

STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION
Docket No.

Land Use Panel of the
Natural Resources Board,
Petitioner,

ASSURANCE OF DISCONTINUANCE

v.

Silas Dorr, Jr and Eva Dorr
Respondents.

VIOLATION

Failure to comply with Permit Condition 4 of Land Use Permit #1R0665.

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of 10 V.S.A. § 8007, the Land Use Panel of the Natural Resources Board (Panel) and Silas Dorr and Eva Dorr (Respondents) hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS

1. Silas (also known as Charles) Dorr, Jr. and Eva Dorr own an approximately 3.99 acre parcel of land located on Town Highway #11 (Barnard Road) as described in Book 30, Page 298 in the land records of the Town of Chittenden, Vermont (Project Site).
2. On June 16, 1989, the District 1 Environmental Commission issued Land Use Permit #1R0665 (Permit) to Silas and Eva Dorr for the construction of an existing 28 foot by 32 foot car repair shop with eight designed parking spaces located on 3.99 acres on Town Highway #11(Barnard Road) in the Town of Chittenden.
3. Silas Dorr, Jr. currently owns and operates an auto repair business on the project site.
4. Condition 4 of the Permit states that:

Assurance of Discontinuance

Land Use Panel, Natural Resources Board v. Silas (Charles) Dorr, Jr. and Eva Dorr.

Page 2 of 6

The permittee shall not park motor vehicles on any portion of the tract of land except in the eight designated spaces in front of the garage and in the five designated spaces in the front of the residence.

5. On May 24, 2010, John Wakefield, Permit Compliance Officer, conducted a site visit and noted several vehicles on the property outside of the designated spaces.
6. On June 29, 2010, a Notice of Alleged Violation (NOAV) was issued to the Respondents to address the vehicle parking violation.
7. In response to the NOAV, Mr. Dorr stated that he would remove the cars from the unpermitted areas and would store cars in the permitted area in the future.
8. On October 7, 2011, in response to complaints received regarding cars parked in unpermitted areas, John Wakefield conducted a second site visit to the project site and noted 17 vehicles in front of the garage and residence including vehicles parked on Barnard Road. Some of the 17 vehicles were parked in designated spaces, but others were parked in violation of Condition 4.
9. Respondents have failed to comply with permit Condition 4 of Land Use Permit #1R0665.
10. Respondents voluntarily brought to the attention of the Land Use Panel the following aspects of the Project Site:
 - a. The Permit authorized the use of a 28 foot by 32 foot barn (the "Barn") as a car repair shop. Respondents have increased the size of the Barn to approximately 40 feet by 52 feet (the "Barn Expansion"); and,
 - b. The Permit provided that the "project shall be completed and maintained in accordance with all the terms and conditions of Public Building Permit #PB-1-0597 issued on August 22, 1984 [the "1984 Permit"], by the Division of Protection, Agency of Natural Resources." The 1984 Permit, in turn, provided that the "construction of other inhabited buildings, including single family dwellings (the existing dwelling constitutes the one allowable residence on this lot), multiple dwelling units or other public buildings is not authorized without prior review and approval by the Division of Protection." In addition to the Respondents' residence, a mobile home is located on the Project Site (the "Mobile Home").
 - c. In addition, for the past few years, Respondents have hosted an annual "Appreciation Day Party" for friends, relatives, and customers on the Project Site. Respondents do not charge for this event.

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 #1R0665.
- B. Within thirty (30) days of the date upon which this Assurance is entered as an Order by the Superior Court, Environmental Division, the Respondents shall remove all vehicles from the unpermitted areas and comply with Condition 4 of the Land Use Permit.
- C. The Panel will not pursue an enforcement action against the Respondent for (1) the Barn Expansion, or (2) the Mobile Home on the property, or any past Appreciation Day Parties held on the property.
- 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 **Eight Hundred Twenty-five Dollars (\$825.00) (U.S.)** for the violations noted herein, by good check made payable to the "Treasurer, State of Vermont."
 2. Pursuant to 10 V.S.A. §8010(e)(2), the amount of **One Hundred Nine Dollars and Ten Cents (\$109.10) (U.S.)** to reimburse the Natural Resources Board for the costs of this enforcement action by good check made payable to the "State of Vermont, Natural Resources Board."
 3. The amount **Ten Dollars (\$10.00) (U.S.)**, for the purpose of paying the recording fee for the filing of a notice of this Assurance in the Chittenden land records, by good check made payable to the "Town of Chittenden, Vermont."

All payments pursuant to this paragraph shall be sent to:

Denise Wheeler, Business Manager
Land Use Panel of the Natural Resources Board
National Life Records Center Building
National Life Drive
Montpelier, Vermont 05620-3201

Assurance of Discontinuance

Land Use Panel, Natural Resources Board v. Silas (Charles) Dorr, Jr. and Eva Dorr.

Page 4 of 6

- E. Any payment by the Respondents pursuant to this Assurance is a penalty made to resolve the violations set forth in this Assurance. Respondents shall not deduct, nor attempt to deduct, any payments, penalties, contributions or other expenditures required by this Assurance from Respondents' reported income for tax purposes or attempt to obtain any other tax benefit from such payment.
- F. 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.
- G. 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.
- H. 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.
- I. 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 described herein, provided that the Respondents fully comply with the agreements set forth above.
- J. 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 *Superior Court, Environmental Division*. 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.
- K. 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.
- L. 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. SED

Dated at JUN 12, Vermont, this twelve day of June, 2012
Rutland



Silas (Charles) Dorr, Jr.

STATE OF VERMONT
COUNTY OF Rutland, ss.

BE IT REMEMBERED that on the 12th day of June, 2012
personally appeared Silas Dorr, Jr., signer(s) of the foregoing
instrument who is/are known to me or who satisfactorily established his identity to me
and acknowledged the same to be his free act and deed.

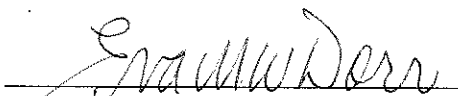
Before me,



Notary Public
My Commission Expires: 2.10.15

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

Dated at Rutland, Vermont, this 12 day of JUNE, 2012



Eva Dorr

STATE OF VERMONT
COUNTY OF Rutland, ss.

BE IT REMEMBERED that on the 12th day of June, 2012, personally appeared Eva Dorr, signer(s) of the foregoing instrument who is/~~are~~ known to me or who satisfactorily established her identity to me and acknowledged the same to be her free act and deed.

Before me,




Notary Public
My Commission Expires: 2-10-15

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

Dated in Montpelier, Vermont, this 19th day of June, 2012.

LAND USE PANEL

By:



Ron Shems, Chair