



NATURAL RESOURCES BOARD
Dewey Building
National Life Drive
Montpelier, Vermont 05620-3201

10-27-16

Jennifer Teske, Court Manager
Vermont Superior Court
Environmental Division
32 Cherry St., 2nd Floor, Suite 303
Burlington, VT 05401

Re: Assurance of Discontinuance

Natural Resources Board v. *Transtar, LLC and Bruce Waite*

Dear Jennifer:

Enclosed is an Assurance of Discontinuance in the above-referenced matter for filing with the Vermont Superior Court, Environmental Division.

A copy of this letter and the Assurance of Discontinuance is also being sent to the Attorney General's Office in accordance with 10 V.S.A. § 8007(c).

Pursuant to 10 V.S.A. §8020(b), the Natural Resources Board posted the Assurance on its website for the 30-day public notice and comment period.

The 30-day public notice and comment period ended on 10-24-16.

No comments were received on this Assurance during the 30-day public notice and comment period.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter J. Gill".

Peter J. Gill, Associate General Counsel

Encl.

cc: Robert McDougal, Acting Chief of the Environmental Division, Attorney General's Office
(via email)
Warren Foster, Coordinator, District #8 Environmental Commission (via email)

Respondent(s) Address: Anderson Law, 85 North Main Street, Suite 245, White River Junction,
VT 05001

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STATE OF VERMONT
SUPERIOR COURT - ENVIRONMENTAL DIVISION

NATURAL RESOURCES BOARD,
Petitioner

V.

Docket No. _____

TRANSTAR, LLC,
and BRUCE WAITE,
Respondents

VIOLATION

Unintentionally placing approximately 6 logs from a commercial mill within the 15-foot buffer of the Mettowee River, in or about October 2012, in violation of Condition 2 of Land Use Permit No. 8B0154.

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of 10 V.S.A. § 8007, the Natural Resources Board ("Board" or "Petitioner") and Transtar, LLC ("Transtar") and Bruce Waite ("Waite") (Transtar and Waite collectively referred to as "Respondents") hereby enter into this Assurance of Discontinuance ("Assurance" or "AOD") and stipulate and agree as follows:

STATEMENT OF FACTS AND DESCRIPTION OF ALLEGED VIOLATIONS

1. Respondent Transtar owns a tract of land on Vermont Route 30 in Dorset, Vermont that is subject to Land Use Permit 8B0154 ("Permit"). The Permit authorizes a commercial lumber milling and firewood processing operation, which is currently operated by Respondent Waite. Donald D. Dorr is a member and registered agent of Respondent Transtar.

2. Condition 2 of the Permit reads as follows:

The natural condition of the Mettowee River shall be maintained for a minimum distance of fifteen (15) feet laterally back from the top of the bank of the River and any new development or commercial activity shall not be located in said fifteen foot natural condition zone.

3. In February 2010, Donald D. Dorr, in his individual capacity and not as the agent of Transtar, received a written Notice of Alleged Violation for allegedly violating Condition 2 of the Permit because logs from Respondent Waite's commercial lumber and firewood operation were found within the buffer of the Mettowee River. At this time, Respondent Transtar was the record owner of the property and was not notified of the alleged violation. In his individual capacity, Mr. Dorr notified Respondent Waite and the logs were promptly moved.

4. In October 2012, approximately six (6) logs from Respondent Waite's commercial lumber and firewood operation were found within the 15-foot buffer, in alleged violation of Condition 2 of

the Permit.

5. In or about October 2012, Petitioner provided verbal notification to Mr. Dorr of the alleged violation. A written notification was not provided to Respondent Transtar, the record owner of the property, and the verbal notification was not provided to Mr. Dorr in his capacity as registered agent of Respondent Transtar.
6. Immediately after hearing about the alleged violation, Mr. Dorr, in his individual capacity, notified Respondent Waite of the logs in the 15-foot buffer, who promptly removed the logs from the buffer.
7. It has now been more than four years since the alleged violation in October 2012 and Respondent Waite has taken steps to ensure he and his workmen will not intentionally violate the 15-foot buffer zone in the future. Four years with no violation demonstrates Respondent Waite is an exceptionally good steward of the land and further demonstrates Respondent Waite intends to and will continue as such.

