

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

**OFFICE OF COMPLIANCE AND INSPECTION**

In Re: City of Cranston  
Water North America Operating Services, LLC

File No.: AIR-11-10 Veolia  
AAD No.: 11-008/ARE

**CONSENT AGREEMENT**

***A. INTENT & PURPOSE***

This Agreement is entered by and between the Rhode Island Department of Environmental Management (“RIDEM”) Office of Compliance & Inspection and the City of Cranston and Veolia Water North America Operating Services, LLC (the “Respondents”). 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 Respondents by RIDEM on 13 October 2011.

***B. STIPULATED FACTS***

- (1) WHEREAS, the facility is located at 140 Pettaconsett Avenue in the city of Cranston, Rhode Island (the “Facility”).
- (2) WHEREAS, the City of Cranston owns the Facility and Veolia Water North America Operating Services, LLC operates the Facility.
- (3) WHEREAS, the Facility is a stationary source of air pollutants subject to RIDEM’s Air Pollution Control (“APC”) Regulations.
- (4) WHEREAS, on 13 October 2011, RIDEM issued a NOV to the Respondents alleging certain violations of APC Regulation No. 9.
- (5) WHEREAS, the Respondents requested an administrative hearing to contest the NOV.
- (6) WHEREAS, the signing of this Agreement is for settlement purposes only and does not constitute an admission or a denial by the Respondents that the law or regulations have been violated as alleged in the NOV.
- (7) WHEREAS, in lieu of proceeding to an administrative adjudicatory hearing on the NOV and to effect a timely and amicable resolution of the NOV, RIDEM and the Respondents 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.

- (8) WHEREAS, RIDEM finds that this Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with RIDEM's APC Regulations.

### **C. AGREEMENT**

- (1) JURISDICTION – RIDEM has jurisdiction over the subject matter of this Agreement and has personal jurisdiction over the Respondents.
- (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 Respondents and their agents, servants, employees, successors, assigns and all persons, firms and corporations acting under, through and for the Respondents in the performance of work relating to or impacting the requirements of this Agreement.
- (4) CONDITIONS –
- (a) The Respondents shall complete the following actions to comply with the Order section of the NOV:
- (i) Within thirty (30) days of the date of execution of this Agreement, submit a revised semi-annual monitoring report for December 2008, June 2009, December 2009 and June 2010 to the DEM Office of Air Resources and the U.S. Environmental Protection Agency that addresses the following deficiencies:
1. Identify the deviations from conditions I.C.3.m and I.D.3.m of the 2008 Operating Permit and the 2009 Operating Permit pertaining to the Opacity Observations performed by Veolia employees that were not qualified pursuant to the Certification Protocol;
  2. Each revised report shall also include a certification statement, signed by a responsible official in accordance with condition II.X.4 of the 2008 Operating Permit and the 2009 Operating Permit. This certification shall state that, based on information and belief formed after reasonable inquiry, the statements and information in the certification are true, accurate, and complete.
- (b) Penalty – The Respondents shall pay to RIDEM the sum of Fourteen Thousand Dollars (\$ 14,000.00) in administrative penalties assessed as follows:
- (i) Upon execution of this Agreement by the Respondents, the Respondents shall pay to RIDEM the sum of **Fourteen Thousand Dollars (\$ 14,000.00)**.

(ii) Penalties that the Respondents agree 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 – Water and Air Protection 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) FAILURE TO COMPLY – In the event that the Respondents fail to comply with the items specified in Section C (4)(a) of the Agreement, the Respondents shall pay a stipulated penalty of One Thousand Dollars (\$1,000.00) per month for each and every month during which the noncompliance continues, except that RIDEM may, for good cause shown, defer or reduce such penalty. The payment of a penalty in accordance with this section shall not preclude RIDEM from seeking any other 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 Respondents of any obligation to comply with any other applicable laws or regulations administered by, through or for 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, 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 Respondents may have regarding any new enforcement action commenced by RIDEM after the execution of this Agreement.
- (5) FUTURE ACTIVITIES AND UNKNOWN CONDITIONS – This Agreement shall not operate to shield the Respondents 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:

Christopher John, Supervising Air Quality Specialist  
RIDEM Office of Compliance and Inspection  
235 Promenade Street  
Providence, RI 02908-5767  
(401) 222-1360 ext. 7023

(8) 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 City of Cranston

\_\_\_\_\_

By: \_\_\_\_\_ (Print Name)

Dated: \_\_\_\_\_

For Veolia Water North America Operating Services, LLC

\_\_\_\_\_

By: \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

Dated: \_\_\_\_\_

In my capacity as \_\_\_\_\_ of Veolia Water North America Operating Services, LLC, I hereby aver that I am authorized to enter into this Agreement and thereby bind Veolia Water North America Operating Services, 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 \_\_\_\_\_, 2012, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Veolia Water North America Operating Services, LLC, a Rhode Island corporation, to me known and known by me to be the party executing the foregoing instrument on behalf of Veolia Water North America Operating Services, LLC, 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 Veolia Water North America Operating Services, LLC.

\_\_\_\_\_  
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: \_\_\_\_\_

