

**STATE OF VERMONT
ENVIRONMENTAL COURT**

**LAND USE PANEL of the
NATURAL RESOURCES BOARD,**
Petitioner

ASSURANCE OF DISCONTINUANCE

v.

**INTOUCH USA, INC.
KLAAS SYBRANDA**
Respondents

Docket No.

VIOLATION

- I. Construction of improvements for a commercial purpose on more than an acre of land without an Act 250 Land Use Permit, in violation of 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 Intouch USA, Inc. and Klaas Sybranda (collectively, Respondents) hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS

1. At some time in or before September 2007, Respondents constructed improvements to an existing barn-style building for office space, a conference room, kitchen, restroom and two apartment lofts for temporary use by visiting employees, on a 1.39-acre tract of land at 275 Higley Hill Road in Wilmington, Vermont (the Project).
2. The town of Wilmington has not adopted subdivision regulations.
3. On or about April 8, 2008, Respondents filed a complete Act 250 permit application for the Project. On or about May 27, 2009, Wastewater System and Potable Water Supply permit # WW-2-3085 was issued for the Project. The District 2 Environmental Commission issued Act 250 Permit #2W1244 for the Project on May 29, 2009.
4. Respondents commenced construction of improvements for a commercial purpose before applying for an Act 250 permit.

AGREEMENT

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

- A. Within thirty (30) days of the date on which this Assurance is signed by 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 three hundred seventy five dollars U.S. (\$375.00) for the violations noted herein. Respondents shall make said payment by check made payable to the "Treasurer, State of Vermont" and shall send it 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

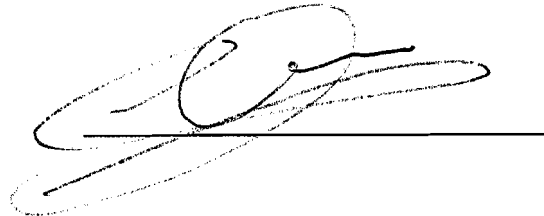
- B. Any payment by the Respondents pursuant to this Assurance is made to resolve the violations set forth in this Assurance and shall not be claimed as a charitable contribution or business expense under the federal or state tax codes.
- C. The State of Vermont and the Land Use Panel reserve continuing jurisdiction to ensure future compliance with all statutes, rules, and regulations applicable to the facts and violations set forth herein above.
- D. Nothing in this Assurance shall be construed as having relieved, modified, waived or otherwise affected the Respondents' continuing obligation to comply with all other applicable state or local statutes, regulations or directives applicable to the Respondents.
- 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, this Assurance shall be null and void.
- F. Pursuant to 10 V.S.A. § 8007(d), the Respondents shall not be liable for any 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.

- 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.
- 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.

Dated at Dover, Vermont, this 3 day of June, 2009.



STATE OF VERMONT
COUNTY OF Windham, ss.

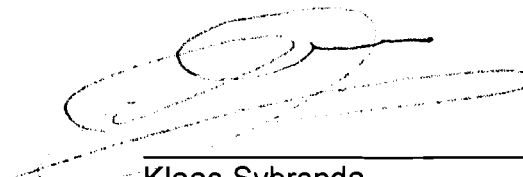
BE IT REMEMBERED that on the 3 day of June, 2009, personally appeared Klaas Sybranda, signer of the foregoing written instrument who is known to me or who satisfactorily established his/her identity to me and acknowledged the same to be his/her free act and deed and the free act and deed of Intouch USA, Inc.

Before me,



Notary Public
My Commission Expires: 2/10/11

DATED at Dover, Vermont, this 3 day of June, 2009.



Klaas Sybranda

STATE OF VERMONT
COUNTY OF Windham, ss.

BE IT REMEMBERED that on the 3 day of June, 2009, personally appeared Klaas Sybranda, 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.

Before me,

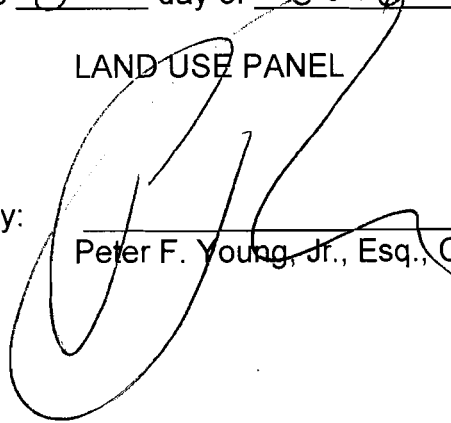


Notary Public
My Commission Expires: 2/10/11

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

DATED in Montpelier, Vermont, this 8th day of June, 2009.

LAND USE PANEL

By: 

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