

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

OFFICE OF COMPLIANCE AND INSPECTION

In Re: City of Providence

File Nos.: OCI-WP-16-40 X-ref
RIPDES RIR040005

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 the City of Providence ("Providence"). 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 Providence by the RIDEM on 3 March 2017.

B. STIPULATED FACTS

- (1) WHEREAS, on 19 December 2003, the RIDEM issued Rhode Island Pollutant Elimination System ("RIPDES") General Permit Number RIR040000 entitled "Storm Water Discharge from Small Municipal Separate Storm Sewer Systems and from Industrial Activity at Eligible Facilities Operated by Regulated Small MS4s" (the "General Permit").
- (2) WHEREAS, the General Permit authorizes the discharge of stormwater from small municipal separate storm sewer systems ("MS4s") that are operated by municipalities.
- (3) WHEREAS, on 18 March 2004, Providence obtained coverage under the General Permit through the submission of a Notice of Intent ("NOI") and Stormwater Management Program Plan ("SWMPP") to the RIDEM.
- (4) WHEREAS, for the purposes of this Agreement, the separate storm sewer system covered under the General Permit means the system as defined in Rule 31(b)(19) of the RIDEM's *Regulations for the Rhode Island Pollutant Discharge Elimination System*, except for the system that serves those roadways that are private roads and are listed and attached hereto and incorporated as Attachment A or state roads as defined by RI Gen. Laws Chapter 24-8, as amended. Attachment A may be amended by mutual agreement of the parties in writing.

- (5) WHEREAS, the parties agree that stormwater controls implemented by Providence to address the Total Maximum Daily Load ("TMDL") entitled "Total Maximum Daily Load For Dissolved Oxygen and Phosphorus, Mashapaug Pond, Rhode Island-September 2007" (the "Mashapaug Pond TMDL") will fulfill Providence's responsibilities¹ to address bacteria for the Mashapaug Pond portion of the TMDL entitled "Rhode Island Statewide Total Maximum Daily Load, September 2011" (the "Statewide Bacteria TMDL").
- (6) WHEREAS, the RIDEM received a copy of a report entitled "Roger Williams Park Ponds, Water Quality Management Plan", dated June 2013, that was prepared by the Horsley Witten Group et al (the "RWPP Plan"). The executive summary is attached hereto and incorporated herein as Attachment B.
- (7) WHEREAS, on 3 March 2017 the RIDEM issued a NOV to Providence alleging certain violations of Rhode Island's Water Pollution Act, the RIDEM's *Water Quality Regulations* and the RIDEM's *Regulations for the Rhode Island Pollutant Discharge Elimination System*. The violations pertained to the failure to comply with the General Permit.
- (8) WHEREAS, in lieu of proceeding with an administrative adjudicatory hearing on the NOV and to affect a timely and amicable resolution of the NOV, the RIDEM and Providence 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 Rhode Island's Water Pollution Act and the RIDEM's *Water Quality Regulations* and the RIDEM's *Regulations for the Rhode Island Pollutant Discharge Elimination System*.
- (10) WHEREAS, on 2 March 2017, the City Council for Providence reviewed the terms and conditions of this Agreement and determined the same to be fair and reasonable, in the best interest of Providence, and contains appropriate and meaningful actions to improve water quality in the community, and duly authorized the Mayor to execute this Agreement on behalf of Providence and perform and undertake any and all necessary actions to further implement and comply with the terms and conditions contained herein.

¹ This terminology reflects the RIDEM's position that meeting the Mashapaug Pond TMDL will encompass any bacteria requirement incorporated in the Statewide Bacteria TMDL. As of the date of this Consent Agreement, the RIDEM has not provided notice of the applicability of the Statewide Bacteria TMDL. The parties acknowledge that RIDEM could provide such notice at any point in time, triggering compliance requirements for Providence. While the Statewide Bacteria TMDL is not presently in effect, the parties have negotiated in good faith to achieve the results which would otherwise be mandated if Providence had received official notice of that TMDL.

