

**STATE OF VERMONT
SUPERIOR COURT
ENVIRONMENTAL DIVISION**

Agency of Natural Resources,
Petitioner,

v.

Petrogas Group New England, Inc.,
Respondent.

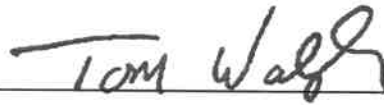
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Docket # 28-3-20 Vtec

ORDER

The Assurance of Discontinuance signed by the Respondent on February 13, 2020, and filed with the Superior Court, Environmental Division, on March 30, 2020, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007(c).

Dated this 31st day of March 2020.



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.

PETROGAS GROUP NEW ENGLAND INC.,
Respondent

VIOLATIONS

1. Vermont Underground Storage Tank Rules § 8-505(c): failure to maintain interstitial spaces free of liquids
2. Vermont Underground Storage Tank Rules § 8-103(b)(4): failure to report a suspected release of hazardous material
3. Vermont Underground Storage Tank Rules §§ 502(c), 8-505(h), and 8-509(a): failure to maintain records of monthly inspections, records of weekly release detection monitoring activities, and records of maintenance, repair, and monitoring activities

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of 10 V.S.A. § 8007, the Secretary (the "Secretary") of the Agency of Natural Resources (the "Agency") and Petrogas Group New England 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 owns and operates the Applegreen gas station (the "Facility") on Rockingham Street in Bellows Falls, Vermont (the "Property").
2. The Facility includes three 8,000-gallon underground storage tanks ("USTs") that contain gasoline. Two USTs contain regular unleaded gasoline while the other contains super unleaded gasoline.
3. The USTs are subject to a Permit dated October 10, 2017, which requires that the USTs be operated in accordance with all applicable requirements of the Vermont Underground Storage

Tank Rules (the "UST Rules").

4. On November 28, 2018, Agency personnel conducted a routine inspection of the Facility and observed that the tank-top piping sumps for each of the USTs contained between 1-3 inches of liquid and that the equipment was highly corroded and stained from chronic water intrusion into the sumps.
5. The Agency alleges that the above conduct constitutes a violation of UST Rules § 8-505(c).
6. While inspecting the UST containing super unleaded gasoline, Agency personnel also detected a strong gasoline odor and observed a petroleum sheen in the sediment surrounding the tank-top piping sump, along with a rubber gasket that was compromised and disintegrated.
7. The Respondent had not reported to the Agency the presence of odors or the suspicion of a release from the UST containing super unleaded gasoline.
8. The Agency alleges that the above conduct constitutes a violation of UST Rules § 8-103(b)(4).
9. During the inspection, Respondent was unable to produce records demonstrating that it was performing weekly leak detection monitoring activities, monthly inspections, and maintenance, repair, and monitoring activities.
10. The Agency alleges that the above conduct constitutes a violation of UST Rules §§ 502(c), 8-505(h), and 8-509(a).
11. The Agency issued Respondent a notice of alleged violation on December 31, 2018, directing Respondent to remove the liquid from the tank-top sumps, remedy the cause of water infiltration, and begin performing and documenting the required inspection and monitoring activities.
12. Respondent subsequently installed replacement covers with water-tight adaptor rings on each of the UST tank-top piping sumps and submitted to the Agency documentation demonstrating a return to compliance with the inspection, monitoring, and recordkeeping requirements.
13. 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 Violations, the parties agree as follows:

- A. For the violation described above, Respondent shall pay a total penalty of \$ 15,750. 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 Effective Date of this Assurance.

- 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. 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.
- E. This Assurance shall become effective only after it is signed by all parties and entered as an order of the Superior Court, Environmental Division (the "Effective Date"). When so entered by the Superior Court, Environmental Division, this Assurance shall become a judicial order. In the event that such order is vacated, this Assurance shall be null and void.

- F. 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 this Assurance, provided that Respondent fully complies with the agreements set forth herein.
- G. This AOD is limited to the release and hazardous materials identified in Paragraph 6. If new facts or conditions not expressly identified in this AOD are discovered concerning the extent of risk or hazard or environmental or human health impact presented at the site, the Agency shall retain the right to require implementation by Respondent of corrective action measures in accordance with 10 V.S.A. § 6615b and the Investigation and Remediation of Contaminated Properties Rule (the "I-Rule"), including all locations potentially affected by the site.
- 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 Superior Court, 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 the agreements 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 follow.]

SIGNATURES

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

Further, I Trevor Moore, the undersigned, hereby state under oath that I am the President of Petrogas Group New England Inc., and that I am an authorized representative of that entity, 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 Shrub Oak, New York, this 13 day of February 2020.

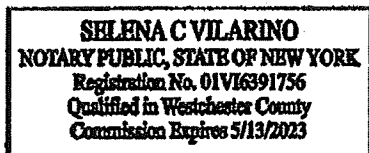
PETROGAS GROUP NEW ENGLAND INC.

By: Trevor Moore

Trevor Moore, President

STATE OF NEW YORK
COUNTY OF Westchester, SS.

At Shrub Oak, New York this 13 day of February, 2020, the above signatory personally appeared, signed, and swore to the truth of the foregoing. Before me,



Notary Public State of New York

Printed Name Selena Vilarino

Commission No. 01VI6391756

My Commission Expires 5/13/2023

Selena Vilarino

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

Dated at Montpelier, Vermont, this 21, day of February 2020.

SECRETARY, AGENCY OF NATURAL RESOURCES

By: Kim P. Greenwood for

Emily Boedecker, Commissioner
Department of Environmental Conservation