

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

OFFICE OF COMPLIANCE AND INSPECTION

In Re: Robert Russo

File No.: OCI-OWTS-18-67

X-ref L-0576

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 Robert Russo ("Respondent"). This Agreement is entered in accordance with Section 42-17.1-2 et seq. of the Rhode Island General Laws ("R.I. Gen. Laws") to resolve the alleged violations set forth in a Notice of Violation ("NOV") issued to Respondent by the RIDEM on 12 October 2018.

B. STIPULATED FACTS

- (1) WHEREAS, Respondent holds License No. L-0576 issued by the RIDEM to install individual sewage disposal systems in the State of Rhode Island.
- (2) WHEREAS, on 12 October 2018, the RIDEM issued a NOV to Respondent alleging certain violations of Rhode Island's Installers of Individual Sewage Disposal System Act and the RIDEM's *Rules and Regulations Establishing Minimum Standards Relating to Location, Design, Construction and Maintenance of Individual Sewage Disposal Systems* (the "ISDS Regulations").
- (3) WHEREAS, the violations pertained to the installation of an individual sewage disposal system ("ISDS") located at 486 Atlantic Avenue in the Town of Westerly, Rhode Island (the "Property").
- (4) WHEREAS, David Ciampi ("Ciampi") owns the Property.
- (5) WHEREAS, Respondent did not request an administrative hearing to contest the NOV.
- (6) WHEREAS, Respondent submitted an invoice dated 23 June 2018 to Ciampi for \$6,372.56 (the "Invoice") pertaining to the installation of new water lines and other work to resolve issues with the ISDS (the "ISDS Issues") that were the subject of a separate Notice of Violation to Ciampi from the RIDEM.
- (7) WHEREAS, Respondent has not received a check from Ciampi for the Invoice.

- (8) WHEREAS, this Agreement was negotiated and executed by the parties in good faith, and as a settlement of all claims which were denied and disputed as to validity and amount by Respondent. The RIDEM and Respondent agrees that neither this Agreement, nor any performance under this Agreement by Respondent, shall constitute an admission by Respondent of the factual or legal allegations contained in the NOV. Nor shall this Agreement by Respondent constitute a waiver of, or act as a limitation to, any claims Respondent may have against any third party.
- (9) WHEREAS, in lieu of proceeding to Superior Court to enforce the NOV and to effect a timely and amicable resolution of the NOV, the 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.
- (10) 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 Designers of Individual Sewage Disposal System Act and the RIDEM's ISDS Regulations.

C. AGREEMENT

- (1) JURISDICTION – The RIDEM has jurisdiction over the subject matter of this Agreement and has personal jurisdiction over Respondent.
- (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, Respondent and his 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 this Agreement.
- (4) CONDITIONS –
 - (a) Respondent shall not deposit any checks received from Ciampi for the Invoice and shall return said checks to Ciampi if received.
 - (b) Respondent shall not forward to Ciampi any other invoices for any work performed to resolve the ISDS Issues.
 - (c) Penalty – The administrative penalty assessed in the NOV against Respondent is waived.

- (d) Failure to comply with the terms of this Consent Agreement including, without limitation, Sections C(4)(a) and C(4)(b) will result in the reinstatement of the administrative penalty assessed in the NOV.

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) COMPLIANCE WITH OTHER APPLICABLE LAWS – Compliance with the terms of this Agreement does not relieve Respondent of any obligation to comply with any other applicable laws or regulations administered by, through or for the RIDEM or any other governmental entity.
- (3) 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 Respondent may have regarding any new enforcement action commenced by the RIDEM after the execution of this Agreement.
- (4) FUTURE ACTIVITIES AND UNKNOWN CONDITIONS – This Agreement shall not operate to shield Respondent from liability arising from future activities, as of the date of execution of this Agreement.
- (5) SCOPE OF THE AGREEMENT – The scope of the Agreement is limited to violations alleged in the NOV.
- (6) EFFECTIVE DATE – 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.

Robert Russo

Dated: _____

State of Rhode Island, Department of Environmental
Management

By: _____

David E. Chopy, Chief
Office of Compliance and Inspection

Dated: _____