

STATE OF VERMONT
SUPERIOR COURT
ENVIRONMENTAL DIVISION

ANR v Gray's Paving and Asphalt, Inc.

24-ENV-00042

AOD ORDER

The Assurance of Discontinuance, signed by the Respondent(s) on the 10th day of April, 2024 and filed with the Superior Court, Environmental Division, on the 20th day of May, 2024, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007(c).

Electronically signed July 23, 2024 pursuant to V.R.E.F. 9(D).

A handwritten signature in black ink that reads "Tom Walsh". The signature is stylized and cursive.

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.

**Gray's Paving and Asphalt, Inc.,
Respondent**

VIOLATION

1. Air Pollution Control Permit to Construct and Operate #AOP-13-016, Condition 17: Exceedance of Particulate Matter Emissions (Filterable PM Emissions and Total PM Emissions)

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of 10 V.S.A. § 8007, the Secretary (Secretary) of the Agency of Natural Resources (Agency) and Gray's Paving and Asphalt Plant, Inc. (Respondent) hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATION

1. Respondent owns and operates a hot mix asphalt plant located at 3267 VT Rt 14 North in Coventry, Vermont (the "Facility").
2. The Facility is subject to Air Pollution Control Permit to Construct and Operate #AOP-13-016 issued on April 26, 2019 (the "Permit").
3. Condition 17 of the Permit contains limits for emissions of particulate matter from the facility.
4. On July 7, 2021, Respondent conducted emissions testing in accordance with the requirements of the Permit. The test results revealed the following:

- a. Respondent had exceeded the total filterable particulate matter emission limits which are set at **0.020 gr/dscf** (grains per dry standard cubic foot of exhaust air) under Condition 17. The Facility's emissions were 0.055 gr/dscf.
 - b. Respondent had exceeded the total particulate matter emission limits which are set at **0.04 gr/dscf** for under Condition 17. The Facility's emissions were 0.058 gr/dscf.
5. On September 23, 2021, Respondent conducted a re-test of the facility's emissions. The test results revealed that the facility had exceeded the total filterable particulate matter emission limits which are set at **0.020 gr/dscf** (grains per dry standard cubic foot of exhaust air) under Condition 17. The Facility's emissions were 0.065 gr/dscf.
 6. On July 26, 2022, Respondent conducted a re-test of the facility's emissions. The test results demonstrated the facility's emissions to be in compliance with the emission limits for both filterable and total particulate matter:
 7. Respondent admits the factual findings described above, solely for purposes of resolving this case.
 8. The Agency alleges that the above conduct constitutes a violation of Condition 17 of the Permit.

AGREEMENT

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

- A. For the violations described above, Respondent shall pay a total penalty of \$9,000.00.

Payment shall be made by either:

1. Check made payable to the "Treasurer, State of Vermont" and forwarded to:

Administrative Services Coordinator
Environmental Compliance Division - Enforcement
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

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 (effective date).

- 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. 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 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.
- H. 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.
- I. 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, [corporate officer name], the undersigned, hereby state under oath that I am the [corporate title] of the [corporation name] and an authorized representative of the [corporation name], 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 Newport, Vermont, this 10 day of April, 2024.

Gray's Paving and Asphalt, Inc.

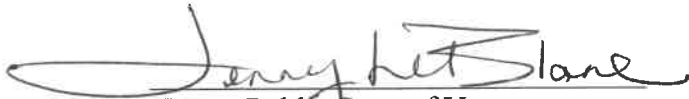
By: 

Mark Gray, President

STATE OF VERMONT
COUNTY OF Orleans, SS.

At Newport, Vermont, this 10 day of April, 2024, the above signatory personally appeared, signed, and swore to the foregoing, before me,




Notary Public State of Vermont

Printed Name JENNY LeBLANC


Commission No. 157.0011848

My Commission Expires 1/31/2025

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

Dated at Montpelier, Vermont, this 18, day of April 2024.

SECRETARY, AGENCY OF NATURAL RESOURCES

By: 

Heather Pembroke, Deputy Commissioner
Department of Environmental Conservation