

STATE OF VERMONT

**SUPERIOR COURT
ENVIRONMENTAL DIVISION
Docket No.**

Land Use Panel of the
Natural Resources Board,
Petitioner

v.

ASSURANCE OF DISCONTINUANCE

R.E.E. & C. Capital Management
Services, Inc.,
Respondent

VIOLATIONS

1. Failure to comply with Permit Conditions 3 and 4 of Land Use Permit Amendment 8B0590-1, and
2. Failure to obtain a Land Use Permit Amendment pursuant to 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 R.E.E. & C. Capital Management Services, Inc. (Respondent) hereby enter into this Assurance of Discontinuance (Assurance), and stipulate and agree as follows:

STATEMENT OF FACTS AND DESCRIPTION OF VIOLATIONS

1. Land Use Permit 8B0590 and Land Use Permit Amendment 8B0590-1 (Amendment) apply to the lands identified in Book 237, page 21 of the land records of the Town of Manchester, Vermont.
2. On July 14, 2011, the District 8 Commission issued the Amendment to Respondent.
3. The Amendment permitted the Respondent to relocate the Haines house and to convert the building into professional offices.

Assurance of Discontinuance

Land Use Panel, Natural Resources Board v. R.E.E. & C Capital Management Services, Inc.

Page 2 of 5

4. Condition 3 of the Amendment states:

The project shall be completed, operated and maintained in accordance with: (a) the plans and exhibits on file with the District Environmental Commission and (b) the conditions of this permit.

5. Condition 4 of the Amendment states:

No changes shall be made in the design or use of this project without the written approval of the District Coordinator or the Commission, whichever is appropriate under Act 250 rules.

6. The plans and exhibits on file with the District Environmental Commission provide that the Haines house would be relocated to its new location intact, with the structure of the building preserved.

7. The Amendment does not authorize the dismantling of any part of the Haines house for reconstruction at the new location.

8. Respondent dismantled and separated the rear wing of the Haines house from the rest of the house.

9. Although Respondent saved the frame of the rear wing for rebuilding, the historic value of the building has been adversely affected.

10. On April 2, 2013 the District Environmental Commission issued Land Use Permit Amendment 8B0590-2 to cover the changes to the -1 Amendment described above.

11. Prior to obtaining a permit amendment Respondent conducted activity contrary to the plans and exhibits on file with the District Environmental Commission and therefore violated conditions 3 and 4 of the -1 Amendment.

12. Respondent conducted activity constituting a material change to a permitted development without obtaining an amendment to a permit in violation of Act 250 Rule 34(A).

AGREEMENT

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

A. Respondent shall comply with Permit series 8B0590.

Assurance of Discontinuance

Land Use Panel, Natural Resources Board v. R.E.E. & C Capital Management Services, Inc.

Page 3 of 5

- B. No later than 30 days following the entry of this Assurance as an Order by the Superior Court, Environmental Division, the Respondent shall pay the following:
1. Pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of **Six Thousand Dollars and Zero Cents (\$6,000.00) (U.S.)**, by good check made payable to the "Treasurer, State of Vermont."
 2. Pursuant to 10 V.S.A. §8010(e)(2), the amount of **One Hundred Sixty Dollars and Eighty-eight Cents (\$160.88) (U.S.)** to reimburse the Division of Historic Preservation for their costs of this enforcement action by good check made payable to the "Vermont Division of Historic Preservation."
 3. The amount of **Ten Dollars and Zero Cents (\$10.00) (U.S.)**, for the purpose of paying the recording fee for the filing of a notice of this Assurance in the Manchester land records, by good check made payable to the "Town of Manchester, Vermont".
- C. No later than 30 days following the entry of this Assurance as an Order by the Superior Court, Environmental Division, the Respondent shall sign and send to the Panel, an Acceptance of Service, on a form approved by the Panel, showing that the Respondent has actual notice of the Order and Assurance.
- D. All payments and documents required by this Assurance shall be 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
- E. The Respondent shall not deduct, nor attempt to deduct, any payment made to the State pursuant to this Assurance from Respondent's reported income for tax purposes or attempt to obtain any other tax benefit from such payment.
- F. 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 violations set forth herein.
- G. Nothing in this Assurance shall be construed as having relieved, modified, waived or otherwise affected the Respondent's continuing obligation to comply with applicable state or local statutes, regulations or directives.
- H. This Assurance shall become effective only after it is signed by all parties and

Assurance of Discontinuance

Land Use Panel, Natural Resources Board v. R.E.E. & C Capital Management Services, Inc.

Page 4 of 5

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.

- I. Pursuant to 10 V.S.A. § 8007(d), the Respondent shall not be liable for additional civil or criminal penalties with respect to the specific facts set forth herein, provided that the Respondent fully complies with this Assurance.
- J. 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.
- K. When this Assurance is entered as a judicial order, violation of any provision of this Assurance shall be deemed to be a violation of a judicial order and may result in the imposition of injunctive relief and/or penalties, including penalties under 10 V.S.A. chapters 201 and/or 211.
- L. This Assurance is subject to the provisions of 10 V.S.A. §§ 8007 and 8020.

SIGNATURES

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

Dated at Manchester, Vermont, this 25th day of June, 2013.

**R.E.E. & C Capital Management
Services, Inc.**

By Bill Drunic
Bill Drunic, Duly Authorized Agent

STATE OF VERMONT
COUNTY OF Barnington, ss.

BE IT REMEMBERED that on the 25th day of June, 2013, personally appeared **Bill Drunic** as the duly authorized agent of **R.E.E. & C Capital Management Services, Inc.** signer and sealer 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 and the free act and deed of **R.E.E. & C Capital Management Services, Inc.** and that he has the authority to contract on behalf of **R.E.E. & C Capital Management Services, Inc.** and that he has been duly authorized to enter into the foregoing Assurance on behalf of that entity.

Before me,

Christie R. Scott
Notary Public
My Commission Expires:

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

Dated in Montpelier, Vermont, this 1st day of August, 2013.

LAND USE PANEL

By: Ronald A. Shems
Ronald A. Shems, Chair