C. AGREEMENT

- (1) JURISDICTION – The RIDEM has jurisdiction over the subject matter of this Agreement and has personal jurisdiction over Providence. Providence has the legal authority and has been duly authorized to enter into this Agreement.
- (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. 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).
- (3) APPLICATION – The provisions of this Agreement shall apply to and be binding upon the RIDEM, Providence and its agents, servants, employees, successors, and assigns and all persons, firms and corporations acting under, through and for Providence in the performance of work relating to or impacting the requirements of this Agreement.
- (4) CONDITIONS –
 - (a) Providence shall complete the following actions to comply with the Order section of the NOV:
 - (i) Implement the requirements of the General Permit as follows.
 1. **By 31 March 2017**, submit to the RIDEM a downspout disconnection program that is consistent with the recommendations in the RWPP Plan that provides public awareness and outreach, a manual with options for the commercial or residential property owners, and annual demonstration pilot projects (the "Downspout Disconnection Program");
 2. **By 31 March 2017**, submit to the RIDEM a paper based street sweeping tracking system that is sufficient to document the date, location, and miles of sweeping of all roads (the "Street Sweeping Tracking System");
 3. **Upon approval of the Street Sweeping Tracking System by the RIDEM and annually thereafter**, implement the Street Sweeping Tracking System;
 4. **By 31 March 2017**, submit the MS4 Annual Report to the RIDEM for calendar year 2016. Annually thereafter, submit the MS4 Annual Report to the RIDEM by March 10th of each year. The MS4 Annual Report shall be developed in a manner that fulfills the General Permit and include all the information within the document entitled "Compliance Reporting Requirements", which is attached hereto and incorporated herein as Attachment C;

5. **By 31 March 2017**, submit to the RIDEM an Illicit Discharge Detection and Elimination ("IDDE") Plan for screening and monitoring of MS4 outfalls and interconnections, investigation of sub-catchment areas, and removal of illicit discharges that is consistent with this Agreement and a document entitled "EPA New England Bacterial Source Tracking Protocol Draft January 2012", which is attached hereto and incorporated herein as Attachment D. Providence shall amend its SWMPP to incorporate the revised IDDE Plan within 6 months of the RIDEM's approval. The IDDE Plan must include, but is not limited to, the requirements, guidelines, procedures, and deadlines in the document entitled "IDDE Plan Requirements", which is attached hereto and incorporated herein as Attachment E;
6. **By 31 March 2017**, establish and maintain an inventory of municipally-owned structural controls (both baseline existing conditions and as they are constructed) and establish procedures to ensure adequate maintenance practices are followed;
7. **Within 3 Months of the RIDEM's approval of the IDDE Plan**, initiate the investigation of high priority outfalls and portions of the MS4 identified in a document entitled "IDDE Investigation Priorities List, City of Providence, March 2016", which is attached hereto and incorporated herein as Attachment F. Investigations shall be completed in accordance with the timeframes in the approved IDDE Plan;
8. **By 30 June 2017**, submit an amended SWMPP to the RIDEM (the "Amended SWMPP") that includes procedures for review of all new land development projects and all redevelopment projects to address the following:
 - a. Applicability thresholds and permit application requirements;
 - b. Incorporation of strategies to reduce runoff volume through low impact development and green infrastructure;
 - c. Ensuring adequate long-term operations and management;
 - d. Coordination of State and local land development permits; and
 - e. Performance criteria for impaired waterbodies to ensure that new development projects result in no net increase of total phosphorous or bacteria and redevelopment projects reduce total phosphorous and bacteria to the maximum extent practicable;
9. **By 30 June 2017**, submit to the RIDEM electronically in an ArcGIS compatible format, using RI State Plane Coordinate system - feet, NAD1983, a GIS map of Providence's combined, sanitary and storm sewer systems, identifying the extent of the regulated area and the MS4, and including description of how the map was developed;

