

The Project shall be completed, operated and maintained as set forth in accordance with the plans and exhibits on file with the District Environmental Commission, and in accordance with the conditions of this permit. No material or substantial changes shall be made in the Project without the written approval of the District Environmental Commission.

4. In or about May of 2010, Respondents completed construction of another building for long term storage (Building 3) to the east of Building 1. Respondents did not obtain an Act 250 permit amendment for the construction of Building 3.
5. In or about December of 2011, Respondents completed construction of a smaller building for long term storage (Building 4) to the west of Building 2. Respondents did not obtain an Act 250 permit amendment for the construction of Building 4.
6. During the spring of 2012, Respondents completed construction of an additional small building for long term storage (Building 5) to the west of Building 4. Respondents did not obtain an Act 250 permit amendment for the construction of Building 5.
7. In March, 2013, Respondents initiated construction of an additional proposed building for long term storage, identified on the Proposed Site Plan prepared by Phelps Engineering on February 27, 2013 as Building 8.
8. The construction of Buildings 3, 4, 5 & 8, and each of them, had the potential for significant impacts under Criterion 4 (erosion) or Criterion 8 (aesthetics) or both. The construction of each of these buildings constituted a material change to the permitted project.
9. Respondents constructed Buildings 3, 4, and 5 and initiated construction of Building 8 without Act 250 Land Use Permit Amendments, in violation of Act 250 Rule 34(A) and Condition 1 of the Permit, as amended.
10. To date, Respondents have not obtained permit amendments for Buildings 3, 4, 5, or 8.

AGREEMENT

- A. Respondents shall comply with Land Use Permit 9A0262, as amended, and shall construct no further changes to the project without an Act 250 permit amendment or written statement from the district coordinator that no permit amendment is needed.
- B. Within 90 days of the date of this Assurance is entered as a judicial order,

Respondents shall file one or more complete Act 250 permit amendment applications for Buildings 3, 4, 5, 8 and any other changes Respondents wish to make to the permitted project. Respondents shall diligently pursue said application(s). If the Respondents fail to file said permit applications by that date, Respondents shall remove any unpermitted structures no later than ninety (90) consecutive calendar days following the effective date of this Order. If Respondents timely file a complete application and that application is denied and that denial becomes final, Respondents shall remove any unpermitted structures no later than (90) consecutive calendar days following the date of said final denial.

- C. Within 10 days of the date of this Assurance is entered as a judicial order, Respondent shall send the Panel a check in the amount of \$10.00 (U.S. dollars), payable to **Town of New Haven**, to pay the fee for recording a notice of this Assurance in the land records of the municipality where the project is located.
- D. Within 30 days of the date this Assurance is entered as a judicial Order, Respondents shall:
- a. pay a civil penalty in the amount of **\$8,250.00** (U.S. dollars), by check payable to: **Treasurer, State of Vermont**;
 - b. reimburse the Panel for the costs of enforcement in the amount of **\$72.75** (U.S. dollars), by check, payable to: **Vermont Natural Resources Board**.
 - c. deliver to the Panel an executed acceptance of service, on a form approved by the Panel, showing that Respondents have actual notice of the Order and Assurance.
- E. All payments required by this Assurance shall be sent to:
- Denise Wheeler, Business Manager
Vermont Natural Resources Board
National Life Dewey Building
National Life Drive
Montpelier, Vermont 05620-3201
- F. Respondents shall not deduct, nor attempt to deduct, any payment made to the State pursuant to this Assurance from Respondents' reported income for tax purposes or attempt to obtain any other tax benefit from such payment.
- G. 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.

- H. 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.
- 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. 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.
- J. Pursuant to 10 V.S.A. § 8007(d), the 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.
- 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 W. St Albans, Vermont, this 5 day of April, 2013.


Stephen F. Dupoise

STATE OF VERMONT.
COUNTY OF Addison, ss.

BE IT REMEMBERED that on the 5 day of April, 2013, personally appeared Stephen F. Dupoise, signer(s) of the foregoing instrument who is/are known to me or who satisfactorily established his identity to me and acknowledged the same to be his free act and deed.

Before me,

Stacey O Brown
Notary Public
My Commission Expires: 2/10/15

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

DATED at Middlebury, Vermont, this 5th day of April, 2013.

Marcia C. Dupoise
Marcia Dupoise

STATE OF VERMONT
COUNTY OF Addison, ss.

BE IT REMEMBERED that on the 5th day of April, 2013,
personally appeared Marcia Dupoise, signer(s) of the foregoing instrument who is/are
known to me or who satisfactorily established her identity to me and acknowledged the
same to be her free act and deed.

Before me,

Stacey O Brown
Notary Public
My Commission Expires: 2/10/15

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

DATED at Middlebury, Vermont, this 5 day of April, 2013.

ETHAN ALLEN HIGHWAY
STORAGE, LLC

By:


Authorized Agent

Stephen F. Dupoise
(Print Name)

BE IT REMEMBERED that on the 5th day of April, 2013,
personally appeared Stephen F. Dupoise, 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/her free act and deed and the free act and
deed of Ethan Allen Highway Storage, LLC.

Before me: Stacey Brown
Notary Public

Commission Expires: 2/10/2015


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

DATED in Montpelier, Vermont, this 13th day of May, 2013.

LAND USE PANEL

By:


Ronald A. Shems, Chair