

STATE OF VERMONT

SUPERIOR COURT  
RUTLAND UNIT

CIVIL DIVISION  
DOCKET NUMBER 470-8-14 Rcdv

State of Vermont, Plaintiff

v.

John M. Ruggiero  
Second City LLC, Second City Properties LLC,  
6 Hopkins LLC, 10 Cleveland LLC,  
16 Meadow LLC, 32 Merchants LLC  
35 Elm LLC, 38 Elm LLC, 48 Strongs LLC  
49 Forest LLC, 54 Cherry LLC, 61 School LLC  
65 School LLC, 70 Grove LLC, 75 Harrison LLC  
76 Grove LLC, 79 School LLC, 84 Woodstock LLC  
114 Strongs LLC, 212 Columbian LLC  
222 Stratton LLC

FILED  
OCT 05 2017  
VERMONT SUPERIOR COURT  
RUTLAND

**JUDGMENT ORDER**

This matter came before the Court for a hearing on damages on September 25, 2017 based on the claims made in the Complaint by the State of Vermont (Plaintiff) in this matter. Plaintiff was present represented by Assistant Attorney General Justin Kolber, Esq. Defendant Ruggiero was present pro se, for himself individually, and on behalf of each of the Corporate Defendants as Member-Manager of each Corporate Defendant. Liability in this matter has been determined pursuant to the Summary Judgment Order of the Court dated April 22, 2016. The findings, conclusions and order of the Summary Judgment Order are included herein and made a part of this Judgment Order as if fully rewritten herein and made a part hereof.

Based upon the evidence presented at the final hearing on damages and the findings, conclusions and order of the Summary Judgment Order the Court finds damages as follows:

1. **Remedial Damages.** Remedial damages pursuant to 10 VSA 6615(a) in favor of the Plaintiff in the amount of \$535,679.00. The remedial damages are reasonable and necessary pursuant to 10 VSA 6615(a). Defendant 84 Woodstock LLC and Defendant Ruggiero, individually, are jointly and severally liable for the remedial damages of \$535,679.00. The remedial damages awarded herein are inclusive of the treble damages awarded in Paragraph 3 below, and are not in any way to be construed or interpreted to be or mean in addition to the treble damages awarded herein.
2. **Future Monitoring Costs.** Future monitoring costs in favor of the Plaintiff not to exceed \$15,000.00 per year commencing 2017 and payable in Paragraph 2(a)-(b) below. Defendant 84 Woodstock LLC and Defendant Ruggiero shall be jointly and severally liable for the future monitoring costs found to be due in this Paragraph 2. The future Monitoring costs shall be due and payable as follows:
  - a. **Years 2017 through 2022 inclusive:** \$75,000 in future monitoring costs paid within 30 days of execution of this Order for the years 2017 through and including 2022. Said amount shall be paid to the Agency of Natural Resources ("ANR"). ANR shall establish a settlement account into which said \$75,000 monitoring costs shall be deposited and from which ANR shall pay the invoices for such annual monitoring as such invoices become due. The amount of future monitoring costs is capped at no more than \$15,000 per year plus the Consumer

Price Index (CPI). CPI shall be calculated by taking the difference between the CPI for the previous year and the CPI in the year in which the invoice is presented. CPI shall be the CPI for all indexes. Any amounts remaining after payment of the annual invoices shall be carried over to the following years and after payment of the invoices for the year 2022. Any excess amount remaining after 2022 shall either be credited towards the amounts due in Paragraph 1 or carried forward to 2023 and thereafter if continued monitoring is required as provided in Paragraph 2(b).

(b) **Future monitoring costs after 2022.** In 2022, ANR shall review its determination of future monitoring and give notice of its decision to Defendant Ruggiero in writing. Such notice shall be sufficient notice to Defendant 84 Woodstock LLC. If ANR determines that future monitoring is needed, then any monies left over from the settlement account shall be credited to future monitoring. After 2022, if ANR determines to continue future monitoring of the Site, Defendant 84 Woodstock LLC and Defendant Ruggiero shall remain jointly and severally liable for future monitoring costs not to exceed \$15,000 plus CPI as provided herein annually for future monitoring costs. Any annual monitoring costs after 2022, shall be payable by Defendant 84 Woodstock LLC and/or Defendant Ruggiero to ANR within 60 days of presentation of the invoices for such cost.

(c) Future monitoring costs shall terminate on the earlier of 2045 or the year in which ANR determines to cease future monitoring of the site.

3. **Treble Damages.** Treble damages in favor of Plaintiff in the amount of \$1,607,037.00 pursuant to 10 VSA 6615(b). Defendant Ruggiero, individually, and each Corporate Defendant shall be jointly and severally liable for the treble damages

awarded herein. Defendant 84 Woodstock LLC is not liable for treble damages awarded in this paragraph 3. The treble damages herein are inclusive of the remedial damages awarded in Paragraph 1 above and are not to be construed or interpreted in any way to be in addition to the remedial damages provided in Paragraph 1.


4. **Prejudgment Interest.** Prejudgment interest in favor of Plaintiff in the amount of \$180,443.00. Defendant 84 Woodstock LLC and Defendant Ruggiero are jointly and severally liable for prejudgment interest awarded herein.

5. **Costs.** Costs in favor of Plaintiff in the amount of \$555.00. All Defendants are jointly and severally liable for the costs awarded hereunder.

Dated at Rutland, Vermont on this 5<sup>th</sup> day of October, 2017.

  
Superior Court Judge

**APPROVED AS TO FORM:**

 10/14/17  
Justin Kolber, Assistant Attorney General, for Plaintiff State of Vermont

  
John M. Ruggiero, individually and as agent for each Corporate Defendant