

STATE OF VERMONT
SUPERIOR COURT
ENVIRONMENTAL DIVISION

ANR v Douglas and Wanda Snider d/b/a Brookside Campground

22-ENV-00082

AOD ORDER

The Assurance of Discontinuance, signed by the Respondent(s) on the 29th day of June, 2022 and filed with the Superior Court, Environmental Division, on the 25th day of August, 2022, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007(c).

Electronically signed August 25, 2022 pursuant to V.R.E.F. 9(D).

A handwritten signature in black ink that reads "Tom Walsh". The signature is stylized and cursive.

Thomas G. Walsh, Judge
Superior Court, Environmental Division

STATE OF VERMONT

SUPERIOR COURT

**ENVIRONMENTAL DIVISION
DOCKET NO.**

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

v.

**DOUGLAS SNIDER AND WANDA SNIDER
d/b/a BROOKSIDE CAMPGROUND,
Respondents**

VIOLATIONS

I. Agency of Natural Resources Violations:

1. Tent and Trailer Permit (TTP) #TT-6-0007(14): Failure to submit annual engineering report of the wastewater system to the Agency.

II. Natural Resources Board (“NRB”) Violations:

1. Material Changes to a Permitted Project, violations of Act 250 Rules 2(C)(6) and 34(A), and conditions 1, 5, and 24 of the Land Use Permit 6F0393 (the “Land Use Permit”).

2. Failure to Relocate Access Drive and Four Campsites in violation of condition 7 of the Land Use Permit.

3. Failure to maintain riparian buffers as required in condition 9 of the Land Use Permit.

4. Unpermitted Storage of Vehicles in violation of condition 23 of the Land Use Permit.

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of 10 V.S.A. § 8007, the Secretary (Secretary) of the Agency of Natural Resources (Agency) and Douglas Snider and Wanda Snider d/b/a Brookside Campground (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 the Brookside Campground located on Sand Hill Road in Enosburg (the property). In 1988, Respondents obtained TTP #TT-6-0007 and Land Use Permit #6F0393 to construct twenty-six (26) campsites, fifteen (15) sewer hookups, eleven

- (11) water hookups, a comfort station, and a pump out station on the property.
2. On September 10, 2013, the Agency received an anonymous complaint that Respondents had constructed over one hundred (100) campsites on the property.
 3. On July 15, 2014, Agency personnel from the Compliance and Enforcement Division (CED), Drinking Water and Groundwater Protection Division (DWGWPD), Watershed Management Division (WSMD), and the NRB visited the site.
 4. While on-site, Agency personnel made contact with Respondent Douglas Snider and explained that the Agency received a complaint alleging that the property contained more campsites than permitted. Mr. Snider immediately responded, "I'll tell you right now, we are over." Mr. Snider also stated, "To tell you the truth, I can't believe we've gone this long without being caught."
 5. During the inspection, Agency personnel observed seventy-nine (79) designated sites on the property which included three (3) or four (4) tent sites. Additional sites were observed to be present on the property but were unmarked.
 6. Respondents stated that seventy-three (73) of the sites have "seasonal" water and sewer hookups.
 7. The TTP requires Respondents to have a professional engineer inspect the wastewater system and submit an annual report to the Agency for review and approval by no later than May 15 of each year.
 8. Respondents have failed to submit annual inspection reports to the Agency since 2011.
 9. By failing to submit the past six annual inspection reports, Respondents violated TTP #TT-6-0007(14).
 10. The Land Use Permit allows for twenty-six (26) campsites on the property. As of the investigation, there were seventy-nine (79) designated, numbered sites on the Property, including three (3) or four (4) tent sites, plus an unknown number of additional "tent sites" marked on the campground map. Of this total, the Respondents stated that seventy-three (73) sites have water & sewer hookups. The remainder of the sites are unimproved, with only picnic tables and fire pits. This expansion constitutes an unpermitted material change to the Act 250 permitted project (the "Permitted Project").
 11. The Land Use Permit allowed for one "Comfort Station," incorporating one bath house and an office. During the 1990s, Respondents constructed a second bath house. This second bath

house is made out of a converted construction trailer. This construction constitutes an unpermitted material change to the Permitted Project.

