

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
ADMINISTRATIVE ADJUDICATION DIVISION**

**In Re: Stratford House Associates  
Limited Partnership  
Woloohojian Realty Corp.**

**File No.: OCI-UST-05-03973  
AAD No.: 05-028/WME**

**CONSENT AGREEMENT**

**A. INTRODUCTION**

This Agreement is entered by and between the Rhode Island Department of Environmental Management (“RIDEM”) Office of Compliance & Inspection (“OC&I”) and Stratford House Associates Limited Partnership (“SHALP”) and Woloohojian Realty Corp. (“WRC”) (collectively referred to as the “Respondents”). 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 Respondents by the RIDEM on 29 July 2005.

**B. STIPULATED FACTS**

- (1) WHEREAS, the property is located at 675 Elmwood Avenue, Assessor's Plat 52, Lot 473 in the City of Providence, Rhode Island (the “Property”).
- (2) WHEREAS, SHALP owns the Property.
- (3) WHEREAS, WRC operates the Property.
- (4) WHEREAS, on 29 July 2005, the RIDEM issued a NOV to Respondents alleging certain violations of Rhode Island’s Water Pollution Act and Oil Pollution Act and the Rhode Island Code of Regulations titled *Groundwater Quality Rules (250-RICR-150-05-3)* (the “Groundwater Rules”), *Oil Pollution Control Regulations (250-RICR-140-25-2)* (the “Oil Pollution Rules”), *Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (250-RICR-140-30-1)* (the “Remediation Rules”) and *Rules and Regulations for Underground Storage Facilities Used for Petroleum Products and Hazardous Materials (250-RICR-140-25-1)* (the “UST Rules”) relating to the release of petroleum products to the groundwater.
- (5) WHEREAS, Respondents requested an administrative hearing to contest the NOV.

- (6) WHEREAS, on 28 February 2007, Respondents submitted to the RIDEM a Site Investigation Report for the Property.
- (7) WHEREAS, on 25 June 2007, Respondents submitted to the RIDEM a Corrective Action Plan (“CAP”) for the Property.
- (8) WHEREAS, on 4 March 2010, Respondents submitted to the RIDEM a revised CAP for the Property (the “Revised CAP”).
- (9) WHEREAS, on 5 April 2010, the RIDEM approved the Revised CAP.
- (10) WHEREAS, from November 2011 through March 2019, Respondents submitted status reports on the implementation of the Revised CAP. The most recent report dated 15 March 2019 indicates the presence of Light Non-Aqueous Phase Liquid (“LNAPL”) in monitoring wells GP-1, GP-4, MW-2, MW-5, GZA-2, VHB-2, MW-101, MW-102 and MW-103.
- (11) WHEREAS, in lieu of proceeding to an administrative adjudicatory hearing on the NOV and to affect a timely and amicable resolution of the NOV, the RIDEM and Respondents hereby agree that it is in the best interest of the parties and in the public interest to resolve the disputed issues by the terms of the Agreement set forth herein.
- (12) WHEREAS, the RIDEM finds that this Consent Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with Rhode Island’s Water Pollution Act and Oil Pollution Act and the Groundwater Rules, Oil Pollution Rules, Remediation Rules and UST Rules.

### **C. AGREEMENT**

- (1) JURISDICTION – The RIDEM has jurisdiction over the subject matter of this Agreement and has personal jurisdiction over Respondents.
- (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)(vi).
- (3) APPLICATION – The provisions of this Agreement shall apply to and be binding upon RIDEM, Respondents and their agents, servants, employees, successors assigns and all persons, firms and corporations acting under, through and for Respondents in the performance of work relating to or impacting the requirements of this Agreement.

(4) RECORDING OF AGREEMENT – Within 10 days of the receipt of the fully executed Agreement from the RIDEM, Respondents shall record this Agreement with the City of Providence, Rhode Island and shall provide a copy of the recorded Agreement to the RIDEM. The recording shall be at the sole expense of Respondents.

