

**STATE OF VERMONT
SUPERIOR COURT – ENVIRONMENTAL DIVISION**

THE NATURAL RESOURCES BOARD,)	Docket No.
Petitioner,)	
)	
v.)	ASSURANCE OF
)	<u>DISCONTINUANCE</u>
)	
Stephen E. Scribner and)	
Gloria W. Scribner Revocable Trust,)	
Gloria Scribner, Trustee,)	
Respondents.)	

VIOLATION

Failure to obtain 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 Stephen E. Scribner and Gloria W. Scribner Revocable Trust, Gloria Scribner, Trustee (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 and operate a commercial stump dump (the Project) located on approximately 112.58 acres at 131 Parsons Road in Colchester, Vermont (the Project Tract).
2. The Town of Colchester is a "10-acre town" for the purpose of assessing "development" under 10 V.S.A. § 6001(3)(A). Thus, Act 250 jurisdiction was triggered when the project commenced.
3. A solid waste disposal facility has been operated on the Property for over two decades.
4. The Respondents charge \$35 to \$50 per truckload to dump logs, dirt, stumps, and brush at the Property, depending upon load size.
5. On July 13, 2015, Respondents obtained a Certification from the Vermont Agency of Natural Resources to operate a Categorical Disposal Facility accepting up to 2,000 tons per year of stumps, brush, untreated wood, road, bridge, or highway construction debris, concrete, bricks, masonry, mortar or other inert materials.

6. Respondents have commenced development without a Land Use Permit in violation of 10 V.S.A. § 6081(a).

AGREEMENT

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

- A. No later than 60 days following the entry of this Assurance as an Order by the Superior Court, Environmental Division, the Respondents shall file a complete application for an Act 250 Land Use Permit with the District 4 Environmental Commission for the continued operation of the dump as a commercial operation. Respondents shall diligently pursue said application.
- B. For purposes of this Assurance, "diligently pursue" shall mean that Respondents shall (a) respond to any and all requests for information from the Act 250 District 4 Environmental Commission, the Coordinator for the Commission, or ANR (as applicable) by the date set by the Commission or Coordinator or ANR; and (b) in good faith meet and comply with all scheduling or other orders or memoranda issued by the Commission or ANR. Respondents shall not be responsible for delays outside their control, including those caused by the Commission or ANR or by other parties to its permit application.
- C. If the Respondents fail to file or diligently pursue the permit application within the 60 days following the entry of this Assurance as an Order by the Superior Court, Environmental Division or if the Respondents timely file said application for a Permit and Respondents' permit application is denied by the Commission and said permit denial becomes final, then the Respondents shall immediately cease all commercial operations and uses noted herein.
- D. No later than 30 days following the entry of this Assurance as an Order by the Superior Court, Environmental Division, the following provisions shall become effectively immediately:
- a. The Respondent shall pay, pursuant to 10 V.S.A. §8010(e)(2), the amount of **Two Hundred Sixty Dollars and Sixty Nine Cents (U.S.) (\$260.69)** to reimburse the Natural Resources Board for the costs of this enforcement action by good check made payable to the "State of Vermont."
 - b. The Respondent shall pay the amount of **Ten Dollars and Zero Cents (U.S.) (\$10.00)** for the purpose of paying the recording fee for the filing of a notice of this Assurance in the Colchester land records, by good check made payable to the "Town of Colchester."
- E. The Respondent shall pay, pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount

of **Five Thousand Two Hundred Fifty Dollars and Zero Cents (U.S.) (\$5,250.00)** for the violation noted herein, by good check made payable to the "State of Vermont" pursuant to the following schedule:

- a. \$525 due and payable on the 10th of the first full month following the Court's issuance of this AOD as a Judicial Order.
 - b. Thereafter, Respondent shall make 9 more consecutive payments, each in the amount of \$525, the first of which shall be due and payable on the 10th of the second full month following the Court's issuance of this AOD as a Judicial Order.
- F. 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
- G. Respondents are jointly and severally liable for all obligations under this Assurance.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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 Respondent fully complies with this Assurance.

Assurance of Discontinuance

Natural Resources Board v. Stephen E. Scribner and Gloria W. Scribner Revocable Trust, Gloria Scribner, Trustee

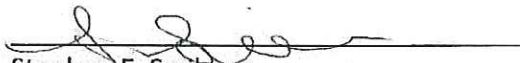
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- M. The Board reserves the right to make reasonable extensions of any deadline contained herein, upon prior request by the Respondents, for good cause beyond either Respondent's control.
- N. This Assurance sets forth the complete agreement of the 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.
- O. 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.
- P. 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 the imposition of injunctive relief and/or penalties, including penalties under 10 V.S.A. chapters 201 and/or 211.
- Q. 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.

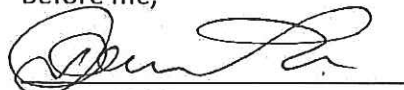
Dated at Montpelier, Vermont, this 5 day of November, 2015.


Stephen E. Scribner

STATE OF VERMONT
COUNTY OF Washington, ss.

BE IT REMEMBERED that on the 5 day of November, 2015, personally appeared **Stephen E. Scribner**, 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.

Before me,



Notary Public

My Commission Expires: 2/11/19

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

Dated at Colchester, Vermont, this 4th day of November, 2015.

Gloria W. Scribner Revocable Trust

* Gloria W. Scribner
By: Gloria Scribner, individually, and as Trustee

STATE OF VERMONT
COUNTY OF Chittenden, ss.

BE IT REMEMBERED that on the 4th day of November, 2015, personally appeared **Gloria Scribner**, individually and as the duly authorized agent of **Gloria W. Scribner Revocable Trust**, 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 **Gloria W. Scribner Revocable Trust** and that she has the authority to contract on behalf of **Gloria W. Scribner Revocable Trust** and that she has been duly authorized to enter into the foregoing Assurance on behalf of that entity

Before me,
Justin P. Holder
Notary Public
My Commission Expires: 10 February 2015

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

Dated in Montpelier, Vermont, this 14th day of January, 2015.

Natural Resources Board
By: [Signature]
Jon M. Groveman, Chair