

**STATE OF VERMONT
SUPERIOR COURT – ENVIRONMENTAL DIVISION**

THE NATURAL RESOURCES BOARD,)	Docket No.
)	
Petitioner,)	
)	
v.)	ASSURANCE OF
)	<u>DISCONTINUANCE</u>
JOHN DOYON,)	
)	
Respondent.)	
)	

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

VIOLATION

The Respondent commenced construction of a campground and an off-road-vehicle-facility on his property without a permit in violation of 10 V.S.A § 6081(a).

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS

1. The Respondent's property (the "Property") is located on the south side of Vermont Route 2B, in the town of St. Johnsbury, Vermont, a "10-acre town" for the purpose of assessing "development" under Act 250.
2. The Property is comprised of approximately 100.3 acres, most of which is forested.
3. A network of campground roads, haul roads, skid roads and trails interlaces the property.
4. Respondent has commenced development of an off-road trail system to be used by the public.
5. Respondent has commenced development of a road system to be used by the public.
6. Respondent has commenced development of campsites to be used by the public.
7. Respondent has commenced development of a campground to include 40-50 campsites, also to be used by the public.
8. Respondent has commenced development of a "boulder field" for off-road-vehicle use, also to be used by the public.

9. Respondent has commenced development of a mud pit, located in a wetland, for the purposes of opening a "mud bogging" area to the public.
10. On August 7, 2013, the Board's Permit Compliance Officer (PCO) and the Agency's Environmental Enforcement Officer (EEO) interviewed the Respondent during a joint inspection of the Project Tract.
11. When asked by the PCO whether he had been charging campers to use the campground, the Respondent admitted, "I haven't started charging for camping, but I'd like to. I plan to." The Respondent indicated to the PCO that he sees a niche market that is currently underserved in the region, in providing recreational land for both off-road trucks and 4-wheelers.
12. When asked by the EEO whether he planned to provide bathroom facilities for campground users, the Respondent indicated that he envisioned a campground facility with "no power, no water, and no toilets. Just porta-potties," and a "pack-it-in, pack-it-out" policy on garbage disposal.
13. When the PCO asked the Respondent whether he had already constructed more than a half-dozen campsites, the respondent admitted that "yes," he had, and stated that he envisioned an eventual build-out of approximately "40 to 50 sites" "for tent or trailer." Respondent indicated that he was working with the Town Zoning Administrator to obtain the necessary zoning permits to construct the campground.
14. Respondent failed to obtain an Act 250 Land Use Permit amendment before commencing the above mentioned activities and therefore violated 10 V.S.A. § 6081(a).

AGREEMENT

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

- A. The Respondent shall immediately cease any and all non-permitted activities on the Project Tract.
- B. No later than 30 days following the entry of this Assurance as an Order by the Superior Court, Environmental Division, the Respondent, through his attorney, shall pay the following:
 1. Pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of **\$7,500.00** for the violations noted herein, by good check made payable to: "State of Vermont."
 2. Pursuant to 10 V.S.A. § 8010(e)(2), the amount of **\$1,500.00**, to reimburse the Natural Resources Board for the costs of this enforcement action by good check made payable to: "State of Vermont."

3. The amount of **\$10.00**, for the purpose of paying the recording fee for the filing of a notice of this Assurance in the Town of St. Johnsbury land records, by good check made payable to: "Town of St. Johnsbury, Vermont."
- C. All monies referenced in paragraphs (B) (1-3), above, are to be paid into respondent's trust account, in escrow, at the time respondent signs this Assurance. Once the Superior Court, Environmental Division enters this Assurance as an Order, respondent's attorney shall release the monies on behalf of respondent pursuant to the schedule outlined in paragraphs (B) (1-3).
- D. No later than 30 days following the entry of this Assurance as an Order by the Superior Court, Environmental Division, Respondent shall mail the Board an executed Acceptance of Service, on a form approved by the Board, showing that Respondent has actual notice of the Judicial Order and Assurance of Discontinuance.
- E. All payments and documents required by this Assurance shall be sent to:

Vermont Natural Resources Board
Dewey Building
National Life Drive
Montpelier, Vermont 05620-3201
- F. Respondents are jointly and severally liable for all obligations under this Assurance.
- G. The Respondent shall not deduct or attempt to deduct any payment made to the State pursuant to this Assurance from that Respondent's reported income for tax purposes or attempt to obtain any other tax benefit from such payment.
- H. Nothing in this Assurance shall be construed as having relieved, modified, waived or otherwise affected the Respondent's continuing obligation to comply with applicable state or local statutes, regulations or directives.
- I. This Assurance shall become effective only after it is signed by all parties and entered as an order of the Superior Court, Environmental Division. When so entered by the Superior Court, Environmental Division, 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.
- J. 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 and laws set forth herein, provided that the Respondent fully complies with this Assurance.
- K. 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

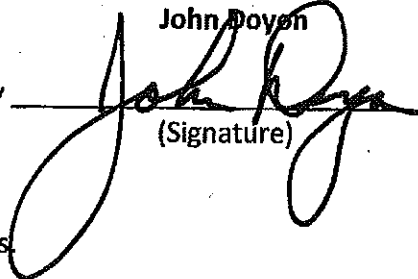
parties hereto or their legal representatives and incorporated in an order issued by the Superior Court, Environmental Division. Alleged representations not set forth in this Assurance, whether written or oral, shall not be binding upon any party hereto, and such alleged representations shall have no legal force or effect.

- L. If Respondent complies with the requirements and deadlines set forth in this Assurance, the Board will not require an Act 250 Permit for the activities and violations set forth herein.
- M. When this Assurance is entered as a judicial order, a violation of any provision of this Assurance shall be deemed to be a violation of a judicial order and may result in the imposition of injunctive relief and/or penalties, including penalties under 10 V.S.A. chapters 201 and/or 211.
- N. This Assurance is subject to the provisions of 10 V.S.A. §§ 8007 and 8020.

SIGNATURES

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

Dated at Nokomis, ~~Vermont~~, this 06 day of June, 2016.
Florida

By John Doyon

(Signature)

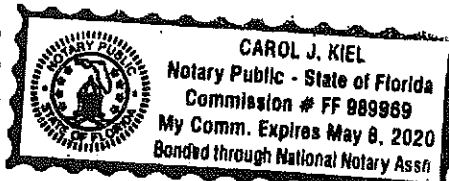
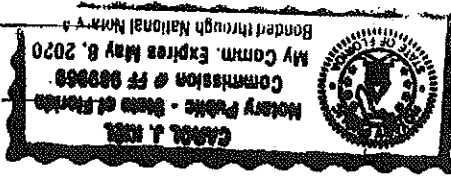
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State of Florida
~~STATE OF VERMONT~~
COUNTY OF Sarasota, ss.

BE IT REMEMBERED that on the 6 day of June, 2016, personally appeared John Doyon, John Doyon signer and sealer of the foregoing instrument who is known to me or who satisfactorily established his identity to me.

Before me,




Notary Public
My Commission Expires:



Dated in Montpelier, Vermont, this 26 day of July, 2016.

NATURAL RESOURCES BOARD

By: 
Diane Snelling, Chair
Natural Resources Board

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