

STATE OF VERMONT

Superior Court

Environmental Division
Docket No.

Natural Resources Board,)
 Petitioner,)
)
 v.)
)
 Meghan's Meadow View, LLC and)
 Stanley Livingston)
 Respondent.)

ASSURANCE OF
DISCONTINUANCE

VIOLATION

Commencement of construction on a development without a Land Use Permit. 10 V.S.A. § 6081(a) and 10 V.S.A. § 6001(3)(iv).

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of 10 V.S.A. § 8007, the Natural Resources Board and Meghan's Meadow View, LLC and Stanley Livingston (Respondents) hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS

1. The subject property (the "Property") is located in the town of Bristol, Vermont, a "1-acre town" for the purpose of assessing "development" under Act 250.
2. The Property is comprised of 2.1 acres.
3. Respondents have substantially completed construction on a 12-unit apartment building in Bristol without a Land Use Permit in violation of 10 V.S.A. § 6081(a) and 10 V.S.A. § 6001(3)(iv).
4. On April 1, 2015, Respondents filed an application for a Land Use Permit with the District 9 Environmental Commission.

AGREEMENT

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

- A. With the exception of those activities necessary for erosion and sedimentation control, the Respondent shall immediately cease any and all construction activities at Plank Road in Bristol.

Assurance of Discontinuance

Natural Resources Board v. Meghan's Meadow View, LLC

Page 2 of 4

- B. Respondent shall continue to diligently pursue an Act 250 Land Use Permit with the District 9 Environmental Commission for the 12-unit apartment building.
- C. For purposes of this AOD, "diligently pursue" shall mean that Respondents shall (a) respond to any and all requests for information from the Act 250 District 9 Environmental Commission, the Coordinator for the Commission, or ANR (as applicable) by the date set by the Commission or Coordinator or ANR; and (b) in good faith meet and comply with all scheduling or other orders or memoranda issued by the Commission or ANR. Respondents shall not be responsible for delays outside their control, including those caused by the Commission or ANR or by other parties to its applications.
- D. No later than 30 days following the entry of this Assurance as an Order by the Superior Court, Environmental Division, the Respondents shall pay the following:
1. pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of **\$7,425.00**, 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 **\$193.00**, 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 Bristol land records, by check made payable to the "Town of Bristol, Vermont ."
- E. 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
- 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

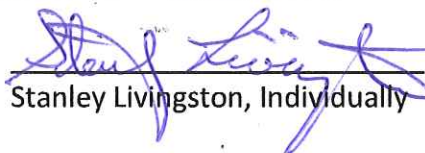
state or local statutes, regulations or directives.

- 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 complies with this Assurance.
- K. 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 Respondents' control.
- L. 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.
- M. 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.
- N. 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.
- O. This Assurance is subject to the provisions of 10 V.S.A. §§ 8007 and 8020.

SIGNATURES

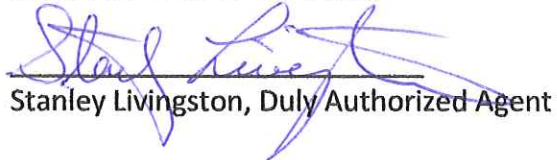
The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted.

Dated at Bristol, Vermont, this 3rd day of June, 2015.


Stanley Livingston, Individually

MEGHAN'S MEADOW VIEW, LLC

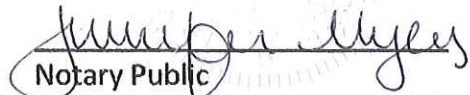
By


Stanley Livingston, Duly Authorized Agent

STATE OF VERMONT
COUNTY OF Addison, ss.

BE IT REMEMBERED that on the 3rd day of June, 2015, personally appeared Stanley Livingston, individually and as the duly authorized agent of Meghan's Meadow View, 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 his free act and deed and the free act and deed of Meghan's Meadow View, LLC and that he has the authority to contract on behalf of Meghan's Meadow View, LLC and that he has been duly authorized to enter into the foregoing Assurance on behalf of that entity.

Before me,


Notary Public

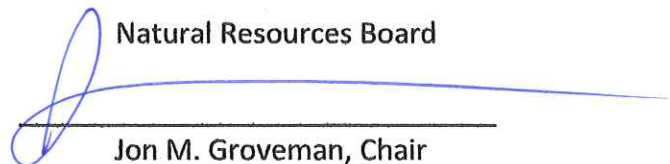
My Commission Expires: 2-10-2019

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

Dated in Montpelier, Vermont, this 20th day of July, 2015.

Natural Resources Board

By:


Jon M. Groveman, Chair