

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

IN RE: Supreme Asset Management Recovery, Inc.

FILE NO.: 2011-48-HW

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 Supreme Asset Management Recovery, Inc. (the "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 the Respondent by the RIDEM on 28 August 2013.

B. STIPULATED FACTS

- (1) WHEREAS, the property is located at 21 Sabin Street, Assessor's Map 8, Lot 329 in the city of Pawtucket, Rhode Island (the "Property").
- (2) WHEREAS, the Respondent operates a facility located at 1950 Rutgers University Boulevard in Lakewood, New Jersey (the "NJ Facility") and has advised the RIDEM that the Respondent is registered with the New Jersey Department of Environmental Protection as a generator of universal waste pursuant to Title 40 of the Code of Federal Regulations ("40 CFR") under the name of "Supreme Asset Management and Recovery SAMR" with the U.S. Environmental Protection Agency identification number NJR000071902.
- (3) WHEREAS, on 11 March 2011 the RIDEM inspected the Property. The inspection revealed that waste, in the form of broken glass from cathode ray tubes (the "CRT Waste"), was disposed at the Property.
- (4) WHEREAS, on 12 October 2012 the RIDEM inspected the Property and completed a detailed inventory of the CRT Waste. The RIDEM documented 29 cardboard containers holding CRT Waste.
- (5) WHEREAS, on 28 August 2013 the RIDEM issued a NOV to the Respondent alleging certain violations of the RIDEM's *Rules and Regulations for Hazardous Waste Management* ("Hazardous Waste Regulations") and the 40 CFR relating to the transport of the CRT Waste by the Respondent from its NJ Facility.

- (6) WHEREAS, the Respondent 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 Respondent 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, the 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.
- (9) WHEREAS, the 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 and the 40 CFR.

C. AGREEMENT

- (1) JURISDICTION – The 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 the 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) CONDITIONS –
 - (a) **Within 30 days of execution of this Agreement**, the Respondent shall:
 - (i) Remove all the CRT Waste from the Property using a permitted hazardous waste transporter and properly dispose of the CRT Waste at a licensed Hazardous Waste Treatment, Storage and Disposal Facility; and
 - (ii) Submit copies of the manifest to the RIDEM immediately upon shipment.

(b) Penalty – The Respondent shall pay to the RIDEM the sum of **Four Thousand Dollars (\$4,000)** in administrative penalties assessed as follows:

- (i) **Upon execution of this Agreement by the Respondent**, the Respondent shall pay to the RIDEM the sum of Four Thousand Dollars (\$4,000) in administrative penalties.
- (ii) 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.
- (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 – 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. Upon the Respondent’s successful completion of the requirements set forth in this Agreement, the RIDEM shall issue a letter to the Respondent releasing the Respondent from all further liability arising from the issues raised in the NOV.
- (2) FAILURE TO COMPLY – In the event that the Respondent fails to comply with the items specified in Section C (4)(a) of the Agreement, the Respondent shall pay a stipulated penalty of One Thousand Dollars (\$1,000) per month for each and every month during which the noncompliance continues, except that the RIDEM may, for good cause shown, defer or reduce such penalty. The payment of a penalty in accordance with this section shall not preclude the RIDEM from seeking any other appropriate remedy (e.g., injunctive relief in Superior Court).
- (3) 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 the RIDEM or any other governmental entity.
- (4) 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 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 the RIDEM after the execution of this Agreement.

- (5) 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.
- (6) SCOPE OF THE AGREEMENT – The scope of the Agreement is only violations alleged in the NOV.
- (7) NOTICE AND COMMUNICATION – Communications regarding this Agreement shall be directed to:

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

Mary Kay, Executive Legal Counsel
RIDEM Office of Legal Services
235 Promenade Street
Providence, RI 02908-5767

(401) 222-6607

Andrew C. Spacone, Esquire
Adler, Pollock & Sheehan, P.C.
One Citizens Plaza, 8th Floor
Providence, RI 02903

(401) 274-7200

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

- (8) 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 the RIDEM in writing at least 15 days prior to the prescribed deadline.
- (9) AMENDMENT – The Agreement may be amended by mutual agreement of the parties in writing.
- (10) 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 Supreme Asset Management Recovery, Inc.

By: _____ (Print Name)

Its: _____ (Title)

Dated: _____

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

**STATE OF NEW JERSEY
COUNTY OF OCEAN**

In _____, in said County and State, on this _____ day of _____, 2014, before me personally appeared _____, the _____ of Supreme Asset Management Recovery, Inc., to me known and known by me to be the party executing the foregoing instrument on behalf of Supreme Asset Management Recovery, Inc., 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 Supreme Asset Management Recovery, Inc.

Notary Public
My Commission Expires: _____

*For the State of Rhode Island Department of
Environmental Management*

David E. Chopy, Chief
Office of Compliance and Inspection

Dated: _____