

STATE OF VERMONT

Superior Court

Environmental Division
Docket No.

Natural Resources Board,)
Petitioner)
v.)
Eagles Place, LLC)
c/o Champlain College, Inc.,)
Respondent)

**ASSURANCE OF
DISCONTINUANCE**

VIOLATION

Failure to obtain a Land Use Permit amendment pursuant to Act 250 Rule 34(A)

or

Failure to obtain Findings and Conclusions pursuant to 10 VSA § 6086(b)

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of 10 V.S.A. § 8007, the Natural Resources Board (Board) and Eagles Place, LLC (Respondent) hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATION

1. The Project is located at 194 St. Paul Street (the Project Tract), in a Downtown Development District designated by the State pursuant to Title 24 Chapter 76A in Burlington, Vermont.
2. The Project Tract is subject to Act 250 Land Use Permit 4C0515 (series), as amended (the Permit).
3. On April 9, 2015, the Respondent filed an application (number 4C0515-17) for a project generally described as the demolition of an existing building and two parking lots; merging of three lots; and construction of a six story, mixed use building containing 104 residential apartments, 4,200 s.f. of ground level retail space, and two enclosed parking lots with 66 vehicle spaces.
4. On April 29, 2015, Respondent commenced demolition of the building without obtaining approval from the Commission.
5. By May 18, 2015, interior demolition was substantially completed, and interior demolition debris had been hauled off-site for disposal.
6. On June 11, 2015, the District 4 Environmental Commission approved the application under 10 V.S.A. § 6086(b).

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7. Respondent failed to obtain either a Permit Amendment pursuant to Act 250 Rule 34(A) or Findings and Conclusions from the District 4 Environmental Commission pursuant to 10 V.S.A. § 6086(b), prior to the commencement of the demolition.

AGREEMENT

Based on the aforementioned Statement of Facts and Description of Violation, the parties hereby agree as follows:

- A. Respondent shall comply with Permit series # 4C0515.
- B. No later than 30 days following the entry of this Assurance as an Order by the Superior Court, Environmental Division, the Respondent shall pay the following:
 1. pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of **\$4,500.00**, for the violations noted herein, by check made payable to the "State of Vermont."
 2. pursuant to 10 V.S.A. § 8010(e)(2), the amount of **\$376.55**, to reimburse the Natural Resources Board for the costs of this enforcement action by check made payable to the "State of Vermont."
 3. the amount of **\$10.00**, for the purpose of paying the recording fee for the filing of a notice of this Assurance in the City of Burlington land records, by check made payable to the "City of Burlington, Vermont."
- C. All payments and documents required by this Assurance shall be sent to the following address unless otherwise noted:

Natural Resources Board
Dewey Building
1 National Life Drive
Montpelier, Vermont 05620-3201
- D. Respondent shall not deduct, nor attempt to deduct, any payment made to the State pursuant to this Assurance from Respondent's reported income for tax purposes or attempt to obtain any other tax benefit from such payment.
- E. The State of Vermont and the Natural Resources Board reserve continuing jurisdiction to ensure compliance with all statutes, rules, and regulations applicable to the facts and violations set forth herein.
- F. Nothing in this Assurance shall be construed as having relieved, modified, waived or otherwise affected the Respondent's continuing obligation to comply with applicable state or local statutes, regulations or directives.

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- G. 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 pursuant to 10 V.S.A. § 8007(c). In the event that such order is vacated, the Assurance shall be null and void.
- H. Pursuant to 10 V.S.A. § 8007(d), the Respondent shall not be liable for additional civil or criminal penalties with respect to the specific facts set forth herein, provided that the Respondent fully complies with this Assurance.
- I. The Board reserves the right to make reasonable extensions of any deadline contained herein, upon prior request by the Respondent, for good cause beyond either Respondent's control.
- J. This Assurance sets forth the complete agreement of the parties, and except as provided herein, 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.
- K. 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 have no legal force or effect.
- L. When this Assurance is entered as a judicial order, violation of any provision of this Assurance shall be deemed to be a violation of a judicial order and may result in the imposition of injunctive relief and/or penalties, including penalties under 10 V.S.A. chapters 201 and/or 211.
- M. 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.

Dated at 10/19/15, Vermont, this 19th day of October, 2015.

Burlington

Eagles Place, LLC

By

David S. Provost

David S. Provost

Duly Authorized Agent

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STATE OF VERMONT

COUNTY OF CHITTENDEN, ss.

BE IT REMEMBERED that on the 19th day of October, 2015, personally appeared David J. Provost, as the duly authorized agent of **Eagles Place, LLC** signer and sealer of the foregoing instrument, who is known to me or who satisfactorily established his identity to me and acknowledged the same to be his free act and deed, and the free act and deed of **Eagles Place, LLC** and that he has the authority to contract on behalf of **Eagles Place, LLC** and that he has been duly authorized to enter into the foregoing Assurance on behalf of that entity.

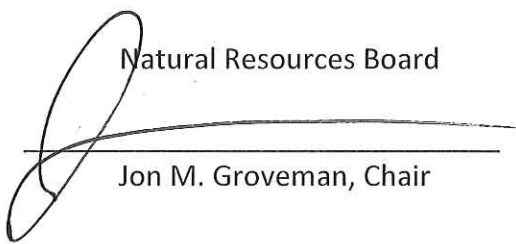


Before me,

Robert F. Palmer
Notary Public
My Commission Expires: 2/10/19

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

Dated in Montpelier, Vermont, this 3rd day of December, 2015.

By: 
Natural Resources Board
Jon M. Groveman, Chair