

**Document Title: Sworn Statement of Richard A. Martin concerning fraud case against Steve Radonis of Mountain Lake Builders of Plymouth, Vermont**

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In July 2015, a contract was executed between Richard Martin and Steve Radonis of Mountain Lake Builders. This was documented in Radonis' continued emails about getting the project. In an email dated 10 June 2015, Radonis stated he was interested in taking on the project and wanted to meet to go over terms and scope.

The contract was to remove an existing structure at 2663 Lynds Hill Road, Plymouth, VT and re-build a new structure.

Radonis was given a hard budget of \$65,000.00 and agreed to have the new structure weather tight by winter 2015/2016, i.e. 21 December 2015.

During the negotiations for the scope of work, In July 2015, I had multiple conversations by telephone, in person at the property and by email with Radonis concerning the budget and the schedule.

The budget was not to exceed the amount of \$65,000.00.

Schedule was to have new structure weather tight by winter 2015/2016.

In an email to Radonis on 15 July 2015, Radonis stated he could have the new structure weather tight by start of winter 2015/2016, that the budget of \$65000 was agreeable. Radonis stated then that a third level addition would not affect the cost too much since it was the site work and concrete that would be the bulk of the cost.

In July 2015 I spoke with Radonis at some length by telephone on the budget and Radonis agreed he could complete the project for this amount. In addition, I asked if we should amend the contract to reflect the budget, and Radonis stated that a verbal agreement is just as binding as a written one in Vermont.

During the same month of July 2015, I asked Radonis if he could complete the structure on a budget of \$65,000.00. He repeatedly stated that yes he would be able to perform the work at the agreed upon budget. I met with Radonis at the property in July 21015, had conversations with him on the phone and also exchanged emails on the budget. These conversations occurred in the month of July 2015, August 2015 and then continuously throughout the project.

Another critical project timeline was to have the roof on the new structure before the winter of 2015/2016.

I recall specific conversations with Radonis in July 2015, August 2015, September 2015, October 2015 and November 2015 concerning this timeline. These were done by email, in person at the property and by telephone conversations. I wanted to ensure that communication was documented and to keep Radonis on budget and on schedule.

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Throughout these conversations, I made myself readily available to Radonis by telephone, text messaging, email and if necessary, in person.

I was repeatedly assured by Radonis during all these discussions (July 2015, August 2015, September 2015, October 2015 and November 2015) that Radonis would have the roof on the new structure before the first snowfall of 2015.

In July 2015, I told Radonis that if he was unable to schedule his work such that the new structure was weather tight by winter 2015, we could wait until the following spring to start the work. We were in no hurry to start the project if the new structure was going to be left open during the winter.

Radonis communicated to me several times (July 2015 in person at the property, August 2015 at the property, September 2015 at the property and on the telephone, October 2015 at the property and on the telephone, November 2015 at the property and December 2015 at the property) that he would have the roof on the new structure and the new structure would be weather tight before winter 2015.

I asked Radonis in person during a site visit in September 2015 that we need to have the roof on before the holidays as we were expecting guests. If he could not get the roof on and the building weather tight, then we could wait until the following year to start. I told Radonis I did not want a gaping hole in the driveway. I reminded Radonis that we had cleared out all of our belongings from the previous structure in order to accommodate his schedule. These belongings were all now in the existing house and we were quite cramped for space. Radonis assured me several times during the conversation that he was on schedule and would have the building set in time for the holidays. Over the course of several months, he bragged several times that he was up on his roof during snowfall put a new roof on so he was able to perform this work with no issues. Vermont had one of the mildest winters on record, so Radonis kept stating (July 2015 – December 2015) that he could have the new roof on.

Several conversations took place at the property (July 2015), by telephone and by email concerning the start of the project.

Radonis had secured a large deposit from me, and still had not started the work.

In an email dated 24 August 2015, Radonis communicated that he had finally started the project. Radonis had a substantial deposit for over a month and had not started the project. I had called Radonis in August 2015 about my concerns. He stated in the email that he was at a family event over the weekend but did receive my message about the budget and schedule.

On 3<sup>rd</sup> September 2015, delays started to creep into the project and I started to question the status of the work. I asked again about getting the roof on by December per our previous discussions. Radonis guaranteed that the roof would be on by the holidays. In an email dated 18 September 2015, Radonis communicated he started work again as his truck was in the shop.

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During the month of October 2015, I had multiple conversations with Radonis by email, by telephone and in person concerning the budget and the schedule. Radonis assured me on every occasion that not only would he be able to complete the scope of the project with a budget of \$65000, but that the new structure would be done by winter 2015.

