

Temporary Irrigation Withdrawal: Prior to use of the irrigation pump to be installed in the Third Branch, the permittee shall perform a pump test to demonstrate the maximum rate of withdrawal of 140 gpm from the river. The pump test shall be performed under the supervision of a registered professional engineer and the results shall be filed with the ANR River Management's Streamflow Protection Program and the District Environmental Commission (see Condition 16, LUP #3R0542-4).

6. Exhibit 5 of the Permit states, in relevant part:
 - a. Vermont ANR Flow Requirements: The Vermont ANR *de minimus* flow recommendations for the site of the former intake is a maximum withdrawal rate of 140 gpm. This withdrawal rate is acceptable for this temporary withdrawal with some reasonable assurance that the maximum flow rate will be accomplished mechanically (e.g. pump capacity, flow regulator, etc).
7. Respondents installed two 25-horsepower pumps, designed to deliver 550 gpm, and constructed an approximately 8-foot by 10-foot wood frame pump house with a metal roof at the temporary site authorized by the Permit. Respondents buried 200 feet of 8" diameter pipe leading from the pump house to the river.
8. Respondents constructed the pump house without a permit amendment.
9. During the 2013 season, Respondents withdrew irrigation water using this pump station without performing the required pump test under the supervision of a registered professional engineer, as required in Condition 1 of the Permit.
10. On June 6, 2014, Respondents performed a pump test under the supervision of a registered professional engineer. However, this pump test did not demonstrate that 140 gpm was the maximum rate that could be withdrawn.
11. On July 23, 2014, the District 3 Environmental Commission issued Land Use Permit Amendment 3R0542-4D, which authorized use of the irrigation intake/pumping system for the 2014 golf season and requires an amendment application prior to February 28, 2015 for the pump and pump house going forward.
12. Condition 2 of the Permit states:

Riparian Buffer Management Plan: The March 28, 2012, Riparian Buffer Management Plan shall be fully implemented by June 1, 2013. Buffers shall be maintained in an undisturbed, naturally vegetated condition as described in the Riparian Buffer Management Plan. The permittee shall water the plantings as needed during the first year of establishment. Other than maintenance to ensure the health or survival of the plants (e.g., watering and staking), no maintenance including mowing, cutting, and pruning shall be

permitted once the buffer is established. The tree canopy that overhangs the buffer width may only be trimmed if interfering with use of the adjacent golf course. Within twelve to eighteen months following initial installation, the permittee shall replace any dead plants to promote the intended plant diversity.

13. The Riparian Buffer Management Plan incorporated into the Permit is attached as **Exhibit A**.
14. Respondents did not complete the plantings required by the Riparian Buffer Management Plan, as required by Condition 2 of the Permit, until October 30, 2014, several months after having been contacted by the Board regarding this enforcement action.
15. Prior to October 30, 2014, Respondents conducted maintenance activities in the buffer in some areas, including mowing, did not relocate the existing #6 back tee box to the south and onto a terrace further from the river to allow for the full 50-foot buffer width.
16. Condition 5 of the Permit states:

Prior to July 27, 2012, the permittee shall permanently mark the river buffers with signs to prevent inadvertent mowing within the riparian buffers. The signs shall be a minimum of 8.5 inches by 11 inches and mounted on posts **at 50-foot intervals** and shall state, "Stream Buffer Do Not Disturb" or similar statement.
17. Respondents did not post all the required signs until the fall of 2013, and did not place many of the signs along the actual river buffer as delineated and described in the Plan until July 2, 2014, in violation of Condition 5 of the Permit.
18. Since initiation of this enforcement action, Respondents have completed the plantings required by the Riparian Buffer Management Plan and Condition 2 of the Permit, and have properly marked the buffer as required by Condition 5 of the Permit.

AGREEMENT

- A. Respondents shall comply with Land Use Permit 3R0542-4C, as amended, including Condition 8 of Land Use Permit 3R0542-4D, which requires a permit amendment application on or before February 28, 2015 for the irrigation pump and pump house.
- B. Within 30 days of the date this Assurance is entered as an Order by the Superior Court, Environmental Division, the Respondents shall:
 1. Pay a civil penalty in the amount of \$ **7,563.00** (U.S. dollars), by check payable to: **Treasurer, State of Vermont**.
 2. Reimburse the Board \$ **3,156.00** (U.S. dollars) for its enforcement costs pursuant to 10 V.S.A. § 8010(e)(2), by check payable to: **Vermont Natural Resources Board**.

