



STATE OF VERMONT  
ENVIRONMENTAL COURT

ENVIRONMENTAL COURT  
VERMONT  
DEC 3 2007

FILED

Vermont Natural Resources Board, )  
Land Use Panel )  
Petitioner, )  
)  
v. )  
)  
Wunderwireless, LLC, d/b/a FINOWEN, )  
Respondent. )

Docket # 257-11-07 Vtec

**ORDER**

The Assurance of Discontinuance signed by the Respondent on November 19, 2007, and filed with the Environmental Court on November 28, 2007, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007 (c).

Dated this 3rd day of December 2007.

A handwritten signature in cursive script, reading "Merideth Wright", written over a horizontal line.

Merideth Wright,  
Environmental Judge

STATE OF VERMONT  
ENVIRONMENTAL COURT

LAND USE PANEL of the  
NATURAL RESOURCES BOARD,  
Petitioner

v.

Docket No.

WUNDERWIRELESS, LLC,  
d/b/a FINOWEN  
Respondent

VIOLATION

Commencement of construction without a land use permit in violation of 10 V.S.A. § 6081.

ASSURANCE OF DISCONTINUANCE

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

STATEMENT OF FACTS AND VIOLATION

1. On or before January 23, 2007, Respondent WunderWireless, LLC, d/b/a FINOWEN constructed a wireless telecommunication antenna over twenty feet in height, for a commercial purpose without a land use permit on a parcel of land over ten acres in size owned by Arnold and Susan Hawk, on Cobble Hill Road in Thetford, Vermont.
2. Respondent has since obtained Land Use Permit 3R0978, with landowners Arnold and Susan Hawk as copermittees, authorizing the removal of this facility and installation of a replacement facility.

Respondent commenced construction without a land use permit in violation of 10 V.S.A. § 6081.

AGREEMENT

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

- A. No later than thirty (30) days of the date on which this Assurance is signed by the

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Environmental Court, the Respondent shall pay to the State of Vermont, pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of **\$500.00** U.S. Dollars, for the violation noted herein. Respondent shall make said payment by check or money order payable to the "Treasurer, State of Vermont" and shall send it to:

Denise Wheeler, Business Manager  
Natural Resources Board, Land Use Panel  
National Life Records Center  
Montpelier, Vermont 05620-3201

Any payment by the Respondent pursuant to this paragraph is made to resolve the violation set forth in this Assurance of Discontinuance and shall not be considered to be a charitable contribution or business expense under the federal or state tax codes.

- ✓ B. Respondent shall comply with all terms and conditions of Land Use Permit #3R0978, as amended.
- ✓ C. The State of Vermont and the Land Use Panel reserve continuing jurisdiction to ensure compliance with all statutes, rules, and regulations applicable to the facts and violation set forth herein above.
- ✓ D. 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.
- ✓ E. 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.
- ✓ F. Pursuant to 10 V.S.A. § 8007(d), Respondent shall not be liable for 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.
- ✓ G. 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.

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- ✓ H. 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.
- ✓ I. 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.

WunderWireless, LLC, d/b/a FINOWEN

By: Luc Beaubien  
Luc Beaubien

BE IT REMEMBERED that on the 19<sup>th</sup> day of November, 2007, personally appeared Luc Beaubien, duly authorized agent of WunderWireless, LLC, d/b/a FINOWEN, signer of the foregoing written 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 and the free act and deed of WunderWireless, LLC, d/b/a FINOWEN.

Before me: Melodie Marcotte Longley  
Notary Public:

MELODIE L. MARCOTTE-LONGLEY  
NOTARY PUBLIC  
STATE OF NEW HAMPSHIRE  
MY COMMISSION EXP. MAY 16, 2012

Commission Expires:

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

DATED in Montpelier, Vermont, this 26<sup>th</sup> day of November, 2007.

LAND USE PANEL

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