

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

OFFICE OF COMPLIANCE AND INSPECTION

In Re: Salvatore Parente
Carmen Parente
Ralph N. Shippee

File No.: OWTS-14-251
AAD No.: 15-002/IE

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 Ralph N. Shippee. 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, **with regard only to the RIDEM and Ralph N. Shippee**, the administrative enforcement action set forth in a Notice of Violation ("NOV") issued to Salvatore Parente, Carmen Parente (collectively the "Parentes") and Ralph N. Shippee ("Shippee") (collectively "the Respondents") by the RIDEM on 13 April 2015. This Agreement does not affect or alter in any way any rights or causes of action that the RIDEM may possess against the Parentes arising from or related to the NOV.

B. STIPULATED FACTS

- (1) WHEREAS, the properties are located at 226 Raccoon Run Road, Assessor's Plat 318, Lot 93 and an abutting property on Hill Farm Road, Assessor's Plat 318, Lot 104 in the town of Coventry, Rhode Island.
- (2) WHEREAS, the Parentes own Plat 318, Lot 93.
- (3) Whereas, the Ralph N. Shippee Trust owns Plat 318, Lot 104 (the "Shippee Property").
- (4) WHEREAS, on 13 April 2015, the RIDEM issued a NOV to the Respondents alleging certain violations of the RIDEM's *Rules Establishing Minimum Standards Relating to Location, Design, Construction and Maintenance of Onsite Wastewater Treatment Systems*.
- (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 by Shippee that the 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, the RIDEM and Shippee 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 as to Shippee only.
- (8) WHEREAS, the RIDEM finds that this Agreement is a reasonable and fair settlement of all claims against Shippee and adequately protects the public interest in accordance with the RIDEM's *Rules Establishing Minimum Standards Relating to Location, Design, Construction and Maintenance of Onsite Wastewater Treatment Systems*.
- (9) WHEREAS, this Agreement does not release or dismiss the NOV as it pertains to the Parentes.

C. AGREEMENT

- (1) JURISDICTION – The RIDEM has jurisdiction over the subject matter of this Agreement and has personal jurisdiction over Shippee.
- (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 the RIDEM and Shippee and his agents, servants, employees, successors, assigns and all persons, firms and corporations acting under, through and for Shippee in the performance of work relating to or impacting the requirements of this Agreement.
- (4) PENALTY – Shippee shall pay to the RIDEM the sum of \$250 in administrative penalties assessed as follows:
 - (a) Upon execution of this Agreement by Shippee, Shippee shall pay to the RIDEM the sum of \$250.
 - (b) Penalties that the Respondent 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.

- (c) Payment of the administrative penalty shall be in the form of a certified check, cashier's 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, with regard to the RIDEM and Shippee, raised in the NOV.
- (2) COMPLIANCE WITH OTHER APPLICABLE LAWS – Compliance with the terms of this Agreement does not relieve Shippee 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 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 Shippee 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 Shippee 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 only violations alleged in the NOV.
- (6) NOTICE AND COMMUNICATION – Communications regarding this Agreement shall be directed to:

Patrick J. Hogan, P.E.
RIDEM Office of Compliance and Inspection
235 Promenade Street
Providence, RI 02908-5767
(401) 222-1360 ext. 7119

Christina Hoefsmit, Esquire
RIDEM Office of Legal Services
235 Promenade Street
Providence, RI 02908-5767
(401) 222-6607 ext. 2023

Ralph N. Shippee
171 Hill Crest Drive North
Cranston, RI 02921

(7) 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 Ralph N. Shippee

By: _____

Print Name: _____

Dated: _____

STATE OF RHODE ISLAND
COUNTY OF _____

In _____, in said County and State, on this _____ day of _____, 2015, before me personally appeared Ralph N. Shippee to me known and known by me to be the party executing the foregoing instrument and he/she acknowledged said instrument and the execution thereof, to be his/her free act and deed.

Notary Public
My Commission Expires: _____

*State of Rhode Island, Department of Environmental
Management*

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

Dated: _____