

**STATE OF RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

OFFICE OF COMPLIANCE AND INSPECTION

In Re: Jeha Corp.

FILE NO.: UST 2017-51-00706

CONSENT AGREEMENT

A. INTENT & PURPOSE

This Agreement is entered by and between the Rhode Island Department of Environmental Management (“RIDEM”) and Jeha Corp. (“Respondent Jeha Corp”) and Talha and Hassieb Brothers, LLC (“THB”). 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 Respondent Jeha Corp by RIDEM on 16 November 2017.

B. STIPULATED FACTS

- (1) WHEREAS the property is located at 296 Armistice Boulevard, Assessor’s Plat 18, Lot 922 in Pawtucket, Rhode Island (the “Property”). The Property includes a motor vehicle service station and a motor fuel storage and dispensing system (the “Facility”).
- (2) WHEREAS Respondent Jeha Corp owns the Property and operates the Facility.
- (3) WHEREAS underground storage tanks (“USTs” or “tanks”) are located at the Facility, which tanks are/were used for storage of petroleum products and which are subject to Rhode Island’s *Rules and Regulations for Underground Storage Facilities Used for Petroleum Products and Hazardous Materials* (the “UST Regulations”).
- (4) WHEREAS the Facility is identified as # 0706 and the USTs are registered with RIDEM as follows:

UST ID No.	Date Installed	Capacity	Product Stored
004	11 July 1988	8,000 gallons	Gasoline
005	11 July 1988	10,000 gallons	Diesel
008	Unknown	500 gallons	Heating Oil
009	11 July 1988	10,000 gallons	Gasoline

- (5) WHEREAS on 18 July 2017, RIDEM issued a Notice of Intent to Enforce (“NIE”) to Respondent Jeha Corp. for the violations of the UST Regulations. The NIE required specific actions to correct the violations. The NIE was delivered to Respondent Jeha Corp. on 24 July 2017. Respondent Jeha Corp. failed to respond to or comply with the NIE.
- (6) WHEREAS on 16 November 2017, RIDEM issued a NOV to Respondent Jeha Corp alleging certain violations of the UST Regulations.
- (7) WHEREAS Respondent Jeha Corp failed to request an administrative hearing with the Administrative Adjudication Division (“AAD”) to contest the NOV.
- (8) WHEREAS the AAD is a division of RIDEM.
- (9) WHEREAS Respondent Jeha Corp has failed to comply with the NOV.
- (10) WHEREAS on 30 October 2020, Rathore, Inc. entered into a purchase and sales agreement with Respondent Jeha Corp. to purchase the Property.
- (11) WHEREAS on 30 November 2021, Rathore, Inc. assigned all its rights as buyer to THB.
- (12) WHEREAS as part of the purchase of the Property, THB will permanently close the existing USTs and comply with the NOV as detailed herein.
- (13) WHEREAS in lieu of proceeding to an administrative adjudicatory hearing on the NOV and to affect a timely and amicable resolution of the NOV, RIDEM, Respondent Jeha Corp. and THB 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.
- (14) WHEREAS RIDEM finds that this Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with the UST Regulations.
- (15) WHEREAS Respondent Jeha Corp and THB find that this Agreement is reasonable and fair and enter into this Agreement with full knowledge and understanding of its terms.

C. AGREEMENT

- (1) JURISDICTION – RIDEM has jurisdiction over the subject matter of this Agreement and has personal jurisdiction over Respondent Jeha Corp and THB.
- (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, Respondent Jaha Corp and THB and their agents, servants, employees, successors, assigns and all persons, firms and corporations acting under, through and for Respondent Jaha Corp and THB in the performance of work relating to or impacting the requirements of this Agreement.
- (4) RECORDING OF AGREEMENT – **Within 10 days of the legal transfer of the Property to THB (the “Transfer”) OR receipt of the fully executed Agreement from RIDEM**, whichever shall occur last, THB shall record this Agreement with the City of Pawtucket, Rhode Island and shall provide a copy of the recorded Agreement to RIDEM. The recording shall be at the sole expense of THB.
- (5) CONDITIONS –
- (a) THB shall complete the following actions to comply with the Order section of the NOV:
- (i) **Within 150 days of the Transfer**, submit a completed *Permanent Closure Application for Underground Storage Tanks* (“Closure Application”) to the RIDEM – Office of Land Revitalization and Sustainable Materials Management (“OLRSMM”).
 - (ii) **Within 30 days of receipt of written approval of the Closure Application from OLRSM**, complete the removal of USTs in full compliance with Part 1.15 of the UST Regulations and Part 2.13 of Rhode Island’s *Oil Pollution Control Regulations* (the “OPC Regulations”).
 - (iii) **Within 30 days of the removal of the USTs**, submit to OLRSM a *Closure Assessment Report* prepared by a qualified environmental consultant, in accordance with Part 1.15(D)(1) of the UST Regulations, RIDEM’s *UST Closure Assessment Guidelines* and Part 2.13 of the OPC Regulations.
 - (iv) **Within 30 days of the removal of the USTs**, remove and properly dispose of any contaminated soil excavated during the tank closure and, within 10 days of the soil disposal, submit documentation of disposal to OLRSM, in accordance with Part 2.13 of the OPC Regulations.
 - (v) **Within 60 days of receipt of written notification from OLRSM to conduct a site investigation of the Property**, retain a qualified consultant to perform the site investigation and submit a *Site Investigation Report* to OLRSM within the time frame specified in accordance with Part 1.14(H) of the UST Regulations.