10. **By 30 June 2017**, develop a Geo-spatial database system to record and report IDDE complaints, investigations, and remedial measures taken;
11. **By 30 June 2017**, complete dry weather surveys during the January-April timeframe of the outfalls that are attached hereto and incorporated herein as Attachment G. Providence must document visual and olfactory observations and include in these inspections sampling for the parameters listed in Attachment E, Part B and as required by the General Permit;
12. **Within 6 months of the RIDEM's approval of the Amended SWMPP**, adopt ordinances that are consistent with the Amended SWMPP to address post-construction runoff from new development and redevelopment projects and submit to the RIDEM the ordinances and a letter from the City Solicitor certifying that the ordinances were duly adopted and provides the authority for Providence to carry out the requirements of the General Permit (the "Ordinances"). At a minimum, the Ordinances must address applicability, exemptions, performance standards, application requirements, and penalties for failure to properly operate and maintain best management practices;
13. **By 10 March 2018 and annually thereafter**, provide to the RIDEM a report of the results of the IDDE investigations, the revised ranking of priorities, and the revised implementation schedule with the MS4 Annual Report in accordance with Attachment C;
14. **By 30 June 2018**, implement the Ordinances;
15. **By 30 June 2019, and annually thereafter**, inspect all catch basins and manholes for sediment accumulation and clean as necessary. Increased inspections and maintenance should be considered. After at least 2 consecutive years of operational data has been collected, Providence may submit a request for approval for a lesser frequency of inspection based on evidence indicating the system does not require annual cleaning;
16. **By 31 December 2019**, establish and maintain an inventory of privately-owned structural controls (as they are constructed) and establish procedures to ensure adequate maintenance practices are followed;
17. **By 31 December 2019**, develop and implement a Geo-spatial database system to record and report MS4 maintenance (street sweeping, inspection and cleaning of structures, and asset management), and implement a means to record the same data electronically through a GPS contracted system;

18. **By 30 June 2020**, submit to the RIDEM electronically in an ArcGIS compatible format, using RI State Plane Coordinate system - feet, NAD1983, a GIS map of Providence's combined, sanitary and storm sewer systems. The map shall include, but not be limited to, locations of all outfalls, receiving waters, catch basins, manholes, pipes, culverts, swales, and ditches that contribute drainage to Providence's outfalls. Providence shall field verify flow direction and connectivity by, at a minimum, visual observation of the invert elevation of pipes connected to each catch basin, and determine the connectivity of each catch basin with the ultimate discharge/outfall. Providence will use good faith efforts to identify the location of all interconnections between existing public and private drainage systems and with other MS4s (for example, the Rhode Island Department of Transportation and the City of Cranston); and
 19. **By 30 June 2020**, inspect all city-owned catch basins and manholes for illicit connections and non-stormwater discharges and document the results of these inspections;
- (ii) Implement the recommendations in the RWPP Plan in accordance with the requirements below:
1. Complete the following projects identified and described in the RWPP Plan: RWP-3B; RWP-6; RWP-17/18; RWP-26; and RWP-28. As of the date of entry of this Agreement, Providence has completed said projects and shall receive load reduction credits as determined in accordance with a document entitled "Methodologies for Calculating Pollutant Load Reductions Achieved for Structural Stormwater Controls and Enhanced Non-Structural BMPs and Methodologies for Calculating Runoff Volume Reduction and Peak Flow Attenuation Factors for the Impervious Cover Standard", which is attached hereto and incorporated herein as Attachment L;
 2. For the Lower Watershed, complete the non-structural and structural controls by the end of the fiscal year set forth in a document entitled "Proposed Projects in Roger Williams Park", which is attached hereto and incorporated herein as Attachment H;
 3. **By 31 December 2017**, for the Upper Watershed, complete a feasibility and impact study of modifications to the weir box located within the discharge channel/pipe system from Mashapaug Pond;
 4. **By 31 December 2018**, for the Lower Watershed, implement pavement management, parking requirements, modified shoreline access, and park maintenance practices, such as geese management, leaf litter pick-up, eliminating the use of phosphorus fertilizers, and maintenance of structural stormwater controls;

