

**STATE OF VERMONT**

Superior Court

Environmental Division  
Docket No.

Natural Resources Board,  
Petitioner

v.

**ASSURANCE OF DISCONTINUANCE**

Renaud Gravel, Inc.,  
Town of Dummerston,  
and Town of Putney,

Collectively, Respondents

**VIOLATIONS**

*Failure to comply with Permit Conditions 16, 18, & 26 of Land Use Permit 2W1224-1.*

**ASSURANCE OF DISCONTINUANCE**

Pursuant to the provisions of 10 V.S.A. § 8007, the Natural Resources Board and Renaud Gravel, Inc., the Town of Dummerston, and the Town of Putney (collectively, Respondents) hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

**STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS**

1. Respondent, Renaud Gravel, Inc., a Vermont corporation with a principal mailing address of 283 Fort Bridgman Road, Vernon, VT 05354, owns a property located at 792 Route 5 in Dummerston, Vermont (the Subject Property).
2. Respondent Mike Renaud is the President of Renaud Gravel, Inc.
3. The Towns of Dummerston and Putney are co-permittees and hold lease agreements for use of gravel.
4. The Subject Property is subject to Act 250 Land Use Permit 2W1224 (series), as amended (the Permit).
5. Condition 16 of the Permit states:  
"Pre-blast surveys in accordance with the procedures recommended by the Mine

Safety and Health Administration shall be conducted for properties outlined in Exhibit 33 and the District #2 Transportation office. The Permittees shall work with the property owners to document the current condition of the structures and facilities and provide this information to the Commission to be used as a baseline to evaluate any future claims of damage as a result of blasting.”

6. The Respondents failed to submit the pre-blast surveys to the District 2 Environmental Commission until after receiving a Notice of Alleged Violation from the Board in March of 2015. Therefore, the Respondents violated Condition 16 of the Permit.
7. Condition 18 of the Permit states:  
“Notification will be given to the nine properties at Poplar Commons and the Danforth/Gold property at 270 Carpenter Road 48 hours before any blasting. There shall also be pre and post blast surveys and monitoring in accordance with Exhibit 33.”
8. The Respondents have failed to provide 48 hours’ notice prior to each blast. Therefore, the Respondents have violated Condition 18 of the Permit.
9. Condition 26 of the Permit states:  
“The Permittees shall submit project updates with the Commission by May 1 each year to document compliance with all permit conditions and the Permittees’ previous material representations as well as progress on reclamation on both gravel pits.”
10. The first project update was due on May 1, 2014. The Respondents failed to submit the first project update until March 24, 2015. Therefore, the Respondents have violated Condition 26 of the Permit.

## AGREEMENT

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

- A. Respondents shall comply with Permit series #2W1224.
- B. Respondents shall immediately implement the Blasting Notice Protocol attached to this Assurance as **Exhibit A**.
- C. By no later than **October 15, 2015**, Respondents shall distribute copies of Exhibit A to the following parties: the nine properties at Poplar Commons, the “Danforth/Gold” property at 270 Carpenter Road, the District 2 VTrans office, and the District 2 Environmental Commission.
- D. No later than 30 days following the entry of this Assurance as an Order by the

Superior Court, Environmental Division, the Respondents shall pay the following:

1. pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of **Two Thousand Five Hundred (\$2,500.00) Dollars (U.S.)**, 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 **Six Hundred Eighty Five Dollars and Fifty One Cents (\$685.51) (U.S.)**, 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 **Ten (\$10.00) Dollars (U.S.)**, for the purpose of paying the recording fee for the filing of a notice of this Assurance in the Dummerston land records, by check made payable to the "Town of Dummerston, Vermont."
- E. 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
- F. Respondents are jointly and severally liable for all obligations under this Assurance.
- G. Respondents shall not deduct, nor attempt to deduct, any payment made to the State pursuant to this Assurance from Respondents' 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 Respondents' 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 Respondents shall not be liable for

additional civil or criminal penalties with respect to the specific facts set forth herein, provided that the Respondents fully comply 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 any Respondents' 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 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 Burrhead, Vermont, this 3rd day of November, 2015.

RENAUD GRAVEL, INC.

By

  
Michael Renaud, Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF Windham, ss.

BE IT REMEMBERED that on the 3rd day of November, 2015, personally appeared Michael Renaud, individually and as the duly authorized agent of Renaud Gravel, 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 Renaud Gravel, Inc., and that he has the

authority to contract on behalf of Renaud Gravel, Inc., and that he has been duly authorized to enter into the foregoing Assurance on behalf of that entity.

Before me,

Clee Dyer

Notary Public

My Commission Expires: 2/10/19

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

Dated at Dummerston, Vermont, this 4<sup>th</sup> day of November, 2015.

TOWN OF DUMMERSTON, VERMONT

By Zeke Goodband

Zeke Goodband, Duly Authorized Agent

STATE OF VERMONT

COUNTY OF Windham, ss.

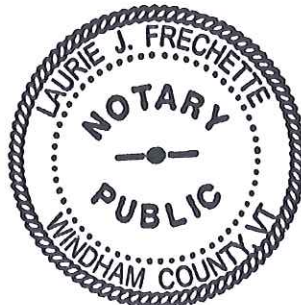
BE IT REMEMBERED that on the 4<sup>th</sup> day of November, 2015, personally appeared Zeke Goodband, individually and as the duly authorized agent of the Town of Dummerston, signer and sealer of the foregoing instrument who is known to me or who satisfactorily established his identity to me and acknowledged the same to be his free act and deed and the free act and deed of the Town of Dummerston, and that he has the authority to contract on behalf of the Town of Dummerston, and that he has been duly authorized to enter into the foregoing Assurance on behalf of that entity.

Before me,

Laurie J. Frechette

Notary Public

My Commission Expires: 2-10-19



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

Dated at Dummerston, Vermont, this 6<sup>th</sup> day of November, 2015.

TOWN OF PUTNEY, VERMONT

By

[Signature]

Cynthia Stoddard, Duly Authorized Agent

STATE OF VERMONT

COUNTY OF Windham, ss.

BE IT REMEMBERED that on the 6<sup>th</sup> day of November, 2015, personally appeared Cynthia Stoddard, individually and as the duly authorized agent of the Town of Putney, 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 the Town of Putney, and that he has the authority to contract on behalf of the Town of Putney, and that he has been duly authorized to enter into the foregoing Assurance on behalf of that entity.

Before me,

Raunie J. Frechette  
Notary Public  
My Commission Expires: 2-10-19

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

Dated in Montpelier, Vermont, this 25<sup>th</sup> day of January, 2016.

Natural Resources Board

By:

[Signature]  
Jon M. Groveman, Chair



4. In the event a blast operation is cancelled, Renaud Gravel will notify the above listed email addresses of the cancellation. The email notice will read as follows:  
"The blasting operations at the pit in Dummerston scheduled for (XXXX day/XXXX date) are cancelled. Thank you. Duane Fletcher, Renaud Gravel, Inc. 802-258-1863"