

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

**OFFICE OF COMPLIANCE AND INSPECTION**

**In Re: DOMENIC LOMBARDI REALTY, INC.  
Yonatan Mabat**

**File No.: OCI-SR-18-4**

CONSENT AGREEMENT

**A. INTENT & PURPOSE**

This Consent Agreement (“Agreement”) is entered by and between the Rhode Island Department of Environmental Management (“RIDEM”), Yonatan Mabat (“Mabat”) and Malcolm Sanchez (“Sanchez”). 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, **with regard only to RIDEM and Mabat**, the alleged violations set forth in a Notice of Violation (“NOV”) issued to DOMENIC LOMBARDI REALTY, INC. (“DLR”) and Mabat by RIDEM on 27 July 2018. The Agreement does not affect any rights or causes of action that RIDEM may possess against DLR, arising from or related to the NOV.

**B. STIPULATED FACTS**

- (1) WHEREAS the property is located at 1151 Danielson Pike, Assessor’s Plat 27, Lot 36 in Scituate, Rhode Island (“Property”).
- (2) WHEREAS Mabat owns the Property.
- (3) WHEREAS the Property includes a building that contains a bathroom that has a sink, toilet, and shower (“Bathroom Fixtures”).
- (4) WHEREAS the Property includes a 104-foot-deep drinking water supply well (“Well”).
- (5) WHEREAS the wastewater from the Bathroom Fixtures discharges to an onsite wastewater treatment system (“OWTS”) on the Property.
- (6) WHEREAS on 27 July 2018, RIDEM issued a NOV to Mabat and DLR alleging certain violations of Rhode Island’s *Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases* (“SR Rules”) and *Groundwater Quality Rules* (“GQ Rules”).
- (7) WHEREAS Mabat failed to request an administrative hearing with the Administrative Adjudication Division (“AAD”) to contest the NOV.

- (8) WHEREAS on 19 October 2023 Mabat and Sanchez entered into a Purchase and Sales Agreement for Sanchez to purchase the Property.
- (9) WHEREAS the closing on the Property (“Closing”) is scheduled for 28 June 2024.
- (10) WHEREAS prior to the Closing RIDEM agreed to issue a release of the NOV (“NOV Release”) and the Agreement executed by RIDEM to the attorney performing the Closing (“Closing Attorney”).
- (11) WHEREAS AAD is a division of RIDEM.
- (12) WHEREAS in lieu of proceeding to Superior Court to enforce the NOV against Mabat and to effect a timely and amicable resolution of the NOV, RIDEM, Mabat, and Sanchez 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.
- (13) WHEREAS RIDEM finds that the Agreement is a reasonable and fair settlement of all claims against Mabat and adequately protects the public interest in accordance with the SR Rules and GQ Rules.
- (14) WHEREAS Mabat and Sanchez find that the Agreement is reasonable and fair and enter into the Agreement with full knowledge and understanding of its terms.
- (15) WHEREAS the Agreement does not release or dismiss the NOV as it pertains to DLR.

C. AGREEMENT

- (1) RIDEM has jurisdiction over the subject matter of the Agreement and has personal jurisdiction over Sanchez.
- (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 and Sanchez and their agents, servants, employees, successors, assigns and all persons, firms and corporations acting under, through and for Sanchez in the performance of work relating to or impacting the requirements of the Agreement.

