

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

OFFICE OF COMPLIANCE AND INSPECTION

In Re: **Beatrice C. Ferreira**
 John J. Ferreira
 Lawrence J. Ferreira

File No.: OCI-OWTS-21-58
AAD No.: 23-001/IE

CONSENT AGREEMENT

A. INTENT & PURPOSE

This Consent Agreement (“Agreement”) is entered by and between the Rhode Island Department of Environmental Management (“RIDEM”) and Beatrice C. Ferreira, John J. Ferreira, and Lawrence J. Ferreira (“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 20 February 2023.

B. STIPULATED FACTS

- (1) WHEREAS the property is located at 56 Wood Avenue, Assessor’s Plat 515, Lot 192 in Tiverton, Rhode Island (“Property”).
- (2) WHEREAS Respondents own the Property.
- (3) WHEREAS on 20 February 2023, RIDEM issued a NOV to Respondents alleging certain violations of Rhode Island's Rules Establishing Minimum Standards Relating to Location, Design, Construction, and Maintenance of Onsite Wastewater Treatment Systems (250-RICR-150-10-6) (“OWTS Rules”).
- (4) WHEREAS Respondents requested an administrative hearing with the Administrative Adjudication Division (“AAD”) to contest the NOV.
- (5) WHEREAS AAD is a division of RIDEM.
- (6) WHEREAS on 12 July 2023 Respondents applied to RIDEM (application number 2333-0791) to repair the onsite wastewater treatment system (“OWTS”) on the Property (“Application”).
- (7) WHEREAS on 18 July 2023 RIDEM approved the Application (“Approval”).
- (8) WHEREAS RIDEM finds that the Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with the OWTS Rules.

- (9) 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) 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) **Within 10 days of the receipt of the fully executed Agreement from RIDEM,** Respondents shall record the Agreement in the land evidence records for the Town of Tiverton, Rhode Island and shall provide a copy of the recorded Agreement to RIDEM. Upon receipt of a copy of the recorded Agreement, RIDEM shall issue a Release of the NOV to Respondents to be recorded in the land evidence records for the Town of Tiverton, Rhode Island. The recordings shall be at the sole expense of Respondents.
- (5) Respondents shall complete the following actions to comply with the Order section of the NOV:
- (a) **IMMEDIATELY** take steps to reduce the discharge of wastewater to the OWTS, such as through the installation and use of water conservation devices and fixtures and arrange to have the OWTS pumped by a permitted septage transporter as frequently as necessary to prevent the OWTS from overflowing or breaking out onto the surface of the ground. A list of permitted septage transporters can be obtained by contacting RIDEM's Office of Water Resources – OWTS Permitting at 222-6820 or from RIDEM's web page at:

www.dem.ri.gov/programs/benviron/waste/transpor/septage.pdf.
- (b) **IMMEDIATELY** cease use of any/all laundry washing machine(s) located on the Property. No laundry use is allowed until the OWTS is fully repaired.
- (c) **Within 120 days of execution of the Agreement,** complete the installation of the OWTS in accordance with the Approval as evidenced by the issuance of a Certificate of Conformance by RIDEM.

- (6) Penalty – Respondents shall pay to RIDEM **\$200** in administrative penalties assessed as follows:
- (a) **Upon execution of the Agreement by Respondents**, Respondents shall pay to RIDEM **\$200**.
 - (b) 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.
 - (c) 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 to be provided by RIDEM.
- (7) Respondents provide 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. Respondents 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. Respondents 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 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 Agreement to Respondents for recording. The recording shall be at the sole expense of Respondents.
- (2) If Respondents fail to comply with items specified in subsection C (5) of the Agreement, Respondents shall pay a stipulated penalty of \$500 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 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) 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) The Agreement shall not operate to shield Respondents or their 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:

Stephen Tyrrell, Environmental Scientist IV

RIDEM Office of Compliance and Inspection

235 Promenade Street

Providence, RI 02908-5767

(401) 537-4479

stephen.tyrrell@dem.ri.gov

Joseph LoBianco, Esquire

RIDEM Office of Legal Services

235 Promenade Street

Providence, RI 02908-5767

(401) 537-4412

joe.lobianco@dem.ri.gov

John Ferreira

88 Roseland Terrace

Tiverton, RI 02878

(401) 266-4403

john.ferreira885@gmail.com

- (a) At any time prior to full compliance with the terms of the Agreement, Respondents agree 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) 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.

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

Beatrice C. Ferreira

Dated: _____

STATE OF RHODE ISLAND
COUNTY OF _____

In _____, in said County and State, on this _____ day of _____, 2024, before me personally appeared **Beatrice C. Ferreira** to me known and known by me to be the party executing the foregoing instrument and she acknowledged said instrument and the execution thereof, to be her free act and deed.

Notary Public
My Commission Expires: _____

John J. Ferreira

Dated: _____

STATE OF RHODE ISLAND
COUNTY OF _____

In _____, in said County and State, on this _____ day of _____, 2024, before me personally appeared **John J. Ferreira** 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: _____

Lawrence J. Ferreira

Dated: _____

STATE OF RHODE ISLAND
COUNTY OF _____

In _____, in said County and State, on this _____ day of _____, 2024, before me personally appeared **Lawrence J. Ferreira** 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: _____