

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

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

**File No. OCI-UST-18-59-00075  
AAD No. 20-011/WME**

**CONSENT AGREEMENT**

**A. INTENT & PURPOSE**

This Consent Agreement (“Agreement”) is entered by and between the Rhode Island Department of Environmental Management (“RIDEM”) and JOANNE REALTY LLC (“JOANNE REALTY”) 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 13 December 2019.

**B. STIPULATED FACTS**

- (1) WHEREAS the property is located at 585 Tiogue Avenue, Assessor’s Plat 38, Lot 174 in Coventry, Rhode Island (“Property”). The Property includes a convenience store and a motor fuel storage and dispensing system and underground storage tanks (“USTs”) (“Facility”).
- (2) WHEREAS JOANNE REALTY owns the Property.
- (3) WHEREAS at the time of the issuance of the NOV J GEHA operated the Facility.
- (4) WHEREAS on 13 December 2019, RIDEM issued a NOV to Respondents alleging certain violations of 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 J GEHA requested an administrative hearing with the Administrative Adjudication Division (“AAD”) to contest the NOV.
- (6) WHEREAS JOANNE REALTY did not request an administrative hearing with AAD.
- (7) WHEREAS AAD is a division of RIDEM.
- (8) WHEREAS on 18 October 2021 RIDEM observed that the USTs were removed from the ground.

- (9) WHEREAS RIDEM notified J GEHA that a Closure Assessment Report was required, which was submitted to RIDEM on 18 February 2022.
- (10) WHEREAS in lieu of proceeding to an administrative adjudicatory hearing 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.
- (11) WHEREAS Respondents find that the Agreement is reasonable and fair and enter into the Agreement with full knowledge and understanding of its terms.

### C. AGREEMENT

- (1) JURISDICTION – RIDEM has jurisdiction over the subject matter of the Agreement and has personal jurisdiction over Respondents.
- (2) FORCE and EFFECT – 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) APPLICATION – 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) RECORDING OF AGREEMENT **Within 10 days of the receipt of the fully executed Agreement from RIDEM**, JOANNE REALTY shall record the Agreement with the Town of Coventry and shall provide a copy of the recorded Agreement to RIDEM. The recordings shall be at the sole expense of JOANNE REALTY.
- (5) CONDITIONS –
  - (a) JOANNE REALTY, shall complete the following actions to comply with the Order section of the NOV:
    - (i) **Within 30 days of execution of the Agreement and in accordance with the letter from RIDEM sent 11 October 2022**, complete a Site Investigation, and submit a *Site Investigation Report* (“SIR”) to RIDEM’s Office of Land Revitalization and Sustainable Materials Management (“OLR&SMM”) in accordance with Part 1.14(H) of the UST Rules. Upon review, OLR&SMM shall provide written notification for either remedial approval or stating the deficiencies therein.

- (ii) **Within 14 days of receiving notification of deficiencies in the SIR (unless a longer time is specified in writing by OLR&SMM)**, submit to OLR&SMM a modified proposal or additional information necessary to correct the deficiencies.
  - (iii) **Within 60 days of receipt of written notification from OLR&SMM to submit a *Corrective Action Plan* (“CAP”)**, retain a qualified consultant to submit a proposed CAP to OLR&SMM in accordance with Part 1.14(I) of the UST Rules. The CAP shall be implemented and completed in accordance with an order of approval issued by OLR&SMM and any deadlines contained therein shall become enforceable as part of the Agreement.
  - (iv) Any letters or orders of approval or requests for additional information or correction of deficiency and the deadlines contained therein from RIDEM shall become enforceable as part of the Agreement.
- (b) Penalty – Respondents shall pay to RIDEM **\$15,000** in administrative penalties assessed as follows:
- (i) **Upon execution of the Agreement by Respondents**, Respondents shall pay to RIDEM \$10,000.
  - (ii) The remainder of the penalty, \$5,000, shall be paid by Respondents within 30 days of Respondents’ execution of the Agreement.
  - (iii) All penalties specified in the Agreement shall be paid in total by July 1, 2023.
  - (iv) 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.
  - (v) Penalty payments shall be by one of two methods:
    - 1. By certified check, cashier’s check, or money order made payable to the **General Treasury – *Water and Air Protection Program*** or and forwarded to:

Administrator, RIDEM Office of Compliance and Inspection  
235 Promenade Street, Suite 220  
Providence, RI 02908-5767
    - 2. By wire transfer in accordance with instructions provided by RIDEM.
- (6) **RIGHT OF ACCESS** – JOANNE REALTY provides to RIDEM, its authorized officers, employees and representatives, an irrevocable right of access to the Property at all reasonable times to monitor compliance with the Agreement. JOANNE REALTY shall ensure that assignees, successors in interest, lessees, sublessees, tenants in possession and/or occupants of the Property shall provide the same access and cooperation if they control the Property. JOANNE REALTY shall provide a

copy of the Agreement to any current lessee, sublessee, tenant in possession and/or occupant of the Property as of the effective date of the Agreement. Any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property shall include this right of access provision and shall otherwise be consistent with the terms of the Agreement.

#### **D. COMPLIANCE**

- (1) EFFECT OF COMPLIANCE – 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 and Agreement to JOANNE REALTY for recording. The recordings shall be at the sole expense of Respondents.
- (2) FAILURE TO COMPLY – If JOANNE REALTY fail to comply with the items specified in subsection C (5)(a) of the Agreement, it shall pay a stipulated penalty of \$500 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 section shall not preclude RIDEM from seeking any other appropriate remedy (e.g., injunctive relief in Superior Court).
- (3) COMPLIANCE WITH OTHER APPLICABLE LAWS – 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.
- (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 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.
- (5) FUTURE ACTIVITIES AND UNKNOWN CONDITIONS – The Agreement shall not operate to shield Respondents from liability arising from future activities, as of the date of execution of this Agreement.
- (6) SCOPE OF THE AGREEMENT – The scope of the Agreement is limited to violations alleged in the NOV.

- (7) NOTICE AND COMMUNICATION – 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)

**Brian Bliss, Esquire**  
200 Metro Center Blvd, Suite 7  
Warwick, RI 02886

**For JOANNE REALTY LLC**  
Collette Geha  
342 Manton Avenue  
Providence, RI 02909

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

- (a) At any time prior to full compliance with the terms of the Agreement, JOANNE REALTY agrees to notify RIDEM in writing of any change in ownership of the Property and provide the name and address of the new owner(s). 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 the Agreement shall be forwarded to the above-referenced addressees by certified mail.
- (8) 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.
- (9) AMENDMENT – The Agreement may be amended by agreement of the parties in writing.
- (10) EFFECTIVE DATE – The Agreement shall be deemed entered as of the date of execution by all parties.

**IN WITNESS WHEREOF, the undersigned consent to the Agreement in substance and in form.**

For JOANNE REALTY LLC

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

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

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