

STATE OF VERMONT

Superior Court

Environmental Division
Docket No.

Natural Resources Board,
Petitioner

ASSURANCE OF DISCONTINUANCE

v.

Jeffrey Hachmann
Respondent

VIOLATIONS

Failure to obtain a Land Use Permit amendment pursuant to Act 250 Rule 34(A);

Failure to comply with Permit Conditions 1 and 12 of Land Use Permit 5W1274

ASSURANCE OF DISCONTINUANCE

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

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS

- A. Respondent, Jeffery Hackman ("Hachmann"), during the relevant time period, owned approximately 1.34 acres of land located at 35 Crossroad in the town of Waterbury, Vermont being identified in Book 266, Pages 33-34 of the land records of the Town of Waterbury, Vermont, as the subject of a deed to Jeffrey Hachmann, to which the Town has assigned Tax Parcel ID Number 216-0035.V (the Property).
- B. The Property, subject to Act 250 Land Use Permit 5W1274 (the Permit), generally comprises of a commercial building and associated parking.
- C. Respondent's tenant, during the relevant time period, leased and operated a commercial brewery on the Property subject to the Permit.
- D. Respondent, Jeffery Hachmann, was previously subject to a final enforcement action under Permit Series 5W1274 in December 2006.

E. Condition 1 of the Permit states:

The project shall be completed, maintained and operated as set forth in Findings of Fact and Conclusions of Law #5W1274, in accordance with the plans and exhibits on file with the District Environmental Commission, and in accordance with the conditions of this permit. No changes shall be made in the project without the written approval of the District Environmental Commission.

F. Condition 12 of the Permit states, "There shall be no retail sales at the permitted building."

G. Act 250 Rule 34(A) requires, "a permit amendment...for any material change to a permitted development..."

H. Over the past approximately three years the following changes occurred at the Property:

- From approximately 2011 to November 2013 retail sales occurred.
- An external staircase, a storage trailer, an external cooling unit, and a boundary fence were added;
- During the early fall of 2013 construction commenced on a new storage shed;

I. The above changes occurred prior to the issuance of Land Use Permit amendment, 5W1274-3, and therefore the Respondent violated Act 250 Rule 34(A) and conditions 1 and 12 of the Permit.

AGREEMENT

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

A. Respondent shall comply with Permit series 5W1274.

B. Upon submission of this AOD hand-delivered and signed by the Respondent, the following shall be paid:

1. pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of **Thirteen Thousand Five Hundred Dollars (U.S.) (\$13,500.00)**, 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 **Six Hundred Seventy Five Dollars and Eighty-Five Cents (U.S.) (\$675.85)**, 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 **Ten Dollars (U.S.) (\$10.00)**, for the purpose of paying the recording fee for the filing of a notice of this Assurance in the Waterbury land records, by check made payable to the "Town of Waterbury, Vermont."
- C. 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
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. The Board reserves the right to make reasonable extensions of any deadline contained herein, upon prior request by the Respondent, for good cause beyond either Respondent's control.
- J. 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.

- K. 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.
- L. 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.
- M. 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 Waterbury, Vermont, this 8 day of October, 2015.



JEFFREY HACHMANN

STATE OF VERMONT
COUNTY OF Washington, ss.

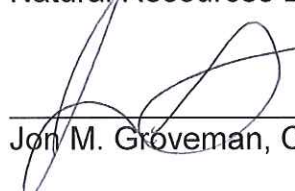
BE IT REMEMBERED that on the 8 day of October, 2015, personally appeared Jeffrey Hachmann, signer of the foregoing instrument who is known to me or who satisfactorily established his identity to me and acknowledged the same to be his free act and deed.

Before me,


Notary Public
My Commission Expires: 2/10/19

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

Dated in Montpelier, Vermont, this 16 day of November, 2015.

By: _____
Natural Resources Board


Jon M. Groveman, Chair