12. Respondents added a 1,000-gallon septic tank in the vicinity of the new bath house, as well as an additional 1000-gallon septic tank in the vicinity of site 34. These new septic tanks were not approved as part of the Land Use Permit. This may constitute an unpermitted material change to the Permitted Project.
13. Prior to 2007, Respondents installed an unknown number of individual septic systems within the unpermitted RV campsites that are located along the western bank of the Tyler Branch. Each system includes a 10-foot leach line attached to a 275-gallon steel septic tank, buried approximately two (2) feet below the ground. This construction may constitute an unpermitted material change to the Permitted Project.
14. Respondents constructed a 40-foot x 52-foot (approx.) picnic pavilion/social hall. This structure consists of a 3-sided, wood-framed structure with a metal roof and a poured concrete floor. The structure is wired for electric lights and a few kitchen appliances. The structure has indoor plumbing, but no approved system to properly process the effluent. This construction constitutes an unpermitted material change to the Permitted Project.
15. Respondents installed a catch basin (storm drain) just upslope of site 75, on the opposite side of the loop road, and ran drainage piping under the road, under site 75, and into a small, forested wetland beyond. Respondents also placed approximately two (2) feet of fill on site 75 to flatten a low spot. This construction constitutes an unpermitted material change to the Permitted Project.
16. Respondents' original Site Plan, submitted with their Act 250 permit application, showed four (4) campsites near Sand Hill Road (see Exhibit 20 to Land Use Permit). Condition 7 of the Land Use Permit required that the Respondents relocate those four (4) campsites, along with the access drive that services them. Prior to 2006, these four (4) sites were constructed, and the wooded area closest to Sand Hill Road was converted to a park-like lawn to provide access for these four (4) sites. This expansion constitutes an unpermitted material change to the Permitted Project and is a violation to Condition 7 of the Land Use Permit.
17. Approximately twenty-one (21) campsites have been created within the required 50-foot buffer zone along the Tyler Branch. This construction constitutes an unpermitted material change to the Permitted Project.

18. The Land Use Permit requires the buffer zone to be “undisturbed” and “vegetated” with “natural foliage” (Land Use Permit Condition 9). Instead, each of the twenty-one (21) campsites located along the Tyler Branch includes at least one (1) buffer zone violation and most contain several. The buffer zone is almost continuously disturbed for some 1,800 feet. Violations within the buffer zone include picnic tables, fire pits, water, sewer, and electrical hookups; septic systems, recreational vehicles, graveled areas, landscaping pavers, storage buildings, placement of fill atop the banks, excavation of terraces within the stream banks, mowing, flower gardening, vegetable gardening, landscaping, storage of chemicals, including fuels and solvents; installation of benches and other seating, propane grills, water features, firewood, electric lighting, stairs, stone walls, and other structures, such as decks, chimneys, gazebos, and other items. These disturbances constitute unpermitted material changes to the Permitted Project and are violations of Condition 9 of the Land Use Permit.
19. Approximately fifty (50) recreational vehicles are left on the Property year-round, including over each winter. This storage constitutes an unpermitted material change to the Permitted Project and is a violation to Condition 23 of the Land Use Permit.
20. On December 16, 2020, Respondents were issued Wastewater System and Potable Water Supply Permit #WW-6-3668 (WW-6-3668).
21. Respondents admit the factual findings described above, solely for purposes of resolving this case.
22. The Agency alleges that the above conduct constitutes violations of TTP #TT-6-0007(14); Act 250 Rule 2(C)(6) and 34(A); and conditions 1, 5, 7, 9, 23 and 24 of the Land Use Permit 6F0393.

