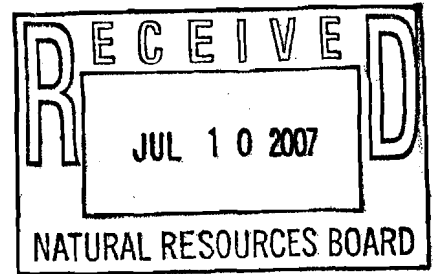


STATE OF VERMONT  
ENVIRONMENTAL COURT



Vermont Natural Resources Board, )  
Land Use Panel )  
Petitioner, )  
v. )  
Patricia Farrington, Harry Farrington, and )  
Honora Winery & Vineyard, Inc., )  
Respondents. )

Docket # 134-7-07 Vtec

**ORDER**

The Assurance of Discontinuance signed by the Respondent on June 20, 2007, and filed with the Environmental Court on July 2, 2007, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007 (c).

Dated this 9<sup>th</sup> day of July 2007.

A handwritten signature in cursive script that reads "Merideth Wright".

Merideth Wright,  
Environmental Judge

STATE OF VERMONT

ENVIRONMENTAL COURT

Docket No.

**LAND USE PANEL of the  
NATURAL RESOURCES BOARD,**

Petitioner,

**ASSURANCE OF DISCONTINUANCE**

v.

**PATRICIA FARRINGTON,  
HARRY FARRINGTON,  
HONORA WINERY & VINEYARD, INC.**

Respondents.

**ALLEGED VIOLATIONS**

- I. Commencement of development and commencement of construction on a development without an Act 250 Land Use Permit.
- II. Failure to obtain a wastewater permit required pursuant to 10 V.S.A. § 1973.

**ASSURANCE OF DISCONTINUANCE**

Pursuant to the provisions of 10 V.S.A. § 8007(a)-(c), the Land Use Panel of the Natural Resources Board (Panel) and Patricia and Harry Farrington and Honora Winery & Vineyard, Inc. (collectively Respondents) hereby enter into this Assurance of Discontinuance (Assurance or AOD).

**STATEMENT OF FACTS AND DESCRIPTION OF ALLEGED VIOLATIONS**

1. Respondents Patricia and Harry Farrington own an approximately 175 acre parcel of land located on the Collins Road in Halifax, Vermont, described in book 45, pages 242-248, and book 42, pages 243-244 of the Halifax land records.
2. Respondent Patricia Farrington owns and operates a commercial winery and vineyard, Honora Winery & Vineyard, Inc. at the Respondents' Halifax property.
3. Honora Winery & Vineyard, Inc. is a Vermont corporation. Respondent Patricia Farrington is the president of Honora Winery & Vineyard, Inc.
4. Respondents commenced development and commenced construction on a development at the Respondents' Halifax property without first having obtained a permit pursuant to 10 V.S.A. §6081 (Act 250).

5. Respondents failed to obtain a Wastewater permit pursuant to 10 V.S.A. § 1973 prior to construction at the Respondents' Halifax property.
6. Respondents have filed an Act 250 permit application with the District 2 Environmental Commission and a Wastewater permit application with the Agency of Natural Resources. Both permit applications are pending.

### AGREEMENT

- A. Respondents shall cease all construction and other commercial activities at their Halifax property until all necessary permits have been obtained. This prohibition against further construction and commercial activities includes any of the operations involved in the planting of new crops except as allowed in paragraph B; the processing and sale of grapes and/or wine on site; hosting any events for consideration on site; any construction of structures, roads, or parking areas, any clearing, digging, ditching, filling, and the installment of wastewater, potable water or stormwater systems. Routine repair and maintenance of existing development is permitted.
- B. This Assurance shall not prohibit residential use of the property, or the reasonable care of crops that are in the ground, and the planting and care of any plants that were purchased and delivered prior to the date this Assurance is signed. Furthermore, this Assurance shall not prohibit the bottling of processed wine already processed at the time of this agreement.
- C. By signing this Assurance, the Respondents do not admit to any of the allegations in the Statement of Facts and Description of Violations, nor do they concede that Act 250 jurisdiction attaches to the property.
- D. The Respondents waive the protections afforded by 10 V.S.A. §8007(d). The Land Use Panel and the State of Vermont shall not be prohibited or restricted from pursuing further enforcement actions and/or penalties based on the facts alleged in this Assurance or any other set of facts.
- E. This Assurance shall become null and void at such time that all necessary permits, including an Act 250 permit and all applicable Agency of Natural Resources permits are issued.
- F. Nothing in this Assurance shall be construed as having relieved, modified, waived or otherwise affected the Respondents' continuing obligation to comply with all other applicable federal, state or local statutes, regulations and directives.
- G. 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 violations set forth herein above.

- H. This Assurance shall become effective only after it is signed by all parties and entered as an order of the Environmental Court. When so entered by the Environmental 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.
- I. 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 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.
- J. 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.
- K. This Assurance is subject to the provisions of 10 V.S.A. § 8007(a)-(c), but specifically excludes the protections afforded by 10 V.S.A. § 8007(d).

**SIGNATURES**

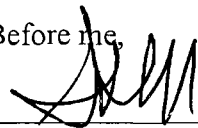
The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted.

Dated at x Brattleboro, Vermont, this x 20<sup>th</sup> day of x June, 2007.

PATRICIA FARRINGTON  
 By   
 PATRICIA FARRINGTON

STATE OF VERMONT  
 COUNTY OF Windsor, ss.

At Brattleboro, Vermont, this 20<sup>th</sup> day of June, 2007, Patricia Farrington personally appeared and swore to the truth of the foregoing.

Before me,  
  
 Notary Public  
 My Commission Expires: 2/10/11

\*\*\*\*\*

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

Dated at Fattleboro, Vermont, this 20<sup>th</sup> day of June, 2007.

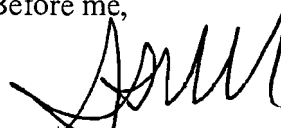
HARRY FARRINGTON

By: Harry Farrington by Patricia Farrington  
HARRY FARRINGTON POA

STATE OF VERMONT  
COUNTY OF Windham, ss.

At Fattleboro, Vermont, this 20<sup>th</sup> day of June, 2007, Harry Farrington personally appeared and swore to the truth of the foregoing, by and through his duly authorized attorney-in-fact, Patricia Farrington

Before me,



Notary Public

My Commission Expires: 2/10/11

\*\*\*\*\*

The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted. Further, I, Patricia Farrington, the undersigned, hereby state under oath that I am President of Honora Winery & Vineyard, Inc., that I have the authority to contract on behalf of Honora Winery & Vineyard, Inc., and that I have been

duly authorized to enter into the foregoing Assurance of Discontinuance on behalf of that entity.

Dated at Dartmouth, Vermont, this 28<sup>th</sup> day of June, 2007.

HONORA WINERY & VINEYARD, INC.

By: Patricia Farrington PRES.  
PATRICIA FARRINGTON PRES.  
(Print Name and Title)

STATE OF VERMONT  
COUNTY OF Windham, ss.

At Dartmouth, Vermont, this 28<sup>th</sup> day of June, 2007,  
Patricia Farrington personally appeared and swore to the truth of the foregoing.

Before me,

[Signature]  
Notary Public  
My Commission Expires: 2/10/11

\*\*\*\*\*

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

Dated in Montpelier, Vermont, this 29<sup>th</sup> day of June, 2007.

LAND USE PANEL

By: Peter Young by Kenneth Smith  
Peter F. Young, Jr., Esq., Chair Assoc. Gen. Comm.  
Nat. Res. Bd.