

STATE OF VERMONT

Superior Court

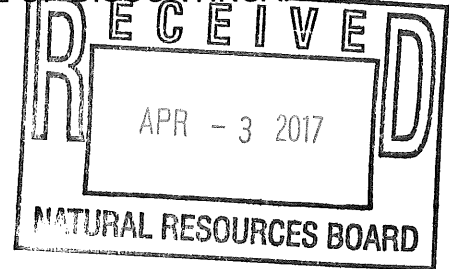
Environmental Division
Docket No.

Natural Resources Board,
Petitioner

v.

Catamount Forest Products, LLC,
Respondent

ASSURANCE OF DISCONTINUANCE



VIOLATION

Commencement of development without a Land Use Permit. 10 V.S.A. § 6081(a).

ASSURANCE OF DISCONTINUANCE

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

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS

1. Respondent owns ±48 acres of land identified in Book 59 Pages 237-238 of the land records of Groton, Vermont (the "Project Tract"), as the subject of a deed to Rodney R. Rood, Jr. and Julie L. Rood.
2. In or around 2006, Respondent constructed a 30 by 50-foot garage on the Project Tract for both personal use and for a commercial roofing business. The garage is now used for Respondent's forest products business.
3. Since at least 2012, Respondent has operated numerous commercial enterprises from the Project Tract including wood chip production, forestry consulting, and campfire wood production. The wood chips produced fuel large heating plants all over northern Vermont and produces about 12,000 tons of commercial wood chips per year.
4. In or around 2015, Respondent constructed a 50 by 100-foot chip building for the purpose of screening woodchips and storing screened woodchips.

5. Respondent did not receive an Act 250 Land Use Permit prior to constructing the above stated commercial operations and buildings, and therefore Respondent commenced development without a Land Use Permit in violation of 10 V.S.A. § 6081(a).
6. On January 14, 2016, the Board issued a Notice of Alleged Violation to the Respondent, which notified Respondent that an Act 250 Land Use Permit was required for the above operations and directed Respondent to apply for a permit by May 31, 2016.
7. Respondent diligently pursued an Act 250 Land Use Permit and obtained a Permit on September 14, 2016 authorizing the existing office addition to an existing personal garage, an expansion of the garage, the existing truck storage garage, the existing firewood kiln, the existing firewood storage building, and the gravel equipment storage and staging areas (the "Permitted Project") on a 3.89 acre portion of the Project Tract.

AGREEMENT

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

- A. Respondent shall comply with Land Use Permit 7C1369.
- B. No later than **30 days** following the entry of this Assurance as an Order by the Superior Court, Environmental Division, the Respondents shall pay, in separate checks, the following:
 1. pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of **\$4,9500.00** for the violations noted herein, by check made payable to the "State of Vermont."
 2. pursuant to 10 V.S.A. §8010(e)(2), the amount of **\$561.37** to reimburse the Natural Resources Board for the costs of this enforcement action by check made payable to the "State of Vermont."
 3. the amount of **\$10.00** for the purpose of paying the recording fee for the filing of a notice of this Assurance in the Groton land records, by check made payable to the "Town of Groton, Vermont."

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- C. No later than **30 days** following the entry of this Assurance as an Order by the Superior Court, Environmental Division, the Respondent shall mail the Board notarized, written acknowledgement of receipt of the Court's Order.
- D. All payments and documents required by this Assurance shall be sent to the following address unless otherwise noted:
- Natural Resources Board
Dewey Building
1 National Life Drive
Montpelier, Vermont 05620-3201
- E. Respondent shall not deduct, nor attempt to deduct, any payment made to the State pursuant to this Assurance from Respondent's reported income for tax purposes or attempt to obtain any other tax benefit from such payment.
- F. 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.
- G. Nothing in this Assurance shall be construed as having relieved, modified, waived or otherwise affected the Respondent's 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), the Respondent shall not be liable for additional civil or criminal penalties with respect to the specific facts set forth herein, provided that the Respondent fully complies with this Assurance.
- J. The Board reserves the right to make reasonable extensions of any deadline contained herein, upon prior request by the Respondents, for good cause beyond either Respondent's control.
- K. This 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.

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- L. 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.
- M. 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 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.
- N. 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 Groton, Vermont, this 30 day of March, 2017.

Catamount Forest Products, LLC

By Rodney Rood, Jr. For CFP
Rodney Rood, Jr.,
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF Caledonia, ss.

BE IT REMEMBERED that on the 30th day of March, 2017, personally appeared **Rodney Rood, Jr.** as the duly authorized agent of **Catamount Forest Products, LLC** signer and sealer of the foregoing instrument who is known to me or who satisfactorily established his identity to me and acknowledged the same to be the free act and deed of **Catamount Forest Products, LLC** and that he has the authority to contract on behalf of **Catamount Forest Products, LLC** and that he has been duly authorized to enter into the foregoing Assurance on behalf of that entity.

Before me,

Linda P. Quinn
Notary Public
My Commission Expires: 2/10/2019


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

Dated in Montpelier, Vermont, this 15 day of May, 2017

Natural Resources Board

By:



Diane B. Snelling, Chair

STATE OF VERMONT
SUPERIOR COURT
ENVIRONMENTAL DIVISION

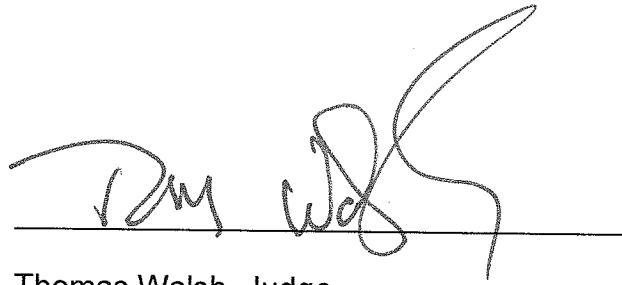
Vermont Natural Resources Board,)
Petitioner,)
)
v.)
)
Catamount Forest Products, LLC,)
Respondent.)

Docket # 56-5-17 Vtec

ORDER

The Assurance of Discontinuance signed by the Respondent on March 30th, 2017, and filed with the Superior Court, Environmental Division, on May 15th, 2017, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007(c).

Dated this 16th day of May 2017.



Thomas Walsh, Judge
Vermont Superior Court
Environmental Division