

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

VERMONT NATURAL	)	
RESOURCES BOARD,	)	
Petitioner	)	
	)	
v.	)	Docket No.
	)	
VAILLANCOURT TRANSPORT, LLC,	)	
M.S. WELD VENTURES, LLC,	)	
and MICHAEL WELD,	)	
Respondents	)	
	)	

**ASSURANCE OF DISCONTINUANCE**

Pursuant to the provisions of 10 V.S.A. § 8007, the Natural Resources Board (Board) and Vaillancourt Transport, LLC, M.S. Weld Ventures, LLC, and Michael Weld (Respondents) hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

**VIOLATION**

Failure to install and maintain landscaping, in violation of Conditions 3 and 19 of Land Use Permit No. 6F0514-3.

**STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS**

1. On or about October 26, 2009, the District 6 Environmental Commission issued Land Use Permit No. 6F0514-3 to Respondent Vaillancourt Transport, LLC, authorizing the construction of a truck repair shop and office on Lot 5 and a truck trailer parking lot on Lot 6 of the Enosburg Business and Industrial Center in Enosburg Falls, Vermont (the Project).
2. Respondent Michael Weld is the principal and agent of Respondents M.S. Weld, LLC and Vaillancourt Transport, LLC.
3. Respondent M.S. Weld Ventures, LLC currently owns the Project tract.
4. The Permit requires compliance with a landscaping plan admitted by the Commission as Exhibit 27 to the application, entitled "Lighting and Landscape Plan," dated August 12, 2008, by Cross Consulting Engineers, P.C. (Landscaping Plan).
5. Condition 3 of the Permit provides:

3. The Project shall be completed, operated and maintained as set forth in accordance with the plans and exhibits on file with the Commission, and in accordance with the conditions of this permit.

6. Condition 19 of the Permit provides:

19. The Permittees and all assigns and successors in interest shall continually maintain the landscaping as approved in Exhibit #27 by replacing any dead or diseased plantings within the season or as soon as possible after the ground thaws, whichever is sooner.

7. To date, no trees or shrubs identified in the Landscaping Plan have been planted.

8. Respondents have failed to install and maintain the required landscaping, in violation of Condition 3 and Condition 19 of Land Use Permit No. 6F0514-3.

### AGREEMENT

A. Respondents shall comply with Land Use Permit No. 6F0514-3.

B. On or before June 1, 2014, Respondents shall submit an affidavit to the Board certifying that installation the Landscaping Plan is complete and in compliance with the Permit, and that the trees planted were within the following size ranges:

Description (Common Name)	Planting Size
<i>Amelanchier arborea</i> (Downy Serviceberry)	10 – 12 feet
<i>Acer platanoides</i> (Norway Maple)	3 to 3½ inch caliper (trunk diameter)
<i>Picea glauca</i> (White Spruce)	10 – 12 feet
<i>Thuja occidentalis</i> 'Nigra' (American Arborvitae, field grown)	8 – 10 feet

C. No later than 30 days following the entry of this Assurance as an Order by the Superior Court, Environmental Division, the Respondents shall:

1. Pay a civil penalty for the violations noted herein, pursuant to 10 V.S.A. Ch. 201, in the amount of **\$ 3,000.00 (U.S.)**, by check payable to the **Treasurer, State of Vermont**.
2. Reimburse the Board **\$ 260.00 (U.S.)** for its enforcement costs pursuant to 10 V.S.A. § 8010(e)(2), by check payable to: **Vermont Natural**

**Resources Board.**

3. Pay the fee for recording notice of this Assurance in the municipal land records, in the amount of \$ 10.00 (U.S.), by check payable to: **Town of Enosburgh.**
  4. Deliver to the Board an executed acceptance of service, showing that Respondent has actual notice of the Judicial Order and Assurance.
- D. All payments and documents required by this Assurance shall be sent to:
- Natural Resources Board  
Dewey Building  
National Life Drive  
Montpelier, Vermont 05620-3201
- E. Neither Respondent shall deduct or attempt to deduct, any payment made to the State pursuant to this Assurance from that Respondent's reported income for tax purposes or attempt to obtain any other tax benefit from such payment.
- F. The Board reserves continuing jurisdiction to ensure compliance with all statutes, rules, and regulations applicable to the facts and violations set forth herein.
- G. 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.
- 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), 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.
- 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. 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.

L. 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 Enosburgh, Vermont, this 12 day of March, 2014.

By Michael Weld  
Michael Weld

STATE OF VERMONT  
COUNTY OF Franklin, ss.

BE IT REMEMBERED that on the 12 day of March, 2014, personally appeared Michael Weld, signer 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,

Mary E. Hatch  
Notary Public  
My Commission Expires: 2/10/2015

\*\*\*\*\*

\*\*\*\*\*

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

and accepted.

DATED at Enosburgh, Vermont, this 12 day of March, 2014.

VAILLANCOURT TRANSPORT

By Michael Weld  
Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF Franklin, ss.

BE IT REMEMBERED that on the 12 day of March, 2014,  
personally appeared Michael Weld as the duly authorized agent of  
Vaillancourt Transport, LLC, signer of the foregoing instrument, who is known to me  
or who satisfactorily established his/her identity to me, and acknowledged the same  
to be his/her signature on this document and the free act and deed of Vaillancourt,  
LLC and that he/she has the authority to contract on behalf of Vaillancourt Transport,  
LLC and that he/she has been duly authorized to enter into the foregoing Assurance  
on behalf of that entity.

Before me,

Mary E. Betch  
Notary Public  
My Commission Expires: 2/10/2015

\*\*\*\*\*

\*\*\*\*\*

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

DATED at Enosburgh, Vermont, this 12 day of March, 2014.

M.S.WELD VENTURES, LLC

By Michael Weld  
Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF Franklin, ss.

BE IT REMEMBERED that on the 12 day of March, 2014, personally appeared Michael Weld as the duly authorized agent of M.S. Weld Ventures, LLC, signer of the foregoing instrument, who is known to me or who satisfactorily established his/her identity to me, and acknowledged the same to be his/her signature on this document and the free act and deed of M.S. Weld Ventures, LLC and that he/she has the authority to contract on behalf of M.S. Weld Ventures, LLC and that he/she has been duly authorized to enter into the foregoing Assurance on behalf of that entity.

Before me,

Mary E. Rittel  
Notary Public  
My Commission Expires: 2/10/2015

\*\*\*\*\*

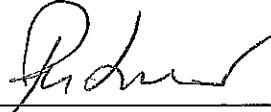
\*\*\*\*\*

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

DATED in Montpelier, Vermont, this 17<sup>th</sup> day of April, 2014.

NATURAL RESOURCES BOARD

By:



---

Ronald A. Shems, Chair