

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

OFFICE OF COMPLIANCE AND INSPECTION

In Re: Safety-Kleen Systems, Inc.

File No.: OC&I/HW No. 2009-78

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 Safety-Kleen Systems, 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") for the purpose of resolving the administrative enforcement action set forth in a Notice of Violation ("NOV") issued to Respondent by RIDEM on April 1, 2010.

B. STIPULATED FACTS

- (1) WHEREAS, the subject property is located at 167 Mill Street in Cranston, Rhode Island (the "Property"). The Property includes a facility that is used for the treatment and storage of hazardous waste (the "Facility").
- (2) WHEREAS, the Respondent is the owner of the Property and the operator of the Facility.
- (3) WHEREAS, the Respondent is registered with RIDEM pursuant to RIDEM's Rules and Regulations for Hazardous Waste Management (the "Hazardous Waste Regulations") under the name of "Safety-Kleen Systems, Inc." as a large quantity hazardous waste generator, a hazardous waste transporter and a hazardous waste treatment, storage and disposal facility with the Environmental Protection Agency.
- (4) WHEREAS, the Respondent failed to request an administrative hearing to contest the NOV.
- (5) WHEREAS, the Respondent complied with the Order section of the NOV.

- (6) WHEREAS, in lieu of proceeding to Superior Court to enforce the NOV and to effect 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.
- (7) WHEREAS, RIDEM finds that this Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with the Hazardous Waste Regulations.

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 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 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) PENALTY – Upon execution of this Agreement by the Respondent, the Respondent shall pay to RIDEM the sum of Eleven Thousand Five Hundred Dollars (\$ 11,500.00).
 - (a) Penalties that the 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.
 - (b) All penalty payments shall be in the form of a certified check, cashiers check, or money order, payable to the ***R.I. General Treasurer – Environmental Response Fund 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 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. 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 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) 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:
 - (a) Tracey D’Amadio Tyrrell, Supervising Environmental Scientist, RIDEM Office of Compliance and Inspection, 235 Promenade Street, Providence, RI 02908-5767. Tel. (401) 222-1360 ext.7407.
 - (b) Richard M. Bianculli, Jr., Esq., RIDEM Office of Legal Services, 235 Promenade Street, Providence, RI 02908-5767. Tel. (401) 222-6607
 - (c) Greg Chiappini, EHS Manager, Safety-Kleen Systems, Inc., 341 Patterson School Road, Grove City, PA. 16127. Tel (724) 333-0345.
- (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 Safety-Kleen Systems, Inc.

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: _____