5. For the Providence Portion of the Lower and Upper Watersheds that contribute flow to the MS4 (including portions interconnected to stormwater drainage systems owned by others) implement the programmatic non-structural controls as follows:
- a. **By 31 December 2017 and annually thereafter**, complete street sweeping at least twice annually;
 - b. **By 30 June 2017** and annually thereafter conduct a pollution prevention program targeted at businesses and residents that informs the community on how to become involved in the stormwater program. At a minimum, the program must:
 - i. Establish partnerships with governmental, non-governmental entities, and private land owners to develop programmatic and outreach strategies;
 - ii. Host an annual convening with partners and stakeholders; and
 - iii. Ensure that education and outreach materials are available online and accessible via Providence’s website;
 - c. **Upon approval of the Downspout Disconnection Program by the RIDEM and annually thereafter**, conduct the Downspout Disconnection Program. If the approval is issued prior to 31 December 2017, Providence shall conduct the program beginning on 31 December 2017;
- (iii) **By 31 December 2020**, submit to the RIDEM a TMDL Implementation Plan (“IP”) and a Scope of Work (“SOW”) for the waterbody segments listed in the table below. Such SOW shall meet the requirement for a scope of work set forth in the TMDLs for each listed waterbody segment;

Waterbody Name and Location	Pollutant	Applicable TMDL
Mashapaug Pond ¹	Phosphorus	Mashapaug Pond TMDL
Roger Williams Park Ponds	Phosphorus	Phosphorus to Address 9 Eutrophic Ponds in Rhode Island - September 2007
Roger Williams Park Ponds	Bacteria	Statewide Bacteria TMDL

- (iv) **By 31 December 2022**, submit to the RIDEM a TMDL IP and an SOW for the waterbody segments listed in the table below. Such SOW shall meet the requirement for a scope of work set forth in the TMDLs for each listed waterbody segment;

Waterbody Name and Location	Pollutant/s	Applicable TMDL
Woonasquatucket River	Copper, Lead, Zinc, Bacteria	Woonasquatucket River Fecal Coliform Bacteria and Dissolved Metals - April 2007
West River	Bacteria	Statewide Bacteria TMDL

- (v) The TMDL IPs required in Paragraphs C(4)(a)(iii)-(iv) shall meet the requirements of the document entitled, "TMDL Implementation Plan Requirements", which is attached hereto and incorporated herein as Attachment I, and include the following requirements.

1. All recommendations and requirements in the TMDLs consistent with the assumptions and recommendations of those TMDLs that apply to Providence;
2. For each waterbody segment, Providence shall select a combination of structural stormwater controls and enhanced non-structural Best Management Practices ("BMPs") that collectively achieve the most stringent level of control for pollutant load reduction requirements in the heavy metals and phosphorous TMDLs as listed in a document entitled "Providence Percent Reduction TMDL Loads", which is attached hereto and incorporated herein as Attachment J, to the maximum extent practicable, unless the RIDEM approves an alternative level of control;
3. For each waterbody segment with a bacteria TMDL, Providence shall select a combination of structural stormwater controls and enhanced non-structural BMPs that collectively achieve the "Impervious Cover Standard," which is attached hereto and incorporated herein as Attachments K, to the maximum extent practicable, unless the RIDEM approves an alternative level of control;
4. An assessment of the pollutant load reductions achieved and an assessment of compliance with the requirements in Attachment J and Attachment K. Providence shall use the procedures specified in Attachment L to calculate the pollutant removal, runoff volume reduction, and peak flow attenuation achieved by structural

stormwater controls and enhanced non-structural BMPs, unless the RIDEM approves an alternative methodology;

