

**STATE OF VERMONT  
ENVIRONMENTAL COURT**

**LAND USE PANEL of the  
NATURAL RESOURCES BOARD,**  
Petitioner

**ASSURANCE OF DISCONTINUANCE**

v.

**J. HUTCHINS, INC.**  
Respondent

**VIOLATION**

- I. Material changes to the project authorized by Land Use Permit No. 4C1064 without a permit amendment, in violation of the permit and Act 250 Rule 34(A).

**ASSURANCE OF DISCONTINUANCE**

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

**STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS**

1. Respondent owns land on Rogers Lane in Richmond, subject to Land Use Permit No. 4C1064 (the Permit), and identified in Book 117, Pages 417-418 of the Richmond land records.
2. The Permit, issued January 17, 2001, authorized the construction of an 8,000 square foot building for office, garage and storage space, with associated parking, landscaping and road improvements.
3. Condition 2 of the Permit provides that: "The Project shall be completed, operated and maintained in accordance with the plans and exhibits on file with the District Environmental Commission and the conditions of this permit."
4. Condition 3 of the Permit provides that: "No changes shall be made in the design or use of this project without the written approval of the District Coordinator or Commission, whichever is appropriate under the Environmental Board Rules."

5. At some time prior to July 25, 2007, Respondent made various changes to the permitted project without a permit amendment, including:
  - a. Relocation of the landscaping area access road to the west of the approved location.
  - b. Relocation of the pump station to the west of the approved location.
  - c. Relocation of the parking and driveway locations in the front of the building.
  - d. Unapproved security floodlights installed over doorways.
  - e. Unapproved dumpster located to the north of the building.
  - f. Unapproved propane tank buried to the west of the building.
  - g. Unapproved storage bins added to the south of the building.
  - h. Unapproved dry hydrant added to pond.
  - i. Relocation of covered fuel tank from approved location south of the building, to the north of the building.
  - j. Relocations and reconfigurations of plantings and planters.
6. These changes violated Conditions 2 and 3 of the Permit.
7. Several of the changes described above had the potential for significant impacts under one or more Act 250 criteria. Specifically, relocation of the access road for the landscaping area, relocation of the parking and driveway locations, installation of unapproved floodlights, fill in a Class III wetland, and the addition of an unapproved dry hydrant, constitute material changes requiring a permit amendment under Act 250 Rule 34(A).
8. These changes were voluntarily brought to the attention of the Panel by the Respondent in connection with a proposed permit amendment.

### AGREEMENT

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

- A. Within thirty (30) days of the date on which this Assurance is signed by the Environmental Court, the Respondent shall pay to the State of Vermont, pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of **\$2,500.00** (U.S. Dollars) for the violations noted herein. Respondent shall pay said penalty by check made payable to the "Treasurer, State of Vermont," and deliver it to:

Denise Wheeler, Business Manager  
Land Use Panel of the Natural Resources Board  
National Life Records Center Building  
National Life Drive

Montpelier, Vermont 05620-3201

- B. Any payment by the Respondent pursuant to this Assurance is made to resolve the violations set forth in this Assurance and shall not be considered to be a charitable contribution or business expense under the federal or state tax codes.
- C. The State of Vermont and the Land Use Panel reserve continuing jurisdiction to ensure future compliance with all statutes, rules, and regulations applicable to the facts and violations set forth herein above.
- D. Nothing in this Assurance shall be construed as having relieved, modified, waived or otherwise affected the Respondent's continuing obligation to comply with all other applicable state or local statutes, regulations or directives applicable to the Respondent.
- E. This Assurance shall become effective only after it is signed by all parties and entered as an order of the Environmental Court. When so entered by the Environmental Court, 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.
- F. Pursuant to 10 V.S.A. § 8007(d), the Respondent shall not be liable for any additional civil or criminal penalties with respect to the specific facts described herein and about which the Land Use Panel has notice on the date the Court signs this Assurance, provided that the Respondent fully complies with the agreements set forth above.
- G. This Assurance sets forth the complete agreement of the parties, and it 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 Environmental Court. 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.
- H. Any violation of any agreement set forth herein will be deemed to be a violation of a judicial order and may result in the imposition of injunctive relief and/or penalties, including penalties set forth in 10 V.S.A. chapters 201 and/or 211.
- I. This Assurance is subject to the provisions of 10 V.S.A. § 8007.

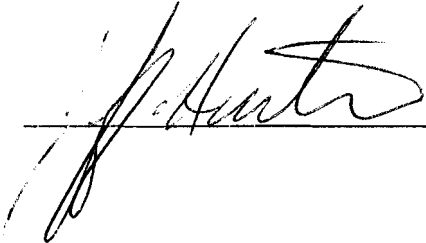
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**SIGNATURES**

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

Dated at RICHMOND, Vermont, this 11<sup>th</sup> day of DEC., 2008.

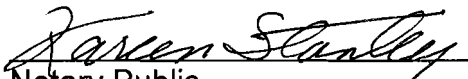
J. HUTCHINS, INC.

By: 

STATE OF VERMONT  
COUNTY OF CHITTENDEN, ss.

BE IT REMEMBERED that on the 11<sup>th</sup> day of DECEMBER, 2008, personally appeared JEFFREY HUTCHINS, signer 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 J. Hutchins, Inc.

Before me,

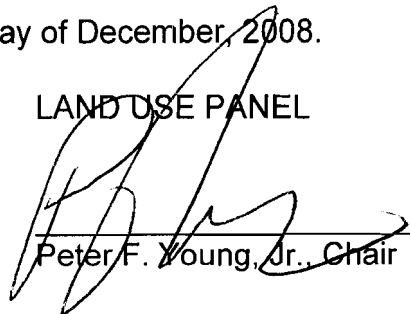
  
Notary Public  
My Commission Expires: 2/10/11

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

Dated in Montpelier, Vermont, this 12<sup>TH</sup> day of December, 2008.

LAND USE PANEL

  
Peter F. Young, Jr., Chair