

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

OFFICE OF COMPLIANCE AND INSPECTION

In Re: Craig R. Carrigan

**License No. D3005
AAD No. 03-013/IE**

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 Craig R. Carrigan (the "Respondent"). This Agreement is entered in accordance with Section 42-17.1-2 *et seq.* of the Rhode Island General Laws ("R.I.G.L.") for the purpose of resolving the administrative enforcement action set forth in a Notice of Violation and Suspension of License ("NOV") issued to the Respondent by RIDEM on November 24, 2003.

B. STIPULATED FACTS

- (1) WHEREAS, the Respondent is currently licensed by RIDEM as a Class III individual sewage disposal system ("ISDS") designer (License #D3005).
- (2) WHEREAS, on November 4, 2002 RIDEM issued to the Respondent a Notice of Intent to Suspend or Revoke the Respondent's Class III ISDS designer license relating to the Respondent's alleged actions in the preparation and submission of seven (7) separate ISDS applications.
- (3) WHEREAS, on November 24, 2003, RIDEM issued a NOV to the Respondent alleging certain violations of the *Rules and Regulations Establishing Minimum Standards Relating to Location, Design, Construction, and Maintenance of Individual Sewage Disposal Systems (the "ISDS Regulations")*.
- (4) WHEREAS, on December 16, 2003, the Respondent requested an administrative hearing to contest the NOV.
- (5) 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.
- (6) WHEREAS, in lieu of proceeding to an administrative adjudicatory hearing on the NOV and in order 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 disputed issues by the terms of the Agreement set forth herein.

- (7) WHEREAS, RIDEM finds that this Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with the Designers Of Individual Sewage Disposal Systems Act, R.I.G.L. § 56.1 et seq. and the ISDS 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 of the Director issued after a full hearing on the merits pursuant to the Administrative Procedures Act, R.I.G.L. § 42-35-1 et seq. from which no timely appeal was taken, and which is enforceable in Superior Court in accordance with R.I.G.L. § 42-17.1-2(u)(5).
- (3) APPLICATION – The provisions of this Agreement shall apply to and be binding upon RIDEM, the Respondent and his 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) Penalty – Respondent shall pay to RIDEM the sum of Four Thousand Six Hundred Dollars (\$4,600.00) in administrative penalties.
- (b) Payment Schedule- Respondent's total penalty, Four Thousand Six Hundred Dollars (\$4,600.00) shall be paid as follows:
- (i) Upon execution of this Agreement by the Respondent, the Respondent shall pay to RIDEM the sum of Four Thousand Six Hundred Dollars (\$4,600.00).
- (ii) Penalties that the Respondent agrees to pay in this Consent 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, payable to the R.I. General Treasurer –Water and Air Protection Account. All payments shall be delivered, along with a copy of this Agreement, to:

Chief, DEM Office of Management Services
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 November 24, 2003 including the twenty-seven (27) applications referenced in Section B (8) of the NOV that were presented to the ISDS Designer Review Panel.
- (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.G.L. § 42-17.1-2(u). 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) 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 Respondent

Craig R. Carrigan

Date: _____

For the State of Rhode Island Department of Environmental Management

Dean H. Albro, Chief
Office of Compliance and Inspection

Date: _____