

STATE OF VERMONT
SUPERIOR COURT
ENVIRONMENTAL DIVISION

Vermont Natural Resources Board,
Petitioner,

v.

EVkids, Inc.,
Respondent.

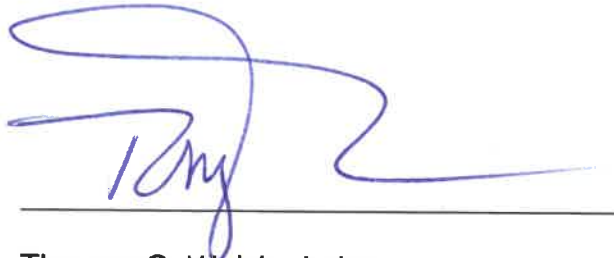
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Docket # 81-8-18 Vtec

ORDER

The Assurance of Discontinuance signed by the Respondent on June 28, 2018 and filed with the Superior Court, Environmental Division, on August 9, 2018 is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007(c).

Dated this 13th day of August, 2018.



Thomas G. Walsh, Judge
Vermont Superior Court
Environmental Division

STATE OF VERMONT

Superior Court

Environmental Division
Docket No.

Natural Resources Board,
Petitioner

ASSURANCE OF DISCONTINUANCE

v.

EVkids, Inc.,
Respondent

VIOLATION

Failure to comply with Land Use Permit 3W0500, Conditions 1 and 8

ASSURANCE OF DISCONTINUANCE

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

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS

1. The permitted project is located at 670 West Hill Extension, and is described in Book 25, Page 180 in the Land Records of the Town of Granville, Vermont (the Project Tract).
2. On July 21, 1986, the District 3 Environmental Commission issued Land Use Permit 3W0500, specifically authorizing the Respondent to use an existing house and renovate a barn for a seasonal summer camp with on-site water and sewage on the Project Tract.
3. Condition 1 of Land Use Permit 3W0500 states:
"The project shall be completed in accordance with the plans and exhibits stamped "Approved" and 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 written approval of the District Environmental Commission."
4. Exhibit 4 to Land Use Permit 3W0500 (Project response to Act 250 Criteria) states, in relevant part, the following: Under "water supplies," "project will not utilize a municipal

- or existing system.” “System will be on site drilled well.” “Earth disturbance will occur at the septic area, drilled well site, and for installation of pipe lines.” “Existing house will retain its appearance.”
5. Exhibits 12 through 15 depict an existing 4-bedroom house approximately 1,850 square feet in finished area, and 24 feet in height.
 6. On November 5, 2014, Respondent commenced demolition of the existing house without first obtaining a Land Use Permit Amendment. Respondent then proceeded to construct a new 5-bedroom house with an additional porch and a partially finished basement, approximately 4,000 square feet in finished area, and approximately 27 feet 6 inches in height. Respondent’s water source is a spring. Respondent is not using the onsite drilled well.
 7. Respondent has constructed an approximately 8- by 10-foot primitive bunk house on the eastern side of the Project Tract and six wooden tent platforms on the western side of the Project Tract that are not depicted on the Site Plan (Exhibit 21).
 8. By changing and expanding the originally permitted project without prior written approval of the District Environmental Commission, and failing to maintain the project in accordance with the plans and exhibits on file, Respondent violated Condition 1.
 9. Condition 8 of LUP 3W0500 states:

“All disturbed areas of the site shall be seeded and mulched from October 15 to April 15, regardless of whether final grading has been finished.”
 10. On November 5, 2014, Respondent commenced work on the house reconstruction project. The project involved soil excavation for enlargement of the house footprint, and the construction of a new foundation. Construction of the new house was substantially completed by April of 2015.
 11. On January 23, 2017, Respondent commenced work on the barn reconstruction project. The ground was snow-covered at the time. The project involved soil excavation for the construction of a new foundation. Construction of the new barn was substantially completed by March 3, 2017.
 12. By twice conducting earth disturbance between October 15 and April 15, Respondent violated Condition 8.
 13. On October 12, 2017, the District 3 Environmental Commission issued Land Use Permit 3W0500-1, specifically authorizing the previous demolition and reconstruction of a house and barn with the same siting and use as the previously permitted seasonal children’s camp. The project also includes relocating six tent platforms closer to the barn in the vicinity of the chapel. The project was previously permitted for up to 24 people for

the on-site water and septic systems.

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 3W0500.
- B. 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 **\$3000.00**, 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 **\$1,078.70**, 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 Granville land records, by check made payable to the "Town of Granville, Vermont."
- C. No later than **30 days** following the entry of this Assurance as an Order by the Superior Court, Environmental Division, the Respondent shall mail the Board a notarized, written acknowledgement of receipt of the Court's Order.
- D. 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
- E. 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.
- F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. 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 Respondent's control.
- K. 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.
- L. 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.
- M. 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.
- N. 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 Boston, Mass., Vermont, this 28th day of June, 2018.

EVKIDS, INC.

By

[Signature]

Name:

ERIC THOMPSON

Duly Authorized Agent

STATE OF Massachusetts
COUNTY OF Middlesex, ss.

BE IT REMEMBERED that on the 28 day of June, 2018, personally appeared Eric Thompson, individually and as the duly authorized agent of EVkids, Inc. 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 EVkids, Inc. and that he has the authority to contract on behalf of EVkids, Inc. and that he has been duly authorized to enter into the foregoing Assurance on behalf of that entity.

Before me,

[Signature]
Notary Public
My Commission Expires



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

Dated in Montpelier, Vermont, this _____ day of _____, 201 .

NATURAL RESOURCES BOARD

By: _____

Diane B. Snelling, Chair