

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

**In Re: Rebuilders Automotive Supply Co., Inc.**

**File No.: OCI-HW-19-98**

**AAD No.: 23-003/WME**

**CONSENT AGREEMENT**

**A. INTENT & PURPOSE**

This Consent Agreement (“Agreement”) is entered by and between the Rhode Island Department of Environmental Management (“RIDEM”) and Rebuilders Automotive Supply Co., Inc. (“Respondent”). The 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 Respondent by RIDEM on 19 April 2023.

**B. STIPULATED FACTS**

- (1) WHEREAS the facility is located at 1650 Flat River Road in Coventry, Rhode Island (“Facility”). The Facility is used for the acquisition of used automotive parts for repair and resale.
- (2) WHEREAS the Facility is operated by Respondent.
- (3) WHEREAS Respondent is registered with RIDEM as a large quantity hazardous waste generator at the Facility pursuant to Rhode Island’s *Rules and Regulations for Hazardous Waste Management* (250-RICR-140-10-1) (“HW Rules”) and pursuant to Title 40 of the Code of Federal Regulations (“40 CFR”) under the name “Rebuilders Automotive Supply Co.” with the U.S. Environmental Protection Agency (“USEPA”) identification number RIR000016170 (“ID Number”).
- (4) WHEREAS, on 19 April 2023, RIDEM issued a NOV to Respondent alleging certain violations of the HW Rules and 40 CFR in regard to the acceptance and processing of automotive airbags.
- (5) WHEREAS Respondent requested an administrative hearing with the Administrative Adjudication Division to contest the NOV.
- (6) WHEREAS Respondent represented that the Facility ceased acceptance and processing of automotive airbags in compliance with Section (D)(1) of the Order section of the NOV.
- (7) WHEREAS the Administrative Adjudication Division is a division of RIDEM.

- (8) 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 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 RIDEM finds that the Agreement is a reasonable and fair settlement of all claims against Respondent and adequately protects the public interest in accordance with the HW Rules and 40 CFR.
- (10) WHEREAS Respondent acknowledges that it had an opportunity to consult with and be represented by counsel of its choosing and that it finds that the Agreement is reasonable and fair and enters into the Agreement with full knowledge and understanding of its terms.

C. AGREEMENT

- (1) RIDEM has jurisdiction over the subject matter of the Agreement and has personal jurisdiction over Respondent.
- (2) The 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) The provisions of the Agreement shall apply to and be binding upon RIDEM, Respondent and its agents, servants, employees, and all persons, firms and corporations acting under, through and for Respondent in the performance of work relating to or impacting the requirements of the Agreement. The Agreement shall not be deemed transferable in the event Respondent transfers ownership or operation of the Facility.
- (4) Respondent is allowed to accept, recycle, and transport waste automotive airbags in accordance with 40 CFR Section 261.4(j) (the airbag waste exemption rule) until such time as RIDEM is authorized by USEPA to adopt a similar hazardous waste rule; or until 31 December 2028, whichever is earlier.
- (5) Penalty – Respondent shall pay to RIDEM \$33,000 in administrative penalties as follows:
  - (a) Upon execution of the Agreement by Respondent, Respondent shall pay to RIDEM \$33,000.
  - (b) Penalties that Respondent agrees to pay in the 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, payable to the **R.I. General Treasurer – Environmental Response Fund** and forwarded to:

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

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

- (6) Respondent provides to RIDEM, its authorized officers, employees, and representatives an irrevocable right of access to the **FacilityProperty** at all reasonable times to monitor compliance with the Agreement. Respondent shall ensure that assignees, successors in interest, lessees, sublessees, tenants in possession and/or occupants of the **FacilityProperty** shall provide the same access and cooperation if they control the **FacilityProperty**. Respondent shall provide a copy of the Agreement to any lessee, sublessee, tenant in possession and/or occupant of the **FacilityProperty** as of the effective date of the Agreement.

#### D. COMPLIANCE

- (1) Compliance with and fulfillment of the Agreement shall be deemed to resolve all issues raised in the NOV.
- (2) If Respondent fails to comply with 40 CFR Section 261.4(j) in its acceptance and processing of automotive airbags, Respondent shall pay a stipulated penalty of \$1,000 per month for 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 appropriate remedy (e.g., injunctive relief in Superior Court).
- (3) Compliance with the terms of the Agreement does not relieve Respondent of any obligation to comply with any other applicable laws or regulations administered by, through or for RIDEM or any other governmental entity.
- (4) 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). The Agreement shall not restrict any right to hearing or other right available by statute or regulation that Respondent may have regarding any new enforcement action commenced by RIDEM after the execution of the Agreement.
- (5) The Agreement shall not operate to shield Respondent from liability arising from future activities, as of the date of execution of the Agreement.
- (6) The scope of the Agreement is limited to violations alleged in the NOV.

- (7) Communications regarding the Agreement shall be directed to:

Tracey Tyrrell, Environmental Scientist IV  
RIDEM Office of Compliance and Inspection  
235 Promenade Street  
Providence, RI 02908-5767  
(401) 222-1360 ext.2777407  
[Tracey.tyrrell@dem.ri.gov](mailto:Tracey.tyrrell@dem.ri.gov)

Jenna Giguere, Esq.  
RIDEM Office of Legal Services  
235 Promenade Street  
Providence, RI 02908-5767  
(401) 222-6607 ext.2777306  
[Jenna.giguere@dem.ri.gov](mailto:Jenna.giguere@dem.ri.gov)

Armando E. Batastini, Esq.  
Nixon Peabody, LLP  
One Citizens Plaza, Suite 500  
Providence, RI 02903-1345  
(401) 454-1015  
[abastini@nixonpeabody.com](mailto:abastini@nixonpeabody.com)

Barry Moorehead, Facility Manager  
Rebuilders Automotive Supply, Co. Inc.  
1650 Flat River Road  
Coventry, RI 02816  
(401) 822-3030  
[bmoorehead@coresupply.com](mailto:bmoorehead@coresupply.com)

- (a) At any time prior to full compliance with the terms of the Agreement, Respondent agrees to notify RIDEM in writing of any change in ownership of the Facility and provide the name and address of the new owner/s. Notice of any change in address/telephone/fax of either party shall be sent to all other parties by certified mail.
- (b) All communications regarding compliance with the Agreement shall be forwarded to the above-referenced addressees by certified mail.
- (8) 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 RIDEM in writing at least 15 days prior to the prescribed deadline.
- (9) The Agreement may be amended by agreement of the parties in writing.

(10) The 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 the Agreement in substance and in form.**

Rebuilders Automotive Supply Co., Inc.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

In my capacity, as \_\_\_\_\_ of Rebuilders Automotive Supply Co., Inc., I hereby aver that I am authorized to enter into the Agreement and thereby bind Rebuilders Automotive Supply Co., Inc. 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 Rebuilders Automotive Supply Co., Inc., a Rhode Island corporation, to me known and known by me to be the party executing the foregoing instrument on behalf of Rebuilders Automotive Supply Co., Inc., and he/she/they acknowledged said instrument by him/her/they executed, to be his/her/their free act and deed in said capacity and the free act and deed of Rebuilders Automotive Supply Co., Inc..

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

State of Rhode Island, Department of Environmental  
Management

By: \_\_\_\_\_  
David E. Chopy, Administrator  
Office of Compliance and Inspection

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