

STATE OF VERMONT

ENVIRONMENTAL COURT
Docket No. _____

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

Assurance of Discontinuance

v.

**TRI STATE DRILLING AND BORING, INC.
and NEAL FAULKNER**
Respondents,

VIOLATION

- I. Failure to comply with Condition #9 of Land Use Permit #7C1155.

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of 10 V.S.A. § 8007, the Land Use Panel of the Natural Resources Board (Panel) and Tri State Drilling and Boring, Inc. and Neal Faulkner (Respondents) hereby enter into this Assurance of Discontinuance (Assurance) and stipulate and agree as follows:

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATION

1. Neal Faulkner is the President and Registered Agent of Tri State Drilling and Boring, Inc.
2. Respondents own 85 acres located off VT Route 5 in Burke, Vermont, identified in book 80, pages 110, of the land records (the project tract).
3. The project tract is subject to Land Use Permit #7C1155 (the permit).
4. Condition No. 9 of the permit states: "The Permittee shall leave the treed buffer between the building and Route 105 [sic] in an undisturbed state." The condition incorrectly referenced Route 5 as Route 105.
5. On or about April 7, 2009, Respondents selectively cut vegetation within the treed buffer between the building and Route 5.
6. Respondents violated Conditions No. 9 of the permit by disturbing the treed buffer between the building and Route 5.

AGREEMENT

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

- A. Respondents shall allow the treed buffer to grow back in an undisturbed state.
- B. Respondent shall pay to the State of Vermont, pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of Eight Hundred Dollars (\$800.00) for the violation noted herein pursuant to the payment schedule set forth below:

\$200.00 on or before August 1, 2009.

\$200.00 on or before September 1, 2009.

\$200.00 on or before October 1, 2009.

\$200.00 on or before November 1, 2009.

Respondents shall make said payments by check made payable to the "Treasurer, State of Vermont" and forwarded to:

Denise Wheeler, Business Administrator
Land Use Panel of the Natural Resources Board
National Life Records Center Building
National Life Drive
Montpelier, Vermont 05620-3201

Late payments shall bear interest at the rate of twelve percent (12%) per annum. In the event that Respondents fail to make any payment by the date due, the Land Use Panel, at its option, may declare the whole amount then owing under this Assurance due and payable, any terms herein to the contrary notwithstanding.

- C. Any payments by the Respondents pursuant to this paragraph are made to resolve the violation 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.
- D. 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.

E. Nothing in this Assurance shall be construed as having relieved, modified, waived or otherwise affected the Respondents' continuing obligation to comply with all other applicable state or local statutes, regulations or directives applicable to the Respondents.

F. 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.

G. Pursuant to 10 V.S.A. § 8007(d), the Respondents 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 Respondents fully comply with the agreements set forth above.

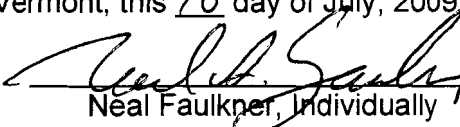
H. This Assurance sets forth the complete agreement of the parties, and it may be altered, amended, or otherwise modified only by subsequent written agreements signed by the parties hereto or their legal representatives and incorporated in an order issued by the Environmental Court. Alleged representations 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.

I. 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.

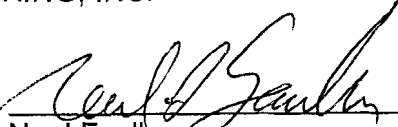
J. This Assurance is subject to the provisions of 10 V.S.A. § 8007.

SIGNATURES

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

Dated at ~~7/10/09~~ Barke, Vermont, this 10 day of July, 2009.

Neal Faulkner, Individually

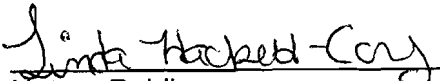
TRI STATE DRILLING AND
BORING, INC.

By: 
Neal Faulkner
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF Caledonia, ss.

BE IT REMEMBERED that on the 10th day of July, 2009, personally appeared Neal Faulkner, individually and as the duly authorized agent of Tri State Drilling and Boring, 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 Tri State Drilling and Boring, Inc and that he has the authority to contract on behalf of Tri State Drilling and Boring, Inc. and that he is authorized to enter into the foregoing Assurance on behalf of that entity.

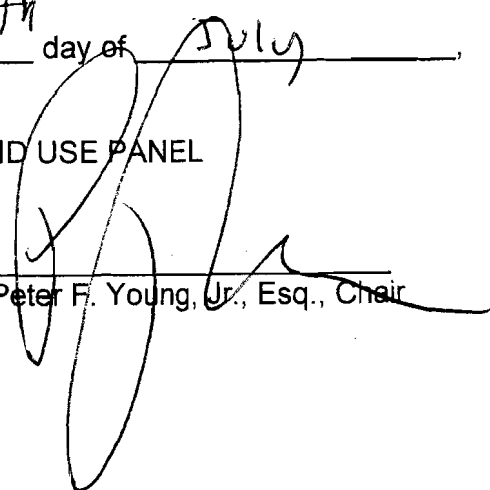
Before me,


Notary Public
My Commission Expires: 2/10/2011

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

Dated in Montpelier, Vermont, this 20th day of July,
2009.

LAND USE PANEL

By: 
Peter F. Young, Jr., Esq., Chair