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 \$15,000.00. Payment shall be made in twenty-four (24) monthly installments as follows: The initial payment of \$625.00 shall be received no later than one (1) year following the date this Assurance is entered as an Order by signature of the Superior Court, Environmental Division

(effective date). All subsequent payments of \$625.00 shall be received no later than the first (1st) calendar day of each consecutive month thereafter. Payment shall be made by either:

1. Check made payable to the “Treasurer, State of Vermont” and forwarded to:

Administrative Services Coordinator
Agency of Natural Resources
Environmental Compliance Division - Enforcement
1 National Life Drive, Davis 3
Montpelier, VT 05620-3803

Or

2. Credit card or electronic check payment through the Agency’s online system at:

https://anronline.vermont.gov/?formtag=ANR_EnforcementPenaltyPayment

In the event the Respondents fail 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. Pursuant to 10 V.S.A. §8010(e)(2), by no later than thirty (30) consecutive calendar days after the effective date of this Assurance, the Respondents shall pay the amount of \$963.78 to reimburse the NRB for the costs of this enforcement action, by good check made payable to the “State of Vermont.” This payment shall be sent to the following address:

Natural Resources Board
10 Baldwin Street
Montpelier, Vermont 05633-3201

- C. Respondents shall comply with the conditions of WW-6-3668. Pursuant to paragraph 1.6 of WW-6-3668, Respondents shall comply with all conditions set forth in TT-6-0007 except as amended or modified by WW-6-3668.

STREAM BUFFER RESTORATION

- D. The entirety of the disturbed portion of the 50-foot riparian buffer (as depicted in the Natural Resources Map prepared by TCE, dated March 11, 2020), including but not limited to any existing unpermitted campsite, not approved by the District Commission in pending Land Use Permit application #6F0393-1, shall be completely reclaimed within one (1) year of the District Commission’s decision becoming final. Reclamation of these sites will observe the following

requirements:

1. All disturbed areas shall be stabilized by seeding and mulching in accordance with Table 3: Methods of Seeding and Mulching Logging Roads, Log Landings, and Skid Trails for Permanent Cover, as outlined in Acceptable Management Practices for Maintaining Water Quality of Logging Jobs in Vermont, 10th Printing 2009, by the Vermont Department of Forests, Parks, and Recreation.
 2. Respondents shall adhere to Landscape Plan (Sheet LA-01, designed by TCE Engineering, dated May 7, 2021) which depicts replanting currently devegetated areas of the 50-foot riparian buffer zone (measured from the top of the bank). A new note Number 5 shall be added to the sheet which states that no one species will comprise more than 25% of the total species replanted overall; and Note 4 shall be changed to reflect that plant species substitutions must be approved by the District Coordinator.
 3. The riparian buffer zone shall extend from the water's edge of the Tyler Branch at base flow conditions, to the top of the bank, and shall further extend fifty (50) feet measured inland from, perpendicular to, and horizontally from the top of the bank (the "Riparian Buffer Zone"). The Riparian Buffer Zone shall be permanently marked with signs placed no less than every hundred (100) feet along the Riparian Buffer Zone that state, "Stream Buffer. No mowing or other disturbance beyond this point." At a minimum, each campsite adjacent to the buffer shall contain one of these signs.
- E. Any existing RV sites located just to the west of the campground entrance, nearest to Sand Hill Road, shall include appropriate screening as approved by the District Commission in pending Land Use Permit application #6F0393-1. Any existing RV site that is not approved by the District Commission in pending Land Use Permit application #6F0393-1 shall be reclaimed within one (1) year of the District Commission's decision becoming final. Reclamation of each unpermitted site shall be planted with balsam fir (*Abies balsamea*) spaced twenty (20) feet on-center with triangular spacing (a minimum of approximately three (3) trees per 1000 sq. ft.). Trees shall be a minimum of five (5) feet in height.
- F. All plantings required within the Stream Buffer and required pursuant to this AOD shall be watered as needed during first year of establishment. Other than maintenance to ensure the

health or survival of the plants (e.g., watering and staking) or for safety (e.g., removing dead limbs overhanging the campground road or dead trees deemed a potential hazard), no maintenance, including mowing, cutting, and pruning, shall be permitted once the Riparian Buffer Zone is planted.

- G. Eighteen (18) months following initial installation, dead plants within the Riparian Buffer Zone shall be replaced in accordance with the specifications outlined in paragraph D of this AOD.

