

STATE OF VERMONT

Superior Court

Environmental Division  
Docket No.

Natural Resources Board,  
Petitioner,

v.

Mayotte's Tree Service & General  
Maintenance Inc., and Charles &  
Susan Mayotte,  
Respondents.

ASSURANCE OF  
DISCONTINUANCE

**VIOLATION**

*Commencement of development 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 and Mayotte's Tree Service & General Maintenance Inc., and Charles & Susan Mayotte (Respondents) hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

**STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS**

1. The subject property (the "Property") is located in the town of Guilford, Vermont, a "1-acre town" for the purpose of assessing "development" under Act 250.
2. The Property is comprised of two tax parcels, Parcel 145 at 0.9 acres, and Parcel 144 at 1.6 acres.
3. On February 29, 2000, Respondents registered with the Vermont Secretary of State's Office as Mayotte's Tree Service & General Maintenance, Inc., operating out of the Respondent's current location, 3634 Bonnyvale Road (the "Property").
4. Sometime between 1998 and 2008, Respondents constructed a 3-bay commercial garage that currently stands on the Property.
5. Sometime between 2009 and 2014, Respondents constructed an additional commercial garage that currently stands on the Property, as well as an expanded parking area.
6. On April 14, 2015, the Respondents submitted a Land Use Permit application for the previous construction of the two commercial pole barns; the 3-bay garage measuring 39 feet by 52 feet and the additional commercial garage measuring 39.6 feet by 39.6 feet.

7. Respondents 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:

- A. The Respondents shall continue to diligently pursue an Act 250 Land Use Permit with the District 2 Environmental Commission for the continued commercial operation of the tree service and general maintenance facility.
- B. For purposes of this AOD, "diligently pursue" shall mean that Respondents shall (a) respond to any and all requests for information from the Act 250 District 2 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.
- C. 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 **\$6,500.00**, for the violations noted herein, by check made payable to the "State of Vermont." Payment of the \$6,500 penalty shall be made as follows: 12 equal payments of \$541.67 shall be paid on the first of each month for 12 consecutive months. The first such payment shall be made on the first day of the first month following the issuance of this AOD as a Court Order.
  2. pursuant to 10 V.S.A. §8010(e)(2), the amount of **\$260.69**, 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 Guilford land records, by check made payable to the "Town of Guilford, Vermont."
- 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. Respondents are jointly and severally liable for all obligations under this Assurance.
- F. Respondents shall not deduct, nor attempt to deduct, any payment made to the State pursuant to this Assurance from Respondents' reported income for tax purposes or attempt to obtain any other tax benefit from such payment.
- G. 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.
- H. 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.
- I. 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.
- J. Pursuant to 10 V.S.A. § 8007(d), the 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.
- K. 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.
- L. 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.
- M. 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, 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.

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 Battleboro, Vermont, this 27<sup>th</sup> day of October, 2015.

**MAYOTTE'S TREE SERVICE & GENERAL  
MAINTENANCE INC**

By

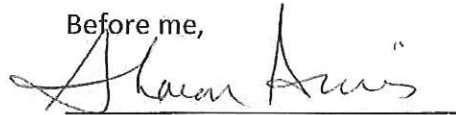


Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF WINDHAM, ss.

BE IT REMEMBERED that on the 27<sup>th</sup> day of October, 2015, personally appeared CHARLES MAYOTTE, as the duly authorized agent of Mayotte's Tree Service & General Maintenance 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 Mayotte's Tree Service & General Maintenance Inc. and that he has the authority to contract on behalf of Mayotte's Tree Service & General Maintenance Inc., and that he has been duly authorized to enter into the foregoing Assurance on behalf of that entity.

Before me,



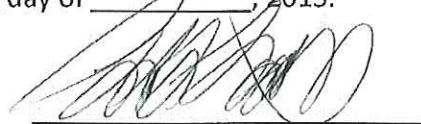
Notary Public

My Commission Expires: 2/10/19

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

Dated at Battleboro, Vermont, this 27<sup>th</sup> day of October, 2015.

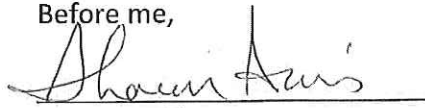


Charles Mayotte

STATE OF VERMONT  
COUNTY OF WINDHAM ss.

BE IT REMEMBERED that on the 27<sup>th</sup> day of October, 2015, personally

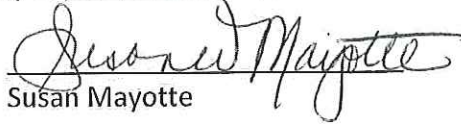
appeared Charles Mayotte, signer of the foregoing instrument, who is known to me or who satisfactorily established his identity to me and acknowledged the same to be his free act and deed.

Before me,  
  
Notary Public  
My Commission Expires: 2/10/19

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

Dated at Battleboro, Vermont, this 27<sup>th</sup> day of October, 2015.

  
Susan Mayotte

STATE OF VERMONT  
COUNTY OF WINDHAM ss.

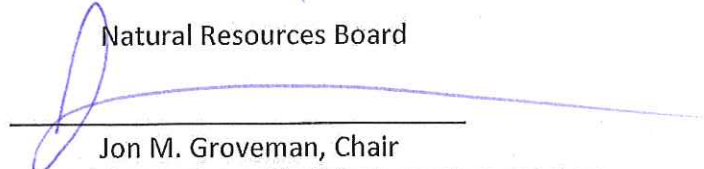
BE IT REMEMBERED that on the 27<sup>th</sup> day of October, 2015, personally appeared Susan Mayotte, signer of the foregoing instrument, who is known to me or who satisfactorily established her identity to me and acknowledged the same to be her free act and deed.

Before me,  
  
Notary Public  
My Commission Expires: 2/10/19

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

Dated in Montpelier, Vermont, this 5<sup>th</sup> day of January, 2015.

By:   
Natural Resources Board  
Jon M. Groveman, Chair