3. Pay \$ **10.00** (U.S. dollars) for the fee for recording notice of this Assurance in the municipal land records, by check payable to: **Town of Randolph, Vermont.**
 4. Deliver to the Board an executed Acceptance of Service, on a form approved by the Board, showing that Respondents have actual notice of the Judicial Order and Assurance of Discontinuance.
- C. Unless otherwise specified herein, Respondents shall send all payments and documents required by this Assurance to:
- Vermont Natural Resources Board
Dewey Building
National Life Drive
Montpelier, Vermont 05620-3201
- D. On or before June 6, 2015, Respondents shall submit to the Board certification that the Riparian Buffer Management Plan has been fully implemented, including certification that the upstream and downstream boundaries of the 50-foot linear reach of stream near the #18 tee, just upstream from the bridge as described in Permit Condition 3 and Section 4.4, subsections 4c and 4d of the Plan, have been permanently marked.
 - E. Unless otherwise ordered by the District Commission, on or before November 1, 2018, Respondents shall relocate the #6 back tee box onto a terrace further from the river to allow for the full 50-foot buffer width, in accordance with Section 4.1 of the Plan.
 - F. Respondents are jointly and severally liable for all obligations under this Assurance.
 - G. Respondents shall not deduct or attempt to deduct any payment made to the State pursuant to this Assurance from that Respondents' reported income for tax purposes or attempt to obtain any other tax benefit from such payment.
 - H. The Natural Resources Board reserves continuing jurisdiction to ensure compliance with all statutes, rules, and regulations applicable to the facts and violations set forth herein.
 - I. 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.
 - J. 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.
 - K. Pursuant to 10 V.S.A. § 8007(d), 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.

- L. The Board may grant reasonable extensions from any deadline in this Assurance upon request, for good cause beyond the Respondents' control.
- M. This Assurance sets forth the complete agreement of the parties and, except as otherwise provided herein, it may be altered, amended, or otherwise modified only by subsequent written agreement signed by the parties hereto or their legal representatives and incorporated in an order issued by the Superior Court, Environmental Division. 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, a 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.
- O. This Assurance is subject to the provisions of 10 V.S.A. §§ 8007 and 8020.

SIGNATURES

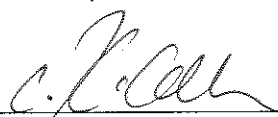
The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted.

DATED at Greenwich, ^{Ct} Vermont, this 10th day of February, 2015.

By 
Jesse F. Sammis, III

connecticut
STATE OF VERMONT
COUNTY OF Fairfield, ss. Greenwich

BE IT REMEMBERED that on the 10th day of February, 2015, personally appeared Jesse F. Sammis, III, 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

Commission Expires: 4/30/16

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

DATED at Greenwich, ^{ct} Vermont, this 10th day of February, 2015.

MONTAGUE GOLF CLUB, LLC

By: [Signature]
(signature)

JESSE F. SAMMIS III
(Print name) Duly Authorized Agent

^{connecticut}
STATE OF ~~VERMONT~~
COUNTY OF Fairfield, ss. Greenwich

BE IT REMEMBERED that on the 10th day of February, 2015, personally appeared JESSE F. SAMMIS, III, individually and as the duly authorized agent of MONTAGUE GOLF CLUB, LLC, signer and sealer of the foregoing 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 MONTAGUE GOLF CLUB, LLC, and that he/she has the authority to contract on behalf of MONTAGUE GOLF CLUB, LLC and that he/she has been duly authorized to enter into this Assurance on behalf of that entity.

Before me,
[Signature]
Notary Public
Commission Expires: 4/30/16

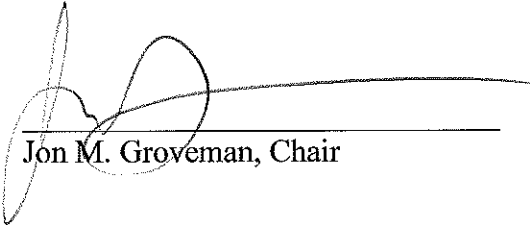


The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted.

DATED in Montpelier, Vermont, this 18 day of March, 2015.

NATURAL RESOURCES BOARD

By:



Jon M. Groveman, Chair