ADDITIONAL AS-BUILT UNPERMITTED INFRASTRUCTURE

- H. Respondents shall immediately cease all operations on the Property not authorized by Land Use Permit 6F0393, including, but not limited to: the commercial use of the as-built social hall, the unpermitted bath house, unpermitted campsites, and all other unpermitted infrastructure (the “As-Built Unpermitted Infrastructure”) not otherwise subject to specific directives in this Assurance. Said operations shall not resume unless authorized by a land use permit amendment.
- I. By no later than July 1, 2022, Respondents shall submit a complete application for an Act 250 land use permit amendment to either: A) permit the As-Built Unpermitted Infrastructure, or B) remove the As-Built Unpermitted Infrastructure and restore those areas to their pre-development conditions. Once the Environmental Division issues a Judgment Order in this matter, Respondents shall file such Order with the District Commission.
- J. In the event that the District Commission denies, in whole or in part, the Respondents’ application for a land use permit amendment, and the permit denial becomes final, then the Respondents shall remove all Additional As-Built Unpermitted Infrastructure and shall timely comply with all restoration directives from the NRB. The Act 250 District 6 Office can be reached at 802-476-0185. Any application to continue use of the As-Built Unpermitted Infrastructure shall include a wastewater system design, prepared by a licensed professional engineer, that complies with the Agency’s April 12, 2019 Wastewater System and Potable Water Supply Rules.
- K. Regarding the septic systems referenced in paragraph 12 and 13 above, and pursuant to the NRB’s Clean Slate Policy Dated March 27, 2012 (<https://nrb.vermont.gov/sites/nrb/files/documents/cleanslate.pdf>, (hereinafter “NRB’s Clean Slate Policy”), Respondent shall submit with its Act 250 Land Use Permit application all of the information necessary for the District Commission to make findings pursuant to the NRB’s

Clean Slate Policy. If the District Commission does not make positive findings for each septic system referenced in paragraph 12 and 13, Respondents shall, at its own expense and in coordination with the Agency and the NRB, remove each septic system that did not receive positive findings by the District Commission within one (1) year of the Permit or Permit Denial becoming final.

- L. 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.
- M. Respondents agree 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.
- N. The State of Vermont, the Agency, and the NRB reserve continuing jurisdiction to ensure future compliance with all statutes, rules, and regulations applicable to the facts and violations set forth herein above.
- O. Nothing in this Assurance shall be construed as having relieved, modified, or in any manner affected Respondents’ ongoing obligation to comply with all other federal, state, or local statutes, regulations, or directives applicable to Respondents in the operation of its business.
- P. 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. In the event that such order is vacated, this Assurance shall be null and void.
- Q. Respondents 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 Respondents fully comply with the agreements set forth above.
- R. 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 be of no legal force or effect.
- S. 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.

T. 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 ST. ALBANS, Vermont, this 29th day of JUNE, 2022.

Douglas Snider
Douglas Snider d/b/a Brookside Campground

STATE OF VERMONT
COUNTY OF FRANKLIN, SS.

At ST. ALBANS, Vermont this 29th day of JUNE, 2022, the above signatory personally appeared, signed, and swore to the foregoing, before me,

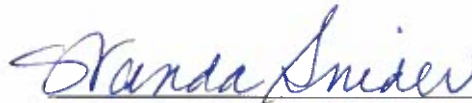
Michael S. Gawn
Notary Public State of Vermont

Printed Name MICHAEL S. GAWN

Commission No. 0004676

My Commission Expires 01/31/2023

Dated at ST. ALBANS, Vermont, this 29th day of JUNE, 2022.



Wanda Snider d/b/a Brookside Campground

STATE OF VERMONT
COUNTY OF FRANKLIN, SS.

At ST. ALBANS, Vermont this 29th day of JUNE, 2022, the above signatory personally appeared, signed, and swore to the foregoing, before me,



Notary Public State of Vermont

Printed Name MICHAEL S. GAGNE

Commission No. 0004676

My Commission Expires 01/31/2023

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

Dated at Montpelier, Vermont, this 19th day of July, 2022.

SECRETARY, AGENCY OF NATURAL RESOURCES



BY: _____

John Beling, Interim Commissioner
Department of Environmental Conservation