

**STATE OF VERMONT
ENVIRONMENTAL COURT**

Land use Panel of the
Natural Resources Board,
Petitioner,

Docket No.

ASSURANCE OF DISCONTINUANCE

v.

Granville Manufacturing Company, Inc.,
Robert Fuller, and
Carol Fuller,
Respondents

VIOLATIONS

- I. Commencement of development without an Act 250 Land Use Permit. 10 V.S.A. §6081(a).

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of 10 V.S.A. §8007, the Land Use Panel of the Natural Resources Board (Panel) and Granville Manufacturing Company Inc., and Robert and Carol Fuller (Respondents) hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS

1. Respondents own a 55 acre tract of land at VT Route 100 in Granville, Vermont (project tract).
2. Respondents operate a business on the project tract; the business has two components: a mill that manufactures wood products, and a gravel extraction operation on the southern portion of the property.
3. Small scale gravel extraction began at the project tract as early as 1960. The extraction rate remained steady until 1984; at that time approximately 25,000 cubic yards of material were extracted and sold.
4. In their 28 years of ownership, the Respondents estimate that they have sold between 300,000 and 400,000 cubic yards of gravel from the project tract.
5. Respondents have previously and are currently utilizing a crusher at the project

tract to make crushed gravel.

6. On September 5, 2008, the District 3 Environmental Coordinator issued Jurisdictional Opinion #3-124. This Jurisdictional Opinion determined that an Act 250 Land Use Permit (10 V.S.A. Ch. 151) is required for the gravel extraction operation on the project tract because of the increase in extraction rate and the addition of a crusher.
7. On September 5, 2008, the Coordinator sent Jurisdictional Opinion #3-124 to Jeff Fuller, the son of Robert and Carol Fuller and Vice President of Granville Manufacturing Company, Inc. The Jurisdictional Opinion was not appealed, and no requests for reconsideration were made; Jurisdictional Opinion #3-124 is therefore final.
8. No Land Use Permit has been issued for the gravel extraction operation at the project tract.
9. Respondents' operating of the gravel extraction business at the project tract in the absence of a Land Use Permit constitutes a violation of 10 V.S.A. §6081(a).

AGREEMENT

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

- A. Respondents shall cease all gravel extraction operations at the project tract until an Act 250 Land Use Permit has been obtained for such operations.
- B. The Respondents shall pay to the State of Vermont, pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of Three Thousand (\$3,000.00 (US)) dollars for the violations noted herein. Payments shall be made in accordance with the following schedule:

On or before July 1, 2009:	\$500.00
On or before August 1, 2009:	\$500.00
On or before September 1, 2009:	\$500.00
On or before July 1, 2010:	\$500.00
On or before August 1, 2010:	\$500.00
On or before September 1, 2010:	\$500.00
- C. Respondents shall make said payments by check made payable to the "Treasurer, State of Vermont" and shall be 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

Any payment by Respondents pursuant to this Assurance is made to resolve the violations set forth in this Assurance and shall not be considered to be a charitable contribution, business expense, or other deductible expense under the federal or state tax codes. See Internal Revenue Code §162(f); Treasury Regulation §1.162-21. Respondents shall not deduct, nor attempt to deduct, any payments, penalties, contributions or other expenditures required by this Assurance from Respondents' state or federal taxes.

- D. 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.
- E. 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 state or local statutes, regulations or directives applicable to the Respondent.
- F. 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.
- G. 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 described herein and about which the Land Use Panel has notice on the date the Court signs this Assurance, provided that the Respondents fully comply with the agreements set forth above.
- H. 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.
- I. 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.

J. 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. Further, I, Jeffrey Fuller, the undersigned, hereby state under oath that I am vice President of Granville Manufacturing Company Incorporated, that I have the authority to contract on behalf of Granville Manufacturing Company Incorporated and that I have been duly authorized to enter into the foregoing Assurance of Discontinuance on behalf of that entity.

Dated at Granville, Vermont, this 4 day of May, 2009.

Granville Manufacturing Company Incorporated

By: [Signature]

Jeffrey Fuller v.p.
(Print Name and Title)

STATE OF VERMONT
COUNTY OF Addison, ss.

BE IT REMEMBERED that on the 4 day of MAY, 2009, personally appeared JEFF FULLER, duly authorized agent of Granville Manufacturing Company Incorporated, signer of the foregoing written instrument who is known to me or who satisfactorily established his/her identity to me and acknowledged the same to be his/her free act and deed and the free act and deed of Granville Manufacturing Company Incorporated.

Before me,

[Signature]

Notary Public

My Commission Expires: 2/11/2011

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

Dated at _____, Vermont, this _____ day of _____, 2009.

"Deceased"
Robert Fuller

STATE OF VERMONT

COUNTY OF _____, ss.

BE IT REMEMBERED that on the _____ day of _____, 2009, personally appeared Robert Fuller, signer(s) of the foregoing instrument who is/are known to me or who satisfactorily established his/her/their identity to me and acknowledged the same to be his/her/their free act and deed.

Before me,

Notary Public
My Commission Expires: _____

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

Dated at _____, Vermont, this _____ day of _____, 2009.

Carol A. Fuller
Carol Fuller

STATE OF VERMONT

COUNTY OF Addison, ss.

BE IT REMEMBERED that on the 4 day of MAY, 2009, personally appeared Carol Fuller, signer(s) of the foregoing instrument who is/are known to me or who satisfactorily established his/her/their identity to me and acknowledged the same to be his/her/their free act and deed.

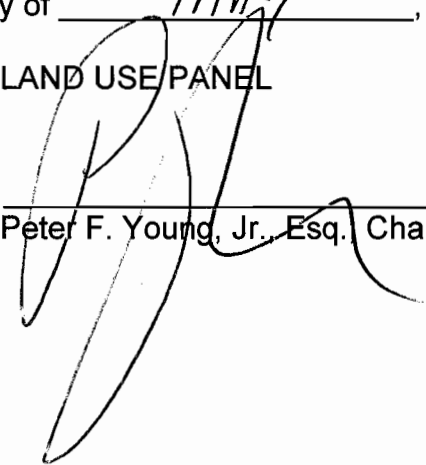
Before me,

Kathy Weir
Notary Public
My Commission Expires: 2/11/2011

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

Dated in Montpelier, Vermont, this 5TH day of MAY, 2009.

LAND USE PANEL

By:  _____
Peter F. Young, Jr., Esq. Chair