

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

**IN RE: Imad E. Melhem  
GNI West Warwick, Inc.**

**FILE NO.: OCI-UST 2017-60-01263  
AAD NO.: 17-009/WME**

CONSENT AGREEMENT

**A. INTENT & PURPOSE**

This Agreement is entered by and between the Rhode Island Department of Environmental Management (“RIDEM”), Imad E. Melhem and GNI West Warwick, Inc. (“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 RIDEM on 2 January 2018.

**B. STIPULATED FACTS**

- (1) WHEREAS, the property is located at 929 Providence Street, Assessor’s Plat 39, Lot 213 in the Town of West Warwick, Rhode Island (the “Property”) and includes an office, a garage and a petroleum product storage and dispensing system (the “Facility”).
- (2) WHEREAS, Imad E. Melhem owns the Property and GMI West Warwick, Inc. operates the Facility, and did so at the time the NOV was issued.
- (3) WHEREAS, underground storage tanks (“USTs” or “tanks”) are located on the Property, which tanks are/were used for storage of petroleum products and which are subject to the Rhode Island Code of Regulations titled *Rules and Regulations for Underground Storage Facilities Used for Petroleum Products and Hazardous Materials (250-RICR-140-25-1)* (the “UST Regulations”).
- (4) WHEREAS, the Facility is registered with RIDEM and is identified as UST Facility No. 01263.
- (5) WHEREAS, on 2 January 2018, RIDEM issued a NOV to Respondents alleging certain violations of the UST Regulations.
- (6) WHEREAS, Respondent Imad E. Melhem requested an administrative hearing to contest the NOV, Respondent GNI West Warwick, Inc. did not.
- (7) WHEREAS, Respondents complied with the Order section of the NOV.

- (8) WHEREAS, the Administrative Adjudication Division is a division of RIDEM.
- (9) WHEREAS, in lieu of proceeding to an administrative adjudicatory hearing on the NOV with Respondent Imad E. Melhem and to Superior Court to enforce the NOV with Respondent GNI West Warwick, Inc. and to effect a timely and amicable resolution of the NOV, RIDEM and 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 Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with the UST Regulations.

### **C. AGREEMENT**

- (1) **JURISDICTION** – 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. 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 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) **PENALTY** – Respondents shall pay to RIDEM the sum of Five Thousand Dollars (\$5,000) in administrative penalties assessed as follows:
  - (a) **Upon execution of this Agreement by Respondents**, Respondents shall pay to RIDEM the sum of Five Hundred Dollars (\$500).
  - (b) The remainder of the penalty, Four Thousand Five Hundred Dollars (\$4,500), shall be paid to RIDEM in equal and consecutive monthly installments of Three Hundred Dollars (\$300), except for the last payment, which shall be Four Hundred Dollars (\$400). The remaining payments shall be made starting on October 1, 2019 and continue to be paid on the 1<sup>st</sup> of each and every consecutive month thereafter until the penalty is paid in full. All payments must be completed on or before January 1, 2021.
  - (c) 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.

- (d) In the event that Respondents fail to remit to RIDEM a payment on or before its due date, that payment will be considered late and Respondents 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 this Agreement until such date all past due installment payments and interest owed are remitted. Interest shall be calculated using the following generally established accounting principle:

$$\text{Interest due} = (\text{number of days late}/365) \times (0.12) \times (\text{amount of unpaid balance})$$

- (e) 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

#### ***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 Respondents’ successful completion of the requirements set forth in this Agreement, RIDEM shall issue a Release and Discharge of the NOV to Respondents for recording. The Release will release the NOV from the Property. The recording shall be at the sole expense of Respondents.
- (2) 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 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 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 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 Respondents 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) 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

Tricia Quest, Senior Legal Counsel  
RIDEM Office Legal Services  
235 Promenade Street  
Providence, RI 02908-5767  
(401) 222-6607

Attorney Kenneth J. Macksoud  
D'Amico Burchfield Building Suite 1  
536 Atwells Avenue  
Providence, RI 02909

- (a) At any time prior to full compliance with the terms of this Agreement, Imad E. Melhem agrees to notify RIDEM in writing of any change in ownership of the property and provide the name and address of the new owners. 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 this Agreement shall be forwarded to the above-referenced addressees by certified mail.
- (7) 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 RIDEM in writing at least 15 days prior to the prescribed deadline.
- (8) AMENDMENT – The Agreement may be amended by agreement of the parties in writing.
- (9) 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.**

Imad E. Melhem

By: \_\_\_\_\_

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

**STATE OF RHODE ISLAND**  
**COUNTY OF \_\_\_\_\_**

In \_\_\_\_\_, in said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Imad E. Melhem, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument and the execution thereof, to be his free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

GNI West Warwick, Inc.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

In my capacity, as \_\_\_\_\_ of GNI West Warwick, Inc. I hereby aver that I am authorized to enter into this Agreement and thereby bind GNI West Warwick, 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 \_\_\_\_\_, 2019, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of GNI West Warwick, Inc., a Rhode Island corporation, to me known and known by me to be the party executing the foregoing instrument on behalf of GNI West Warwick, Inc., 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 GNI West Warwick, Inc.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

State of Rhode Island, Department of Environmental  
Management

By: \_\_\_\_\_  
David E. Chopy, Administrator  
Office of Compliance and Inspection

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