

STATE OF VERMONT
SUPERIOR COURT
ENVIRONMENTAL DIVISION

Agency of Natural Resources,)
Petitioner,)
v.)
Senesac Septic and)
Sewer Service, LLC,)
Respondent.)

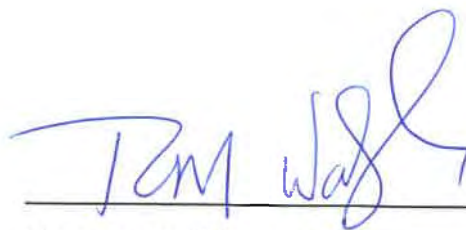
Docket # 128-11-18 Vtec

ORDER

Based on the agreement of the parties in Paragraph F of the Assurance of Discontinuance filed on April 15, 2019, the Administrative Order in the above captioned matter issued by the Secretary of the Agency of Natural Resources on August 21, 2018, is hereby vacated.

The Assurance of Discontinuance signed by the Respondent on March 8, 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), concluding this case.

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. 128-11-18 Vtec**

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

v.

**SENESAC SEPTIC AND SEWER SERVICE, LLC,
Respondent**

VIOLATIONS

1. 10 V.S.A. § 6607a: Failure to obtain a waste transporter permit
2. 3 V.S.A. § 2822(j)(33): Failure to submit septage management fee
3. Solid Waste Management Rules § 6-703(e): Failure to submit quarterly reports of waste management activities

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of 10 V.S.A. Section 8007, the Secretary (Secretary) of the Agency of Natural Resources (Agency) and Senesac Septic and Sewer Service, LLC (Respondent) hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS

1. Respondent is a Vermont limited liability with a principal place of business at 954 Decker Road, Georgia, Vermont.
2. Respondent is a commercial hauler of solid waste that transports septage within the State for disposal.
3. Under 10 V.S.A. § 6607a, Respondent is required to obtain a Vermont Waste Transporter Permit from the Secretary prior to transporting septage upon public highways in the State.
4. Between 2012 and 2017, Respondent transported septage on Vermont highways without a Vermont Waste Transporter Permit, in violation of 10 V.S.A. § 6607a.

5. Under 3 V.S.A. § 2822(j)(33), effective July 1, 2015, Respondent must submit to the Secretary a fee equal to \$10 per 1,000 gallons of septage managed, which includes all septage disposed of in Vermont regardless of its location of origin, and all septage generated in Vermont regardless of its location of disposal.
6. Between October 1, 2012, and December 31, 2018, Respondent disposed of 1,520,500 gallons of septage at the Town of Shelburne Wastewater Treatment Facility #2. Between October 1, 2012 and December 31, 2016 and during July and August 2017 when Respondent did not hold a Vermont Waste Transporter Permit, Respondent disposed of 992,500 gallons of septage at the Town of Shelburne Wastewater Treatment Facility #2. Between July 1, 2015, when 3 V.S.A. § 2822(j)(33) became effective, and December 31, 2018, Respondent disposed of 859,000 gallons of septage at the Town of Shelburne Wastewater Treatment Facility #2.
7. Between October 1, 2012, and May 30, 2014, Respondent disposed of 168,500 gallons of septage at the Town of Richmond Wastewater Treatment Facility.
8. Between April 1, 2012, and December 31, 2013, Respondent disposed of 80,500 gallons of septage at the City of South Burlington – Airport Parkway Wastewater Treatment Facility.
9. Between January 1, 2016 and December 31, 2016, Respondent disposed of 143,857 (rounded to 144,000) gallons of septage at the Town of Milton Wastewater Treatment Facility.
10. Respondent failed to submit a fee of \$10,140.00 in connection with the septage disposal at the Town of Shelburne Wastewater Treatment Facility #2 (859,000 gallons) and the Town of Milton Wastewater Treatment Facility (144,000 gallons) during the period of July 1, 2015 to December 31, 2018, in violation of 3 V.S.A. § 2822(j)(33).
11. Solid Waste Management Rules § 6-703(e) requires that Respondent submit to the Secretary quarterly reports of its waste management activities.
12. Respondent failed to submit quarterly reports of its waste management activities between January 1, 2014 and December 31, 2018, in violation of Solid Waste Management Rules § 6-703(e). The Agency does not require Respondent to submit the quarterly reports for its waste management activities between January 1, 2014 and December 31, 2018.
13. On January 12, 2017, Respondent obtained a Vermont Waste Transporter Permit that expired on June 30, 2017. On September 19, 2018, Respondent obtained a Vermont Waste Transporter Permit.

