



STATE OF VERMONT  
ENVIRONMENTAL COURT

**FILED**  
OCT 28 2008  
VERMONT  
ENVIRONMENTAL COURT

Vermont Natural Resources Board )  
Land Use Panel, )  
Petitioner, )  
v. )  
Enosburg Falls Country Club, Inc., )  
Respondent. )

Docket # 237-10-08 Vtec

**ORDER**

The Assurance of Discontinuance signed by the Respondent on October 15, 2008, and filed with the Environmental Court on October 20, 2008, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007(c).

Dated this 28<sup>th</sup> day of October 2008.

A handwritten signature in cursive script, appearing to read "Thomas S. Durkin", written over a horizontal line.

Thomas S. Durkin,  
Environmental Judge

**STATE OF VERMONT  
ENVIRONMENTAL COURT**

Docket No.

LAND USE PANEL of the  
NATURAL RESOURCES BOARD,  
Petitioner,

**ASSURANCE OF DISCONTINUANCE**

v.

ENOSBURG FALLS COUNTRY CLUB, INC.  
Respondent

**VIOLATION**

- I. Respondent has withdrawn water from Giddings Brook for irrigation purposes in violation of Condition 10 of Land Use Permit #6F0457.

**ASSURANCE OF DISCONTINUANCE**

Pursuant to the provisions of 10 V.S.A. § 8007, the Land Use Panel of the Natural Resources Board (Panel) and the Enosburg Falls Country Club, 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 an approximately 109 acre tract of land at 53 Elm Street in Enosburg Falls, Vermont described in Book 70, Pages 235-36; Book 79, Pages 240-241; Book 68, Pages 7-8; Book 49, Page 390 and Book 57 Page 465 of the Enosburg land records.
2. On March 11, 1993 Respondent was issued Land Use Permit #6F0457 (Permit) authorizing them to expand the existing nine hole golf course to 18 holes which included the construction of tees, greens and fairways, and an irrigation system.
3. Condition 10 of the Permit states that there shall be no water extraction from Giddings Brook to service the existing and proposed irrigation system.
4. On or before May 23, 2008 the Respondent installed a flotation withdrawal

intake on Giddings Brook and used that intake for the purpose of priming the irrigation lines for the golf course.

5. Respondent violated Condition 10 of Land Use Permit #6F0457 by extracting water from Giddings Brook to service their irrigation system.

### **AGREEMENT**

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

- A. Respondent shall permanently remove the withdrawal intake from Giddings Brook no later than November 11, 2008 and find alternate means of priming the golf course irrigation lines.
- B. The State of Vermont and the Land Use Panel reserve continuing jurisdiction to ensure future compliance with all statutes, rules, and regulations applicable to the facts and violations set forth herein above.
- C. Nothing in this Assurance shall be construed as having relieved, modified, waived or otherwise affected the Respondent's continuing obligation to comply with all other applicable state or local statutes, regulations or directives applicable to the Respondent.
- D. This Assurance shall become effective only after it is signed by all parties and entered as an order of the Environmental Court. When so entered by the Environmental Court, 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.
- E. 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 described herein and about which the Land Use Panel has notice on the date the Court signs this Assurance, provided that the Respondent fully complies with the agreements set forth above.
- F. 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 Environmental Court. 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.
- G. 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.

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

**SIGNATURES**

The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted. Further, I, Philip Lavelle the undersigned, hereby state under oath that I am President of Enosburg Falls Country Club, Inc., that I have the authority to contract on behalf of Enosburg Falls Country Club, Inc., and that I have been duly authorized to enter into the foregoing Assurance of Discontinuance on behalf of that entity.

Dated at Enosburg, Vermont, this 15 day of October, 2008.

ENOSBURG FALLS COUNTRY CLUB

By: Philip Lavelle

STATE OF VERMONT  
COUNTY OF FRANKLIN, ss.

BE IT REMEMBERED that on the 15 day of October, 2008 personally appeared Philip Lavelle, duly authorized agent of Enosburg Country Club, Inc., signer of the foregoing Assurance of Discontinuance who is known to me or who satisfactorily established his/her identity to me and acknowledged the same to be his/her free act and deed and the free act and deed of the Respondent.

Before me,  
[Signature]  
Notary Public  
My Commission Expires: 2-10-11

**Assurance of Discontinuance**  
**Land Use Panel v. Enosburg Falls Country Club, Inc.**  
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The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted.

Dated in Montpelier, Vermont, this 16<sup>th</sup> day of October, 2008.

LAND USE PANEL

By: 

Peter F. Young, Jr., Esq., Chair