

William D. Pollock  
333 Wheeler Road  
East Montpelier, VT 05651

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1 July, 2014

*By Certified Mail to Mr. and Mrs. Sanfacon and by US Mail to all others.*  
Matters in Regard to Vtec Docket Numbers: 48-4-12 and 183-12-12

Mr. and Mrs. John Sanfacon  
79 Apple Blossom Road  
Barre, VT 05641

Dear Mr. and Mrs. Sanfacon,

I am writing to call to your attention specific concerns with your lack of compliance regarding Judge Walsh's Stipulation of Settlement, dated 7 October, 2013, attached.

I have declined to write prior to now out of recognition that the hardships imposed by winter made completion of the requirements – as agreed to in the Stipulation – a challenge. Those hardships are long past and I will note that the Stipulation set a deadline for the completion of the cleanup of your lot as 1 December, 2013, and that the agreed-to date was over 7 months ago. I will also note that the future deadline for erecting stockade fence sheathing (as described in the Stipulation) is 30 August, 2014, approximately 2 months from today.

Specific shortcomings of non-compliance with the terms of the Stipulation are as follows:

1. Junk and salvage materials adrift on the property. Items include a discarded tire, scrap metal and various materials stored outside of the 'storage containers' - see attached photos. This non-compliance is specific to item 1 of the Stipulation wherein it states: "John and Phyllis Sanfacon shall remove... all junk and salvage materials. ... No salvage materials or other materials shall be stored outside the trailers."
2. The requirement for deadline compliance of the Stipulation can be found at item 7 on page 2. It states: "The removal of all materials required to be removed by the Conditional Use Permit and this Stipulation shall be completed by December 1, 2013. Erection of the cladding described in paragraph 2 above shall comply with the Conditional Use Permit as amended by the terms of this Settlement Stipulation and shall be completed by August 30, 2014."
3. The provision for the agreed-upon lot signage can be found at item 3 on page 1. It states: "Sanfacons shall remove the "Keep Out" sign now attached to the cable across the driveway entrance to Sanfacons' property and replace it with a sign stating Private Drive." The "keep Out" sign is still prominent at the entrance to your drive.

Mr. and Mrs. Sanfacon, our agreement was reached on the 7th of October, 2013. The deadline for cleaning up this lot and complying with the Court Order has long since passed. I have long since completed my obligations under the Stipulation.

Please immediately attend to your unfulfilled obligations under this Stipulation and Order.

Regards,

William D. Pollock  
333 Wheeler Road  
East Montpelier, VT 05651

Attachments:

1. Photos taken from public roadway by W. Pollock in May and June of 2014.
2. Complete copy of the Stipulation of Settlement.

Copies to:  
Vermont Environmental Court  
Paul Gillies  
Bruce Bjornland  
Steve Cusik  
Town of East Montpelier

STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION

Docket Nos. 48-4-12 Vtec

& 18-ET-12 Vtec

**FILED**

OCT 11 2013

VERMONT  
SUPERIOR COURT  
ENVIRONMENTAL DIVISION

In re: Sanfacon NOV & Sanfacon CU     )  
Permit, appeals from the East Montpelier     )  
DRB     )

STIPULATION OF SETTLEMENT

William Pollock and John and Phyllis Sanfacon have resolved their differences, and urge the Court to adopt this Stipulation and incorporate it into a final judgment of the court:

1. John and Phyllis Sanfacon ("Sanfacons") shall remove all inoperative motor vehicles (not including trailers) from their land, as well as all golf carts and all junk and salvage materials. All trailers currently on property shall remain on property in their current location. No additional trailers or storage containers shall be added to the property. No salvage materials or other materials shall be stored outside the trailers.

