

Assurance of Discontinuance

Natural Resources Board v. Elnicki Aggregate, Inc. and Kevin C. Elnicki

Page 2 of 4

without executing the legal easement and right of way required by Condition 9 of the Permit.

6. Respondent executed the legal easement and right of way required by Condition 9 of the Permit on or about May 15, 2014. The deeds have since been recorded.
7. By clearing and commencing extraction activities before executing the legal easement and right of way, Respondent violated Condition 9 of the Permit.
8. No actual environmental harm resulted from this violation.

AGREEMENT

- A. Respondent shall comply with Land Use Permit 1R0567-12, as amended.
- B. Within 30 days of the date upon which this Assurance is entered as an Order by the Superior Court, Environmental Division, Respondent shall:
 1. Pay a civil penalty in the amount of **\$1,172.00** (U.S. dollars), by check payable to the "Treasurer, State of Vermont."
 2. Reimburse the Board **\$328.00** (U.S. dollars) for costs of enforcement pursuant to 10 V.S.A. § 8010(e)(2), by check payable to the "Vermont Natural Resources Board."
- C. Unless otherwise specified herein, Respondent shall send all payments and documents required by this Assurance to:

Vermont Natural Resources Board
Dewey Building
National Life Drive
Montpelier, Vermont 05620-3201
- D. Respondent shall neither 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 Natural Resources Board reserves continuing jurisdiction to ensure compliance with this Assurance and 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.

Assurance of Discontinuance

Natural Resources Board v. Elnicki Aggregate, Inc. and Kevin C. Elnicki

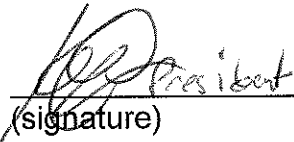
Page 3 of 4

- 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), Respondent shall not be liable for additional civil or criminal penalties with respect to the specific facts set forth herein, provided that Respondent fully complies with this Assurance.
- I. The Board may grant reasonable extensions from any deadline in this Assurance upon request, for good cause beyond the Respondent's control.
- J. This Assurance sets forth the complete agreement of the parties and, except as otherwise provided herein, it may be altered, amended, or otherwise modified only by subsequent written agreement 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 have no legal force or effect.
- K. When this Assurance is entered as a judicial order, a 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.
- L. 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.

ELNICKI AGGREGATE, INC.

By:  _____
(signature)

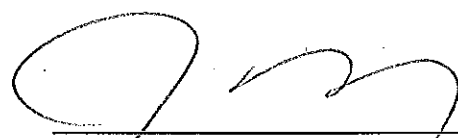
Kevin Elnicki

(Print name) Duly Authorized Agent

STATE OF VERMONT
COUNTY OF Rutland, ss.

BE IT REMEMBERED that on this 24 day of November, 2014,
personally appeared Kevin Elnicki, individually and as the duly
authorized agent of ELNICKI AGGREGATE, INC., 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
ELNICKI AGGREGATE, INC., and that he has the authority to contract on behalf of
ELNICKI AGGREGATE, INC. and that he/she has been duly authorized to enter into
this Assurance on behalf of that entity.

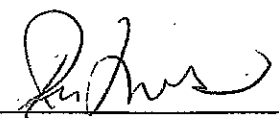
Before me,



Notary Public
Commission Expires: 2/10/15

DATED in Montpelier, Vermont, this 24th day of February, 2014. ¹⁵_{ds}

NATURAL RESOURCES BOARD



Ronald A. Shems, Chair