

LAND USE PANEL of the  
NATURAL RESOURCES BOARD  
Petitioner

v.

**ASSURANCE OF DISCONTINUANCE**

SNOW MOUNTAIN VILLAGE  
CONDOMINIUM ASSOCIATION  
Respondent

**VIOLATION**

The removal of trees at the westernmost corner of the property without approval from the District 2 Environmental Commission, in violation of Condition No. 1 of Land Use Permit #2W0010-1 and Act 250 Rule 34(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 Snow Mountain Village Condominium Association (Respondent) hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

**STATEMENT OF FACTS AND VIOLATION**

1. Respondent manages the Snow Mountain Village residential condominium complex located on the Upper Handle Road, in West Dover, Vermont (Project). The Project, located on lands identified in Book 40, Pages 1 – 38 of Land Records of the Town of Dover, Vermont, is subject to Act 250 (10 V.S.A. Ch. 151) Land Use Permit series #2W0010.
2. On or about March 17, 2008, Respondent submitted a Land Use Permit amendment application for the removal of trees at the westernmost corner of the property in front of the town houses.
3. On or about March 18, 2008, District 2 Environmental Coordinator April Hensel sent a letter to Respondent notifying Respondent that the submitted application had been deemed incomplete and that additional information was required. The Coordinator received no response from Respondent.

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4. Condition No. 1 of Land Use Permit #2W0010-1 prohibits changes to the Project without the written approval of the District 2 Environmental Commission.
5. Sometime between March 18, 2008 and November 12, 2008, Respondent removed the trees at the westernmost corner of the property. No written approval for such act had been issued by the District 2 Environmental Commission
6. Respondent violated Condition No. 1 of Land Use Permit #2W0010-1.

**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 Environmental Court, 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 US) 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 Building  
National Life Drive  
Montpelier, Vermont 05620-3201

Any payment by 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, business expense or other deductible expense under the federal or state tax codes. 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.

- B. No later than thirty (30) days of the date on which this Assurance is signed by the Environmental Court, Respondent shall file with the District 2 Environmental Commission a complete Act 250 permit amendment application to address the removal of trees in the westernmost corner of the property which is the subject of this Assurance.

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- C. Respondent shall comply with all terms and conditions of Land Use Permit series #2W0010.
- D. 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.
- E. Nothing in this Assurance shall be construed as having relieved, modified, waived or otherwise affected Respondent's continuing obligation to comply with all other applicable state or local statutes, regulations or directives.
- F. 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.
- G. 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 described herein and about which the Land Use Panel has notice on the date the Court signs this Assurance, provided that Respondent fully complies with the agreements set forth above.
- H. 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.
- I. 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.
- J. 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. Further, I, DWIGHT BOEREM, the undersigned, hereby state under oath that I am the Property Manager of the Snow Mountain Village Condominium Association, I have the authority to contract on behalf of the Snow Mountain Village Condominium Association and that I have been duly authorized to enter into the foregoing Assurance of Discontinuance on behalf of that entity.

Dated at West Dover, Vermont, this 20 day of APRIL, 2009.

  
for SNOWMOUNTAIN VILLAGE  
CONDOMINIUM ASSOCIATION

STATE OF VERMONT  
COUNTY OF WINDHAM, ss.

On the 20th day of APRIL, 2009, personally appeared DWIGHT BOEREM, signer of the foregoing 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.

Before me,

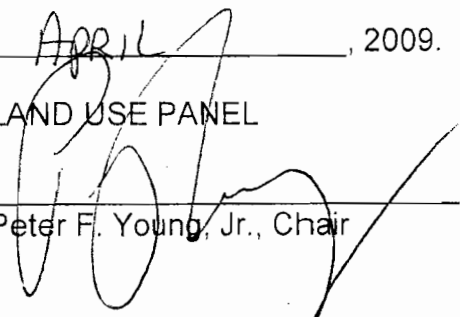
  
Notary Public  
My Commission Expires: 2/10/11

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

Dated in Montpelier, Vermont, this 23rd day of APRIL, 2009.

LAND USE PANEL

By:   
Peter F. Young, Jr., Chair