

STATE OF VERMONT

ENVIRONMENTAL COURT

Docket No. _____

**LAND USE PANEL of the
NATURAL RESOURCES BOARD,**

Petitioner,

ASSURANCE OF DISCONTINUANCE

v.

ROBERT AND SHANNON COLLINS,

Respondents

VIOLATION

- I. Operating a commercial automobile repair facility without approval from the District 7 Environmental Commission, in violation of Condition No. 3 of Land Use Permit # 7R1259.

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of 10 V.S.A. § 8007, the Land Use Panel of the Natural Resources Board (Panel) and Shannon and Robert Collins (collectively Respondents) hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATION

1. Respondent Shannon Collins (Owner) owns a 9.3 acre tract of land at 1747 Farrar Road in the Town of Newport, Vermont described in Book 27, Pages 247-248 of the Town of Newport land records (project tract).
2. On April 18th, 2007 the District 7 Environmental Commission (the Commission) issued Land Use Permit #7R1259 (the Permit) specifically authorizing the subdivision of a 131 acre tract into; Lot 1 (±2.74 acres), Lot 2 (±7.70 acres), Lot 3 (±112.06), and Lot 4 (existing contiguous, ±9.3 acres) the project tract. Lot 1, Lot 2 and Lot 4 were approved for construction of one (1) single family residence on each lot.
3. Condition No. 3 of the Permit states that no changes shall be made in the design or use of the project without the written approval of the District Coordinator or the District Commission, whichever is appropriate under the Natural Resources Board Rules.
4. On or before March 13, 2008 the Respondents constructed a 40 foot by 32 foot garage

structure on the property.

5. On or before June 6, 2008, Robert Collins (Operator) commenced a commercial repair operation from the constructed garage.
6. On June 16, 2008, District Coordinator, Kirsten Sultan, P.E., for the Commission issued a jurisdictional opinion in the form of a Project Review Sheet finding that an amendment to the Permit was needed for the material change.
7. The Coordinator's jurisdictional opinion was not appealed, and no requests for reconsideration were made.
8. Respondents violated Condition No. 3 of the Permit by operating a commercial automobile repair facility without the written approval of the District Coordinator or District Commission.

AGREEMENT

Based on the aforementioned Statement of Facts and Description of Violation, the parties hereby agree as follows:

- A. Respondents shall submit a complete Act 250 permit amendment application to the District 7 Environmental Commission for the material change that occurred on their property no later than November 28, 2008.
- B. If Respondents fail to file said permit application by November 28, 2008, or timely file said application and Respondents' permit application is denied by the Commission and said permit denial becomes final, then Respondents shall immediately cease commercial automobile repair operations on the property.
- C. Pursuant to the payment schedule set forth below, Respondents shall pay to the State of Vermont, pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of two hundred and twenty-five dollars (\$225.00) for the violation noted herein as follows:

Four payments of \$56.25 commencing on November 14, 2008 and due each month on or before the 14th day thereof.

Respondents shall make said payment by check made payable to the "Treasurer, State of Vermont" and shall be forwarded to:

Denise Wheeler, Business Manager
Land Use Panel of the Natural Resources Board
National Life Records Center Building
National Life Drive
Montpelier, Vermont 05620-3201

Late payments shall bear interest at the rate of twelve percent (12%) per annum. In the event that Respondents fail to make any payment by the date due, the Land Use Panel, at its option, may declare the whole amount then owing under this Assurance due and payable, any terms herein to the contrary notwithstanding.

- D. Any payment by the Respondents pursuant to this paragraph is made to resolve the violations set forth in this Order and shall not be considered to be a charitable contribution, business expense, or other deductible expense under the federal or state tax codes. Respondents shall not deduct, nor attempt to deduct, any payments, penalties, contributions or other expenditures required by this Order from Respondents' state or federal taxes.
- E. The State of Vermont and the Land Use Panel reserve continuing jurisdiction to ensure future compliance with all statutes, rules, and regulations applicable to the facts and violations set forth herein above.
- F. Nothing in this Assurance shall be construed as having relieved, modified, waived or otherwise affected the Respondents' continuing obligation to comply with all other applicable state or local statutes, regulations or directives applicable to the Respondents.
- G. 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 pursuant to 10 V.S.A. § 8007(c). In the event that such order is vacated, the Assurance shall be null and void.
- H. Pursuant to 10 V.S.A. § 8007(d), the Respondents shall not be liable for additional civil or criminal penalties with respect to the specific facts described herein and about which the Land Use Panel has notice on the date the Court signs this Assurance, provided that the Respondents fully comply with the agreements set forth above.
- I. 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 have no legal force or effect.
- J. 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.
- K. This Assurance is subject to the provisions of 10 V.S.A. § 8007.

SIGNATURES

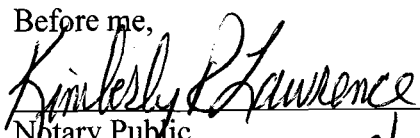
The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted.

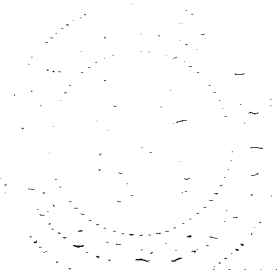
Dated at NEWPORT, Vermont, this 12 day of NOVEMBER, 2008.


SHANNON COLLINS

STATE OF VERMONT
COUNTY OF ORLEANS, ss.

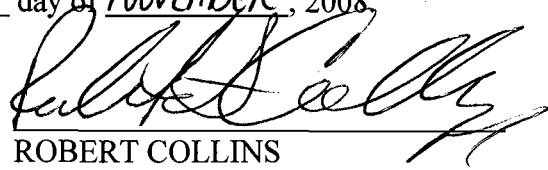
BE IT REMEMBERED that on the 12 day of NOVEMBER, 2008, personally appeared SHANNON D. COLLINS, signer(s) of the foregoing instrument who is/are known to me or who satisfactorily established his/her/their identity to me and acknowledged the same to be his/her/their free act and deed.

Before me,

Notary Public
My Commission Expires: 2/10/11



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


Dated at NEWPORT, Vermont, this 12 day of NOVEMBER, 2008.


ROBERT COLLINS

STATE OF VERMONT
COUNTY OF ORLEANS, ss.

BE IT REMEMBERED that on the 12 day of NOVEMBER, 2008 personally appeared ROBERT COLLINS, signer(s) of the foregoing instrument who is/are known to me or who satisfactorily established his/her/their identity to me and acknowledged the same to be his/her/their free act and deed.

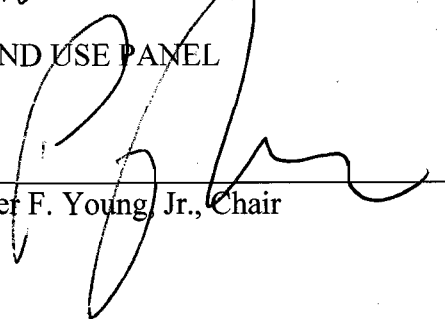
Before me,


Notary Public
My Commission Expires: 2/10/11

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

Dated in Montpelier, Vermont, this 13TH day of November, 2008.

LAND USE PANEL

By: 
Peter F. Young, Jr., Chair