

STATE OF RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
OFFICE OF COMPLIANCE AND INSPECTION

In Re: Senesco Marine, LLC

File No.: OCI-WP-22-147
x-ref. RIPDES RIR50N016
AAD No. 22-002/WRE

CONSENT AGREEMENT

A. INTENT & PURPOSE

This Agreement is entered by and between the Rhode Island Department of Environmental Management (“RIDEM”) and Senesco Marine, LLC (“Senesco”). 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 alleged violations set forth in a Notice of Violation (“NOV”) issued to Jonathan C. Wales d/b/a Senesco Marine, LLC, Christian F. Reinauer d/b/a Senesco Marine, LLC, and Craig Reinauer d/b/a Senesco Marine, LLC (collectively, “Respondents”) by RIDEM on 3 November 2022.

B. STIPULATED FACTS

- (1) WHEREAS the property is located at 1390 Roger Williams Way in North Kingstown, Rhode Island (“Property”).
- (2) WHEREAS the Property includes a fixed pier and dry dock and a ship building and repair facility that generates sand blast grit, metal shavings and welding debris from sand blasting of ship hulls in dry dock (“Facility”).
- (3) WHEREAS the Facility is operated by Senesco.
- (4) WHEREAS on 14 February 2022 the State of Rhode Island Secretary of State (“RISOS”) revoked the Certificate of Organization for Senesco. Respondents were the last known managers of Senesco.
- (5) WHEREAS on 3 November 2022, RIDEM issued a NOV to Respondents alleging certain violations of Rhode Island's *Water Pollution Act* (“WP Act”), Rhode Island's *Water Quality Regulations* (250-RICR-150-05-1) (“WQ Rules”), and Rhode Island's *Regulations for the Rhode Island Pollutant Discharge Elimination System* (250-RICR-150-10-1) (“RIPDES Rules”).
- (6) WHEREAS Respondents requested an administrative hearing with the Administrative Adjudication Division (“AAD”) to contest the NOV.
- (7) WHEREAS AAD is a division of RIDEM.

- (8) WHEREAS on 19 January 2023 Respondents electronically submitted a revised *Notice of Intent* and a revised *Stormwater Management Plan* (dated 6 December 2022) for the Facility to the U.S. Environmental Protection Agency's CDX NEWMSGP portal 19 January 2023 to resolve the Order section of the NOV.
- (9) WHEREAS on 24 February 2023 the RISOS reinstated the Certificate of Organization for Senesco.
- (10) 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 Senesco 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.
- (11) WHEREAS RIDEM finds that this Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with the WP Act, WQ Rules, and RIDPES Rules.
- (12) WHEREAS Senesco acknowledges that it had an opportunity to consult with and be represented by counsel of its choosing and that they find that this Agreement is reasonable and fair and enter into this Agreement with full knowledge and understanding of its terms.

C. AGREEMENT

- (1) RIDEM has jurisdiction over the subject matter of this Agreement and has personal jurisdiction over Senesco.
- (2) WHEREAS the signing of this Agreement is for settlement purposes only and does not constitute and admission by Senesco that the law or regulations have been violated as alleged in the NOV.
- (3) 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).
- (4) The provisions of this Agreement shall apply to and be binding upon RIDEM, Senesco and its agents, servants, employees, successors, assigns and all persons, firms and corporations acting under, through and for Senesco in the performance of work relating to or impacting the requirements of this Agreement.
- (5) Respondents shall pay to RIDEM **\$12,500** in administrative penalties assessed as follows:
 - (a) **Upon execution of this Agreement by Respondents**, Respondents shall pay to RIDEM **\$12,500**.

(b) Penalties that Senesco 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.

(c) Penalty payments shall be by one of two methods:

(i) By certified check, cashier's check, or money order made payable to the **General Treasury – *Water and Air Protection Program*** and forwarded to:

Administrator, RIDEM Office of Compliance and Inspection
235 Promenade Street, Suite 220
Providence, RI 02908-5767

(ii) By wire transfer in accordance with instructions provided by RIDEM.

D. COMPLIANCE

- (1) Compliance with and fulfillment of this Agreement shall be deemed to resolve all issues raised in the NOV.
- (2) Compliance with the terms of this Agreement does not relieve 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) 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 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 Senesco may have regarding any new enforcement action commenced by RIDEM after the execution of this Agreement.
- (4) This Agreement shall not operate to shield Senesco or its assignees, successors in interest, lessees, sublessees, tenants in possession and/or occupants of the Property from liability arising from future activities, as of the date of execution of this Agreement.
- (5) The scope of the Agreement is limited to violations alleged in the NOV.
- (6) This Agreement shall be deemed entered as of the date of execution by all parties.

[SIGNATURES ON FOLLOWING PAGES]

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

For Senesco Marine, LLC

By: _____
Print Name: _____ Title: _____

Dated: _____

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

STATE OF RHODE ISLAND
COUNTY OF _____

In _____, in said County and State, on this _____ day of _____, 2023, before me personally appeared _____, the _____ of Senesco Marine, LLC, to me known and known by me to be the party executing the foregoing instrument on behalf of Senesco Marine, LLC, and he/she/they acknowledged said instrument by him/her/their executed, to be his/her/their free act and deed in said capacity and the free act and deed of Senesco Marine, LLC.

Notary Public
My Commission Expires: _____

**State of Rhode Island, Department of Environmental
Management**

By: _____

David E. Chopy, Administrator

RIDEM Office of Compliance and Inspection

Dated: _____