

**STATE OF VERMONT  
SUPERIOR COURT  
ENVIRONMENTAL DIVISION**

Agency of Natural Resources,     )  
Petitioner,                             )

v.   )

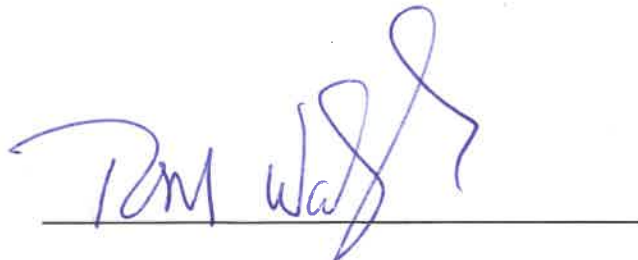
Docket # 27-2-19 Vtec

Central ME & QC Railway US INC.,     )  
Respondent.                             )

**ORDER**

The Assurance of Discontinuance signed by the Respondent on December 26<sup>th</sup>, 2018, and filed with the Superior Court, Environmental Division, on February 11<sup>th</sup>, 2019, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007(c).

Dated this 14<sup>th</sup> day of February 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.**

**CENTRAL MAINE & QUEBEC RAILWAY US INC.,  
Respondent**

**VIOLATIONS**

1. Vermont Hazardous Waste Management Regulation § 7-306(c)(1)(A): failure to properly identify hazardous waste
2. Vermont Hazardous Waste Management Regulation § 7-306(c)(1)(D): failure to label, close, and maintain in good condition containers of hazardous waste
3. Vermont Hazardous Waste Management Regulation § 7-306(c)(1)(I): failure to appropriately address releases of hazardous materials

**ASSURANCE OF DISCONTINUANCE**

Pursuant to the provisions of 10 V.S.A. § 8007, the Secretary (Secretary) of the Agency of Natural Resources (Agency) and the Central Maine & Quebec Railway US Inc. (Respondent), hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

**STATEMENT OF FACTS AND DESCRIPTION OF VIOLATION**

1. Respondent operates a railroad maintenance facility on property it owns at 270 Glen Road, Newport, Vermont (the "Facility").
2. On May 18, 2018, Agency personnel visited the Facility to conduct a compliance inspection.
3. In the work areas adjacent to the railroad tracks, Agency staff observed (a) four unlabeled 55-

- gallon drums containing waste petroleum that were stored neither on impervious surface nor inside a structure that sheds rain and snow, (b) multiple plastic bags that contained petroleum-contaminated track mats, and (c) an open oil catch basin. Soils within and around the work area were stained by previous releases of waste petroleum.
4. Within a dilapidated service building at the Facility, Agency personnel observed multiple containers of various sizes and conditions that contained old paint, coolant, waste oil, railroad torpedoes (a coin-sized explosive device), and other unidentified hazardous wastes and materials.
  5. The Agency alleges that the above conduct constitutes violations of Vermont Hazardous Waste Management Regulation §§ 7-306(c)(1)(A), 7-306(c)(1)(D), and 7-306(c)(1)(I).
  6. The Agency issued Respondent a notice of alleged violation on May 31, 2018, directing Respondent to investigate and remediate all contaminated soil and ensure that all hazardous waste and hazardous materials are properly identified and managed through a waste management plan.
  7. Respondent completed the required remediation in July 2018, removing over 10 tons of oil-contaminated and hazardous materials from the property.
  8. Respondent then submitted a spill summary report on August 30, 2018, and a waste management plan on October 3, 2018.
  9. Respondent admits the factual findings described above solely for purposes of resolving this case.

#### AGREEMENT

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

- A. For the violations described above, Respondent shall pay a total penalty of \$12,000.00. Payment shall be by check made payable to the "Treasurer, State of Vermont" and forwarded to:

Administrative Assistant  
Agency of Natural Resources  
Environmental Compliance Division  
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 of the Superior Court (the 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 of the Superior Court (the "Effective Date"). 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.



SIGNATURES

The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted. Further, I, Ryan Rattledge, undersigned, hereby state under oath that I am the CEO of Central Maine & Quebec Railway US Inc. and an authorized representative of Central Maine & Quebec Railway US Inc., that I have the power to contract on behalf of that entity, and that I have been duly authorized to enter into the foregoing Assurance of Discontinuance on behalf of that entity.

Dated at BANGOR, MAINE, Vermont, this 26 day of DEC, 2018

CENTRAL MAINE & QUEBEC RAILWAY US INC.

By: Ryan Rattledge  
Ryan Rattledge  
President & CEO

maine  
STATE OF VERMONT  
COUNTY OF Penobscot, SS.

At BANGOR, MAINE, Vermont this 26 day of December, 2018 the above signatory personally appeared and swore to the truth of the foregoing and acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of the Central Maine & Quebec Railway US Inc. Before me,

Lynne E. Labonte  
Notary Public

Term Expires: Lynne E. Labonte  
Notary Public • State Of Maine  
My Commission Expires February 4, 2021

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

Dated at Montpelier, Vermont, this 8, day of January 2019

SECRETARY, AGENCY OF NATURAL RESOURCES

By:   
Emily Boedecker, Commissioner  
Department of Environmental Conservation