

**FILED**

**STATE OF VERMONT  
ENVIRONMENTAL COURT**

AUG 23 2007

**VERMONT  
ENVIRONMENTAL COURT**

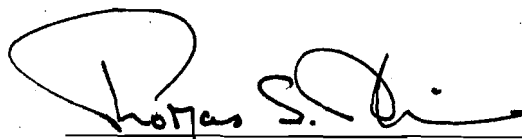
Vermont Natural Resources Board, )  
Land Use Panel )  
Petitioner, )  
v. )  
Arnold Campney, )  
Respondent. )

Docket # 169-8-07 Vtec

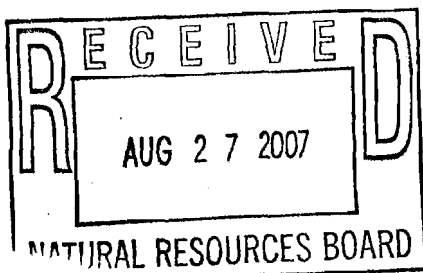
**ORDER**

The Assurance of Discontinuance signed by the Respondent on August 9, 2007, and filed with the Environmental Court on August 15, 2007, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007 (c).

Dated this 23<sup>rd</sup> day of August 2007.



Thomas S. Durkin,  
Environmental Judge



STATE OF VERMONT

ENVIRONMENTAL COURT

Docket No.

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

Petitioner,

**ASSURANCE OF DISCONTINUANCE**

v.

**ARNOLD CAMPNEY,**

Respondent.

**VIOLATIONS**

- I. Construction of a commercial building on more than 10 acres of land without an Act 250 Land Use Permit.

**ASSURANCE OF DISCONTINUANCE**

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

**STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS**

1. Respondent Arnold Campney is and was the owner at all times relevant an approximately 29.6 acre parcel of land located at 266 Creek Road in Clarendon, Vermont.
2. Respondent owns and operates a commercial masonry business, A.T. Campney Masonry, Inc.
3. Respondent constructed a structure on the property in Clarendon in or about 2002, for use in the storage of tools and materials associated with his masonry business.
4. The construction of these structures is a "development" as that term is defined in 10 V.S.A. §6001(3)(A)(i), and as such, Respondent should have obtained an Act 250 (10 V.S.A. Ch. 151) Land Use Permit before the construction commenced. 10 V.S.A. §6081(a).
5. Respondent never sought, or obtained an Act 250 Land Use Permit for the construction of that structure.

## AGREEMENT

Based on the aforementioned Statement of Facts and Description of Violations, 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 Five Thousand Eight Hundred Dollars (\$5,800.00) (U.S.), for the violations noted herein, as follows: Respondent shall make an initial payment of Eight Hundred Dollars (\$800.00) within thirty (30) days of the date on which this Assurance is signed by the Environmental Court. On or before that same day of each succeeding month, the Respondent shall make payments of One Thousand Dollars (\$1,000.00), until the balance is paid in full. 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 Ctr. Bldg.  
National Life Drive  
Montpelier, Vermont 05620-3201
- B. Any payment by the Respondent pursuant to this Assurance is made to resolve the violations set forth in this Assurance and shall not be considered to be a charitable contribution or business expense under the federal or state tax codes.
- C. Respondent shall submit and diligently pursue an Act 250 permit application to the District 1 Environmental Commission for the construction of improvements that occurred on his property.
- D. Should Respondent's application be denied for an Act 250 permit, Respondent shall remove all improvements that require an Act 250 permit, including the structure described above, and return the project site to its original condition prior to any commercial development.
- 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 Respondent's continuing obligation to comply with all other applicable state or local statutes, regulations or directives applicable to the Respondent.
- 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 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.
- 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.

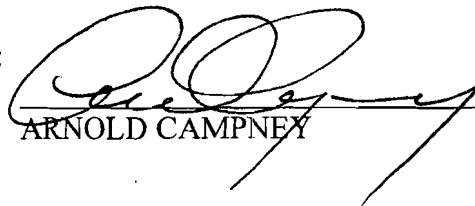
**SIGNATURES**

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

Dated at Rutland, Vermont, this 9th day of August, 2007.

ARNOLD CAMPNEY

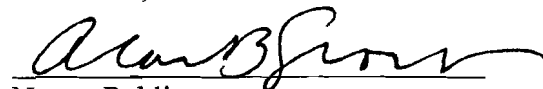
By:

  
ARNOLD CAMPNEY

STATE OF VERMONT  
COUNTY OF RUTLAND, ss.

At Rutland, Vermont, this 9th day of August, 2007, Arnold Campney personally appeared and swore to the truth of the foregoing.

Before me,



Notary Public

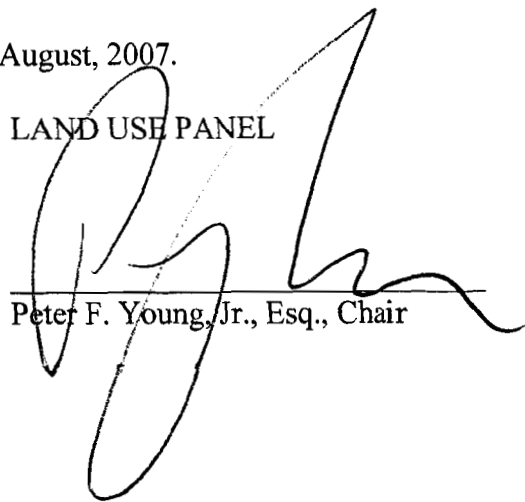
My Commission Expires: 2/10/2011

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

Dated in Montpelier, Vermont, this 10<sup>th</sup> day of August, 2007.

LAND USE PANEL

By:

  
Peter F. Young, Jr., Esq., Chair