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NATURAL RESOURCES BOARD

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STATE OF VERMONT
ENVIRONMENTAL COURT

OCT 28 2008
VERMONT
ENVIRONMENTAL COURT

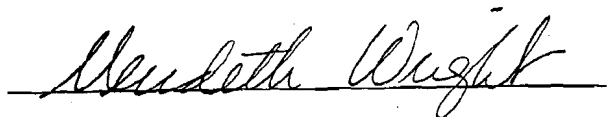
Vermont Natural Resources Board)
Land Use Panel,)
Petitioner,)
v.)
Victory in Jesus Ministries, Inc.,)
Respondent.)

Docket # 236-10-08 Vtec

ORDER

The Assurance of Discontinuance signed by the Respondent on October 9, 2008, and filed with the Environmental Court on October 17, 2008, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007(c).

Dated this 23rd day of October 2008.



Merideth Wright,
Environmental Judge

STATE OF VERMONT

ENVIRONMENTAL COURT
Docket No.

Land Use Panel of the
Natural Resources Board,
Petitioner,

ASSURANCE OF DISCONTINUANCE

v.

Victory in Jesus Ministries, Inc.
Respondent.

VIOLATION

Commencement of 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 Victory in Jesus Ministries, Inc. (Respondent) hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS

1. On May 7, 2008, the District 3 Environmental Commission issued Land Use Permit 3R0955 to Victory in Jesus Ministries, Inc. The permit approved

the previous improvements and construction on the 14.3 acre parcel consisting of: one 36-foot by 48-foot barn constructed in 1999 to be used for storage only; three ponds; a beach area, gazebo, diving platform and dock; a small concrete pond; brick patio; outdoor kitchen; volleyball court; horseshoe pits; two foot bridges; and gravel drive and parking areas with three access points onto Dickey Road.

2. The Permit specifically finds that:

The project is subject to Act 250 jurisdiction because it involved the previous construction for a commercial purpose on more than ten acres and thus constitutes "development" pursuant to 10 V.S.A. § 6001(3)(A)(i).

3. Respondent had not obtained a Land Use Permit prior to the construction of improvements described in Paragraph 1.

4. Respondent 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. Respondent shall comply with Land Use Permit 3R0955
- B. 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 (\$6000.00) Dollars (U.S.), for the violations noted herein, on the following schedule:

\$500.00 by January 1, 2009

\$500.00 by February 1, 2009

\$500.00 by March 1, 2009

\$500.00 by April 1, 2009

\$500.00 by May 1, 2009

\$500.00 by June 1, 2009

\$500.00 by July 1, 2009

\$500.00 by August 1, 2009

\$500.00 by September 1, 2009

\$500.00 by October 1, 2009

\$500.00 by November 1, 2009

\$500.00 by December 1, 2009

- C. Payment of the said civil penalty shall be by check made payable to the "Treasurer, State of Vermont," which 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

Any payment by the Respondent pursuant to this Assurance of Discontinuance 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.

- D. In the event that this Assurance allows the Respondent to fund a Supplemental Environmental Project (SEP) in lieu of the payment of a civil penalty, if the

Respondent publishes by any means, directly or indirectly, the identity or result of an SEP that Respondent has funded, the Respondent shall also include in that publication a statement that the SEP is a product of the settlement of an environmental enforcement action brought by the Natural Resources Board.


- 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 additional civil or criminal penalties for Act 250 violations, 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. I have the authority to sign this Assurance of Discontinuance on behalf of Victory in Jesus Ministries, Inc.

Dated at W. R. Jct, VT, Vermont, this 9 day of October 2008.

VICTORY IN JESUS MINISTRIES,
INC.




Melissa Kelleher
Secretary of the Corporation

STATE OF VERMONT
COUNTY OF Windsor, ss.

BE IT REMEMBERED that on the 9 day of October 2008, personally appeared Melissa Kelleher, signer of the foregoing instrument who is known to me or who satisfactorily established /her identity to me and acknowledged the same to be his/her free act and deed.

Before me,



Notary Public

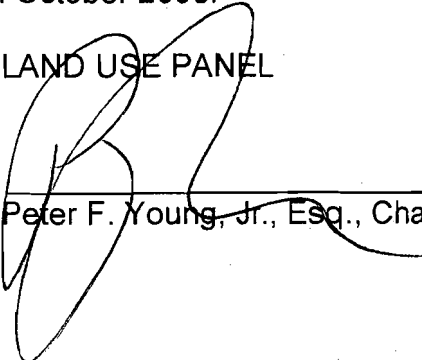
My Commission Expires: 2-10-11

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

Dated in Montpelier, Vermont, this 16th day of October 2008.

LAND USE PANEL

By:



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