

STATE OF VERMONT

Superior Court

Environmental Division
Docket No.

Natural Resources Board,
Petitioner.

ASSURANCE OF DISCONTINUANCE

v.

Ron & Ericka Gauvin,
Respondent

VIOLATION

Failure to obtain a Land Use Permit 10 V.S.A. § 6081(a).

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of 10 V.S.A. § 8007, the Natural Resources Board and Ron & Ericka Gauvin (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 23.6-acre lot with an existing seasonal camp located on Gore Road in Holland, Vermont.
2. The Town of Holland is a "1-acre town" for the purpose of assessing "development" under 10 V.S.A. 6001(3)(A).
3. The Respondents constructed a ~~26~~²³-unit commercial self-storage building during the summer and fall of 2014. *RG-23*
EG
4. The Respondents have commenced development without a Land Use Permit in 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:

5. No later than 60 days following the entry of this AOD, the Respondents shall submit an Act 250 land use permit application for the activities discussed herein.

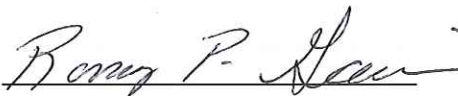
- a. If the Respondents fail to file a complete application for said permit within 60 days Respondents shall remove all unpermitted changes made to date and restore the Project Tract to its natural condition prior to the commencement of the activities referred to herein. The Respondents shall remove all unpermitted improvements.
 - b. If the Respondents timely file a permit application but the permit application is denied by the Commission and said permit denial becomes final, then the Respondents shall remove all unpermitted changes made to date and restore the Project Tract to its natural condition prior to the commencement of the activities referred to herein. The Respondents shall remove all unpermitted improvement and restore the Project Tract within 60 days from the date the permit denial becomes final.
6. Respondents shall: (a) respond to any and all requests for information from the Act 250 District 7 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.
7. 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:
- a. pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of **\$2,500.00**, for the violations noted herein, by good check made payable to the "State of Vermont."
 - b. pursuant to 10 V.S.A. §8010(e)(2), the amount of **\$135.17**, to reimburse the Natural Resources Board for the costs of this enforcement action by good check made payable to the "State of Vermont."
 - c. the amount of **\$10.00** for the purpose of paying the recording fee for the filing of a notice of this Assurance in the Holland land records, by good check made payable to the "Town of Holland, Vermont."
8. 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
9. Respondents are jointly and severally liable for all obligations under this Assurance.

10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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 the imposition of further enforcement action including injunctive relief, contempt proceedings, and/or penalties, including penalties under 10 V.S.A. chapters 201 and/or 211.
19. 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 Newport, Vermont, this 15TH day of APRIL, 2015.



Ron Gauvin

STATE OF VERMONT
COUNTY OF VERMONT, ss.

BE IT REMEMBERED that on the 15TH day of APRIL, 2015, personally appeared Ron Gauvin 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: 7-10-15

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

Dated at Newport, Vermont, this 15TH day of APRIL, 2015.



Ericka Gauvin

STATE OF VERMONT
COUNTY OF VERMONT, ss.

BE IT REMEMBERED that on the 15TH day of APRIL, 2015, personally appeared Ericka Gauvin 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: 7/10/15

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

Dated in Montpelier, Vermont, this 2^{8th} day of May, 2015.

Natural Resources Board

By:



Jon Groveman, Chair