- (vi) **Within 60 days of receipt of written notification from OLRSM** to submit a *Corrective Action Plan* (“CAP”), retain a qualified consultant and submit a proposed CAP to OLRSM in accordance with Part 1.14(I) of the UST Regulations. OLRSM will review the proposed CAP and issue further instruction on how to proceed. The CAP shall be implemented in accordance with an order of approval issued by OLRSM.
- (b) THB shall not resume service of the Facility until approved to do so in writing by RIDEM. Any order of approval or other notification issued by RIDEM shall become enforceable as part of this Consent Agreement. Failure to comply with deadlines specified by RIDEM will be considered noncompliance with this Consent Agreement.
- (c) Nothing in this Agreement or references to “permanent closure” shall be used or interpreted to mean that THB cannot re-establish a new facility at the Property. RIDEM is aware that it is the intention of THB to re-establish a new facility once the existing USTs have been permanently closed in accordance with the UST Regulations.
- (d) Penalty – Respondent Jeha shall pay to RIDEM the sum of \$4,000 in administrative penalties assessed as follows:
- (i) **Within 5 days of the Transfer**, Respondent Jeha shall pay to RIDEM \$4,000.
- (ii) Penalties that Respondent Jeha 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.
- (iii) If Respondent Jeha fails to remit to RIDEM a payment on or before its due date, that payment will be considered late and Respondent Jeha 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)
This provision does not preclude RIDEM from seeking additional penalties according to Section D for failure to comply with the remaining provisions of this Agreement.

(iv) 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** 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 – THB 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 this Agreement. THB 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. THB shall provide a copy of this Agreement to any current lessee, sublessee, tenant in possession and/or occupant of the Property as of the effective date of this 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 this Agreement.

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 THB's successful completion of the requirements set forth in this Agreement, RIDEM shall issue a Release and Discharge of the NOV and Agreement to THB for recording. The recording shall be at the sole expense of THB.
- (2) FAILURE TO COMPLY – If THB fails to comply with the items specified in subsection C (5)(a) of the Agreement, THB shall pay a stipulated penalty of \$1,000 per month for each 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 this Agreement does not relieve Respondent Jaha Corp or THB 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). This Agreement shall not restrict any right to hearing or other right available by statute or regulation that Respondent Jaha Corp or THB 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 Respondent Jaha Corp or THB 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 this 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 extension 2777407
tracey.tyrrell@dem.ri.gov

Joseph J. LoBianco, Esq
RIDEM Office of Legal Services
235 Promenade Street
Providence, RI 02908-5767
401-222-6607
joseph.lobianco@dem.ri.gov

For Respondent Jaha Corp.
Robert J. Ameen, Esq.
390 Newport Avenue
Pawtucket, Rhode Island 02861
401-722-6639

robertjameen@gmail.com

For THB
Edward F. Grouke, Esq.
Finan & Grouke
24 Spring Street
Pawtucket, Rhode Island 02860
401-723-6800

efg@finangrouke.com

- (a) At any time prior to full compliance with the terms of this Agreement, THB 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 this 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 – 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.

Jeha Corp.

By: _____
Print Name: _____ Title: _____

Dated: _____

In my capacity, as _____ of Jeha Corp., I hereby aver that I am authorized to enter into this Agreement and thereby bind Jeha 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 _____, 2021, before me personally appeared _____, the _____ of Jeha Corp., a Rhode Island corporation, to me known and known by me to be the party executing the foregoing instrument on behalf of Jeha Corp., 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 Jeha Corp.

Notary Public
My Commission Expires: _____

Talha and Hassieb Brothers, LLC

By: _____

Print Name: _____ Title: _____

Dated: _____

In my capacity, as _____ of Talha and Hassieb Brothers, LLC, I hereby aver that I am authorized to enter into this Agreement and thereby bind Talha and Hassieb Brothers, 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 _____, 2021, before me personally appeared _____, the _____ of Talha and Hassieb Brothers, LLC, a Rhode Island corporation, to me known and known by me to be the party executing the foregoing instrument on behalf of Talha and Hassieb Brothers, 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 Talha and Hassieb Brothers, LLC.

Notary Public
My Commission Expires: _____

State of Rhode Island, Department of Environmental
Management

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

Dated: _____