

**STATE OF VERMONT
SUPERIOR COURT
ENVIRONMENTAL DIVISION**

Agency of Natural Resources,
Petitioner,

v.

Two Go Dry Cleaning, Inc.,
Respondent.

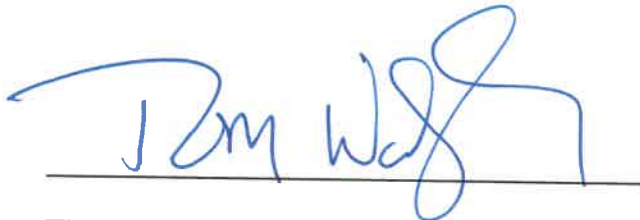
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Docket # 137-12-19 Vtec

ORDER

The Assurance of Discontinuance signed by the Respondent on October 23, 2019, and filed with the Superior Court, Environmental Division, on December 19, 2019, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007(c).

Dated this 20th day of December 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.

TWO GO DRY CLEANING, INC.,
Respondent

VIOLATIONS

1. Vermont Air Pollution Control Regulation (VAPCR) §5-253.11(d)(2): Failure to store perchloroethylene or perchloroethylene waste in a tightly sealed container.
2. VAPCR §5-253.11(d)(3): Failure to maintain a dry cleaning system to prevent perceptible leaks of perchloroethylene.
3. VAPCR §5-253.11(f)(1)(iii): Failure to record the temperature at the outlet of the refrigerated condenser.
4. VAPCR §5-253.11(f)(2): Failure to provide records to the Air Pollution Control Officer upon request.

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 Two Go Dry Cleaning, Inc. (Respondent) hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS

1. Respondent owns and operates a dry cleaning business, known as Greers Dry Cleaners, located at 27 Sears Lane in Burlington, VT, SPAN # 11403519511 (the facility).
2. On December 6, 2018, Agency personnel with the Air Quality & Climate Division (AQCD) conducted an inspection of the facility.
3. During the December 6, 2018 inspection, Agency personnel observed the following:

- a) Waste containing perchloroethylene was not being properly stored in tightly sealed containers;
 - b) By failing to store waste containing perchloroethylene in tightly sealed containers, Respondent violated VAPCR §5-253.11(d)(2).
 - c) Perceptible leaks of perchloroethylene vapor were detected from three specific components of the dry cleaning machines;
 - d) By failing to maintain the dry cleaning system to prevent perceptible leaks of perchloroethylene, Respondent violated VAPCR §5-253.11(d)(3).
 - e) Records of the weekly monitoring of the temperature at the outlet of the refrigerated condenser were not available for review;
 - f) By failing to record the date and results of weekly monitoring of the temperature at the outlet of the refrigerated condenser, the Respondent violated VAPCR §5253.11(f)(1)(iii).
 - g) Records of weekly leak inspections and monthly perchloroethylene purchase records were not available for review;
 - h) By failing to keep inspection and purchase records available for review, the Respondent violated VAPCR §5-253.11(f)(2).
4. On December 13, 2018, the Agency issued a Notice of Alleged Violation (NOAV) informing the Respondent of the violations observed at the facility and providing specific compliance directives.
5. On December 19, 2018, Agency personnel performed a follow-up inspection of the facility. During the follow-up inspection, Agency personnel observed:
- a) Waste containing perchloroethylene was not being properly stored in tightly sealed containers;
 - b) By failing to store waste containing perchloroethylene in tightly sealed containers, Respondent violated VAPCR §5-253.11(d)(2).
 - c) Perceptible leaks of perchloroethylene vapor were detected from three specific components of the dry cleaning machines;
 - d) By failing to maintain the dry cleaning system to prevent perceptible leaks of perchloroethylene, Respondent violated VAPCR §5-253.11(d)(3).

6. On January 23, 2019, Agency personnel performed a second follow-up inspection of the facility. During the second follow-up inspection, Agency personnel observed significant leaks of perchloroethylene vapors from the dry cleaning system. By failing to maintain the dry cleaning system to prevent perceptible leaks of perchloroethylene, Respondent violated VAPCR §5-253.11(d)(3).
7. To date, the Respondent has failed to return the facility to full compliance with the VAPCR.
8. Respondent admits to the factual findings described above, solely for purposes of resolving this case.
9. The Agency alleges that the above conduct constitutes violations of VAPCR §§5253.11(d)(2); 5-253.11(d)(3); 5-253.11(f)(1)(iii); and 5-253.11(f)(2).

AGREEMENT

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

- A. For the violations described above, Respondent shall pay a total penalty of \$8,000.00. Payment shall be by check made payable to the "Treasurer, State of Vermont" and forwarded to:

Administrative Services Coordinator
Environmental Compliance 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 Superior Court, Environmental Division (Environmental Division) (effective date).

- B. Respondent shall ensure that all perchloroethylene containing waste is properly stored in a tightly sealed container.
- C. Respondent shall immediately verify the effectiveness of the repairs it made to its dry cleaning processing units by checking the leak locations with a hand-held detector or bubble solution.

- D. No later than seven (7) consecutive calendar days following the effective date of this Assurance, Respondent shall submit written documentation to the AQCD identifying the results of the verification check required in paragraph C above.
- E. Respondent shall ensure that all future leaks are repaired within 24 hours of detection, or if repair parts must be ordered, the order shall be initiated within two working days of detecting the leaks. Respondent shall also ensure that ordered parts are installed within five working days after receipt of the parts.
- F. Respondent shall record the results of weekly monitoring of the temperature at the outlet of the refrigerated condenser in accordance with VAPCR §§5-253.11(e)(2) and 5-253.11(f)(1)(iii).
- G. Respondent shall maintain records of perchloroethylene purchases and the results of weekly leak inspections in accordance with VAPCR §§5-253.11(f)(1)(i) and 5-253.11(f)(1)(ii) respectively.
- H. Respondent shall ensure that all records are available for inspection during normal business hours at either the Sears Lane production facility or its business office at 1233 Shelburne Road, South Burlington, VT.
- I. Respondent shall comply with the VAPCR, and any other applicable permit and environmental law, in the construction, operation, and maintenance of Respondent's facility.
- J. 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.
- K. 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.
- L. 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 hereinabove.
- M. 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 their business.

- N. 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, the Assurance shall be null and void.
- O. The Respondent shall not be liable for additional civil or criminal penalties with respect to the specific facts described herein occurring before the effective date of the Assurance, provided that the Respondent fully complies with the agreements set forth above.
- P. 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.
- Q. 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.
- R. This Assurance is subject to the provisions of 10 V.S.A. Sections 8007 and 8020.

SIGNATURES

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

I, Timothy P. O'Brien, the undersigned, hereby state under oath that I am the Treasurer of Two Go Dry Cleaning, Inc. and am an authorized representative of Two Go Dry Cleaning, 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 South Burlington, Vermont, this 23 day of October 2019.

Two Go Dry Cleaning, Inc.
x By: [Signature]
Timothy P. O'Brien, Inc., Treasurer

STATE OF VERMONT

COUNTY OF CHITTENDEN, ss.

At South Burlington, Vermont, this 23rd day of October 2019, 2019,
the above-signatory personally appeared and swore to the truth of the foregoing. Before me,

x [Signature]
Notary Public Eve Tuttle
Term expires: Notary Public State of Vermont
Commission Expires: 01/31/2021
Commission No. 0003861

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

Dated at Montpelier, Vermont, this 13 day of November 2019.

SECRETARY, AGENCY OF NATURAL RESOURCES

BY: [Signature]
Emily Boedecker, Commissioner
Department of Environmental Conservation