

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
OFFICE OF COMPLIANCE AND INSPECTION

IN RE: Aneri Realty, Inc. and
1100 Main Street Coventry, LLC

FILE NO.: 2007-440-US
AAD NO: 09-002/WME

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 Aneri Realty, Inc. and 1100 Main Street Coventry, LLC (the "Respondents"). This Agreement is entered in accordance with Section 42-17.1-2 *et seq.* of the Rhode Island General Laws ("R.I.G.L.") for the purpose of resolving the administrative enforcement action set forth in a Notice of Violation ("NOV") issued to the Respondents by RIDEM on January 7, 2009.

B. STIPULATED FACTS

- (1) WHEREAS, the subject property is located at 1100 Main Street in the Town of Coventry, Rhode Island (the "Property"). The Property includes a gasoline station (the "Facility").
- (2) WHEREAS, Aneri Realty, Inc. is the owner of the Property.
- (3) WHEREAS, 1100 Main Street Coventry, LLC is the operator of the Facility.
- (4) WHEREAS, Respondents are the owners and operators of three underground storage tanks ("USTs" or "tanks") that are located at the Facility, which tanks are used for storage of petroleum products and which are subject to the RIDEM Rules and Regulations for Underground Storage Facilities Used for Petroleum Products and Hazardous Materials, as amended (the "UST Regulations").
- (5) WHEREAS, the Facility is registered with RIDEM in accordance with Section 6.00 of the UST Regulations and is identified as UST Facility No. 00766.
- (6) WHEREAS, on January 7, 2009, RIDEM issued a NOV to the Respondents alleging certain violations of the UST Regulations.
- (7) WHEREAS, the Respondents requested an administrative hearing to contest the NOV.
- (8) WHEREAS, the Respondents complied with the Order section of the NOV.
- (9) WHEREAS, in lieu of proceeding to an administrative adjudicatory hearing on the NOV and in order to effect a timely and amicable resolution of the NOV, RIDEM and the

Respondents 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, RIDEM finds that this Consent Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with the R.I.G.L. § 42-17.1 et seq. and the UST Regulations.

C. AGREEMENT

- (1) JURISDICTION – RIDEM has jurisdiction over the subject matter of this Agreement and has personal jurisdiction over the Respondents.
- (2) FORCE and EFFECT – This Agreement shall have the full force and effect of a final administrative order of the Director issued after a full hearing on the merits pursuant to the Administrative Procedures Act, R.I.G.L. § 42-35-1 et seq. from which no timely appeal was taken, and which is enforceable in Superior Court in accordance with R.I.G.L. §42-17.1-2(21)(v).
- (3) APPLICATION – The provisions of this Agreement shall apply to and be binding upon RIDEM, the Respondents and their agents, servants, employees, successors assigns and all persons, firms and corporations acting under, through and for the Respondents in the performance of work relating to or impacting the requirements of this Agreement.
- (4) CONDITIONS –
- (a) Penalty – Upon Respondents execution of this Agreement, Respondents shall pay to RIDEM the sum of Three Thousand Five Hundred Dollars (\$3,500.00) in administrative penalties.
- (b) Penalties that the Respondents agree to pay in this Consent Agreement are penalties payable to and for the benefit of the State of Rhode Island and are not compensation for actual pecuniary loss.
- (c) All penalty payments shall be in the form of a certified check, payable to the R.I. General Treasurer – Water and Air Protection Account. All payments shall be delivered, along with a copy of this Agreement to:

Chief, RIDEM Office of Compliance and Inspection
235 Promenade Street
Providence, RI 02908

D. COMPLIANCE

- (1) EFFECT OF COMPLIANCE – This Agreement shall be deemed to resolve all issues raised in the NOV dated January 7, 2009.
- (2) COMPLIANCE WITH OTHER APPLICABLE LAWS – Compliance with the terms of this Agreement does not relieve the Respondents of any obligation to comply with any other applicable laws or regulations administered by, through or for 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, 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 § 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 RIDEM after the execution of this Agreement.
- (4) FUTURE ACTIVITIES AND UNKNOWN CONDITIONS – This Agreement shall not operate to shield the Respondents from liability arising from future activities, as of the date of execution of this Agreement.
- (5) 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 Aneri Realty Inc.

Date: _____

For 1100 Main Street Coventry LLC

Date: _____

For the Department of Environmental Management

David E. Chopy, Chief
Office of Compliance and Inspection

Date: _____