

STATE OF VERMONT
SUPERIOR COURT
ENVIRONMENTAL DIVISION

Vermont Natural Resources Board,)
Petitioner,)

v.)


) Docket # 32-3-17 Vtec

)
Limlaw Pulpwood Inc., Bruce Limlaw)
And Ruth Limlaw)
Respondent.)

ORDER

The Assurance of Discontinuance signed by the Respondent on January 30th, 2017, and filed with the Superior Court, Environmental Division, on March 30th, 2017, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007(c).

Dated this 3rd day of April 2017.



A handwritten signature in black ink, appearing to read 'Tom Walsh', is written over a horizontal line.

Thomas Walsh, Judge
Vermont Superior Court
Environmental Division

STATE OF VERMONT

Superior Court

Environmental Division
Docket No.

Natural Resources Board,
Petitioner

ASSURANCE OF DISCONTINUANCE

v.

Limlaw Pulpwood Inc.,
Bruce and Ruth Limlaw

Respondents

VIOLATION

Commencement of development without a Land Use Permit. 10 V.S.A. § 6081(a).

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of 10 V.S.A. § 8007, the Natural Resources Board (Board) and Limlaw Pulpwood, Inc., Bruce and Ruth Limlaw (Respondents) hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS

- A. Respondents own a 329- acre parcel as identified in Book 78, pages 638- 639 of the land records of Topsham, Vermont ("the Property"), which is now leased to Bruce and Ruth Limlaw.
- B. In 2011, several improvements were made to the Property for the expansion of a wood chipping facility, including:
 - excavation of earth material and placement of crushed stone;
 - pouring of concrete pads;
 - installation of a woodchip separator screening system, and
 - the construction of a wooden shed to house electrical equipment and breaker box used to supply power to several halogen lights and the screening equipment.
- C. In 2012, a 70-foot scale and scale house was constructed for the primary purpose of weighing outgoing tractor trailer loads of woodchips.

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- D. On April 17, 2015, the Board issued a Notice of Alleged Violation directing the Respondents to submit an Act 250 permit application to the District 3 Environmental Commission for review by May 22, 2015. The Board granted the Respondents several extensions to file and an application was submitted on December 2, 2015.
- E. On May 19, 2016, the District 3 Environmental Commission issued Land Use Permit 3R1094 for the previous installation and operation of the wood chipping facility to Respondents.
- F. By constructing the wood chipping facility and related appurtenances prior to obtaining a Land Use Permit, Respondent violated 10 V.S.A. § 6081.

AGREEMENT

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

- A. Respondents shall comply with Land Use Permit 3R1094.
- B. Pursuant to 10 V.S.A. Ch. 201, Respondents shall pay a total civil penalty of **\$7,500.00 (U.S.)** by check made payable to the "State of Vermont" for the violations noted herein as follows:
 - 1. **\$2,500.00 (U.S.)** no later than **30 days** following the entry of this Assurance as an Order by the Superior Court, Environmental Division;
 - 2. **\$2,500.00 (U.S.)** no later than **6 months** following the entry of this Assurance as an Order by the Superior Court, Environmental Division;
 - 3. **\$2,500.00 (U.S.)** no later than **1 year** following the entry of this Assurance as an Order by the Superior Court, Environmental Division.
- C. Respondents shall pay, no later than **30 days** following the entry of this Assurance as an Order by the Superior Court, Environmental Division, pursuant to 10 V.S.A. §8010(e)(2), the amount of **\$1,331.89 Dollars (U.S.)**, to reimburse the Natural Resources Board for the costs of this enforcement action by check made payable to the "State of Vermont."
- D. Respondents shall pay, no later than **30 days** following the entry of this Assurance as an Order by the Superior Court, Environmental Division, the amount of **\$10.00 Dollars (U.S.)**, for the purpose of paying the recording fee for the filing of a notice of this Assurance in the Town of Topsham land

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records, by check made payable to the "Town of Topsham, Vermont."

- E. No later than **30 days** following the entry of this Assurance as an Order by the Superior Court, Environmental Division, the Respondent shall mail the Board an Acceptance of Service acknowledging receipt of the Court's Order on a form approved by the Board.
- F. All payments and documents required by this Assurance shall be sent to the following address:
- Natural Resources Board
Dewey Building
1 National Life Drive
Montpelier, Vermont 05620-3201
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. The Board reserves the right to make reasonable extensions of any deadline contained herein, upon prior request by the Respondents, for good cause beyond either Respondent's control.
- M. 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

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representatives and incorporated in an order issued by the Superior Court, Environmental Division.

- N. 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.
- O. 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 further enforcement action, including contempt proceedings, the imposition of injunctive relief, and/or the imposition of penalties, including penalties under 10 V.S.A. chapters 201 and/or 211.
- P. 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 West Topsham, Vermont, this 30th day of January, 20 17.

Bruce Limlaw
Bruce Limlaw

Ruth Limlaw
Ruth Limlaw

Limlaw Pulpwood, Inc.

By Bruce Limlaw
Bruce Limlaw, Duly Authorized Agent

STATE OF VERMONT
COUNTY OF ORANGE, ss.

BE IT REMEMBERED that on the 30th day of January 30th, 2017, personally appeared Bruce and Ruth Limlaw, individually and, Bruce Limlaw, as the duly authorized agent of Limlaw Pulpwood, Inc. signer and sealer of the foregoing instrument who are known to me or who satisfactorily established their identity to me and acknowledged the same to be their free act and deed and the free act and deed of Limlaw Pulpwood, Inc. and that Bruce Limlaw has the authority to contract on behalf of Limlaw Pulpwood, Inc. and that he has been duly authorized to enter into the foregoing Assurance on behalf of that entity.

Before me,

Shirley Oldmead
Notary Public
My Commission Expires: 2/10/2019

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

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Dated in Montpelier, Vermont, this 8 day of March, 2017.

Natural Resources Board

By:



Diane B. Snelling, Chair