

**STATE OF RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

OFFICE OF COMPLIANCE AND INSPECTION

In Re: TECHNIC, INC.

File No.: OCI-AIR-25-11

AAD NO. 25-001/ARE

CONSENT AGREEMENT

A. INTENT & PURPOSE

This Consent Agreement (“Agreement”) is entered by and between the Rhode Island Department of Environmental Management (“RIDEM”) and Technic, 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 July 21, 2025.

B. STIPULATED FACTS

- (1) WHEREAS Respondent operates facilities located at 41 Century Drive, in the City of Woonsocket, Rhode Island (“Century Drive Facility”), and 601 Park East Drive, in the City of Woonsocket, Rhode Island (“Park East Facility”).
- (2) WHEREAS, the Century Drive and Park East Facilities are subject to Rhode Island’s Air Pollution Control (“APC”) Regulations including, but not limited to, 250-RICR-120-05-09 (“Part 9”), titled *Air Pollution Control Permits*, and 250-RICR-120-05-7 (“Part 7”), titled *Emission of Air Contaminants Detrimental to Person or Property*.
- (3) WHEREAS on July 21, 2025, RIDEM issued a NOV to Respondent alleging violations of Parts 7 and 9 of the APC Regulations.
- (3) WHEREAS Respondent requested an administrative hearing with the Administrative Adjudication Division (“AAD”) to contest the NOV.
- (4) WHEREAS AAD is a division of RIDEM.
- (5) 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.
- (6) WHEREAS RIDEM finds that the Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with the APC Regulations.

- (7) WHEREAS Respondent acknowledges that they had an opportunity to consult with and be represented by counsel of their choosing and that they find 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 their agents, servants, employees, successors, assigns 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.
- (4) Respondent shall pay a cash penalty and perform a Supplemental Environmental Project (“SEP”) to satisfy the administrative penalty assessed in the NOV as follows:
- (a) **Upon execution of the Agreement by Respondent**, Respondent shall pay to RIDEM \$5,000.
- (b) **Within thirty (30) days of execution of this Agreement**, Respondent must submit to RIDEM Office of Air Resources (“OAR”) a permit application for the two (2) UVDI V-PAC systems.
- (c) **Within four (4) months of issuance of the appropriate OAR permit** for the two (2) UVDI V-PAC systems (unless an alternate schedule has been proposed and approved by RIDEM), Respondent shall purchase and install two (2) UltraViolet Design Instruments (“UVDI”) V-PAC systems as described in Attachment A (attached hereto and incorporated herein) for the SEP. Respondent shall be given a SEP credit of \$32,000 (“SEP Credit”).
- (d) RIDEM may rescind the SEP Credit if Respondent fails to fully comply with this Agreement. In which case, Respondent shall immediately pay RIDEM \$32,000.
- (e) The application required by subsection C(4)(b) above shall be subject to OAR’s review and approval. Upon completing its review, RIDEM shall provide written notification to Respondent either granting approval or stating the deficiencies therein. Within 14 days (unless a longer time is specified) of receiving a notification of deficiencies, Respondent shall submit to OAR a modified application or additional information, as necessary, to correct the deficiencies.

