

STATE OF VERMONT
SUPERIOR COURT
ENVIROMENTAL DIVISION

ANR v Standard Milk, LLC

20-ENV-00030

ORDER

The Assurance of Discontinuance, signed by the Respondent(s) on the 30th day of September, 2020 and filed with the Superior Court, Environmental Division, on the 23rd day of November, 2020, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007(c).

Electronically Signed: 11/25/2020 8:25 AM pursuant to V.R.E.F. 9(d).

A handwritten signature in black ink that reads "Tom Walsh" with a stylized flourish at the end.

Thomas G. Walsh, Judge
Superior Court, Environmental Division

STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION

Docket No.

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

v.

**STANDARD MILK, LLC,
Respondent**

VIOLATIONS

1. 10 V.S.A. §1259(a): Unpermitted discharge into waters of the State

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of 10 V.S.A. §8007, the Secretary (“Secretary”) of the Agency of Natural Resources (“Agency”) and Standard Milk, 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 owns and operates a certified small farm operation located at 2438 South Bingham Road, Cornwall, Vermont, SPAN # 162-051-10465 (“CSFO”).
2. A stream is located approximately 100 feet to the south of an manure pit closest to the main farm building (“Upper Pit”), and approximately 300 feet to the southeast of a manure pit further from the main farm building (“Lower Pit”).
3. The stream is a water of the State.

4. On December 12, 2019, Vermont Agency of Agriculture, Food, and Markets (“AAFM”) staff visited the CSFO and observed manure overflowing the berm of the Upper Pit. AAFM staff observed manure flowing from the upper pit in a southwest direction for approximately 300 feet and discharging to the stream. AAFM staff did not observe manure overflowing from the lower pit.
5. On December 13, 2019, Respondent stated to AAFM staff that a custom applicator had arrived at the CSFO and spread 15 loads of manure out of the Upper Pit.
6. Respondent did not have a permit for the observed discharge.
7. The Agency alleges that the above conduct constitutes violations of 10 V.S.A. §1259(a).
8. Respondent admits the factual findings described above, solely for purposes of resolving this case.

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 \$6,500.00. Payments shall be made in twelve (12) monthly installments as follows: Initial payment of \$1,000.00 shall be received no later than sixty (60) days following the date this Assurance is entered as an Order by signature of the Superior Court, Environmental Division. All subsequent monthly payments of \$500.00 shall be received no later than the fifteenth (15th) calendar day of each consecutive month thereafter. Payment shall be made by either:
 1. Check made payable to “Treasurer, State of Vermont” and forwarded to:

Administrative Services Coordinator
Environmental Compliance Division
Agency of Natural Resources
1 National Life Drive, Davis 3
Montpelier, VT 05620-3803

Or

2. Credit card or electronic check payment through the Agency's online system at:

https://anronline.vermont.gov/?formtag=ANR_EnforcementPenaltyPayment

In the event that Respondent fails to make any payment on time as set forth above, the Secretary shall have the authority to accelerate all the remaining payments 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.

- 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 their business.
- F. This Assurance shall become effective only after it is signed by all parties and entered as an order of the Superior Court, Environmental Division. 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.

- G. 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 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 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 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.

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

[Signatures on following pages.]

SIGNATURES

The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted. Further, I, Ramsay Mellish, the undersigned, hereby state under oath that I am a Managing Partner of Standard Milk, LLP, that I have the power to contract on behalf of Standard Milk, LLP, and that I have been duly authorized to enter into the foregoing Assurance of Discontinuance on behalf of that entity.

Dated at MIDDLEBURY, Vermont, this 30 day of SEPTEMBER, 2020.

STANDARD MILK, LLC

By: *Ramsay Mellish*
Ramsay Mellish

STATE OF VERMONT
COUNTY OF Addison, SS.

At Middlebury, Vermont this 30 day of September, 2020,
the above signatory personally appeared, signed, and swore to the foregoing, before me,



Lacey Zalubski
Notary Public State of Vermont

Lacey Zalubski
Printed Name

Commission No. 157.0011253

My Commission Expires: 1/31/21

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

Dated in Montpelier, Vermont, this 22nd, day of October, 2020.

SECRETARY, AGENCY OF NATURAL RESOURCES



By:

Peter Walke, Commissioner
Department of Environmental Conservation