

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

**In Re: JJMC REALTY LLC  
J GEHA, CORP.**

**FILE NO.: OCI-UST-18-63-00553**

**CONSENT AGREEMENT**

**A. INTENT & PURPOSE**

This Consent Agreement (“Agreement”) is entered by and between the Rhode Island Department of Environmental Management (“RIDEM”) and JJMC REALTY LLC (“JJMC”) and J GEHA, CORP (“J GEHA”) (collectively, “Respondents”). The 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 15 August 2019.

**B. STIPULATED FACTS**

- (1) WHEREAS the property is located at 335 Providence Street, Assessor’s Plat 253, Lot 29 in Warwick, Rhode Island (“Property”). The Property includes a convenience store and a motor fuel storage and dispensing system (“Facility”).
- (2) WHEREAS at the time of the issuance of the NOV, JJMC owned the Property.
- (3) WHEREAS at the time of the issuance of the NOV, J GEHA operated the Facility.
- (4) WHEREAS underground storage tanks (“USTs” or “tanks”) are located on the Property, which tanks are used for storage of petroleum products and are subject to Rhode Island’s *Rules and Regulations for Underground Storage Facilities Used for Regulated Substances and Hazardous Materials* (250-RICR-140-25-1) (“UST Rules”).
- (5) WHEREAS the Facility is registered with RIDEM and is identified as UST Facility No. 00553.
- (6) WHEREAS the NOV alleged certain violations of the UST Rules.
- (7) WHEREAS neither JJMC nor J GEHA requested an administrative hearing with the Administrative Adjudication Division (“AAD”) to contest the NOV.
- (8) WHEREAS AAD is a division of RIDEM.

- (9) WHEREAS on 19 October 2020 JJMC sold the Property to GBAZ Realty, LLC and J Geha no longer operates the Facility.
- (10) WHEREAS in 2021 RIDEM confirmed that the Facility was in compliance with the Order section of the NOV.
- (11) WHEREAS in lieu of proceeding to Superior Court to enforce the NOV and to affect 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.
- (12) WHEREAS Respondents find that the 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 the Agreement and has personal jurisdiction over Respondents.
- (2) The 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 the 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 the Agreement.
- (4) Respondents shall pay to RIDEM **\$15,000** in administrative penalties assessed as follows:
  - (a) **By 1 August 2023**, pay to RIDEM \$5,000.
  - (b) The remainder of the penalty, \$10,000, shall be paid to RIDEM in 2 equal and consecutive monthly installments of \$5,000. The remaining payments shall be made on 1 September 2023 and 1 October 2023.
  - (c) All penalties specified in the Agreement shall be paid in total by 1 October 2023.
  - (d) Penalties that Respondents agree to pay in the Agreement are penalties payable to and for the benefit of the State of Rhode Island and are not compensation for actual pecuniary loss.

- (e) 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 payment 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)

- (f) 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 the 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 recordings shall be at the sole expense of Respondents.
- (2) Compliance with the terms of the 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). The 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 the Agreement.
- (4) The 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 the Agreement shall be directed to:

**Tracey Tyrrell, Supervising Environmental Scientist**  
RIDEM Office of Compliance and Inspection  
235 Promenade Street  
Providence, RI 02908-5767  
(401) 222-1360 ext. 277704  
[tracey.tyrrell@dem.ri.gov](mailto:tracey.tyrrell@dem.ri.gov)

**Tricia Quest, Esquire**  
RIDEM Office of Legal Services  
235 Promenade Street  
Providence, RI 02908-5767  
(401) 222-6607 ext. 2772408  
[tricia.quest@dem.ri.gov](mailto:tricia.quest@dem.ri.gov)

**For Respondents:**

**Brian Bliss, Esquire**  
200 Metro Center Blvd, Suite 7  
Warwick, RI 02886  
(401) 783-5200

**For J GEHA CORP**  
Joseph Geha, Registered Agent  
585 Tiogue Avenue  
Coventry, RI 02816

**For JJMC REALTY LLC**  
c/o Colette Geha, Registered Agent  
335 Providence Street  
Warwick, RI 02886

All communications regarding compliance with the 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) The 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 JJMC REALTY LLC

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

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

In my capacity, as \_\_\_\_\_ of JJMC REALTY LLC, I hereby aver that I am authorized to enter into the Agreement and thereby bind JJMC REALTY 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 \_\_\_\_\_, 2023, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of JJMC REALTY LLC, a Rhode Island corporation, to me known and known by me to be the party executing the foregoing instrument on behalf of JJMC REALTY 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 JJMC REALTY LLC.

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

For J GEHA CORP

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

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

In my capacity, as \_\_\_\_\_ of J GEHA CORP, I hereby aver that I am authorized to enter into the Agreement and thereby bind J GEHA 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 \_\_\_\_\_, 2023, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of J GEHA CORP, a Rhode Island corporation, to me known and known by me to be the party executing the foregoing instrument on behalf of J GEHA CORP, and he/she/they acknowledged said instrument by him/her/their executed, to be his/her/their free act and deed in said capacity and the free act and deed of J GEHA CORP.

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

State of Rhode Island Department of Environmental  
Management

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

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