



5. On December 17, 2008, Assistant District Coordinator for the District 5 Environmental Commission, Susan Baird, issued Jurisdictional Opinion (JO) #5-08-05 which found that Respondent's commercial structure required an Act 250 Land Use Permit. This JO was not appealed.
6. On July 24, 2009, Respondent submitted an application for an after-the-fact Land Use Permit.
7. On October 8, 2009, the Commission issued Land Use Permit #5W1518 to the Respondent specifically authorizing the "as built" construction of the 6,000 square foot building on the project tract.
8. Respondent violated 10 V.S.A. §6081 by commencing development without first obtaining an Act 250 Land Use Permit.

AGREEMENT

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

- A. Within thirty days (30) of the date on which this Assurance is signed by the Environmental Court, 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 (U.S.) (\$1,500.00) for the violation noted herein. Respondent 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

- B. Any payment by the Respondent pursuant to this Assurance is made to resolve the violation set forth herein and shall not be considered to be a charitable contribution, business expense, or other deductible expense under the federal or state tax codes. Respondent shall not deduct, nor attempt to deduct, any payments, penalties, contributions or other expenditures required by this Assurance from Respondent's state or federal taxes.
- C. The Panel shall file a notice of this Assurance in the land records of the municipality where this project is located after this Assurance is signed by the Environmental Court. The Respondent shall be responsible for the payment of the recording fee for such notice and shall send to the Panel a check in the amount of Ten Dollars (\$10.00), made payable to said municipality.





- D. 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 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 applicable to the Respondent.
- 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), the Respondent shall not be liable for any 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.

Dated at Madison, Wisconsin, this 21st day of May, 2010.

NORTHFIELD TELEPHONE COMPANY

By:



David E Seibel

Duly Authorized Agent

STATE OF WISCONSIN
COUNTY OF DANE, ss.

BE IT REMEMBERED that on the 21st day of May, 2010, personally appeared DAVID SEIBEL as the duly authorized agent of NORTHFIELD TELEPHONE COMPANY, signer of the foregoing instrument who is known to me or who satisfactorily established his identity to me and acknowledged the same to be the free act and deed of NORTHFIELD TELEPHONE COMPANY and that he has the authority to contract on behalf of NORTHFIELD TELEPHONE COMPANY and that he has been duly authorized to enter into the foregoing Assurance on behalf of that entity.

Before me,



Notary Public

My Commission Expires: 2-16-14

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

Dated in Montpelier, Vermont, this 25th day of May, 2010.

LAND USE PANEL

By:


General Counsel



