

STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION
Docket No. 110-9-16 Vtec

Town of Colchester,
Plaintiff,

v.

David Vaillancourt and Heidi Vaillancourt,
Defendants.

JUDGMENT ORDER

This municipal enforcement action comes before the Court on the Town of Colchester's ("the Town") post-judgment Motion to Reopen and Enforce Settlement Agreement against David and Heidi Vaillancourt ("Respondents").

On August 23, 2016 the Town issued a notice of violation ("NOV") alleging that Respondents violated various zoning provisions by operating an automotive service and repair business at their residence in Colchester. Respondents did not appeal the NOV. On September 14, 2016, the Town initiated this action to enforce the NOV. On February 17, 2017, the Town and Respondents entered into a settlement agreement and the Court dismissed the action on the Town's motion.

The post-judgment motion now before us alleges that Respondents violated the settlement agreement and asks the Court to reopen the matter and enforce the agreement by ordering Respondents to pay a \$4,000 fine called for in the settlement for violating the agreement, enforcing all other provisions of the agreement, issuing an injunction against further use of the property as a commercial car repair facility, and granting the Town other costs and fines for Respondents' violation of the zoning agreement and costs for enforcement.

The Court held an in-person hearing on the motion on March 19, 2018 at the Costello Courthouse in Burlington. Respondent David Vaillancourt represented himself,¹ and the Town was represented by Claudine C. Safar, Esq. and Christian S. Chorba, Esq. The parties presented evidence through the testimony of Amanda Pitts, Zoning Administrator for the Town of Milton,

¹ Mr. Vaillancourt informed the Court that his wife Heidi Vaillancourt was unable to appear because she had to take her dog to the veterinarian.

Lisa Riddle, Colchester Zoning Administrator, Derek Shepherdson, Colchester Building Inspector, and David Vaillancourt.

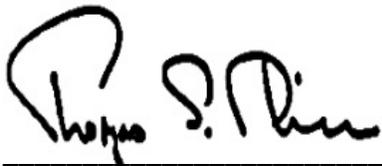
At the hearing, Respondent appeared to challenge the validity or enforceability of the settlement agreement, and disputed the Town's allegation that the agreement had been violated.

Based on the evidence presented, we concluded on the record that the agreement is both valid and enforceable. We then turned to whether Respondents violated the agreement. Noting that the parties had presented conflicting evidence on this point, we concluded, based on the credible evidence presented, that Respondents had violated the settlement agreement. We therefore rendered judgment in favor of the Town and ordered Respondents to pay the Town \$4,000, as called for in the settlement agreement. We noted that while the Town had requested additional attorneys' fees associated with the costs of this enforcement action, no evidence was offered to quantify those fees. We therefore declined to award the Town more than the \$4,000 fine. In these respects, the Town's post-judgment motion is **GRANTED**.

ORDER

1. Respondents shall pay \$4,000 to the Town within thirty (30) days of the date of this Judgment Order.
2. Respondents are enjoined from further use of the property as a commercial car repair facility and shall not use their residential property for the commercial repair, procurement, sales or inspection of any automobiles owned or controlled by someone other than Respondents.

Electronically signed on March 20, 2018 at Newfane, Vermont, pursuant to V.R.E.F. 7(d).



Thomas S. Durkin, Superior Judge
Environmental Division