- (4) The attorney performing the Closing (“Closing Attorney”) shall:
- (a) Ensure that the Agreement is signed and dated by Mabat and Sanchez at the Closing.
  - (b) **Within 3 business days of the Closing**, record the NOV Release and the fully executed Agreement in the land evidence records for the Town of Scituate, Rhode Island and provide copies of the recorded documents to RIDEM’s Office of Compliance and Inspection. The recordings shall be at the sole expense of Mabat or Sanchez.
- (5) Sanchez shall complete the following actions to comply with the Order section of the NOV:
- (a) Obtain RIDEM’s written approval prior to using the Well or withdrawing any groundwater on the Property.
  - (b) Obtain RIDEM’s written approval prior to using the OWTS.
  - (c) **Within 180 days of the Closing**, conduct a site investigation (“SI”) of the Property in accordance with Part 1.8 of the SR Rules.
  - (d) **Within 1 year of the Closing**, complete the SI and submit a site investigation report (“SIR”) in accordance with Part 1.8 of the SR Rules. The SIR shall include:
    - (i) The SIR checklist in accordance with Part 1.8.8(A) of the SR Rules.
    - (ii) At least 2 remedial alternatives other than no action/natural attenuation.
    - (iii) Plans for the re-use or redevelopment of the Property.
    - (iv) A schedule to complete the proposed work.
- (6) The SIR shall be subject to RIDEM’s review and approval. Upon review, RIDEM shall provide written notification either granting formal approval or stating the deficiencies therein. Within 14 days (unless a longer time is specified) of receiving a notification of deficiencies, submit to RIDEM a modified report or additional information necessary to correct the deficiencies.
- (7) Upon approval of the SIR by RIDEM, comply with all the remaining requirements of the SR Rules within the deadlines specified by RIDEM.

(8) Penalty –

(a) **Within 3 business days of the Closing**, the Closing Attorney shall pay to RIDEM \$15,891.

(b) Payments shall be by one of two methods:

(i) By certified check, cashier's check, or money order made payable to the **General Treasury – Environmental Response Fund** 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 to be provided by RIDEM.

(9) Sanchez 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. Sanchez 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. Sanchez 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) Compliance with and fulfillment of the Agreement shall be deemed to resolve all issues, regarding RIDEM and Mabat, raised in the NOV. Upon successful completion of the requirements set forth in the Agreement, RIDEM shall issue a Release and Discharge of the Agreement to Sanchez for recording. The recording shall be at the sole expense of Sanchez.

(2) If Sanchez fails to comply with the items specified in Section C (6) of the Agreement, Sanchez 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 the terms of the Agreement does not relieve Sanchez of any obligation to comply with any other applicable laws or regulations administered by, through or for RIDEM or any other governmental entity.

- (4) 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 Sanchez may have regarding any new enforcement action commenced by RIDEM after the execution of the Agreement.
- (5) The Agreement shall not operate to shield Sanchez or his assignees, successors in interest, lessees, sublessees, tenants in possession and/or occupants of the Property from liability arising from future activities, as of the date of execution of the Agreement.
- (6) The scope of the Agreement is limited to violations alleged in the NOV.
- (7) Communications regarding the Agreement shall be directed to:

**Tracey D’Amadio Tyrrell**  
RIDEM Office of Compliance and Inspection  
235 Promenade Street  
Providence, RI 02908-5767  
(401) 537-4480

[tracey.tyrrell@dem.ri.gov](mailto:tracey.tyrrell@dem.ri.gov)

**Joseph LoBianco, Esquire**  
RIDEM Office of Legal Services  
235 Promenade Street  
Providence, RI 02908-5767  
(401) 537-4412

[joseph.lobianco@dem.ri.gov](mailto:joseph.lobianco@dem.ri.gov)

**Malcolm Sanchez**  
12 Conway Court  
Wheatly Heights, NY 11798

(401) 389-0537

[MSanchez\\_02@hotmail.com](mailto:MSanchez_02@hotmail.com)

- (a) At any time prior to full compliance with the terms of the Agreement, Sanchez 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/email 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) 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) The Agreement may be amended by agreement of the parties in writing.
- (10) The Agreement shall be deemed entered as of the date of execution by all parties.

SIGNATURES ON FOLLOWING PAGES

Yonatan Mabat

\_\_\_\_\_

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

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

In \_\_\_\_\_, in said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared Yonatan Mabat to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument and the execution thereof, to be his free act and deed.

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

Malcolm Sanchez

\_\_\_\_\_

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

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

In \_\_\_\_\_, in said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared Malcolm Sanchez to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument and the execution thereof, to be his free act and deed.

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



State of Rhode Island, Department of Environmental  
Management

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

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