

STATE OF VERMONT  
SUPERIOR COURT – ENVIRONMENTAL DIVISION

Natural Resources Board,  
Petitioner

v.

Docket No.

Korrow Real Estate, LLC,  
Respondent

**VIOLATION**

- I. Construction of improvements for a commercial purpose without 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 (Panel) and Korrow Real Estate, LLC (Respondent) hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

**STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS**

1. Respondent, Korrow Real Estate, LLC owns an approximately 6.5-acre parcel located at 69 Stony Brook Road in Northfield, Vermont. The parcel is identified in Book 190, Pages 950-951, of the Town of Northfield, Vermont land records (the Project Tract).
2. Respondent, Korrow Real Estate, LLC acquired the Project Tract on August 25, 2011.
3. Respondent built a 7,680-square foot unheated garage on the Project Tract in 2011 or 2012.
4. Pursuant to 10 V.S.A. § 6081 and 10 V.S.A. § 6001(3)(A)(ii) the construction of improvements for commercial purpose on more than one acre of land in a municipality that has not adopted permanent zoning and subdivision bylaws triggers Act 250 jurisdiction. Northfield is has not adopted permanent zoning and subdivision bylaws.
5. Respondent failed to obtain an Act 250 Land Use Permit amendment before commencing construction on the unheated garage and, therefore, violated 10 V.S.A. § 6081(a).

**AGREEMENT**

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

- A. The Respondent shall immediately cease any and all commercial activities on the Project Tract.
- B. 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 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 improvements within sixty (60) days from the date the permit denial becomes final.
- C. Respondent shall (a) respond to any and all requests for information from the Act 250 District 5 Environmental Commission or the Coordinator for the Commission (as applicable) by the date set by the Commission or Coordinator; and (b) in good faith meet and comply with all scheduling or other orders or memoranda issued by the Commission. Respondent shall not be responsible for delays outside their control, including those caused by the Commission.
- D. No later than 30 days following the entry of this Assurance as an Order by the Superior Court, Environmental Division, the Respondent shall pay the following:
  1. Pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of **Five Thousand Six Hundred Dollars and Zero Cents (U.S.) (\$5,600.00)**, for the violations noted herein, by good check made payable to: "Treasurer, State of Vermont."
  2. Pursuant to 10 V.S.A. §8010(e)(2), the amount of **One Hundred and Seventy Four Dollars and Sixty Cents (U.S) (\$174.60)**, to reimburse the Natural Resources Board for the costs of this enforcement action by good check made payable to: "Vermont Natural Resources Board."
  3. The amount of **Ten Dollars and Zero Cents (U.S.) (\$10.00)**, for the purpose

of paying the recording fee for the filing of a notice of this Assurance in the Town of Northfield land records, by good check made payable to: "Town of Northfield, Vermont."

- E. No later than 30 days following the entry of this Assurance as an Order by the Superior Court, Environmental Division, Respondent shall mail the Panel an executed Acceptance of Service, on a form approved by the Panel, showing that Respondent has actual notice of the Judicial Order and Assurance of Discontinuance.
- F. All payments and documents required by this Assurance shall be sent to:
  - Vermont Natural Resources Board
  - Dewey Building
  - 1 National Life Drive
  - Montpelier, Vermont 05620-3201
- G. Respondent are jointly and severally liable for all obligations under this Assurance.
- H. The Respondent shall not deduct or attempt to deduct any payment made to the State pursuant to this Assurance from that Respondent's reported income for tax purposes or attempt to obtain any other tax benefit from such payment.
- I. The State of Vermont Natural Resources Board reserves continuing jurisdiction to ensure compliance with all statutes, rules, and regulations applicable to the facts and violations set forth herein.
- J. 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.
- K. 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.
- L. Pursuant to 10 V.S.A. § 8007(d), 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 comply with this Assurance.
- M. 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 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 Northfield, Vermont, this 6<sup>th</sup> day of December, 2013.

**Korrow Real Estate, LLC**

By Stephen Korrow  
(Signature)

Stephen Korrow, Duly Authorized Agent  
(Printed Name)

STATE OF VERMONT  
COUNTY OF RUTLAND, ss.

BE IT REMEMBERED that on the 6<sup>th</sup> day of December, 2013, personally appeared Stephen Korrow, as the duly authorized agent of **Korrow Real Estate, 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 **Korrow Real Estate, LLC** and that he has the authority to contract on behalf of **Korrow Real Estate, LLC** and that he has been duly authorized to enter into the foregoing Assurance on behalf of that entity.

Before me,

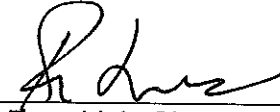
Margaret Mudge  
Notary Public  
My Commission Expires: 2/10/15

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

Dated in Montpelier, Vermont, this 14<sup>th</sup> day of January, 2014.

NATURAL RESOURCES BOARD

By:



Ronald A. Shems, Chair