

STATE OF VERMONT  
ENVIRONMENTAL COURT

TOWN OF BROOKFIELD, Plaintiff	X	
	X	
	X	
v.	X	Docket No. 236-12-04 Vtec
	X	
JAMES MOORCROFT, Defendant	X	
	X	

**JUDGMENT ORDER**

The above captioned matter came before the Court on November 8, 2006 and February 6, 2007 for a final hearing on the merits. The Town of Brookfield (Town) has been represented in this matter by its attorney, Pamela Stafford, Esq.; James Moorcroft has been represented in this matter by his attorney, Charles F. Storrow, Esq.

During the proceeding on February 6, 2007, the parties reached a verbal settlement agreement. The settlement agreement was described on the record to the Court. Based on that description, the Court hereby **ORDERS** as follows:

1. Subject to the exceptions set forth in paragraph 2, below, defendant James Moorcroft (hereinafter “Mr. Moorcroft”) will remove all unregistered motor vehicles from his 66± acre parcel of land located on the west side of Route 14 in Brookfield by midnight on December 1, 2007.<sup>1</sup> For the purposes of this Order, whether a motor vehicle is registered or unregistered refers to whether its registration with the Vermont Department of Motor Vehicles, or the comparable motor vehicle regulatory agency of another state or Canadian province, is current on the date in question. For the purposes of this Order the term “motor vehicles” shall be defined as said term is defined in 23 V.S.A. § 4(21). The use of “dealer plates” on an otherwise unregistered vehicle **shall not** constitute registration for that vehicle.

2. Notwithstanding paragraph 1, above, and consistent with Brookfield Development Bylaw section 4.13(E), Mr. Moorcroft and/or his tenants may keep up to four (4) exposed, unregistered motor vehicles per presently existing residential dwelling, respectively, located on Moorcroft’s Brookfield property. In addition, Mr. Moorcroft may keep up to an additional five (5) unregistered, operating motor vehicles on his Brookfield property, if said vehicles are used solely for agricultural purposes. Consistent with Brookfield Development Bylaw section 4.13(E),

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<sup>1</sup> Mr. Moorcroft’s property and the improvements on it are hereinafter referred to as “Moorcroft’s Brookfield property.”

p.m., on December 12, 2007. In addition, the Selectboard shall cause Ms. Stafford to send Mr. Moorcroft's attorney, Charles F. Storrow, Esq., a stipulation, signed by Ms. Stafford, providing that the Court may dismiss the above captioned action, with prejudice.

8. If Mr. Moorcroft receives notice pursuant to paragraph 6, above, that the Selectboard has determined that he has not complied with paragraphs 1 and 2, above, he shall notify the Selectboard, in writing, on or by 5:00 p.m., on December 12, 2007, whether he disputes their conclusion that he has not complied with paragraphs 1 and 2, above. Said written notification may be given by delivering the same to the Chair of the Brookfield Selectboard or to Ms. Stafford. If Mr. Moorcroft fails to give such timely notice, he shall be deemed not to contest the Selectboard claim of non-compliance.

9. In the event the Town of Brookfield Selectboard and Mr. Moorcroft disagree as to whether Mr. Moorcroft has complied with paragraphs 1 and 2, above, then either party may file a motion with the Vermont Environmental Court seeking to reopen this case for the purpose of having said Court determine whether Mr. Moorcroft has complied with paragraphs 1 and 2, above, and to otherwise adjudicate the parties' rights and responsibilities as set forth in this Order. In the event such a motion is filed, the opposing party shall not contest having the case reopened.

10. If, upon the reopening of this case, the Vermont Environmental Court determines that Mr. Moorcroft has not complied with paragraphs 1, 2 and 3, above, the Town is not only entitled to receive the escrowed \$10,000.00, but may also request and obtain a monetary penalty of \$100 per day, beginning December 2, 2007, for each day Mr. Moorcroft remains in noncompliance. The Town may also obtain such injunctive relief as it is entitled to under the law with respect to Mr. Moorcroft's violation of the Brookfield Development Bylaw.

11. If, upon the reopening of this case, the Vermont Environmental Court determines that Mr. Moorcroft has complied with paragraphs 1, 2 and 3, above, then he shall be entitled to recover from the Town his reasonable attorneys' fees and court costs associated with the adjudication of the issue of his compliance with paragraphs 1, 2 and 3, above.

12. Except as is provided for in paragraph 7, above, Ms. Stafford shall release the escrowed monies to either party only upon the joint written instructions of the Selectboard and Mr. Moorcroft (or his attorney, Charles F. Storrow, Esq.) or upon an appropriate Order of the Vermont Environmental Court.