

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

Natural Resources Board,     )  
  )  
Petitioner,                     )  
  )  
v.                                 )  
  )  
Riverside Horse Farm, LLC.,   )  
Respondent.                    )

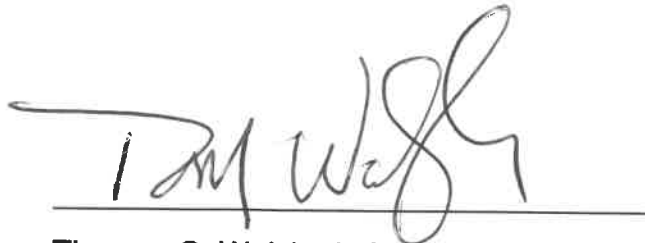
Docket # 58-5-17 Vtec

**AMENDED ORDER**

Based on the agreement of the parties in the Amendment to the Assurance of Discontinuance filed in the above captioned matter on January 5, 2018, the Assurance of Discontinuance entered as an order of this Court on May 15, 2017, is hereby amended by the Amendment to the Assurance of Discontinuance signed by the Respondent on November 30, 2017 and signed on behalf of the Natural Resources Board on January 5, 2018, and filed with the Superior Court, Environmental Division, on January 5, 2018.

The Amendment is hereby entered as an order of this Court.

Dated this 17th of January, 2018.



Thomas G. Walsh, Judge  
Vermont Superior Court  
Environmental Division

STATE OF VERMONT

Superior Court

Environmental Division  
Docket No. 58-5-17 Vtec

Natural Resources Board,  
Petitioner

REVISED ASSURANCE OF  
DISCONTINUANCE

v.

Riverside Horse Farm, LLC,  
Respondent

**REVISED ASSURANCE OF DISCONTINUANCE**

Pursuant to the provisions of 10 V.S.A. § 8007, the Natural Resources Board (the "Board") and Riverside Horse Farm, LLC (Respondent) hereby enter into this Revised Assurance of Discontinuance (Revised Assurance), and stipulate and agree as follows:

**STATEMENT OF FACTS**

1. Respondent owns property located on Tweed River Drive in Pittsfield and Stockbridge, Vermont (the Project Tract).
2. The operations on the Project Tract are authorized under Land Use Permit series 3W0948 (the Permit), which, among other things, authorized Respondent to construct a 5,000-square foot storage/function barn on the Project Tract.
3. On May 15, 2017, the Parties entered into an Assurance of Discontinuance (the "Original AOD") in which certain alleged violations were resolved.
4. In Paragraph B of the Original AOD, Respondent was authorized to hold certain weddings and events on the Project Tract pending issuance of a final and unappealable decision on the Permit Amendment (as defined in the Original AOD). The Original AOD was approved by the Superior Court, Environmental Division on May 16, 2017.
5. Respondent has filed the application for the Permit Amendment in accordance with the Original AOD. That application is still pending before the District Commission, which has not yet issued a final decision. However, on October 2, 2017, the Commission issued an interim order holding that Respondent must seek an amendment to its Permit to authorize additional traffic generation and

parking. Respondent is currently preparing such an application and will be filing it shortly.

6. The Parties hereby desire to amend the Original AOD to allow Respondent to continue its operations pending issuance of a final decision on the application for the Permit Amendment and the application to increase the parking and traffic associated with weddings and events held on the Project Tract (collectively, the "Amendment Applications").

