

STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION

Docket No. _____

LAND USE PANEL of the
NATURAL RESOURCES BOARD,

Petitioner

v.

COUNTRYSIDE LOCK
& ALARMS, INC,
MICHAEL BLAIS, and
MARIA BLAIS

Respondents

ASSURANCE OF DISCONTINUANCE

VIOLATION

- I. Commencement of development without an Act 250 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 Countryside Lock & Alarms, Inc, and Michael and Maria Blais (collectively "Respondents") hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATION

1. Respondents Michael and Maria Blais currently own, and did so own at all times relevant hereto, a 10± acre tract of land located at 495 Old Turnpike Road in the town of Mount Holly, Vermont (the Project tract). The Project tract is described in Book 54, Pages 254-259 of the town of Mount Holly land records.
2. Respondents Michael and Maria Blais own and operate the security and alarm business, Countryside Lock & Alarms, Inc. The business is operated on the Project tract.
3. At least as early as 1999, Respondents Michael and Maria Blais constructed significant improvements on the Project tract to facilitate the growth and operation of their business, Countryside Lock & Alarms, Inc.
4. Respondents failed to apply for or obtain an Act 250 Land Use Permit for the

construction of these commercial improvements on the Project tract.

5. Respondents violated 10 V.S.A. §6081 by commencing development without first obtaining an Act 250 Land Use Permit.

AGREEMENT

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

- A. On or before November 19, 2010, the Respondents shall file an application for a Land Use Permit for the construction and activities noted herein. Respondents shall diligently pursue said application. If Respondents fail to file said permit application by November 19, 2010, or timely file said application and Respondents' permit application is denied by the Commission and said permit denial becomes final, then Respondents shall cease all commercial use of the structure within 60 days of said permit denial becoming final.
- B. The Respondents shall pay the following:
 1. Pursuant to 10 V.S.A Ch 201, a civil penalty in the amount of **Three Thousand One Hundred and Forty-Four Dollars (U.S.) (\$3,144.00)** for the violation noted herein by **check made payable to the "Treasurer, State of Vermont."**
 2. Pursuant to 10 V.S.A. §8010(e)(2), the amount of **Twenty-Nine Dollars (U.S.) (\$29.00)**, to reimburse the Natural Resources Board for the cost of this enforcement action, by **check made payable to the "Treasurer, State of Vermont."**
 3. The amount of **Ten Dollars (U.S.) (\$10.00)**, for the purpose of paying the recording fee for the filing of a notice of this Assurance of Discontinuance in the land records of the municipality where this project is located, by **check made payable to the municipality in question.**

All payments shall be by good check 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

- C. The payments shall be paid in accordance with the following schedule:

-Within **30 days** following the entry of this Assurance as an Order by the Superior Court, Environmental Division the Respondents shall pay the **\$29.00** of costs described in paragraph C(2), **\$1,031.00** of the civil penalty described in paragraph C(1), and the **\$10.00** recording fee described in paragraph C(3).

-Within **60 days** following the entry of this Assurance as an Order by the Superior Court, Environmental Division the Respondents shall pay **\$1,060.00** of the civil penalty described in paragraph C(1).

-Within **90 days** following the entry of this Assurance as an Order by the Superior Court, Environmental Division the Respondents shall pay **\$1,053.00** representing the balance of the civil penalty described in paragraph C(1).

Failure to make a payment in accordance with this schedule shall cause the entire amount of the penalty then remaining to become immediately due and owing.

Late payments may be subject to an annual interest rate of 12%.

- D. Any payment by the Respondents pursuant to this Assurance is made to resolve the violation set forth herein and shall not be considered to be a charitable contribution, business expense, or other deductible expense under the federal or state tax codes. Respondents shall not deduct, nor attempt to deduct, any payments, penalties, contributions or other expenditures required by this Assurance from Respondents' state or federal taxes.
- 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 violation set forth herein above.
- F. 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.
- G. 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.
- H. 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.
- 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 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.

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.

Dated at MT HOLLY
12/7/10, Vermont, this 4 day of OCT, 2010.

COUNTRYSIDE LOCK & ALARMS, INC

By: MICHAEL BLAIS

STATE OF VERMONT
COUNTY OF Rutland, ss.

BE IT REMEMBERED that on the 4th day of October, 2010, personally appeared Michael Blais as the duly authorized agent of COUNTRYSIDE LOCK & ALARMS, INC, 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 the free act and deed of COUNTRYSIDE LOCK & ALARMS, INC and that he/she has the authority to contract on behalf of COUNTRYSIDE LOCK & ALARMS, INC and that he/she has been duly authorized to enter into the foregoing Assurance on behalf of that entity.



Before me,
Susan C. Covalla
Notary Public
My Commission Expires: 2/10/11

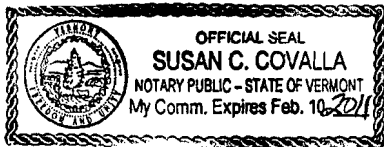
The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted.

Dated at MT Holly, Vermont, this 4 day of OCTOBER, 2010.

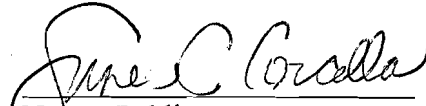

MICHAEL BLAIS

STATE OF VERMONT
COUNTY OF Rutland, ss.

BE IT REMEMBERED that on the 4th day of October, 2010, personally appeared MICHAEL BLAIS, signer of the foregoing 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

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

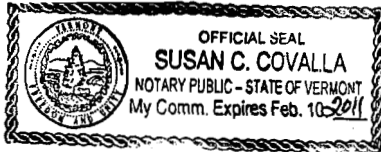
Dated at MT Holly, Vermont, this 4 day of Oct., 2010.


MARIA BLAIS

STATE OF VERMONT
COUNTY OF Rutland, ss.

BE IT REMEMBERED that on the 4th day of October, 2010, personally appeared MARIA BLAIS, signer of the foregoing instrument who is known to me or who satisfactorily established her identity to me and acknowledged the same to be her free act and

deed.



Before me,

Susan C. Covalla
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 8th day of October, 2010.

LAND USE PANEL

By:

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