In November 2015, I had multiple conversations with Radonis by email and telephone and text messaging on the schedule and the budget. On 1<sup>st</sup> November 2015, Radonis sent an email on cost overruns during site work which were not communicated to me until I asked about the progress. Radonis made decisions on the site work without consulting me and it was only after I was billed for the work did he tell me about the cost overruns.

By telephone and in person in November 2015, I asked for specifics on the budget. I asked by telephone for a copy of all invoices from subcontractors and LaValleys Hardware. Radonis stated that he would send them to me. Radonis again reiterated that he would be on budget and stay on schedule, i.e., have roof on new structure before winter 2015/2016.

I called Radonis and spoke to him about the roof as we were into November and he had not started framing. In November 2015, Radonis told me by phone and in person that this would not be a problem.

In December 2015, my concerns over the schedule and budget were not being addressed. I sent an email dated 15 December to Radonis on the guarantee he had made to stay at a budget of \$65000 and the new roof being on by winter 2015/2016 and wanted an explanation on how we were going to move forward with the project given that Radonis was not meeting his contractual obligations made at the start of the project in July 2015. I received a threatening email where he made threats to start charging us even more money. Radonis threatened to make changes to the contract without my approval by stating the following in email dated 08 December 2015: *We would supply any and all tools / compressors/ nail guns/ transit/ table saws/ bevel miter saw/ all drills and bits / all miscellaneous materials no matter how small/ Ladders/ skill saws / staging/ extension cords/ workmen's comp / auto/ all Tax Liabilities/ Fuel for truck/ I will charge you a fee for limited use of my equipment. \$ 120.00 per day/All Blades drill bits etc will be additionally charged/Time will be billed from the time we leave the shop until the time we return to the shop/ All mileage \$1.00 per mile plus Hourly labor for driving.*

I told Radonis by telephone in December 2015, and again in person in December 2015 that he could not threaten to charge me for liability insurance or workman's comp as those were his legal obligations to do so. He never explained his failure guarantee to get the roof on by winter 2015 or get me the invoices I had requested.

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At this time, Radonis started to lag on the job, did not work for several days over the course of the next few months, and his inactions started to cause substantial damage to the new structure.

Over the course of the next several months, January 2016-April 2016, the work slowed Radonis kept billing us for work and refused to supply the invoices so I could verify that the amount we were being billed for was accurate and true. Several times we were billed for work and he was not at the property.

On February 20, 2016, I was at the house expecting Radonis to be working. He was a no show. During that time, there was a major leak in the existing house. Radonis still did not have the structure weather tight and as a result water was coming down the side of the house and into the living room. I sent Radonis a text and arrived at the house several hours later. I told him that this was his entire fault, that he did not comply with the contract and now we had to replace the ceiling, the floor and the ceiling on the lower level because of his mistakes. Radonis stated that he did not put flashing on the existing house and that resulted in all of the water damage. Radonis said he pay for all of the damage. I showed Radonis all of the work I had to do to stop the leak (approximately 8 hours). Radonis offered no compensation or explanation as to how he was going to fix the damage he had caused.

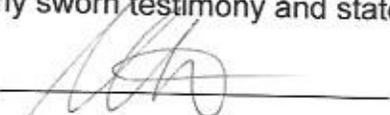
I then took Radonis down to the garage and showed him all of the damage to the new garage floor. Because he did not get the roof on in time, water was continuously leaking from the upper floors down to the garage and freezing. As a result, the whole floor was pitted and flaking apart. He again said it was his fault, he did not get the roof on in time for the winter and that he would pay for the replacement of the garage floor out of his own funds. I told him he would be doing exactly that.

During February, March and April 2016, through emails, face to face conversations and telephone conversations, I had multiple discussions with Radonis on the budget overruns and schedule delays.

On 8 Aril 2016, Radonis sent an email stating he had walked away from the job stating my demands to install windows and doors and my refusal to send him money ahead of time to order roofing materials. In fact, I have never demanded that Radonis install the windows and doors at a specific time. I did ask Radonis several times WHEN he was going to install the windows and doors as they had been sitting in the garage for three months and were getting damaged due to the fact that Radonis had not put the roof on by the date defined in the contract and through several months of communication by email, telephone and in person. In an email dated in April 2016, I had asked for a detailed list of materials and costs for the roofing materials. Radonis refused to send this to me. According to the contract, we were to be billed AFTER he had performed the work and AFTER he had ordered the materials. Radonis was attempting to violate the contract by demanding we pay him up front for materials that had not yet been ordered.

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This is my sworn testimony and statement.

Signed: 

Date: 21 June 2016

Richard Martin

9 Ashland Street  
Dorchester, MA 02122  
857-544-6415

Property where work was performed is located at:

2663 Lynds Hill Road  
Plymouth, VT 05056