2. The Sanfacons shall erect and maintain stockade fence-style cladding to screen the trailers from Wheeler Road by cladding the northerly ends and sides and the easterly ends and sides of the trailers on the west side of the "existing drive," so-called, as that driveway is depicted on the John and Phyllis Sanfacon site plan dated 8/2/2012 submitted with their Conditional Use Permit application. The two northerly most trailers on the east side of the "existing drive" shall have their north sides and east and west ends, if visible from Wheeler Road, clad with the same stockade fence-style cladding. The cladding shall be unpainted natural wood – if stained, using a wood-grained stain or clear stain only – at least as high as the top of the trailer and as low as the bottom of the trailer with no spaces between the fence boards at the

time of construction. In the event any of the trailers on the Sanfacons' property remain visible from Wheeler Road despite said cladding, Sanfacons shall add fencing or additional cladding sufficient to eliminate the visible portions of the trailers. A condition of the Conditional Use Permit shall provide that the trailers shall not be visible from Wheeler Road.

3. Sanfacons shall remove the "Keep Out" sign now attached to the cable across the driveway entrance to Sanfacons' property and replace it with a sign stating "Private Drive."

4. Sanfacons shall keep the property free of any inoperable motor vehicles (not including trailers), salvage materials, or waste of any kind.

5. Sanfacons shall not dump or bury junk materials on their land and shall not burn any waste or construction materials otherwise prohibited by state or local law and shall not engage in any commercial burning or burning-for-hire and shall not burn any pallets delivered by third parties, except for pallets currently on the property.

6. Sanfacons shall apply for zoning permits for any change of use of their property, and shall provide notice to William Pollock of any zoning applications filed.

7. The removal of all materials required to be removed by the Conditional Use Permit and this Stipulation shall be completed by December 1, 2013. Erection of the cladding described in paragraph 2 above shall comply with the Conditional Use Permit as amended by the terms of this Settlement Stipulation and shall be completed by August 30, 2014.

8. Interested Party and Appellant Pollock shall not enter upon or cause others to enter upon the property of Sanfacons without permission and shall remove the website that references and focuses on the Sanfacons' property now believed to be located at [www.eastmontpelierjunkyard.com](http://www.eastmontpelierjunkyard.com).

9. Upon request by the Zoning Administrator made to the property owner, the East

Montpelier Zoning Administrator may enter the Sanfacon property to inspect the property for compliance with this Agreement and the Conditional Use Permit.

10. This Stipulation shall be submitted to the Environmental Court for incorporation into a judgment that shall become the Conditional Use Permit that shall apply to this property.

The parties agree that this approved Stipulation shall constitute the final resolution of these cases in the Environmental Court.

Dated this 7<sup>th</sup> day of October, 2013, at Montpelier, Vermont.

WILLIAM POLLOCK

By:

Paul Gillies  
Paul Gillies, His Attorney

William D. Pollock

JOHN AND PHYLLIS SANFACON

By:

Steve Cusick  
Steve Cusick, Their Attorney

John and Phyllis Sanfacon

TOWN OF EAST MONTPELIER

By:

Bruce Bjorland  
Bruce Bjorland, Its Attorney

Bjorlund

10/9/13

So ordered,

Tom Walsh  
Hon. Thomas G. Walsh, Environmental Judge

10/11/13





**"John and Phyllis Sanfacon ("Sanfacons") shall remove all inoperative motor vehicles (not including trailers) from their land, as well as all golf carts and all junk and salvage materials."**

