

**STATE OF VERMONT  
SUPERIOR COURT  
ENVIRONMENTAL DIVISION**

Agency of Natural Resources, )  
Petitioner, )

v. )

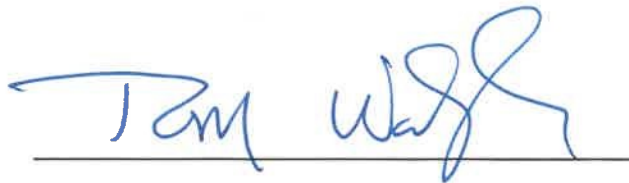
Docket # 5-1-20 Vtec

Fairmont Farms, INC )  
Fairmont Dairy, LLC, )  
Respondent. )

**ORDER**

The Assurance of Discontinuance signed by the Respondent on November 14, 2019, and filed with the Superior Court, Environmental Division, on January 10, 2020, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007(c).

Dated this 10<sup>th</sup> day of January 2020.



Thomas G. Walsh, Judge  
Vermont Superior Court  
Environmental Division

**STATE OF VERMONT**

**SUPERIOR COURT**

**ENVIRONMENTAL DIVISION  
Docket No.**

**SECRETARY, VERMONT  
AGENCY OF NATURAL RESOURCES,  
Plaintiff**

**v.**

**FAIRMONT FARMS, INC. and FAIRMONT DAIRY, LLC,  
Respondents**

**VIOLATIONS**

1. Air Pollution Control Regulations § 5-201: open burn of prohibited materials
2. Solid Waste Management Rules § 6-302(a): open burning of solid waste

**ASSURANCE OF DISCONTINUANCE**

Pursuant to the provisions of 10 V.S.A. § 8007, the Secretary (the “Secretary”) of the Agency of Natural Resources (the “Agency”), Fairmont Farms, Inc. and Fairmont Dairy, LLC (the “Respondents”), hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

**STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS**

1. Respondents own and operate a working farm located at 141 Lyle Haven Road in East Montpelier (the “Property”).
2. On April 26, 2019, the Chief of the East Montpelier Fire Department observed on the Property a pile of solid waste engulfed in flames, consisting of construction and demolition materials measuring approximately 40 feet long by 20 feet wide by 4 feet high.
3. Later that day, an Agency Environmental Enforcement Officer visited the Property and observed a smoldering pile of solid waste that included construction and demolition debris, appliances, and other waste materials determined to have been generated during the renovation and remodeling of a residential structure on the Property.

4. By May 2, 2019, Respondents had removed the fire's remains from the Property and properly disposed of approximately 10.3 tons of waste at a certified solid waste facility.
5. The Agency alleges that the above conduct constitutes a violation of Air Pollution Control Regulations § 5-201 and Solid Waste Management Rules § 6-302(a).
6. Respondents admit the factual findings described above, solely for purposes of resolving this case.

### AGREEMENT

Based on the foregoing Statements of Facts and Description of Violations, the parties agree as follows:

- A. For the violations described above, Respondents shall pay a total penalty of \$ 8,400.00. Payment shall be by check made payable to the "Treasurer, State of Vermont" and forwarded to:

Administrative Assistant  
Environmental Compliance Division  
Agency of Natural Resources  
1 National Life Drive, Davis 2  
Montpelier, VT 05620-3803

Payment shall be received no later than thirty (30) consecutive calendar days following the Effective Date of this Assurance.

- B. Without formally admitting or denying wrongdoing or liability, Respondents agree to this settlement of the violations alleged above in order to resolve all outstanding disputes.
- C. Respondents agree that the violations alleged are deemed proved and established as a "prior violation" in any future state proceeding that requires consideration of Respondents' past record of compliance, such as permit review proceedings and calculating civil penalties under 10 V.S.A. § 8010.
- D. The State of Vermont and the Agency 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, or in any manner affected the Respondents' on-going obligation to comply with all other federal, state, or local statutes, regulations or directives applicable to the Respondents in the operation of its business.
- F. This Assurance shall become effective only after it is signed by all parties and entered as an order of the Environmental Division (the "Effective Date"). When so entered by the Environmental Division, this Assurance shall become a judicial order. In the event that such order is vacated, this Assurance shall be null and void.
- G. Respondents shall not be liable for additional civil or criminal penalties with respect to the specific sites and facts described herein occurring before the Effective Date of the Assurance, provided that 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 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 be of 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 and 8020.

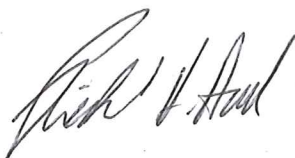
*[Signature page follows.]*

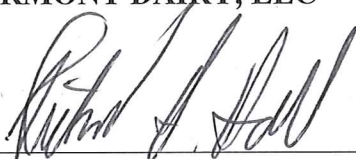
**SIGNATURES**

The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted. Further, I, Richard Hall, the undersigned, hereby state under oath that I am the President of Fairmont Farms, Inc. and a Member of Fairmont Dairy, LLC, that I have the power to contract on behalf of Fairmont Farms Inc. and Fairmont Dairy LLC, and that I have been duly authorized to enter into the foregoing Assurance of Discontinuance on behalf of those entities.

Dated at East Montpelier, Vermont, this 14<sup>th</sup> day of November 2019.

**FAIRMONT FARMS, INC. and  
FAIRMONT DAIRY, LLC**



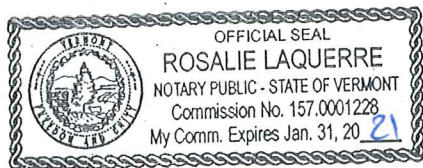
By: 

Richard Hall

STATE OF VERMONT

COUNTY OF Washington, ss.

At East Montpelier, Vermont, this 14<sup>th</sup> day of November 2019, the above signatory personally appeared, signed, and swore to the truth of the foregoing. Before me,





Notary Public State of Vermont

Printed Name Rosalie Laquerre

Commission No. 157.0001228

My Commission Expires 01/31/2021

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

Dated in Montpelier, Vermont, this 4, day of December 2019.

SECRETARY, AGENCY OF NATURAL RESOURCES

By: Emily Boedecker

Emily Boedecker, Commissioner  
Department of Environmental Conservation