14. Respondent admits the factual findings described above, solely for purposes of resolving this case.
15. The Agency alleges that the above conduct constitutes a violation of 10 V.S.A. § 6607a, 3 V.S.A. § 2822(j)(33), and Solid Waste Management Rules § 6-703(e).

AGREEMENT

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

- A. Respondent shall submit to the Agency's Waste Management and Prevention Division a fee of \$10 per 1000 gallons of septage that Respondent managed during the period between July 1, 2015, and December 31, 2018, including, but not limited to the \$10,140.00 fee due in connection with the septage disposed of during that period at the Town of Shelburne Wastewater Treatment Facility #2 and the Town of Milton Wastewater Treatment Facility. Payment shall be made as follows: \$3,000.00 shall be received no later than June 1, 2019; \$476.00 shall be received by July 1, 2019 and by the first of each subsequent month for fourteen months with the final outstanding fee payment due no later than September 1, 2020. The fee payment shall be submitted to:

Eamon Twohig
Residual Waste & Emerging Contaminants Program
Waste Management & Prevention Division
1 National Life Drive, Davis 1
Montpelier, VT 05620-3704

- B. For the violations described above, Respondent shall pay a total penalty of \$11,460.00. Payment shall be made in twenty (20) monthly installments of \$573.00 starting October 1, 2020 and by the first of each subsequent month with the final payment due no later than May 1, 2022. Penalty 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

- C. In the event Respondent fails to make any payment on time as set forth in Paragraphs A or B, the Secretary shall have the authority to accelerate all the remaining payments in Paragraphs A and B and make them due and payable immediately. The decision to invoke this acceleration provision shall be in the sole discretion of the Secretary, and a decision not to invoke this provision shall not be deemed a waiver of the provision's future use.
- D. Respondent shall stay current in submitting quarterly fees to the Agency's Waste Management and Prevention Division equal to \$10 per 1,000 gallons of septage managed in accordance with 3 V.S.A. § 2822(j)(33).
- E. Respondent shall comply with the terms and conditions of the Vermont Waste Transporter Permit issued on January 12, 2017, including submitting annual renewal applications by May 1, 2019, and annually thereafter, and submitting quarterly reports of waste management activities as required by the permit and the Solid Waste Management Rules § 6-703(e) by April 15, 2019 and quarterly thereafter.
- F. The parties intend that this agreement, upon being accepted by the Court, shall fully resolve and result in the dismissal of the pending Administrative Order filed in the Superior Court, Environmental Division, in Docket Number 128-11-18 Vtec. for this matter.
- G. 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.
- H. 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.

- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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.

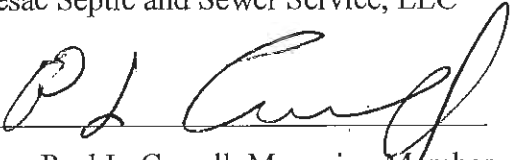
O. This Assurance is subject to the provisions of 10 V.S.A. §§8007 and 8020.

SIGNATURES

The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted. Further, I Paul L. Carroll, the undersigned, hereby state under oath that I am the Managing Member of Senesac Septic and Sewer Service, LLC, and an authorized representative of Senesac Septic and Sewer Service, LLC, and 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 3/8/19, Vermont, this 8th day of March 2019.

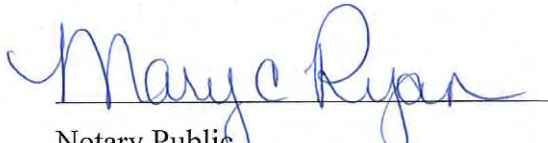
Senesac Septic and Sewer Service, LLC

By: 
Paul L. Carroll, Managing Member

STATE OF VERMONT

COUNTY OF Franklin, ss.

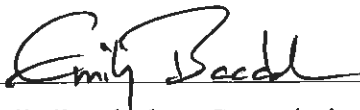
At Georgia, Vermont, this 8, day of March 2019, the above-signatory personally appeared and swore to the truth of the foregoing. Before me,


Notary Public
Term expires: 1/31/21

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, Commissioner
Department of Environmental Conservation