

STATE OF VERMONT

ENVIRONMENTAL COURT
Docket No.

Land Use Panel of the
Natural Resources Board,
Petitioner,

ASSURANCE OF DISCONTINUANCE

v.

Robert Carpin and Christine Carpin,
Respondents

VIOLATION

Failure to comply with Condition 6 of Land Use Permit #2W0858

ASSURANCE OF DISCONTINUANCE

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

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS

1. On February 5, 1991, the District 2 Environmental Commission issued Land Use Permit #2W0858 (Permit) to Eastland, Inc. and other co-permittees. The permit authorizes "the permittees to create an eight-lot subdivision to be used for seasonal camping, outdoor recreation and forestry management...."
2. Condition 6 of the Permit states:
 6. The lots in this subdivision are approved for use as seasonal camps utilizing recreational vehicles, tents, or primitive lean-tos. The construction of housing is prohibited.
3. In 1985, Respondents had purchased land which was to become Lot 2 of the said subdivision created by Eastland, Inc.
4. Respondents have constructed unpermitted structures (namely, a house and shed) on Lot 2 of the subdivision; said structures are not in conformance with Condition 6.
5. Respondents have violated Condition 6 of the Permit.

AGREEMENT

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

- A. Respondents shall comply with Land Use Permit series #2W0858.
- B. On or before July 1, 2009, the Respondents shall remove any unpermitted structures on Lot 2 of the subdivision governed by Land Use Permit series #2W0858.
- C. Notwithstanding Paragraph B, on or before July 1, 2009, Respondents may alter the small, gray shed on Lot 2, so that it complies with Condition 6 of the Permit. If such alteration occurs by July 1, 2009, and the Coordinator for the District 2 Environmental Commission confirms that the shed has been appropriately altered to fit within the definition and meaning of a "primitive lean-to," the shed may remain on Lot 2.
- D. Within thirty days of the date that this Assurance is entered as an order of the Environmental Court, the Respondents shall pay to the State of Vermont, pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of Seven Hundred Fifty (\$750.00) Dollars (U.S.), for the violation noted herein. Payment shall be by check payable to the "Treasurer, State of Vermont" sent to:

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

Any payment by the Respondents pursuant to this paragraph is made to resolve the violations set forth in this Assurance and shall not be considered to be a charitable contribution, business expense, or other deductible expense under the federal or state tax codes. See Internal Revenue Code §162(f); Treasury Regulation §1.162-21. Respondents shall not deduct, nor attempt to deduct, any payments, penalties, contributions or other expenditures required by this Assurance 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 Respondent's 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 South Hadley, Ma, this 7 day of March, 2009.


Robert Carpin

STATE OF Ma
COUNTY OF Hampden, ss.

BE IT REMEMBERED that on the 7 day of March, 2009,
personally appeared Robert Carpin, signer of the foregoing instrument who is known
to me or who satisfactorily established his identity to me, and acknowledged the same
to be his free act and deed.

Before me,

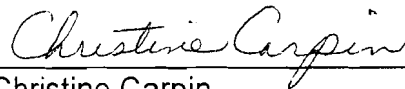


Notary Public

My Commission Expires: 10/3/2014

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

Dated at South Hadley, Ma, this 7 day of March, 2009.

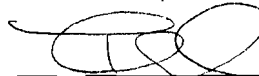


Christine Carpin

STATE OF Ma
COUNTY OF Hampden, ss.

BE IT REMEMBERED that on the 7 day of March, 2009,
personally appeared Christine Carpin, signer of the foregoing instrument who is known
to me or who satisfactorily established her identity to me, and acknowledged the same
to be her free act and deed.

Before me,



Notary Public

My Commission Expires: 10/3/2014

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

Dated in Montpelier, Vermont, this 11th day of MARCH, 2009.

LAND USE PANEL of the
NATURAL RESOURCES BOARD

By: 

Peter F. Young, Jr., Esq.
Chair