

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

**In Re: Ghassan Nayfeh dba Cranston 717 LLC  
Cranston 717 LLC  
Webster 717 LLC**

**File No.: OCI-UST-17-9-LS775  
AAD No.: 20-012/WME**

**CONSENT AGREEMENT**

**A. INTENT & PURPOSE**

This Agreement is entered by and between the Rhode Island Department of Environmental Management (“RIDEM”) and Ghassan Nayfeh dba Cranston 717 LLC, Cranston 717 LLC, and Webster 717 LLC (“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”) for the purpose of resolving the alleged violations set forth in a Notice of Violation (“NOV”) issued to Respondents by RIDEM on 23 October 2020.

**B. STIPULATED FACTS**

- (1) WHEREAS the property is located at 717 Park Avenue in Cranston, Rhode Island, and otherwise identified as Cranston Assessors Plat 6, Lot 2162 (“Property”)
- (2) WHEREAS the Property includes a convenience store and a gasoline storage and dispensing system (“Facility”).
- (3) WHEREAS Cranston 717 LLC and/or Ghassan Nayfeh own the Property.
- (4) WHEREAS Webster 717 LLC operates the Facility.
- (3) WHEREAS, on 23 October 2020, RIDEM issued a NOV to Respondents alleging certain violations of Rhode Island's *Rules and Regulations for Underground Storage Facilities Used for Petroleum Products and Hazardous Materials* (250-RICR-140-25-1), *Oil Pollution Control Regulations* (250-RICR-140-25-2) and *Ground Water Quality Rules* (250-RICR-05-3).
- (4) WHEREAS Respondents requested an administrative hearing with the Administrative Adjudication Division (“AAD”) to contest the NOV.
- (5) WHEREAS AAD is a division of RIDEM.
- (6) WHEREAS Respondents complied with the Order section of 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, 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.
- (8) WHEREAS Respondents find that this Agreement is reasonable and fair and enter into this Agreement with full knowledge and understanding of its terms.

C. AGREEMENT

- (1) RIDEM has jurisdiction over the subject matter of this Agreement and has personal jurisdiction over Respondents.
- (2) 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) 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 **\$6,250** in administrative penalties assessed as follows:
  - (a) **Upon execution of this Agreement by Respondents**, Respondents shall pay to RIDEM **\$250**.
  - (b) The remainder of the penalty, **\$6,000**, shall be paid to RIDEM in twelve equal and consecutive monthly installments of **\$500**. The remaining payments shall be made on the first of each consecutive month starting on 1 August 2022 and paid in full on or before 1 August 2023.
  - (c) Penalties that Respondents 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.
  - (d) If 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:

Interest due = (number of days late/365) x (0.12) x (amount of unpaid balance)

- (e) Penalty payments shall be by one of two methods:
- (i) By certified check, cashier's check, or money order made payable to the **General Treasury – *Water and Air Protection Program*** and forwarded to:

Administrator, RIDEM Office of Compliance and Inspection  
235 Promenade Street, Suite 220  
Providence, RI 02908-5767

- (ii) By wire transfer in accordance with instructions provided by RIDEM.

#### D. COMPLIANCE

- (1) 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 the Agreement, RIDEM shall issue a Release and Discharge of the NOV to Respondents for recording. The recording shall be at the sole expense of Respondents.
- (2) 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) 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) This Agreement shall not operate to shield Respondents from liability arising from future activities, as of the date of execution of this Agreement.
- (5) The scope of the Agreement is limited to violations alleged in the NOV.

(6) Communications regarding this Agreement shall be directed to:

Tracey D'Amadio Tyrrell  
RIDEM Office of Compliance and Inspection  
235 Promenade Street  
Providence, RI 02908-5767  
(401) 222-1360 ext. 2777407  
[tracey.tyrrell@dem.ri.gov](mailto:tracey.tyrrell@dem.ri.gov)

Christina Hoefsmit, Esq.  
RIDEM Office of Legal Services  
235 Promenade Street  
Providence, RI 02908-5767  
(401) 222-6607  
[christina.hoefsmit@dem.ri.gov](mailto:christina.hoefsmit@dem.ri.gov)

Cranston 717 LLC  
c/o Ghassan Nayfeh, Registered Agent  
421 South Main Street  
Webster, MA 01570

Webster 717 LLC  
c/o John S. Ciolli, Registered Agent  
381 Atwells Avenue  
Providence, RI 02909

All communications regarding compliance with this Agreement shall be forwarded to the above-referenced addressees by certified mail.

- (7) 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) The Agreement may be amended by agreement of the parties in writing.
- (9) 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.**

Ghassan Nayfeh

\_\_\_\_\_

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

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

In \_\_\_\_\_, in said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared Ghassan Nayfeh to me known and known by me to be the party executing the foregoing instrument and he/she/they acknowledged said instrument and the execution thereof, to be his/her/their free act and deed.

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

For Cranston 717 LLC

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

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

In my capacity, as \_\_\_\_\_ of Cranston 717 LLC, I hereby aver that I am authorized to enter into this Agreement and thereby bind Cranston 717 LLC 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 \_\_\_\_\_, 2022, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Cranston 717 LLC, a Rhode Island corporation, to me known and known by me to be the party executing the foregoing instrument on behalf of Cranston 717 LLC, and he/she/they acknowledged said instrument by him/her/them executed, to be his/her/their free act and deed in said capacity and the free act and deed of Cranston 717 LLC.

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

For Webster 717 LLC

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

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

In my capacity, as \_\_\_\_\_ of Webster 717 LLC, I hereby aver that I am authorized to enter into this Agreement and thereby bind Webster 717 LLC 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 \_\_\_\_\_, 2022, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Webster 717 LLC, a Rhode Island corporation, to me known and known by me to be the party executing the foregoing instrument on behalf of Webster 717 LLC, and he/she/they acknowledged said instrument by him/her/they executed, to be his/her/their free act and deed in said capacity and the free act and deed of Webster 717 LLC.

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

State of Rhode Island, Department of Environmental  
Management

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

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