

STATE OF VERMONT

ENVIRONMENTAL COURT

Docket No. \_\_\_\_\_

**LAND USE PANEL of the  
NATURAL RESOURCES BOARD,**

Petitioner

**ASSURANCE OF DISCONTINUANCE**

v.

**JESSE F. SAMMIS, III,  
JEAN T. SAMMIS, and  
GREEN MOUNTAIN STOCK  
FARM, INC.,**

Respondents

**VIOLATION**

- I. Development and change in the design or use of a project without approval of the District Commission in violation of Conditions No. 8 and 17 of Land Use Permit #3R0359-6.

**ASSURANCE OF DISCONTINUANCE**

Pursuant to the provisions of 10 V.S.A. § 8007, the Land Use Panel of the Natural Resources Board (Panel) and Jesse F. Sammis, III, Jean T. Sammis, and Green Mountain Stock Farm, Inc. (Respondents) hereby enter into this Assurance of Discontinuance (Assurance) and stipulate and agree as follows:

**STATEMENT OF FACTS AND DESCRIPTION OF VIOLATION**

1. Respondents own land located off Stock Farm Road in Randolph, Vermont, identified in book 69, pages 281-289, and in book 96, page 227, of the land records (the project tract).
2. The project tract is subject to Land Use Permit #3R0359-6 (the permit) as amended.
3. Condition No. 8 of the permit states: "No development or subdivision of parcels A or B or lots #56, 57, or 58 shall occur without approval of the District Commission."
4. Condition No. 17 of the permit states: "No changes shall be made in the design or use of this project without the written approval of the District Coordinator or the Commission, whichever is appropriate under the Environmental Board Rules."

5. On or about July 1, 2008, Respondents had fill material placed on lot 57 of the project tract without the approval of the District Coordinator or the Commission.
6. Respondents violated Conditions No. 8 and 17 of Land Use Permit #3R0359-6 by placing fill on the project tract without the approval of the District Coordinator or the Commission.

### AGREEMENT

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

- A. Respondents shall comply with the "Three Stallion Inn Reclamation Plan," dated September 12, 2008 (attached as Exhibit A), no later than November 30, 2008.
- 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 Respondents' continuing obligation to comply with all other applicable state or local statutes, regulations or directives applicable to the Respondents.
- 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 Respondents shall not be liable for any 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 Respondents fully comply 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.


Dated at Greenwich, <sup>Connecticut</sup>~~Vermont~~, this 19<sup>th</sup> day of November, 2008.

  
\_\_\_\_\_  
Jesse F. Sammis, III

STATE OF ~~VERMONT~~ CONNECTICUT  
COUNTY OF FAIRFIELD, ss. GREENWICH

BE IT REMEMBERED that on the 19<sup>th</sup> day of November, 2008,  
personally appeared JESSE F. SAMMIS, III, signer(s) of the foregoing  
instrument who is/are known to me or who satisfactorily established his/her/their identity  
to me and acknowledged the same to be his/her/their free act and deed.

Before me,

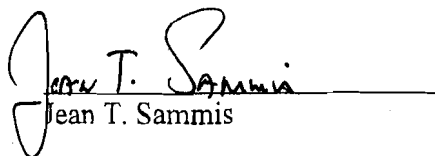
  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 4/30/11  
**COLLEEN K. G. CAHN**  
Notary Public, State of Connecticut  
My Commission Expires April 30, 2011

\*\*\*\*\*

\*\*\*\*\*

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

Dated at Greenwich, <sup>Connecticut</sup>~~Vermont~~, this 19<sup>th</sup> day of November, 2008.

  
\_\_\_\_\_  
Jean T. Sammis

STATE OF ~~VERMONT~~ CONNECTICUT  
COUNTY OF FAIRFIELD, ss. GREENWICH

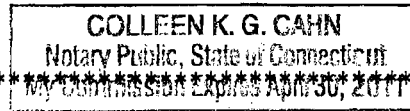
BE IT REMEMBERED that on the 19<sup>th</sup> day of November, 2008,  
personally appeared Jean T. Sammis, signer(s) of the foregoing  
instrument who is/are known to me or who satisfactorily established his/her/their identity  
to me and acknowledged the same to be his/her/their free act and deed.

Before me,



Notary Public

My Commission Expires: 4/30/11

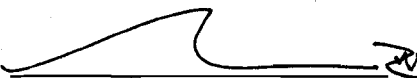


\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*

The provisions set forth in this Assurance of Discontinuance are hereby agreed to and  
accepted. Further, I, JESSE F. SAMMIS III, the undersigned, hereby state under  
oath that I am President of Green Mountain Stock Farm, Inc., that I  
have the authority to contract on behalf of Green Mountain Stock Farm, Inc. and that I  
have been duly authorized to enter into the foregoing Assurance of Discontinuance on  
behalf of that entity.

Dated at Greenwich, ~~Vermont~~, Connecticut, this 19<sup>th</sup> day of November, 2008.

Green Mountain Stock Farm, Inc.

By: 

JESSE F. SAMMIS III, President  
(Print Name and Title)

STATE OF ~~VERMONT~~ CONNECTICUT  
COUNTY OF FAIRFIELD, ss. GREENWICH

BE IT REMEMBERED that on the 19<sup>th</sup> day of November, 2008,  
personally appeared JESSE F. SAMMIS III, duly authorized agent of  
Green Mountain Stock Farm, Inc., signer of the foregoing written instrument 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 Green Mountain  
Stock Farm, Inc..

Before me,



Notary Public

My Commission Expires: 4/30/11

\*\*\*\*\*  
\*\*\*\*\* COLLEEN K. G. CAHN \*\*\*\*\*  
\*\*\*\*\* Notary Public, State of Vermont \*\*\*\*\*  
\*\*\*\*\* My Commission Expires April 30, 2011 \*\*\*\*\*

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

Dated in Montpelier, Vermont, this 20<sup>th</sup> day of November, 2008.