**Junk**

**Sawed off utility poles**

**Railroad Ties**





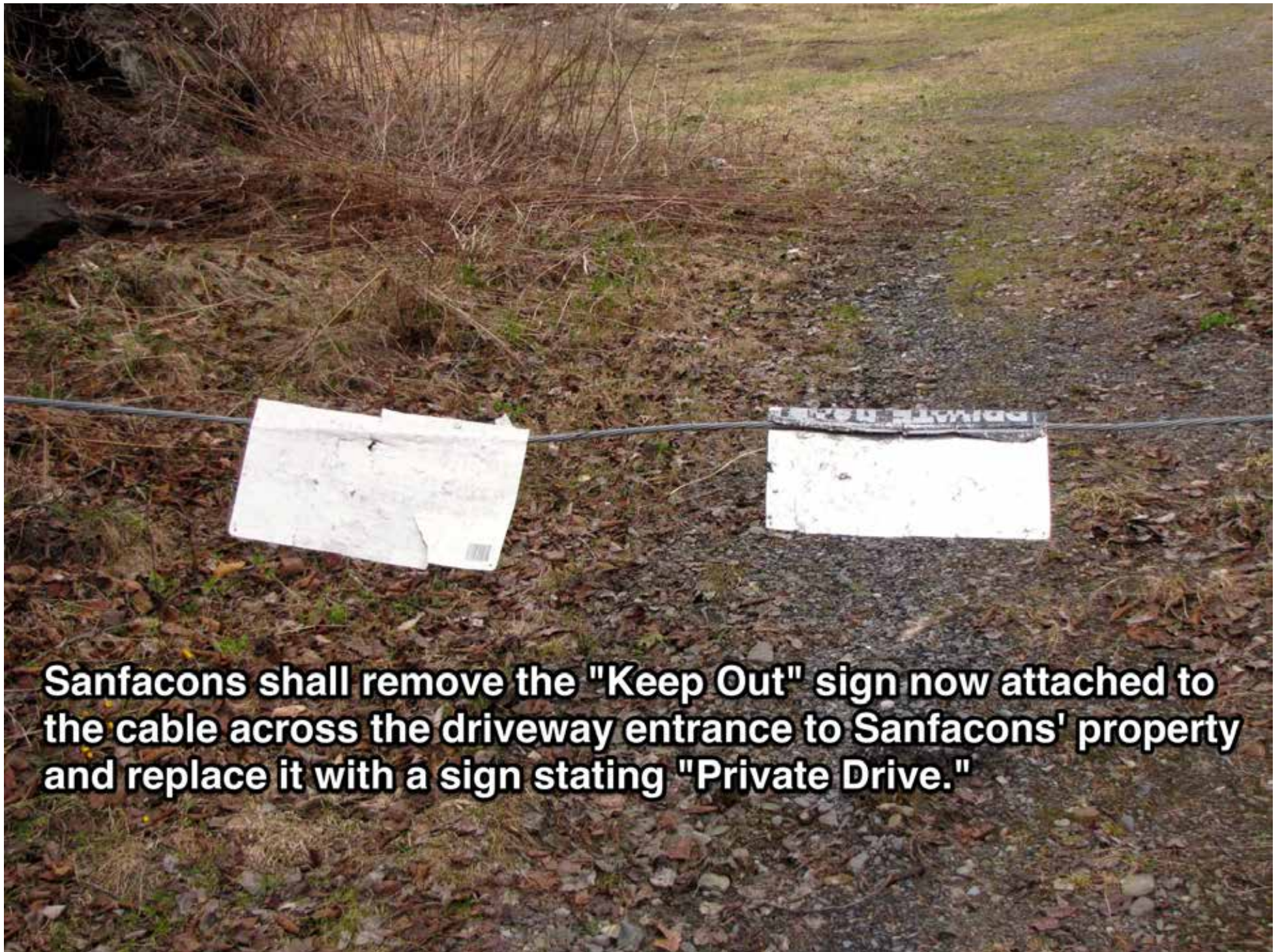
**"John and Phyllis Sanfacon ("Sanfacons") shall remove all inoperative motor vehicles (not including trailers) from their land, as well as all golf carts and all junk and salvage materials."**



**Discarded Tire**







**Sanfacons shall remove the "Keep Out" sign now attached to the cable across the driveway entrance to Sanfacons' property and replace it with a sign stating "Private Drive."**



A photograph of a wooded area with a red arrow pointing to a branch. The arrow originates from the top left and points towards a branch in the center. The background is filled with green foliage and trees.

**Unidentified "other materials."**

**"No salvage materials or other materials  
shall be stored outside the trailers."**





**"No salvage materials or other materials shall be stored outside of trailers."**





**"No salvage materials or other materials shall be stored outside the trailers."**