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**LAND USE PANEL of the** )  
**NATURAL RESOURCES BOARD** )  
 Petitioner )  
 )  
 v. )  
 )  
**MARK COURCHAINE** )  
 Respondent )  
 \_\_\_\_\_ )

**ASSURANCE OF DISCONTINUANCE**

**VIOLATION**

- I. Subdivision, without approval from the District 5 Environmental Commission, in violation of Condition No. 1 of Land Use Permit #5L1031.

**ASSURANCE OF DISCONTINUANCE**

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

**STATEMENT OF FACTS AND DESCRIPTION OF VIOLATION**

- 1. On May 17, 1989, the District 5 Environmental Commission issued Land Use Permit #5L1031 (the permit) to Respondent. The permit applied to the lands identified in Book 48, Pages 57 & 58 of the land records of Wolcott, Vermont. The permit specifically authorized Respondent to operate a commercial gravel pit. The project is located on a 30 acre tract of land located on Route 15 in the Town of Wolcott, Vermont (project tract).
- 2. Condition No. 1 of the permit prohibits changes in the project without the written approval of the District 5 Environmental Commission (the Commission).
- 3. On or about June 28, 1989, Respondent subdivided and sold 10± acres of the project tract to one Steve Wolff without first obtaining written approval from the Commission. Mr. Wolff sold this 10± acre property to Brian and Judy Rafferty in or around the year 2000.
- 4. On March 5, 2008, the Commission issued Land Use Permit Amendment #5L1031-1 to Respondent and Co-permittees Brian and Judy Rafferty authorizing changes to the project tract. The permit amendment in part

retroactively approves Respondent's subdivision of the project tract.

5. Respondent violated Condition No. 1 of Land Use Permit #5L1031 by subdividing the project tract without written approval from the District 5 Environmental Commission.

### AGREEMENT

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

- A. The Respondent shall pay to the State of Vermont, pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of One Thousand Five Hundred Dollars (US) (\$1,500.00), for the violation noted herein. Respondent shall pay said penalty in full no later than August 1, 2009. Respondent shall make any and all payments by check or money order payable to the "Treasurer, State of Vermont" and shall send it to:

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

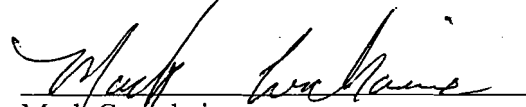
Late payment shall bear interest at the rate of twelve percent (12%) per annum. Failure to make payment in full by August 1, 2009 shall be a violation of this Assurance of Discontinuance.

- B. Any payment by the Respondent pursuant to this paragraph is made to resolve the violation set forth in this Assurance of Discontinuance and shall not be considered to be a charitable contribution or business expense under the federal or state tax codes.
- C. Respondent shall comply with all terms and conditions of Land Use Permit #5L1031, as amended.
- D. The State of Vermont and the Land Use Panel reserve continuing jurisdiction to ensure compliance with all statutes, rules, and regulations applicable to the facts and violation set forth herein above.
- E. Nothing in this Assurance shall be construed as having relieved, modified, waived or otherwise affected the Respondent's continuing obligation to comply with all other applicable state or local statutes, regulations or directives.

- F. 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.
- G. Pursuant to 10 V.S.A. § 8007(d), Respondent 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 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 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.
- 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.

**SIGNATURES**

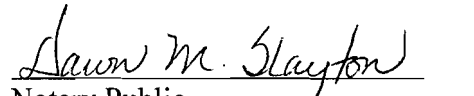
The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted.

  
Mark Courchaine

STATE OF VERMONT  
COUNTY OF Lamoille, ss.

BE IT REMEMBERED that on the 13<sup>th</sup> day of January, 2009, personally appeared Mark Courchaine, 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,

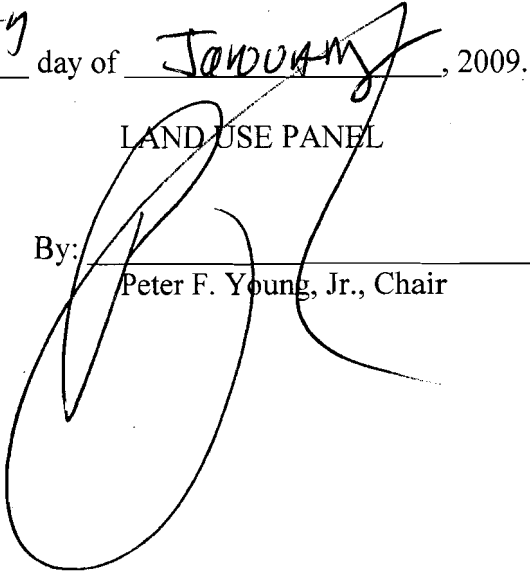
  
Notary Public  
My Commission Expires: 2/10/11

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

Dated in Montpelier, Vermont, this 14<sup>th</sup> day of JANUARY, 2009.

LAND USE PANEL

By:   
Peter F. Young, Jr., Chair