

STATE OF VERMONT  
ENVIRONMENTAL COURT

FILED

AUG 7 2008

VERMONT  
ENVIRONMENTAL COURT

Vermont Natural Resources Board )  
Land Use Panel, )  
Petitioner, )  
 )  
v. )  
 )  
Reginald Cyr, Reggie C. Cyr, and Cyr Homes, Inc., )  
Respondents. )

Docket # 164-8-08 Vtec

ORDER

The Assurance of Discontinuance signed by the Respondents on July 24, 2008, and filed with the Environmental Court on August 4, 2008, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007(c).

Dated this 7<sup>th</sup> day of August 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.

**REGINALD CYR,  
REGGIE C. CYR,  
CYR HOMES, INC.**

Respondents

**VIOLATIONS**

- I. Commencement of development without an Act 250 Land Use Permit. 10 V.S.A. §6081(a).
- II. Commercial activity 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 Reginald Cyr, Reggie C. Cyr and Cyr Homes, Inc. (collectively Respondents) hereby enter into this Assurance of Discontinuance (Assurance) and stipulate and agree as follows:

**STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS**

1. Respondent Reginald Cyr owns an approximately 16.8-acre parcel of land on the Rest Haven Road in Londonderry, Vermont, described in Book 52, Page 449 of the Town of Londonderry land records (project tract).
2. Respondent Cyr Homes, Inc. maintains an office on the project tract. Cyr Homes, Inc. is a Vermont Corporation involved in the construction and sale of homes. Respondent Reggie C. Cyr is the President, Vice President and Treasurer of Cyr Homes, Inc.

**VIOLATION I**

3. Respondents constructed several commercial "self storage" units between 2000 and

2005 on the project tract.

4. The commencement of construction of these units triggered Act 250 jurisdiction over the project tract and the need for an Act 250 Land Use Permit.
5. Respondents failed to apply for or obtain an Act 250 Land Use Permit prior to the construction of the units.
6. Respondents violated 10 V.S.A. § 6081(a) by commencing development without obtaining an Act 250 Land Use Permit.

## **VIOLATION II**

7. During 2005, Respondents placed fill on the project tract with the intent to store and screen the material for a commercial purpose.
8. Respondents failed to apply for or obtain an Act 250 Land Use Permit prior to commencing this activity on the project tract.
9. Respondents violated 10 V.S.A. 6081(a) by commencing commercial activity on the project tract without obtaining an Act 250 Land Use Permit.
10. On May 1, 2008, the District 2 Environmental Commission (Commission) received Respondents' "as-built" Act 250 Land Use Permit application for the above described development on the project tract, including the unpermitted storage units.

## **AGREEMENT**

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

- A. Respondents shall diligently pursue their Act 250 Land Use Permit application.
- B. If Respondents' permit application is denied by the Commission, and said permit denial becomes final, then Respondents shall remove all unpermitted commercial improvements from the project tract, including but not limited to the storage units as well as any remaining fill, and shall restore the project tract to its condition prior to the commencement of commercial development. Respondents shall remove all unpermitted commercial improvements within sixty (60) days from the date the permit denial becomes final.
- C. Respondents shall pay to the State of Vermont, pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of Seven Thousand Eight Hundred Dollars (\$7,800.00) for the violations noted herein. Respondents shall make minimum monthly payments of Six Hundred and Fifty Dollars (\$650.00) on or before the first of every month beginning

September 1, 2008, and shall have the balance paid in full no later than August 1, 2009. Respondents shall make said payment by check made payable to the "Treasurer, State of Vermont" and shall be forwarded to:

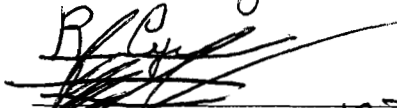

Denise Wheeler, Business Manager  
Land Use Panel of the Natural Resources Board  
National Life Records Center Building  
National Life Drive  
Montpelier, Vermont 05620-3201

- D. Any payment by the Respondents pursuant to this Assurance is made to resolve the violations set forth in this Assurance and shall not be considered to be a charitable contribution or business expense under the federal or state tax codes.
- 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 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 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 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 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.

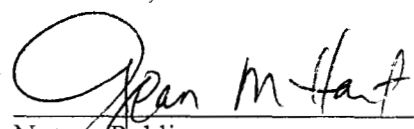
Dated at Londonderry, Vermont, this 24<sup>th</sup> day of July, 2008.

  
REGINALD CYR 

STATE OF VERMONT  
COUNTY OF Windsor, ss.

BE IT REMEMBERED that on the 24<sup>th</sup> day of July, 2008,  
personally appeared ~~Reggie Cyr~~ Reginald Cyr, signer(s) of the foregoing  
instrument who is/are known to me or who satisfactorily established his/her/their identity  
to me and acknowledged the same to be his/her/their free act and deed.

Before me,

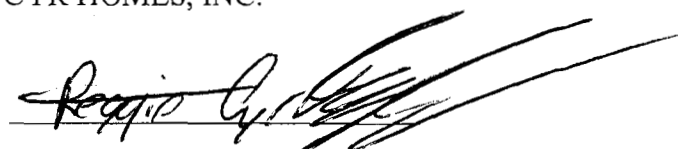
  
Notary Public  
My Commission Expires: 02/10/11

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The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted. Further, I, Reggie Cyr, the undersigned, hereby state under oath that I am President of Cyr Homes, Inc., that I have the authority to contract on behalf of Cyr Homes, Inc., and that I have been duly authorized to enter into the foregoing Assurance of Discontinuance on behalf of that entity.

Dated at Londonderry, Vermont, this 24<sup>th</sup> day of July, 2008.

CYR HOMES, INC.

By: 

Reggie Cyr President  
(Print Name and Title)

STATE OF VERMONT  
COUNTY OF Windsor, ss.

BE IT REMEMBERED that on the 24<sup>th</sup> day of July, 2008,  
personally appeared Reggie Cyr, duly authorized agent of Cyr  
Homes, Inc., 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 Cyr Homes, Inc..

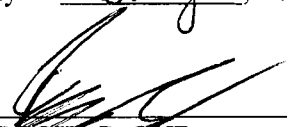
Before me,

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 02/10/11

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


Dated at Landfordery, Vermont, this 24<sup>th</sup> day of July, 2008.

  
\_\_\_\_\_  
REGGIE C. CYR

STATE OF VERMONT  
COUNTY OF Windsor, ss.

BE IT REMEMBERED that on the 24<sup>th</sup> day of July, 2008,  
personally appeared Reggie Cyr, signer(s) of the foregoing  
instrument who is/are known to me or who satisfactorily established his/her/their identity  
to me and acknowledged the same to be his/her/their free act and deed.

Before me,

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 02/10/11

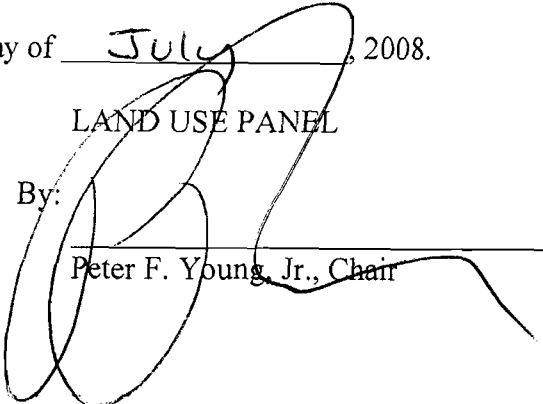
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The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted.

Dated in Montpelier, Vermont, this 3<sup>rd</sup> day of July, 2008.

LAND USE PANEL

By:

  
Peter F. Young, Jr., Chair