- (f) Upon receipt of a permit for the two (2) UVDI V-PAC systems (the “Permit”), Respondent shall, at all times, comply with all conditions included with the Permit.
- (g) Respondent shall not increase production based on the installation and operation of the two (2) UVDI V-PAC systems for a period five (5) years. Any increase in production that requires the operation of the UVDI V-PAC systems for compliance with statutes or regulations within a period of five (5) years of the execution of this Agreement may be considered failure to comply with this Consent Agreement.
- (h) **Within thirty (30) days of completion of the SEP**, Respondent shall provide to RIDEM a letter stating the following:
 - (i) No Federal or State grants or low interest loans were used to complete the SEP up to the SEP Credit.
 - (ii) The actual cost to complete the SEP (“SEP Cost”).
 - (iii) The SEP was completed in accordance with the Agreement.
 - (iv) If Respondent fails to comply with subsections C(4)(h)(i) or C(4)(h)(ii) above, RIDEM shall notify Respondent that it intends to rescind the SEP Credit. Within 14 days of Respondent’s receipt of written notification by RIDEM that RIDEM intends to rescind the SEP Credit, Respondent shall either complete the SEP or demonstrate that good cause exists for the delay in completing the SEP. If Respondent fails to complete the SEP or does not demonstrate good cause for the delay within said 14 days, Respondent shall, within 10 days of Respondent’s receipt of a written notification from RIDEM, submit to RIDEM a payment in the amount of the SEP Credit after which Respondent shall be under no further obligation to complete the SEP.
 - (v) If the SEP Cost is less than the SEP Credit, Respondent shall, within 30 days of Respondent’s submission of the letter to RIDEM in subsection C(4)(h) of the Agreement, submit to RIDEM a payment in the amount of the difference between the SEP Cost and the SEP Credit.
 - (vi) 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.
 - (vii) If Respondent fails to remit to RIDEM a payment on or before its due date, that payment will be considered late, and Respondent 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 the Agreement until such date all past due installment payment(s) 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)

(viii) Payments shall be by one of two methods:

1. 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

2. By wire transfer in accordance with instructions to be provided by RIDEM.

- (5) Respondent provides to RIDEM, its authorized officers, employees, and representatives an irrevocable right of access to the Property 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 Property shall provide the same access and cooperation if they control the Property. Respondent shall provide a copy of the Agreement to any current lessee, sublessee, tenant in possession and/or occupant of the Property as of the effective date of the Agreement. Any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property shall include this right of access provision and shall otherwise be consistent with the terms of the Agreement.

D. COMPLIANCE

- (1) Upon Respondent's successful completion of the requirements set forth in the Agreement, RIDEM shall issue a Discharge of the NOV and Agreement to Respondent.
- (2) 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.
- (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). 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.
- (4) The Agreement shall not operate to shield Respondent or their assignees, successors in interest, lessees, sublessees, tenants in possession and/or occupants of the Facility

from liability arising from future activities, as of the date of execution of the Agreement.

- (5) The scope of the Agreement is limited to violations alleged in the NOV.
- (6) Communications regarding the Agreement shall be directed to:

Sean J. Zeiger, Ph.D.
Principal Environmental Scientist
RIDEM Office of Compliance and Inspection
235 Promenade Street
Providence, RI 02908-5767
(401) 537-4146
sean.zeiger@dem.ri.gov

Jenna Giguere, Esq.
RIDEM Office of Legal Services
235 Promenade Street, 4th Floor
Providence, RI 02908-5767
(401) 537-4409
Jenna.giguere@dem.ri.gov

Michael P. Donegan, Esq.
Orson and Brusini Ltd.
211 Quaker Lane, Suite 201
West Warwick, RI 02893
(401) 615-8016
mdonegan@orsonandbrusini.com

Technic, Inc.
Josephine Benson
Environmental, Health, and Safety Manager
1 Spectacle Street
Cranston, RI 02901
(401) 563-0641
jbenson@technic.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 Century Drive Facility or the Park East 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.
- (7) 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.

- (8) The Agreement may be amended by agreement of the parties in writing.
- (9) The Agreement shall be deemed entered as of the date of execution by all parties.

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

Technic, Inc.

By: _____

Print Name: _____

Title: _____

Dated: _____

In my capacity, as _____ of **Technic, Inc.**, I hereby aver that I am authorized to enter into the Agreement and thereby bind **Technic, 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 _____, 20__, before me personally appeared _____, the _____ of _____, a Rhode Island corporation, to me known and known by me to be the party executing the foregoing instrument on behalf of _____, and he/she/they acknowledged said instrument by him/her/them executed, to be his/her/their free act and deed in said capacity and the free act and deed of _____.

Notary Public

My Commission Expires: _____

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

By: _____
Christina Hoefsmit, Administrator
Office of Compliance and Inspection

Dated: _____