

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

IN RE: Mohamed Amer
MCA Enterprises, Inc.

FILE NO.: UST 2010-00613

CONSENT AGREEMENT

A. INTENT & PURPOSE

This Agreement is entered by and between the Rhode Island Department of Environmental Management's Office of Compliance & Inspection ("RIDEM") and Mohamed Amer and MCA Enterprises, Inc. (the "Respondents"). This Agreement is entered in accordance with Section 42-17.1-2 et seq. of the Rhode Island General Laws ("R.I.G.L.") for the purpose of resolving the administrative enforcement action set forth in a Notice of Violation ("NOV") issued to the Respondents by RIDEM on November 23, 2010.

B. STIPULATED FACTS

- (1) WHEREAS, the subject property is located at 514 Greenville Avenue in the town of Johnston, Rhode Island (the "Property"). The Property includes a gasoline service station (the "Facility").
- (2) WHEREAS, Mohamed Amer owns the Property.
- (3) WHEREAS, MCA Enterprises, Inc. operates the Facility.
- (4) WHEREAS, Respondents are the owners and/or operators of underground storage tanks ("USTs" or "tanks") that are located on the Property, which tanks are used for storage of petroleum products and which are subject to the DEM Rules and Regulations for Underground Storage Facilities Used for Petroleum Products and Hazardous Materials, as amended (the "UST Regulations").
- (5) WHEREAS, the Facility is registered with DEM in accordance with Section 6.00 of the UST Regulations and is identified as UST Facility No. 00613.
- (6) WHEREAS, on November 23, 2010, RIDEM issued a NOV to the Respondents alleging certain violations of the UST Regulations.

- (7) WHEREAS, the Respondents complied with the Order portion of the NOV.
- (8) WHEREAS, in lieu of proceeding to Superior Court to enforce the NOV and in order to effect a timely and amicable resolution of the NOV, RIDEM and the 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.
- (9) WHEREAS, RIDEM finds that this Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with the UST Regulations.

C. AGREEMENT

- (1) JURISDICTION – RIDEM has jurisdiction over the subject matter of this Agreement and has personal jurisdiction over the Respondents.
- (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. from which no timely appeal was taken, and which is enforceable in Superior Court in accordance with R.I.G.L. Section 42-17.1-2(21)(v).
- (3) APPLICATION – The provisions of this Agreement shall apply to and be binding upon RIDEM, the Respondents and their agents, servants, employees, successors, assigns and all persons, firms and corporations acting under, through and for the Respondents in the performance of work relating to or impacting the requirements of this Agreement.
- (4) PENALTY – Respondents shall pay to RIDEM the sum of **Seven Hundred and Fifty Dollars (\$750.00)** in administrative penalties assessed as follows:
 - (a) Upon execution of the Agreement by the Respondents, the Respondents shall pay to RIDEM the sum of **Seven Hundred and Fifty Dollars (\$750.00)**.
 - (b) Penalties that the respondents agree to pay in this Consent Agreement are payable to and for the benefit of the State of Rhode Island and are not compensation for actual pecuniary loss.
 - (c) The penalty payment shall be in the form of a certified check, payable to the **R.I. General Treasurer – Water and Air Protection Program Account**. All payments shall be delivered to: Chief, RIDEM Office of Compliance and Inspection, 235 Promenade Street, Providence, RI 02908-5767.

D. COMPLIANCE

- (1) EFFECT OF COMPLIANCE – Compliance with and fulfillment of this Agreement shall be deemed to resolve all issues raised in the NOV dated November 23, 2010.

- (2) COMPLIANCE WITH OTHER APPLICABLE LAWS – Compliance with the terms of this Agreement does not relieve the 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) 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 law or regulation, including, but not limited to, the issuance of “Immediate Compliance Orders” as authorized by R.I.G.L. § 42-17.1-2(21). This Agreement shall not restrict any right to hearing or other right available by statute or regulation that the Respondents may have regarding any new enforcement action commenced by RIDEM after the execution of this Agreement.
- (4) FUTURE ACTIVITIES AND UNKNOWN CONDITIONS – This Agreement shall not operate to shield the Respondents from liability arising from future activities, as of the date of execution of this Agreement.
- (5) NOTICE AND COMMUNICATION - Communications regarding this Agreement shall be directed to:
- (a) Tracey Tyrrell, Supervising Environmental Scientist, RIDEM Office of Compliance and Inspection, 235 Promenade Street, Providence, RI 02908-5767. Tel. (401) 222-1360, ext. 7407.
 - (b) Mohamed Amer, 2 Richard Road, North Providence, RI 02911. Tel (410) 263-4889.
- (6) EFFECTIVE DATE – 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.

For MCA Enterprises, Inc.

Date: _____

Mohamed Amer

Date: _____

*For the State of Rhode Island Department of
Environmental Management*

David E. Chopy, Chief
Office of Compliance and Inspection

Date: _____