LAND USE PANEL

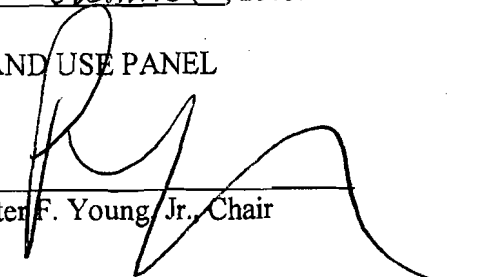
By:   
Peter F. Young, Jr., Chair

Exhibit  
A

**THREE STALLION INN  
RECLAMATION PLAN  
September 12, 2008**

This Reclamation Plan is intended to provide guidance for stabilizing and reclaiming a section of the slope and adjacent "class three" wetland across Stock Farm Road from and immediately to the south of the Three Stallion Inn (the site). The top of said slope runs in a north to south direction. The section of slope in question is the location where fill from an off-site project was placed during June and July of 2008. The site is located on property subject to Act 250 Land Use Permit 3R0359 as amended.

**Current Status of Site**

The site is comprised of two main areas, the slope and the wetland. The slope extends from the roadway down to the wetland in an east to west direction. The wetland is located between the bottom of the slope and the "rough" for Montague Golf Course. The wetland runs in a north to south direction adjacent to the bottom of the slope, but also extends into Montague Golf Course in an east to west direction at the northerly end of the site.

- There is a silt fence currently located in the wetland.
- There are currently several large logs from a fallen tree located in the wetland immediately at the toe of the slope in the center of the site.
- There are currently several piles of brush located adjacent to those large logs.
- There are currently piles of sediment, dirt, fill and other earthen material located in the wetland between the existing silt fence and the toe of the slope.
- There are currently a section or sections of an old silt fence and other waste materials mixed in with the fill in the wetland at the toe of the slope adjacent to the large logs.
- There are currently two stakes placed in the slope, towards the base of the slope. One stake is located toward the southern end of the site. The second stake is flagged and located at the complete northerly end of the site. These stakes mark the edge of the wetland buffer zone.
- There are three drainage pipes located in the slope, which all drain into the wetland. There are two pipes located in the northern end of the slope, a 12 inch pipe and a pipe of smaller diameter, both of which drain water sources on the Three Stallion Inn property. The single culvert pipe at the southern end of the slope drains stormwater from the adjacent roadway and parking area associated

with the Three Stallion Inn. The outflow of this culvert pipe is near the top of the slope and the water draining from this pipe has cut a small gully in the slope.

### **Elements of Reclamation**

- 1) The large logs at the bottom of the slope shall remain in their current location. These logs shall indicate the location of the toe of slope in the center of the site. The toe of slope in the center of the site is approximately 56 feet from the golf course rough.
- 2) The toe of slope at both the northern and southern ends of the site shall remain in its current locations. The toe of slope shall immediately curve inward from its northern and southern locations and intersect at the existing toe of slope located immediately adjacent to the large logs in the center of the site. The current toe of slope at both the northern and southern end of the site may remain in its current locations as needed to provide support for the splash pad areas described below.
- 3) The brush piles located adjacent to the large logs shall be removed. These piles may be burned; however, no accelerants shall be used.
- 4) The easterly edge of the wetland shall be delineated by the new toe of slope.
- 5) All fill, sediment and any waste materials located between the existing silt fence and the toe of slope shall be removed.
- 6) Once the new toe of slope is established, a second silt fence shall be installed at the new toe of slope.
- 7) The two drainage pipes on the northern end of the site shall be cut back approximately 26 feet.
- 8) A splash pad area approximately 13 to 15 feet in length shall be constructed to receive the discharge of the two pipes on the northern end of the site. This splash pad area may extend into the wetland buffer, but shall not extend into the wetland.
- 9) The single pipe at the southern end of the site shall be extended downslope to end approximately 34 feet from the existing silt fence.
- 10) A splash pad area approximately 23 feet in length shall be constructed to receive the discharge from the single pipe at the southern end of the site. This splash pad area may extend into the wetland buffer, but shall not extend into the wetland.

- 11) A swale shall be constructed at the top of slope to catch stormwater. Said swale shall be constructed to discharge any stormwater into the discharge pipe on the southern end of the site.
- 12) The remainder of the slope shall be graded as deemed appropriate.
- 13) Upon reaching final grade at any given area, final stabilization, via seed & mulch, or via seed & matting, or via stone, must be completed within 48 hours.
- 14) Silt fences may be removed upon final stabilization of upslope areas, either by established vegetation or stone.
- 15) The wetland area shall be seeded with wetland conservation mix upon completion of the reclamation.
- 16) Ten or more native shrubs or trees shall be planted along the new toe of slope and in the wetland upon completion of all reclamation. Said shrubs shall be maintained for five years. Any shrub that is lost within that five year period shall be replaced with an appropriate shrub of similar size and variety. Appropriate species include, but are not limited to: Red-osier Dogwood, Red Maple, Alder, Ostrich Fern, White Cedar and Viburnum.

#### **Further Conditions of Reclamation**

- All areas will be stabilized daily, unless that specific area is to be substantially worked within the next 24 hours AND there is no precipitation forecast for the next 24 hours.
- All areas of the project must continue to abide by the terms and conditions of the Authorization to discharge under GP 3-9020. (Authorization 5870-9020)
- Upon completion of reclamation, a scaled site plan shall be submitted to the Coordinator for the District 3 Environmental Commission. Said plan shall indicate the location of the wetland, wetland buffer, toe of slope, drain pipes and splash pads.