5. Implementation of all planned enhanced non-Structural BMPs within 3 months of approval by the RIDEM, except those that require council approval which would be implemented within 6 months, for enhanced non-structural BMPs that are not implemented on a seasonal basis, or no later than the next implementation season following the approval for enhanced non-structural BMPs that are implemented on a seasonal basis. Implementation of all enhanced non-structural BMPs shall continue annually thereafter or as specified in the approved TMDL IP;
6. A schedule for implementation of the proposed structural stormwater controls, including interim design milestones and proposed construction start and completion dates. In developing the schedule, Providence shall target completion of higher priority projects within 4 years of the RIDEM's approval and all projects within 8 years of the RIDEM's approval of the TMDL IP. Providence shall provide an explanation of its schedule, including the prioritization of projects and the rationale for the schedule. In developing the schedule, Providence will consider constructing the controls as part of other planned infrastructure improvement projects, and comply with the objective of providing for consistent progress over time in completing construction of the controls; and
7. TMDL Implementation Plan amendments. If, in the course of design or construction work and associated efforts, Providence concludes that a particular structural control proposed in a TMDL IP is infeasible, Providence shall explain the reasons for its conclusion and, to the maximum extent practicable, propose alternate structural controls and/or enhanced non-structural BMPs to replace the infeasible structural control. If, in the course of design or construction work and associated efforts, Providence concludes that the level of control that a particular structural control will provide is substantially less than was estimated in the current TMDL IP, Providence shall explain the reasons for its conclusion and, to the maximum extent practicable, propose additional structural controls and/or enhanced non-structural BMPs to compensate for the decrease. In either case, Providence shall submit the documentation of its conclusions and its proposals for alternate or additional controls in proposed TMDL IP amendment/s. For alternate or additional controls, the proposed TMDL IP amendment/s shall include the information specified in Parts 9, 12, and 13 of Attachment I. The proposed TMDL IP amendment/s shall be submitted as soon as possible, but no later than the due date of the next annual MS4 Annual Report following Providence's conclusion that a particular

proposed TMDL IP structural control is infeasible or will provide substantially less control than was estimated in the TMDL IP;

- (vi) Providence shall propose an amendment to its SWMPP to incorporate RIDEM-approved TMDL IPs (including Operation and Maintenance ("O&M") Plans) within 30 days following RIDEM's approval of each TMDL IP. The SWMPP may be amended by incorporating the TMDL IPs by reference. A list of the TMDL IPs incorporated by reference shall be provided in the MS4 Annual Report. Providence shall implement the TMDL IPs, including the O&M Plans, in accordance with the schedules included in the approved TMDL IPs, as approved by the RIDEM, which schedules may be modified pursuant to Paragraph D (10) below; and
 - (vii) For new construction or re-construction by Providence, where the newly constructed or re-constructed infrastructure will discharge any pollutants of concern to an Impaired Water Body Segment directly or indirectly, Providence shall implement structural stormwater controls and may implement enhanced non-structural BMPs that will, to the maximum extent practicable, support the achievement of the pollutant load reduction and other requirements of Paragraph C(4)(a)(v). Providence will also consider the implementation of structural stormwater controls in connection with pavement management and other infrastructure development projects that are not new construction or re-construction, including, but not limited to, preservation projects such as mill & overlay, level & overlay, thin overlay, in-place recycling, and reclamation projects, and repair of existing drainage system components at the same line and grade, and, if practical, implement them as part of such projects.
- (b) The schedules, reports and other documents that Providence is required to submit to the RIDEM in accordance with Paragraph C(4)(a) above are subject to the RIDEM's review and approval. Upon review, the RIDEM shall provide written notification to Providence either granting formal approval or stating the deficiencies therein. Within a reasonable period of time to be proposed by the RIDEM, but within no fewer than 14 business days of receiving a notification of deficiencies, Providence shall submit to the RIDEM revised schedules, reports, documents or additional information necessary to correct the deficiencies.
 - (c) Upon the RIDEM's approval of the schedules, reports and other documents, Providence shall complete all work required in accordance with the approved schedule.
 - (d) Penalty - In lieu of a penalty for non-compliance, and in consideration that the NOV issued in this matter was not prosecuted or that any determination of liability was reached on the merits, and in further consideration that the parties agree an amicable resolution is in the best interest of the public and will more effectively preserve and enhance the environmental quality of Providence's

water bodies, a series of supplemental environmental projects shall be initiated and carried out by Providence, as set forth in Attachment O, which is attached hereto and incorporated herein. For each supplemental environmental project ("SEP"), Providence shall be given a credit for the SEP (the "SEP Credit").

