

STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION
Docket No.

Land Use Panel of the
Natural Resources Board,
Petitioner,

ASSURANCE OF DISCONTINUANCE

v.

Charles Gary Knudson, Jr.,
Respondent.

VIOLATION

Commencement of development or commencement of construction on a development without a Land Use Permit. 10 V.S.A. § 6081(a).

ASSURANCE OF DISCONTINUANCE

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

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS

1. Respondent owns and operates a salvage yard on a tract of land of more than one acre located at 472 Dance Hall Road in the Town of Lunenburg, Vermont (project tract).
2. The Town of Lunenburg, Vermont does not have both permanent subdivision and zoning regulations.
3. Some time in the early 1990s, Respondent constructed improvements for commercial purposes on the project tract.
4. On May 14, 2009, Assistant District 7 Coordinator issued a Jurisdictional Opinion in the form of a Project Review Sheet to Respondent in which the Coordinator concluded that the project required an Act 250 permit. This Jurisdictional Opinion was not appealed and is therefore final.
5. The salvage yard is subject to Act 250 jurisdiction.
6. Respondent has commenced development without a Land Use Permit in violation of 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. On or before September 15, 2010, Respondent shall file with the District 7 Environmental Commission (Commission) a complete application for a Land Use Permit under 10 V.S.A.Ch.151 (Act 250).
- B. Respondent shall diligently pursue said application and all other necessary state or local permits or approvals.
- C. "Diligently pursue" shall mean that Respondent shall (a) respond to any and all requests for information from the Commission, or the Coordinator for the Commission, or other state or local agency by the date set by the Commission or Coordinator or agency; and (b) meet the above schedule and comply with all scheduling or other orders or memoranda issued by the Commission or other state or local agency. Respondent shall not be responsible for delays outside its control, including those caused or directed by the Commission or state or local agency or by any other parties to its application.
- D. Until a Land Use Permit is obtained, Respondent shall cease his operations on the project tract.
- E. No later than 30 days following the entry of this Assurance as an Order by the Superior Court, Environmental Division, the Respondent shall pay to the State of Vermont, pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of Six Thousand (\$6,000.00) Dollars (U.S.), for the violations noted herein.

Payment shall be by check made payable to the "Treasurer, State of Vermont" and shall be sent 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

- F. 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, business expense, or other deductible expense under the federal or state tax codes. See Internal Revenue Code §162(f); Treasury Regulation §1.162-21. 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.

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- G. 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.
- H. 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.
- 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), the 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.
- 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. 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.
- M. This Assurance is subject to the provisions of 10 V.S.A. § 8007.
- N. 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 Superior Court, Environmental Division. Within fifteen days of the date on which this Assurance is signed by the Court, the Respondent shall forward payment in the amount of Ten Dollars (\$10.00), by check made payable to the "Town of Lunenburg, Vermont" to the Land Use Panel at the address listed above for the purpose of paying the recording fee.

SIGNATURES

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

Dated at St Johnsbury ~~8-30-2010~~, Vermont, this 30 day of August, 2010.

Charles Gary Knudson
Charles Gary Knudson, Jr.

STATE OF VERMONT,
COUNTY OF Caledonia, ss.

BE IT REMEMBERED that on the 30th day of August, 2010, personally appeared Charles Gary Knudson, signer(s) of the foregoing instrument who is/are known to me or who satisfactorily established his identity to me and acknowledged the same to be his free act and deed.

Before me,

Ginni A. Louch
Notary Public Ginni A. Louch
My Commission Expires: 2/10/11

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

Dated in Montpelier, Vermont, this 2nd day of September, 2010.

LAND USE PANEL

By:

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