

STATE OF VERMONT  
SUPERIOR COURT  
ENVIROMENTAL DIVISION

ANR v Companion

21-ENV-00011

ORDER

The Assurance of Discontinuance, signed by the Respondent(s) on the 12th day of January, 2021 and filed with the Superior Court, Environmental Division, on the 26th day of February, 2021, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007(c).

Electronically Signed: 3/1/2021 4:34 PM 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.**

**RODNEY COMPANION,  
Respondent**

**VIOLATIONS**

1. 10 V.S.A. § 6607a(d): Commercial Hauler Transporting Waste Without a Permit

**ASSURANCE OF DISCONTINUANCE**

Pursuant to the provisions of 10 V.S.A. §8007, the Secretary (“Secretary”) of the Agency of Natural Resources (“Agency”) and Rodney Companion (“Respondent”) hereby enter into this Assurance of Discontinuance (“Assurance”), and stipulate and agree as follows:

**STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS**

1. Respondent, d/b/a Rodney’s Rubbish, owns and operates a commercial waste transporter business located at 3801 Waterbury-Stowe Road, Waterbury Center, Vermont, SPAN # 696-221-10366.
2. On October 3, 2014, the Agency issued a Solid Waste Transporter Permit (“Permit”) to Respondent with a June 30, 2019 expiration date.
3. The Permit required that Respondent submit an Annual Statement to the Agency prior to May 1 of each permit year in order to maintain the validity of the Permit.
4. Respondent failed to submit an Annual Statement prior to May 1, 2018.

5. The Permit expired on June 30, 2018 due to Respondent's failure to submit an Annual Statement.
6. On August 20, 2018, the Agency issued a Notice of Alleged Violation ("NOAV") of 10 V.S.A. § 6607a for failure to renew the Permit.
7. The NOAV informed Respondent that he was no longer authorized to transport waste on any public highway in Vermont.
8. Respondent continued to transport waste without a Permit on Vermont public highways until he submitted the required Annual Statement on November 15, 2018.
9. On November 15, 2018, the Agency approved Respondent's Permit renewal application.
10. The Agency alleges that the above conduct constitutes violations of 10 V.S.A. § 6607a(d).
11. 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 \$27,934.00. Payments shall be made in twenty-four (24) monthly installments as follows: Initial payment of \$10,000.00 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 \$747.25 shall be received no later than the fifteenth (15<sup>th</sup>) 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](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.

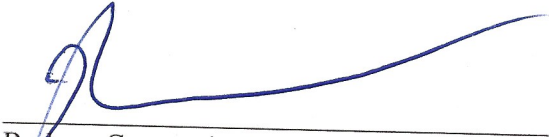
*[Signatures on following pages.]*

**SIGNATURES**

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

Dated at VSECU-Waterbury, Vermont, this 12 day of January, 2021.

**RODNEY COMPANION**

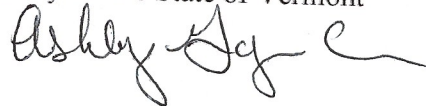
  
\_\_\_\_\_  
Rodney Companion

STATE OF VERMONT

COUNTY OF Washington, SS.

At VSECU-Waterbury, Vermont this 12 day of January, 2021,  
the above signatory personally appeared, signed, and swore to the foregoing, before me,

Notary Public State of Vermont



Printed Name

Ashley Gonyaw-Coon

Commission No.

157.0009986

My Commission Expires:

1/31/2023

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

Dated in Montpelier, Vermont, this 20th, day of January, 2021.

**SECRETARY, AGENCY OF NATURAL RESOURCES**

By:   
\_\_\_\_\_  
Peter Walke, Commissioner  
Department of Environmental Conservation