- (i) **By 1 July 2017**, Providence shall complete SEP #1 entitled Education Signage. Providence estimates this SEP is \$10,000. Providence shall receive a credit of \$10,000 for this SEP;
 - (ii) **By 1 February 2018**, Providence shall complete SEP #2 entitled Irving Avenue Seekonk River Revitalization. Providence estimates this SEP is \$68,000 to \$150,000. Providence shall receive a credit of \$150,000 for this SEP; and
 - (iii) **By 1 July 2018**, Providence shall complete SEP #3 entitled Restoration of Riverside Park. Providence estimates this SEP is \$55,000. Providence shall receive a credit of \$55,000 for this SEP.
- (e) If Providence fails to timely complete a SEP, the RIDEM shall notify Providence that it intends to rescind the SEP Credit. Within 14 days of Providence's receipt of written notification by the RIDEM that the RIDEM intends to rescind the SEP Credit, Providence shall either complete the SEP or demonstrate that good cause exists for the delay in completing the SEP. If Providence fails to complete the SEP or does not demonstrate good cause for the delay within said 14 days, Providence shall, within 10 days of Providence's receipt of a written notification from the RIDEM, submit to the RIDEM a check in the amount of the SEP Credit after which Providence shall be under no further obligation to complete the SEP.
- (f) Penalties that Providence 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.
- (g) In the event that Providence fails to remit to the RIDEM a payment on or before its due date, that payment will be considered late and Providence will be in default. If the payment is not received within 30 days of its due date, interest shall begin to accrue on the entire unpaid balance at the rate of 12 percent per annum. Interest will accrue at this rate beginning with the day after the due date specified in this Agreement until such date all past due installment payments and interest owed are remitted. Interest shall be calculated using the following generally established accounting principle:

Interest due = (number of days late/365) x (0.12) x (amount of unpaid balance)

- (h) All penalty payments shall be in the form of a check 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) RELEASE FROM REQUIREMENTS OF THE AGREEMENT – Upon the RIDEM’s determination that Providence has satisfactorily complied with the requirements of this Agreement expressed as “annually thereafter”, Providence is released from its responsibility to continue to comply with said provisions under this Agreement.
- (3) FAILURE TO COMPLY – In the event that Providence fails to comply with items specified in Paragraphs C(4)(a), (b) or (c) of the Agreement, Providence shall pay a stipulated penalty of \$500 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).
- (4) COMPLIANCE WITH OTHER APPLICABLE LAWS – Compliance with the terms of this Agreement does not relieve Providence of any obligation to comply with any other applicable laws or regulations administered by, through or for the RIDEM or any other governmental entity.
- (5) 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 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 Providence may have regarding any new enforcement action commenced by the RIDEM after the execution of this Agreement.

- (6) FUTURE ACTIVITIES AND UNKNOWN CONDITIONS – This Agreement shall not operate to shield Providence from liability arising from future activities, as of the date of execution of this Agreement.
- (7) SCOPE OF THE AGREEMENT – The scope of the Agreement is only violations alleged in the NOV.
- (8) NOTICE AND COMMUNICATION – Communications regarding this Agreement shall be directed to:

David E. Chopy, Chief
RIDEM Office of Compliance and Inspection
235 Promenade Street
Providence, RI 02908-5767
(401) 222-1360 ext. 7400

Mary E. Kay, Executive Legal Counsel
RIDEM Office of Legal Services
235 Promenade Street
Providence, RI 02908-5767
(401) 222-6607 ext. 2304

Leah Bamberger, Director of Sustainability
City of Providence
25 Dorrance Street
Providence, RI 02903
(401) 421-7740

Jeffrey Dana, City Solicitor
City of Providence
25 Dorrance Street
Providence, RI 02903
(401) 680-5333

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

- (9) 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.
- (10) AMENDMENT – The Agreement may be amended by mutual agreement of the parties in writing.
- (11) 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 Providence

By: _____
Honorable Jorge O. Elorza, Mayor

Dated: _____

For the State of Rhode Island Department of Environmental Management

By: _____
David E. Chopy, Chief
Office of Compliance and Inspection

Dated: _____

Approved as to form and correctness:

Adrienne Southgate, Deputy City Solicitor