AGREEMENT

- A. Respondents understand they shall comply with Land Use Permit #8B0154. Respondent Waite agrees he shall keep visible buffer markers in place to indicate the location of the buffer and prevent intrusions into the buffer going forward.
- B. Petitioner understands and agrees that Respondent Transtar owns the property and that Respondent Waite is in full control of the commercial lumber milling and firewood processing operation. In the future, Petitioner shall make all reasonable efforts to provide Respondent Transtar and Respondent Waite written notification of any alleged violations of the 15-foot buffer zone in accordance with 10 V.S.A. § 8006. Upon receipt of such written notification, Respondent Transtar and Respondent Waite shall be permitted to correct, cure or alleviate any alleged violation within 10 business days before any action is taken against either Respondent for the alleged violation. If the alleged violation is corrected, cured or alleviated within the 10 business days, Petitioner shall consider that action as a potential mitigating circumstance under 10 V.S.A. § 8010 (enforcement statute).
- C. Petitioner understands and agrees the statute of limitations has run on the alleged violation in February 2010 and this Assurance is based on the alleged violation in October 2012. Petitioner agrees that Respondent Transtar was not provided proper statutory and regulatory notification of the October 2012 alleged violation and agrees that Mr. Dorr is not personally responsible or liable for the alleged conduct in October 2012. Petitioner understands and agrees that Respondent Waite is in full control of the commercial lumber milling and firewood processing operation and is responsible for the unintentional placement of the logs in October 2012.
- D. Within 10 days of the date this Assurance is entered as a judicial order:

1. Respondent Waite shall pay One Thousand Dollars (\$1,000.00), as a civil penalty for the violations set forth herein, by check payable to **State of Vermont**.
 2. Respondent Waite shall send a check in the amount of Ten Dollars (\$10.00), to the Board, payable to **Town of Dorset**, to pay the fee for recording a notice of this Assurance in the land records of the Town of Dorset.
 3. Each Respondent shall send the Board an executed acceptance of service of the judicial order, on a form approved by the Board, showing that each Respondent has actual notice of the judicial order.
 4. No further costs will be assessed by the Natural Resources Board under this Assurance with regard to the facts described in or associated with this Assurance.
- E. All payments and documents required by this Assurance shall be sent to:
- Natural Resources Board
National Life Dewey Building
Montpelier, Vermont 05620-3201
- F. Neither Respondent Waite nor any other party to this Assurance shall deduct, or attempt to deduct, any payments, penalties, contributions or other expenditures required by this Assurance from his, her or its state or federal taxes.
- G. The State of Vermont and the Natural Resources Board reserve continuing jurisdiction to ensure compliance with all statutes, rules, and regulations applicable to any future violations.
- H. Nothing in this Assurance shall be construed as having relieved, modified, waived or otherwise affected Respondents' continuing future obligation to comply with all other applicable state statutes, regulations or directives.
- I. This Assurance shall become effective only after it is signed by all parties and entered as an order of the Superior Court, Environmental Division pursuant to 10 V.S.A. § 8007(c). In the event that such order is vacated, the Assurance shall be null and void.
- J. Pursuant to 10 V.S.A. § 8007(d), neither Respondent shall be liable for additional civil or criminal penalties with respect to the specific facts described herein.
- K. The Board reserves the right to extend any deadline in this Assurance for good cause beyond the Respondents' control. Otherwise, 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.
- L. Violation of any provision of this Assurance, as this Assurance is entered as a judicial order pursuant to 10 V.S.A. § 8007(c), 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 set forth in 10

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V.S.A. chapters 201 and/or 211.

M. 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.

TRANSTAR, LLC

By: Donald Dorr
Donald D. Dorr, Member

BE IT REMEMBERED that on the 24th day of Aug., 2016, personally appeared Donald D. Dorr, a signer of the foregoing written instrument who is known to me and acknowledged the same to be his free act and deed as a Member of Transtar, LLC, and the free act and deed of Transtar, LLC.

Before me: [Signature]
Notary Public
My Commission Expires: 2/10/19

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

Bruce Waite
Bruce Waite

BE IT REMEMBERED that on the 24th day of Aug., 2016, personally appeared Bruce Waite, a signer of the foregoing written 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.

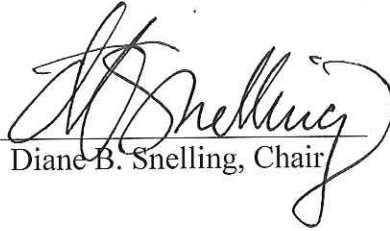
Before me: [Signature]
Notary Public
My Commission Expires: 2/10/19

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

DATED in Montpelier, Vermont this 24 day of October 2016.

NATURAL RESOURCES BOARD

By: _____


Diane B. Snelling, Chair