(5) CONDITIONS –

(a) Respondents shall complete the following actions:

- (i) **Within 60 days of the execution of this Agreement**, submit a proposal to the RIDEM to accelerate the remediation of LNAPL from the groundwater and a schedule to complete the work (the “Proposal”). The Proposal must include either the removal of LNAPL through a total fluids extraction method or an alternate comparable method of remediation. On August 26, 2015 three large diameter recovery wells (MW-101, MW-102 and MW-103) were installed on the 675 Elmwood Avenue property. Existing monitoring wells and large diameter recovery wells on the 645 Elmwood Avenue and 675 Elmwood Avenue properties shall be utilized for LNAPL recovery during proposed future total fluid extraction (TFE) events.
- (ii) The Proposal shall be subject to the RIDEM’s review and approval. Upon review, the RIDEM shall provide written notification either granting formal approval or stating the deficiencies therein. Within 30 days (unless a longer time is specified) of receiving a notification of deficiencies in the Proposal, submit to the RIDEM a modified proposal or additional information necessary to correct the deficiencies.
- (iii) Upon approval of the Proposal by the RIDEM, perform all work under the Proposal in accordance with the approved schedule.
- (iv) Continue with the work required under the Revised CAP and the submission of the required quarterly CAP status reports until such time that the RIDEM issues written approval for termination of remedial activities. The RIDEM may require a period of monitoring following any modification or termination of remedial activities to ensure that standards continue to be met.
- (v) All monitoring and remedial activities approved by the RIDEM shall continue until the RIDEM approves the modification or termination of those activities in writing. Proposals to modify or terminate ongoing remedial activities shall be submitted to the RIDEM’s Office of Waste Management in writing accompanied by all supporting materials. Approval of a proposed modification shall be enforceable as part of this Agreement.
- (vi) Not engage in, or permit any other party to engage in, any activity that could unreasonably interfere with remedial activities (for example, construction, demolition, or excavation). Before beginning any such work, consult with the RIDEM to determine whether such work would interfere with any ongoing or

proposed investigation or remediation work and receive the RIDEM's written approval prior to proceeding with any such work.

(b) Penalty – Respondents shall pay to the RIDEM administrative penalties as follows:

- (i) **Upon execution of the Agreement by Respondents**, pay to the RIDEM \$3,329.00 of the administrative penalty that is the economic benefit of non-compliance. The remainder of the previously negotiated administrative penalty, in the amount of \$35,000.00, shall be held in abeyance by the RIDEM. The RIDEM shall forego collection of the remaining penalty if Respondents fully comply with subsection C(5)(a) of this Agreement in accordance with the deadlines in the Agreement and approved work plans. RIDEM agrees to release this abeyance upon its issuance of a written approval for termination of remedial activities.
- (ii) Penalties that Respondents agree 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.
- (iii) All penalty payments shall be in the form of a certified check, cashiers check, or money order, payable to the ***R.I. General Treasurer – Water and Air Protection Account***. All payments shall be delivered to:

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

- (6) **RIGHT OF ACCESS** – Respondents provides to the RIDEM, its authorized officers, employees and representatives an irrevocable right of access to the Property at all reasonable times to monitor compliance with this Agreement. Respondents 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. Respondents shall provide a copy of this Agreement to any current lessee, sublessee, tenant in possession and/or occupant of the Property as of the effective date of this 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 this Agreement.

#### ***D. COMPLIANCE***

- (1) **EFFECT OF COMPLIANCE** – Compliance with and fulfillment of this Agreement shall be deemed to resolve all issues raised in the NOV. Upon the Respondents successful completion of the requirements set forth in subsections C(5)(a) and (b) of this Agreement, the RIDEM shall issue a Release and Discharge of the NOV and the Agreement to Respondents for recording. The recordings shall be at the sole expense of Respondents.

