessed as follows:
 - (a) Upon execution of this Agreement by Respondent, Respondent shall pay to RIDEM \$1,000.
 - (b) The remainder of the penalty, \$17,750, shall be paid to RIDEM in equal and consecutive monthly payments of \$1000, with the last payment being \$750. The first payment shall be made on or before January 15, 2019. The remaining payments shall continue to be paid on or before the 15th of every consecutive month until the entire penalty is paid in full. Total payment of the penalty shall be on or before June 15, 2020.
 - (c) If Respondent fails to remit to RIDEM a payment on or before its due date, that payment will be considered late and the Respondent will be in default. If the payment is not received within thirty days of its due date, interest shall begin to accrue on the unpaid balance at the rate of twelve 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 payment(s) and interest owed are remitted. Interest shall be calculated using the following generally established accounting principle:

$$\text{Interest due} = (\text{number of days late}/365) \times (0.12) \times (\text{entire amount of unpaid balance})$$
 - (d) All penalty payments shall be in the form of a certified check, payable to the **R.I. General Treasurer–Environmental Response Fund Account**. All payments shall be delivered, along with a copy of 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 dated June 20, 2018.
- (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, the 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 the 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) EFFECTIVE DATE – This Agreement shall be deemed entered as of the date of execution by all parties.
- (6) NOTICE AND COMMUNICATION – Communications regarding this Agreement shall be directed to:

Tracey Tyrrell, Supervising Environmental Scientist
RIDEM Office of Compliance and Inspection
235 Promenade Street
Providence, RI 02908-5767
(401) 222-1360 ext. 7407

Richard J. DiSano, Jr.
21 Gardenia Lane
Narragansett, RI 02882
(401) 639-2131

Communications forwarded to the above-referenced address by certified mail shall be deemed received.

- (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.

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

For ProSys Finishing Technologies, Inc.

 Print Name _____
 Title: _____
 Dated: _____

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

STATE OF RHODE ISLAND
COUNTY OF _____

In _____, on the _____ day of _____ 2018, before me personally appeared _____, to me known and known by me to be the party executing the foregoing Consent Agreement on behalf of ProSys Finishing Technologies, Inc. and he/she acknowledged said instrument executed by him/her to be his/her free act and deed.

 Notary Public
 My Commission expires: _____

For the State of Rhode Island Department of Environmental
Management

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

Dated: _____