

**STATE OF VERMONT
SUPERIOR COURT
ENVIRONMENTAL DIVISION**

Agency of Natural Resources,
Petitioner,

v.

American Retroworks, Inc.,
Respondent.

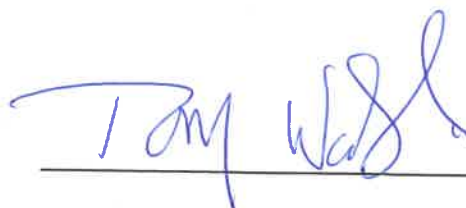
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Docket # 50-4-19 Vtec

ORDER

The Assurance of Discontinuance signed by the Respondent on March 6, 2019, and filed with the Superior Court, Environmental Division, on April 15, 2019, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007(c).

Dated this 16th day of April 2019.



Thomas G. Walsh, Judge
Vermont Superior Court
Environmental Division

STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION

Docket No.

**SECRETARY, VERMONT
AGENCY OF NATURAL RESOURCES,
Plaintiff**

v.

**AMERICAN RETROWORKS, INC.,
Respondent**

VIOLATIONS

1. 10 V.S.A. § 7558(a)(1): operating as a collector or transporter of electronic waste without proper registration.

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of 10 V.S.A. Section 8007, the Secretary (the "Secretary") of the Agency of Natural Resources (the "Agency") and American Retroworks, Inc. (the "Respondent") hereby enter into this Assurance of Discontinuance (the "Assurance"), and stipulate and agree as follows:

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS

1. Respondent is a Delaware corporation doing business within the state of Vermont.
2. Pursuant to 10 V.S.A. §§ 7557 and 7558, Respondent is registered as a collector, transporter, and recycler of electronic waste in the state of Vermont.
3. Respondent's registrations as a collector, transporter, and recycler of electronic waste identify the location of its business operations as 227 Pond Lane, Middlebury, Vermont (the "Pond Lane Property").
4. Respondent collected used flat screen televisions at the Pond Lane Property and sorted them according to their type and condition.

5. Respondent relocated certain flat screen televisions to a property located at 1741 Route 7 South, Middlebury, Vermont (the "Route 7 Property").
6. Respondent had not registered the Route 7 Property as a location for the collection or recycling of electronic waste prior to relocating the flat screen televisions to the Route 7 Property.
7. On November 29, 2017, during a routine inspection of the Pond Lane Property, Respondent informed Agency staff that certain flat screen televisions were stored at the Route 7 Property.
8. On November 29, 2017, Agency personnel observed approximately 380 gaylords of used flat screen televisions being stored at the Route 7 Property.
9. After the site inspection, Respondent registered the Route 7 Property as a location for the collection or recycling of electronic waste.
10. Respondent then removed the used flat screen televisions from the Route 7 Property and withdrew the registration.
11. Respondent admits the factual findings described above, solely for purposes of resolving this case.
12. The Agency alleges that the above conduct constitutes a violation of 10 V.S.A. § 7558(a)(1).

AGREEMENT

Based on the foregoing Statements of Facts and Description of Violations, the parties agree as follows:

- A. For the violation described above, Respondent shall pay a total penalty of \$ 5,000.00.
Payment shall be by check made payable to the "Treasurer, State of Vermont" and forwarded to:

Administrative Assistant
Compliance and Enforcement Division
Agency of Natural Resources
1 National Life Drive, Davis 2
Montpelier, VT 05620-3803

Payment shall be received no later than thirty (30) consecutive calendar days following the

date this Assurance is entered as an Order by signature of the Environmental Division (effective date).

- B. Without formally admitting or denying wrongdoing or liability, Respondent agrees to this settlement of the violations alleged above in order to resolve all outstanding disputes.
- C. Respondent agrees that the violations alleged are deemed proved and established as a "prior violation" in any future state proceeding that requires consideration of Respondent's past record of compliance, such as permit review proceedings and calculating civil penalties under 10 V.S.A. § 8010.
- D. The State of Vermont and the Agency reserve continuing jurisdiction to ensure future compliance with all statutes, rules, and regulations applicable to the facts and violations set forth herein above.
- E. Nothing in this Assurance shall be construed as having relieved, modified, or in any manner affected the Respondent's on-going obligation to comply with all other federal, state or local statutes, regulations or directives applicable to the Respondent in the operation of its business.
- F. This Assurance shall become effective only after it is signed by all parties and entered as an order of the Environmental Division. When so entered by the Environmental Division, this Assurance shall become a judicial order. In the event that such order is vacated, this Assurance shall be null and void.
- G. Respondent shall not be liable for additional civil or criminal penalties with respect to the specific sites and facts described herein occurring before the effective date of the Assurance, provided that Respondent fully complies with the agreements set forth above.
- H. This Assurance sets forth the complete agreement of the parties, and it may be altered,

amended, or otherwise modified only by subsequent written agreements signed by the parties hereto or their legal representatives and incorporated in an order issued by the Environmental Division. Alleged representations not set forth in this Assurance, whether written or oral, shall not be binding upon any party hereto, and such alleged representations shall be of no legal force or effect.

- I. Any violation of any agreement set forth herein will be deemed to be a violation of a judicial order, and may result in the imposition of injunctive relief and/or penalties, including penalties set forth in 10 V.S.A. Chapters 201 and/or 211.
- J. This Assurance is subject to the provisions of 10 V.S.A. §§ 8007 and 8020.


[Signature pages follow.]

SIGNATURES

The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted. Further, I Robin Ingenthron, the undersigned, hereby state under oath that I am the President of American Retroworks, Inc., that I am an authorized representative of this entity, that I have the power to contract on behalf of this entity, and that I have been duly authorized to enter into the foregoing Assurance of Discontinuance on behalf of this entity.

Dated at Montpelier, Vermont, this 6th day of March 2019.

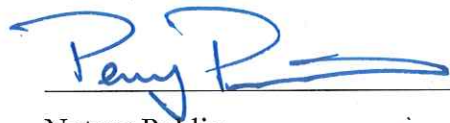
American Retroworks, Inc.

By: 
Robin Ingenthron, President

STATE OF VERMONT

COUNTY OF WASHINGTON, ss.

At Montpelier, Vermont, this 6th, day of March 2019, the above-signatory personally appeared and swore to the truth of the foregoing. Before me,


Notary Public

Term expires: 1/31/21

PENNY PERCIVAL
#157.0001412



The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted.

Dated in Montpelier, Vermont, this 14, day of March 2019.

SECRETARY, AGENCY OF NATURAL RESOURCES

By: Emily Boedecker

Emily Boedecker, Commissioner
Department of Environmental Conservation