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

RIDEM OFFICE OF LEGAL SERVICES

In Re: Kamal Hingorany

License No.: D3051

AAD No.: 07-019/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 Kamal Hingorany (the "Respondent"). 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 and Suspension of License ("NOV") issued to the Respondent by RIDEM on November 21, 2007.

B. STIPULATED FACTS

- (1) WHEREAS, the Respondent is currently licensed by RIDEM as a Class III onsite wastewater treatment system ("OWTS") designer (License #D3051).
- (2) WHEREAS, on November 21, 2007, RIDEM issued a NOV to the Respondent alleging certain violations of the RIDEM Rules and Regulations Establishing Minimum Standards Relating to Location, Design, Construction, and Maintenance of Individual Sewage Disposal Systems (the "ISDS Regulations").
- (3) WHEREAS, the Respondent requested an administrative hearing to contest the NOV.
- (4) WHEREAS, the signing of this Agreement is for settlement purposes only and does not constitute an admission by the Respondent that the law or regulations have been violated as alleged in the NOV.
- (5) 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 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.
- (6) WHEREAS, RIDEM finds that this Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with the Designers Of Individual Sewage Disposal Systems Act, R.I.G.L. § 56.1 *et seq.* and the ISDS Regulations.



C. AGREEMENT

(1) JURISDICTION – RIDEM has jurisdiction over the subject matter of this Agreement and has personal jurisdiction over the Respondent.

(2) FORCE and EFFECT – This Agreement shall have the full force and effect of a final compliance 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 Respondent and his agents, servants, employees, successors, assigns and all persons, firms and corporations acting under, through and for the Respondent in the performance of work relating to or impacting the requirements of this Agreement.

(4) CONDITIONS –

(a) The Respondent's Class III OWTS designer license shall be suspended beginning February 10, 2010 and shall remain suspended for a period of one (1) month until March 10, 2010.

(b) **Within thirty (30) days of execution of the Agreement**, the Respondent shall place an advertisement in the Business Section of the Providence Sunday Journal entitled "Settlement of Notice of Violation" that includes specific language as to the settlement, attached hereto and incorporated herein as Exhibit A. The size of the advertisement shall be three (3) inches wide by four (4) inches high. The cost of the advertisement shall be at the sole expense of the Respondent.

(c) **Penalty** – Respondent shall pay to RIDEM the sum of Five Thousand Dollars (\$5,000.00) in administrative penalties.

(d) **Payment Schedule**- Respondent's total penalty, Five Thousand Dollars (\$5,000.00) shall be paid as follows:

(i) **Upon execution of this Agreement by the Respondent**, the Respondent shall pay to RIDEM the sum of Five Thousand Dollars (\$5,000.00).

(ii) Penalties that the Respondent agrees 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.

(iii) 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, DEM 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 dated November 21, 2007.

(2) FAILURE TO COMPLY – In the event that the Respondent fails to comply with Section C (4)(b) of the Agreement, the Respondent shall pay an administrative penalty of One Hundred Dollars (\$ 100.00) per month for each and every month during which the noncompliance continues, except that RIDEM may, for good cause shown, defer or reduce such penalty. The payment of a penalty in accordance with this paragraph shall not preclude 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 the Respondent of any obligation to comply with any other applicable laws or regulations administered by, through or for 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, 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.G.L. § 42-17.1-2(21). This Agreement shall not restrict any right to hearing or other right available by statute or regulation that the Respondent may have regarding any new enforcement action commenced by RIDEM after the execution of this Agreement.

(5) FUTURE ACTIVITIES AND UNKNOWN CONDITIONS – This Agreement shall not operate to shield the Respondent from liability arising from future activities, as of the date of execution of this Agreement.

(6) NOTICE AND COMMUNICATION - Communications regarding this Agreement shall be directed to:

David E. Chopy, Chief

DEM Office of Compliance and Inspection

235 Promenade Street
Providence, RI 02908-5767
401.222.1360 ext. 7400

Communications forwarded to the above-referenced address by certified mail shall be deemed received.

(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 fifteen (15) days prior to the prescribed deadline.

(8) AMENDMENT – The Agreement may be amended by mutual agreement of the parties in writing.

(9) 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 the Respondent

X 

Kamal Hingorany

Date: 2-4-2010

In Pontoonville, on the 4th day of February, 2010, before me personally appeared Kamal Hingorany, to me known and known by me to be the party executing the foregoing Consent Agreement on behalf of himself and he acknowledged said instrument executed by him to be his free act and deed.



Notary Public Kenneth N. Trumbly

My Commission expires: 6/17/2017

For the State of Rhode Island Department of Environmental Management



David E. Chopy, Chief

Office of Compliance and Inspection

Date: 2/9/10

State of Rhode Island

**Department of Environmental Management
Settlement of Notice of Violation**

As a result of settlement of a Notice of Violation and Suspension of License taken pursuant to Chapter 5-56.1 of the RI General Laws, entitled Designers of Individual Sewage Disposal Systems (ISDSs), and Section SD25.05 of the Rules and Regulations Establishing Minimum Standards Relating to the Location, Design, Construction and Maintenance of Individual Sewage Disposal Systems, a Consent Agreement has been entered into between the applicable parties as follows:

Kamal Hingorany
Designer Lic. #3051

The Consent Agreement is for settlement purposes only, requiring a one (1) month suspension of Mr. Hingorany's license and the payment of an administrative penalty. The Consent Agreement does not constitute an admission by Mr. Hingorany that the law or regulations have been violated. A copy of the Consent Agreement may be obtained upon written request from:

David E. Chopy, Chief
Office of Compliance and Inspection
Department of Environmental Management
235 Promenade Street, Providence RI 02908-5767
W. Michael Sullivan, Director

EXHIBIT A