

4. On May 6, 2010, acting to follow-up on a previous citizen complaint about Respondent burning animal wastes and other historical complaints of improperly disposed-of animal remains, District 7 Environmental Coordinator Kirsten Sultan and Permit Compliance Officer John Wakefield visited the project tract and witnessed a large pile of solid waste containing portions of animal remains approximately 40 feet from the permitted building.
5. Respondent violated Condition No. 7 of the Permit and 10 V.S.A. § 6081(a) by failing to properly dispose of solid waste from the butchering process.

AGREEMENT

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

- A. Respondent shall abide by Condition 7 of the Permit and properly dispose of all solid waste generated by the butchering process as required thereby.
- B. With respect to the existing pile of solid waste described in Paragraph 4 above, Respondent shall either remove the existing pile of solid waste and dispose of it at an approved landfill within forty-five (45) days the date on which this Assurance is signed by the Environmental Division of the Superior Court, or Respondent shall immediately:
 - (1) cover all animal remains in the solid waste pile with at least twenty-four inches (24") of soil;
 - (2) take all other necessary steps to manage the existing solid waste pile to avoid migration of offensive odors, flies, pests and scavengers offsite, and;
 - (3) file and diligently pursue an amendment to its Act 250 permit for an after-the fact authorization for Respondent's solid waste pile.

Should the District Commission deny any requested amendment to allow on-site composting of the existing solid pile, Respondent shall remove the existing pile of solid waste and dispose of it at an approved landfill within thirty (30) days of such denial, notwithstanding any appeal(s) of said denial.

- C. Pursuant to Condition 7 of the Permit, Respondent may seek authorization via a permit amendment for the future on-site composting of butchering process waste.
- D. Respondent shall comply with all applicable Accepted Agricultural Practices issued by the Vermont Agency of Agriculture, Food and Markets pursuant to 6 V.S.A. § 4810 and all applicable Accepted Composting Practices issues by the Agency of

Natural Resources pursuant to 10 V.S.A. § 6605j.

- E. Within thirty days of the date on which this Assurance is signed by the Environmental Court, Respondent shall pay to the State of Vermont, pursuant to 10 V.S.A. Ch. 201, a total civil penalty in the amount of **TWO THOUSAND DOLLARS (\$2,000.00)** for the violation noted herein as follows:

On or before October 31, 2010:	\$ 68.00 (enforcement costs)
	\$ 10.00 (filing fee) ¹
On or before November 30, 2010:	\$483.00
On or before December 31, 2010:	\$483.00
On or before January 31, 2011:	\$483.00
On or before February 28, 2011:	\$483.00

Payment shall be by check made payable to the "Treasurer, State of Vermont" and forwarded 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

Late payments shall bear interest at the rate of twelve percent (12%) per annum. In the event that Respondent fails to make any payment by the date due, the Land Use Panel, at its option, may declare the whole amount then owing under this Assurance due and payable, any terms herein to the contrary notwithstanding.

- F. Any payment by the Respondent pursuant to this Assurance is made to resolve the violations set forth herein and shall not be considered to be a charitable contribution, business expense, or other deductible expense under the federal or state tax codes. Respondent shall not deduct, nor attempt to deduct, any payments, penalties, contributions or other expenditures required by this Assurance from Respondent's state or federal taxes.
- G. A notice of this Assurance shall be filed in the land records of the municipality where this project is located within thirty days of the date on which this Assurance is signed by the Environmental Court.
- H. On or before October 31, 2010, the Respondent shall forward payment in the amount of **Ten Dollars (\$10.00)**, by check made payable to the municipality in question, to the Land Use Panel at the address listed above for the purpose of paying the recording fee.
- I. 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 violation set forth herein above.

- J. Nothing in this Assurance shall be construed as having relieved, modified, waived or otherwise affected the Respondent's continuing obligation to comply with all other applicable state or local statutes, regulations or directives applicable to the Respondent, including, without limitation the federal Clean Water Act, 33 U.S.C. § 1251 *et seq.* and the Vermont Water Pollution Control Act, 10 V.S.A. § 1250 *et seq.*
- K. This Assurance shall become effective only after it is signed by all parties and entered as an order of the Environmental Division of the Superior Court. When so entered by the Environmental Division of the Superior Court, 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 Respondent shall not be liable for any additional civil or criminal penalties with respect to the specific facts described herein and about which the Land Use Panel has notice on the date the Court signs this Assurance, provided that the Respondent fully complies with the agreements set forth above.
- M. 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 Environmental Division of the Superior Court. 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.
- N. 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.
- O. 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.

Dated at Barnet, Vermont, this 25th day of September, 2010.

BRYAN F. ADAMS
By: Bryan F. Adams
Bryan F. Adams

STATE OF VERMONT
COUNTY OF Caledonia, ss.

BE IT REMEMBERED that on the 28th day of September, 2010,
personally appeared BRYAN F. ADAMS, 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,



Notary Public

My Commission Expires: 2-10-2011

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

Dated in Montpelier, Vermont, this 29th day of September, 2010.

LAND USE PANEL

By:


Peter F. Young, Jr., Chair

¹ Separate filing fee for Notice of AOD as per Paragraph H hereof.