- (2) FAILURE TO COMPLY –If Respondents fail to comply with the items specified in Section C(5)(a) of this Agreement, Respondents shall pay the \$35,000 held in abeyance and 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 paragraph shall not preclude the RIDEM from seeking any other appropriate remedy (i.e., injunctive relief in Superior Court).
- (3) COMPLIANCE WITH OTHER APPLICABLE LAWS – Compliance with the terms of this Agreement does not relieve Respondents of any obligation to comply with any other applicable laws or regulations administered by, through or for the RIDEM or any other governmental entity.
- (4) 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 Respondents may have regarding any new enforcement action commenced by the RIDEM after the execution of this Agreement.
- (5) FUTURE ACTIVITIES AND UNKNOWN CONDITIONS – This Agreement shall not operate to shield Respondents from liability arising from future activities, as of the date of execution of this Agreement.
- (6) SCOPE OF THE AGREEMENT – The scope of the Agreement is only violations alleged in the NOV.
- (7) NOTICE AND COMMUNICATION - Communications regarding this Agreement shall be directed to:

**Tracey D’Amadio Tyrrell, Supervising Environmental Scientist**

RIDEM Office of Compliance and Inspection

235 Promenade Street

Providence, RI 02908-5767

(401) 222-1360 ext. 7407

**Sofia Kaczor, Principal Environmental Scientist**

RIDEM Office of Waste Management

235 Promenade Street

Providence, RI 02908-5767

(401) 222-2797 ext. 7121

**Susan Forcier, Esquire**

RIDEM Office of Legal Services

235 Promenade Street  
Providence, RI 02908-5767  
(401) 222-6607

**Contact information for Respondents**

**M. Peter Woloohojian**  
Stratford House Associates Limited Partnership  
954 Warwick Avenue  
Warwick, Rhode Island 02888-3650

(401) 941-4400

**Adam Last, P.E., Principal Engineer**  
Corporate Environmental Advisors  
21 East Main Street, Suite 201  
Westborough, MA 01581-1467

(508) 835-8822 ext. 260

**Mary B. Shekarchi, Attorney at Law**  
33 College Hill Road, Suite 15-E  
Warwick, RI 02886-2786

(401) 828-5030

- (a) At any time prior to full compliance with the terms of this Agreement, Respondents agree to notify the RIDEM in writing of any change in ownership of the Property and provide the name and address of the new owner(s).
- (b) All communications regarding compliance with this Agreement shall be forwarded to the above-referenced addressees by certified mail.
- (8) 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.
- (9) AMENDMENT – The Agreement may be amended by agreement of the parties in writing.
- (10) 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 Stratford House Associates Limited Partnership*

\_\_\_\_\_  
By: \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

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

In my capacity as \_\_\_\_\_ of Stratford House Limited Partnership, I hereby aver that I am authorized to enter into this Agreement and thereby bind Stratford House Associates Limited Partnership 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 \_\_\_\_\_, 2019, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Stratford House Limited Partnership, a Rhode Island partnership, to me known and known by me to be the party executing the foregoing instrument on behalf of Stratford House Limited Partnership, and he/she acknowledged said instrument by him/her executed, to be his/her/ free act and deed in said capacity and the free act and deed of Stratford House Limited Partnership.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

*For Woloohjian Realty Corp.*

By: \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

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

In my capacity as \_\_\_\_\_ of Woloohjian Realty Corp., I hereby aver that I am authorized to enter into this Agreement and thereby bind Woloohjian Realty Corp 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 \_\_\_\_\_, 2019, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Woloohjian Realty Corp, a Rhode Island corporation, to me known and known by me to be the party executing the foregoing instrument on behalf of Woloohjian Realty Corp, and he/she acknowledged said instrument by him/her executed, to be his/her/ free act and deed in said capacity and the free act and deed of Woloohjian Realty Corp.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

*For the State of Rhode Island Department of  
Environmental Management*

\_\_\_\_\_  
David E. Chopy, Administrator

RIDEM Office of Compliance and Inspection

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