### **AGREEMENT**

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

- A. Respondent shall comply with Permit series 3W0948 (Altered). The Original AOD will continue in full force and effect except to the extent that it is modified by this Revised Assurance.
- B. Pending issuance of a final and unappealable decision(s) on the Amendment Applications, Respondent may hold weddings and events on the Project Tract that comply with the conditions provided in the Original AOD, provided that:
  - a. For weddings:
    - i. Riverside will take reasonable steps to keep traffic levels down, including asking staff and others it controls to carpool. Riverside also will continue to maximize the use of shuttles on Fridays and Saturdays to bring area guests to and from the site.
    - ii. Riverside will be limited to 125 daily vehicle round trips, including shuttles and vehicles of guests, independent contractors, and staff.
    - iii. Riverside will be limited to 75 parking spaces.
  - b. For the events scheduled for February 2, 2018 (the Winter Agoge Race); March 3, 2018 (the Snowshoe Race); May 5, 2018 (the Peak Ultra Blood Root Race); June 8, 2018 (Summer Agoge Race); and August 18, 2018 (the Peak Wood Splitter Mountain Bike Race):
    - i. Riverside will be limited to 200 daily vehicle round trips.
    - ii. Riverside will be limited to 200 parking spaces.

- c. For the "Farm-to-Fork Fondo" Race scheduled for the third weekend in July, 2018, Riverside will be limited to 350 daily vehicle round trips and 350 parking spaces on Saturday, July 21, 2018, and 400 daily vehicle round trips and 400 parking spaces on Sunday, July 22, 2018.
  - d. Other events may be held subject to prior, written authorization by the Board, which authorization may be granted without an amendment to this Agreement and/or Court approval.
  - e. The traffic and parking restrictions set forth herein shall be superseded by any higher (less restrictive) limits imposed in any permit or decision relating to the Amendment Application, and thereafter shall be superseded by the terms and conditions (whether less or more restrictive) set forth in a final and unappealable decision on the Amendment Application.
- C. 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.
- D. Nothing in this Revised Assurance shall be construed as having relieved, modified, waived or otherwise affected Respondent's continuing obligation to comply with applicable state or local statutes, regulations or directives.
- E. This Revised Assurance shall become effective only after it is signed by all parties and entered as an order of the Superior Court, Environmental Division (the "Effective Date"). When so entered by the Superior Court, Environmental Division, this Revised Assurance shall become a judicial order pursuant to 10 V.S.A. § 8007(c). In the event that such order is vacated, the Revised Assurance shall be null and void.
- F. Pursuant to 10 V.S.A. § 8007(d), Respondent shall not be liable for additional civil or criminal penalties with respect to the specific facts set forth herein, provided that Respondent fully complies with this Revised Assurance.
- G. The Board reserves the right to grant reasonable extensions of any deadline contained herein, upon prior reasonable request by Respondent.
- H. This Revised 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.

- I. Alleged representations not set forth in this Revised Assurance, whether written or oral, shall not be binding upon any party hereto, and such alleged representations shall have no legal force or effect.
- J. When this Revised Assurance is entered as a judicial order, violation of any provision of this Revised Assurance shall be deemed to be a violation of a judicial order and may result in further enforcement action, including contempt proceedings, the imposition of injunctive relief, and/or the imposition of penalties, including penalties under 10 V.S.A. chapters 201 and/or 211.
- K. This Revised Assurance is subject to the provisions of 10 V.S.A. §§ 8007 and 8020.

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**SIGNATURES**

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

Dated at Rutland, Vermont, this 30<sup>th</sup> day of November, 2017.

Riverside Horse Farm, LLC

By Peter M. Borden  
Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF Rutland, ss.

BE IT REMEMBERED that on the 30<sup>th</sup> day of November, 2017, personally appeared Peter Borden, individually and as the duly authorized agent of Riverside Horse Farm, LLC signer and sealer of the foregoing instrument who is known to me or who satisfactorily established their identity to me and acknowledged the same to be the free act and deed of Riverside Horse Farm, LLC and that he has the authority to contract on behalf of Riverside Horse Farm, LLC and that he has been duly authorized to enter into the foregoing Revised Assurance on behalf of that entity.

Before me,

[Signature]  
Notary Public

My Commission Expires: 2/10/19

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

Dated in Montpelier, Vermont, this 9 day of January, 2018

Natural Resources Board

By:

[Signature]  
Diane B. Snelling, Chair