

**STATE OF VERMONT
SUPERIOR COURT – ENVIRONMENTAL DIVISION**

Land Use Panel of the]	
Natural Resources Board,]	
PETITIONER]	
]	Docket No.
v.]	
]	
Brad Morse,]	
RESPONDENT]	

VIOLATION

- I. Construction of a 9,620-square-foot building without an Act 250 permit amendment, in violation of Act 250 Rule 34(A) and Land Use Permit No. 4C0193, as amended.

ASSURANCE OF DISCONTINUANCE

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

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS

1. Brad Morse (Respondent) owns a tract of land at 20 Morse Drive in Essex, Vermont (the Project Tract).
2. The Project Tract is Lot 20 of the industrial park authorized by Act 250 Land Use Permit No. 4C0193, issued November 18, 1975.
3. On December 11, 1978, the District 4 Environmental Commission issued Land Use Permit Amendment No. 4C0193-4, which authorized the construction of a 3600-square-foot shop and warehouse on Lot 20.
4. Condition 1 of Land Use Permit Amendment No. 4C0193-4 provides, in relevant part, that: "No changes shall be made in the project without the written approval of the District Environmental Commission."
5. In 1994, Respondent constructed a 9,625 square-foot building on the Project Tract, without an Act 250 permit amendment or other written approval from the District Environmental Commission.

6. Said construction violated Rule 34(A) and Land Use Permit Amendment No. 4C0193-4.
7. On or about February 4, 2011, Respondent filed Application No. 4C0193-4A, for post-construction approval of this building, and for its conversion to three separate offices with 24 parking spaces.
8. On or about April 11, 2011, the District Environmental Commission granted this application and issued Land Use Permit Amendment No. 4C0193-4A.

AGREEMENT

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

- A. No later than 30 days following the entry of this Assurance as an Order by the Superior Court, Environmental Division, the Respondents shall pay:
 1. A civil penalty pursuant to 10 V.S.A. Ch. 201 in the amount of **\$3,250.00** (U.S. Dollars) for the violations noted herein, by check made payable to the "Treasurer, State of Vermont."
 2. The amount of **\$10.00** (U.S. Dollars) to pay the fee for recording a notice of this Assurance in the Town of Essex land records, by check made payable to the "Town of Essex."
- B. All payments shall be made by check and sent to:

Denise Wheeler, Business Manager
Land Use Panel of the Natural Resources Board
National Life Records Center Building
1 National Life Drive
Montpelier, Vermont 05620-3201
- C. Respondent shall not deduct, nor attempt to deduct, any payments, penalties, contributions or other expenditures required by this Assurance from state or federal taxes.
- D. The State of Vermont and the Land Use Panel reserve continuing jurisdiction to ensure compliance with all statutes, rules, and regulations applicable to the facts and violations set forth herein.
- E. 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.

- F. 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.
- G. 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 described herein, provided that the Respondent fully complies with this agreement.
- H. 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.
- I. Any violation of this Assurance or any part of it 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 set forth in 10 V.S.A. chapters 201 and/or 211.
- J. This Assurance is subject to the provisions of 10 V.S.A. § 8007.

SIGNATURES

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

DATED at Essex, Vermont, this 26th day of
October, 2011.


Brad Morse

STATE OF VERMONT
COUNTY OF Chittenden, ss.

BE IT REMEMBERED that on the 26th day of October, 2011,
personally appeared Brad Morse, signer of the foregoing instrument, who is known to
me or who satisfactorily established her identity to me and acknowledged the same to
be his free act and deed.

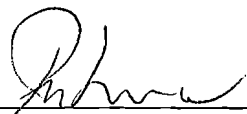
Before me,


Notary Public
My Commission Expires: 2-28-14

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

DATED at Montpelier, Vermont, this 3rd day of November,
2011.

LAND USE PANEL
NATURAL RESOURCES BOARD

By: 
Ronald A. Shems, LUP Chair