

**STATE OF VERMONT  
SUPERIOR COURT  
ENVIRONMENTAL DIVISION**

Agency of Natural Resources,  
Petitioner,

v.

Raymond Brands  
dba Deer Valley Farms,  
Respondent.

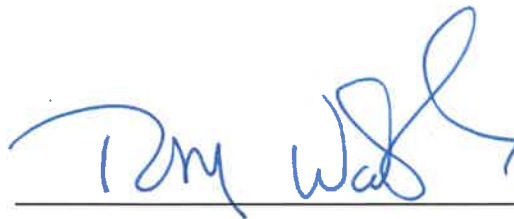
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Docket # 52-7-20 Vtec

**ORDER**

The Assurance of Discontinuance signed by the Respondent on June 2, 2020, and filed with the Superior Court, Environmental Division, on July 14, 2020, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007(c).

Dated this 14th day of July 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.

RAYMOND BRANDS D/B/A DEER VALLEY FARMS,  
Respondent



VIOLATIONS

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

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of 10 V.S.A. Section 8007, the Secretary (the “Secretary”) of the Agency of Natural Resources (the “Agency”) and Raymond Brands d/b/a Deer Valley Farms (the “Respondent”), hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS

1. Respondent owns and operates a working farm located at 709 Walker Road, Ferrisburgh (the “Property”).
2. In addition to the farm, as of 2017, the Property contained a multi-family dwelling built in the late 1800s that measured approximately 2,720 square feet in size (the “House”).
3. In the fall of 2017, Respondent hired a contractor to demolish the House and relocate its remains to a hole on the Property surrounded by woods away from the other buildings.
4. On September 27, 2018, an Agency Environmental Enforcement Officer (“EEO”) visited the Property to investigate complaints of an unauthorized waste disposal site.
5. During the site visit, the EEO observed a disposal site for farm waste that included pallets, plastic containers, and foam bedding, as well as the burnt remains of a residence that

included dimensional lumber, appliances, and metal roofing. Respondent admitted to burning the House and disposing the demolition waste in the hole on the Property.

6. On September 27, 2018, the Agency issued Respondent a Notice of Alleged Violation (“NOAV”) for the unlawful disposal of the House on the Property, directing Respondent to remove the waste from the Property and properly dispose of the materials at a certified waste disposal facility.
7. By October 9, 2018, Respondent properly disposed of the waste materials at a certified waste disposal facility, removing approximately seven (7) tons of materials from the hole on the Property.
8. By disposing of solid waste on the Property through incineration, Respondent avoided the fees associated with proper disposal of approximately 248 tons of demolition waste at a certified solid waste management facility.
9. Respondent admits the factual findings described above, solely for purposes of resolving this case.
10. The Agency alleges that the above conduct constitutes a violation of Air Pollution Control Regulations § 5-201 and Solid Waste Management Rules § 6-302(d).

### **AGREEMENT**

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

- A. For the violations described above, Respondent shall pay a total penalty of \$ 11,736.00. Respondent shall pay this penalty in twenty-four (24) monthly installments of \$ 489.00. The first monthly payment shall be received no later than the fifteenth (15th) day of the month following the Effective Date of this Assurance. All subsequent payments shall be made no later than the fifteenth (15th) calendar day of each consecutive month thereafter. 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 3  
Montpelier, VT 05620-3803

In the event Respondent fails to make any payment on time as set forth above, the Secretary

shall have the authority to accelerate all the remaining payments and make them due and payable immediately. The decision to invoke this acceleration provision shall be in the sole discretion of the Secretary, and a decision not to invoke this provision shall not be deemed a waiver of the provision's future use.

- B. Without formally admitting or denying wrongdoing or liability, Respondent agrees to this settlement of the violations alleged above in order to resolve all outstanding disputes.
- C. Respondent agrees that the violations alleged are deemed proved and established as a "prior violation" in any future state proceeding that requires consideration of Respondent's 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 Respondent's on-going obligation to comply with all other federal, state, or local statutes, regulations or directives applicable to the Respondent 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. Respondent shall not be liable for additional civil or criminal penalties with respect to the specific facts described herein occurring before the Effective Date of the Assurance, provided that Respondent fully complies 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.

Dated at Vergennes, Vermont, this 2nd day of June, 2020.

By: Raymond Brands  
Raymond Brands d/b/a Deer Valley Farms

STATE OF VERMONT

COUNTY OF Addison, ss.

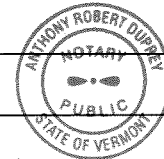
At Vergennes, Vermont, this 2nd day of June, 2020,  
the above signatory personally appeared, signed, and swore to the truth of the foregoing. Before  
me,

Anthony Robert Duprey  
Notary Public State of Vermont

Printed Name \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires \_\_\_\_\_




Anthony Robert Duprey  
NOTARY PUBLIC  
State of Vermont  
Commission # 0004687  
My Commission Expires  
January 31, 2021

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

Dated in Montpelier, Vermont, this 12th, day of June, 2020.

**SECRETARY, AGENCY OF NATURAL RESOURCES**

By:  \_\_\_\_\_

Peter Walke, Commissioner  
Department of Environmental Conservation