



**Assurance of Discontinuance**

***Natural Resources Board v. Mad River Park Corporation.***

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6. Condition 8 of the Permit states, in relevant part:
  - "The extraction of gravel shall be completed, and the area reclaimed and stabilized by October 15, 2009."
7. Inspections by the Board's Enforcement Officer on November 19, 2015, and December 10, 2015, revealed that the Respondent continued gravel extraction well beyond the completion date of October 15, 2009, and failed to reclaim and stabilize the pit by that date.
8. The Respondent cleared a significant amount of tree cover beyond the limits depicted on the approved site plan, and had removed stumps, graded, and landscaped the site in preparation for new commercial development on the tract.
9. By failing to complete gravel extraction and reclamation by the permitted completion date, the Respondent failed to comply with Condition 8.
10. By commencing tree clearing, grading, and landscaping in anticipation of new commercial development on the tract without a Land Use Permit Amendment, the Respondent violated Conditions 1, 2, and 6. Such activities constitute a material change to the permitted project without a permit amendment, in violation of Act 250 Rule 34(A).
11. Respondent has failed to comply with permit conditions of Land Use Permit 5W0147-19.
12. Respondent failed to obtain a Land Use Permit amendment pursuant to Act 250 Rule 34(A) prior to the tree clearing, grading, and landscaping.

**AGREEMENT**

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

13. Respondent shall comply with Permit series #5W0147.
14. 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:
  - i. pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of **\$8,500.00 Dollars (U.S.)**, for the violations noted herein, by check made payable to the "State of Vermont."
  - ii. pursuant to 10 V.S.A. §8010(e)(2), the amount of **\$586.21 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."

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- iii. 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 Waitsfield land records, by check made payable to the "Town of Waitsfield, Vermont."
15. 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 notarized, written acknowledgement of receipt of the Court's Order.
16. 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
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. The Board reserves the right to make reasonable extensions of any deadline contained herein, upon prior request by the Respondent, for good cause beyond Respondent's control.
23. 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.

24. 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.
25. 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.
26. 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 Waitsfield, Vermont, this 27 day of Sept, 2016.

**MAD RIVER PARK CORP.**

By

Laura Kingsbury  
Laura Kingsbury,  
Duly Authorized Agent

STATE OF VERMONT,  
COUNTY OF Washington, ss.

BE IT REMEMBERED that on the 27<sup>th</sup> day of September, 2016, personally appeared Laura Kingsbury, as the duly authorized agent of **Mad River Park Corporation**, signer and sealer of the foregoing instrument who is known to me or who satisfactorily established her identity to me and acknowledged the same to be her free act and deed and the free act and deed of **Mad River Park Corporation** and that she has the authority to contract on behalf of **Mad River Park Corporation** and that she has been duly authorized to enter into the foregoing Assurance on behalf of that entity.

Before me,

Madeline Hebert  
Notary Public  
My Commission Expires: 02/10/19

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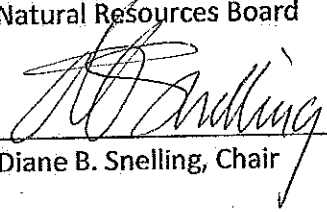
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The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted.

Dated in Montpelier, Vermont, this 7 day of November, 2016.

Natural Resources Board

By:

  
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Diane B. Snelling, Chair