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FILE NO. 44526.54

March 8, 2001

VIA FAX AND FEDERAL EXPRESS

Barbara O'Toole, Enforcement Coordinator
U.S. Environmental Protection Agency, New England Region
Office of Site Remediation & Restoration
1 Congress Street (HBS)
Boston, MA 02114-2023

Request for Information Pursuant to Section 104 of CERCLA and Section 3007 of RCRA, for Scovill Industrial Landfill Superfund Site, Waterbury, Connecticut

Dear Ms. O'Toole:

This firm represents Saltire Industrial, Inc. ("Saltire") and Scovill Fasteners, Inc. ("Scovill Fasteners"). This letter forwards material responsive to your January 4, 2001 requests for information to Scovill Fasteners and Saltire.

By overnight delivery, we are forwarding a number of documents. Segregated in an enclosed envelope are materials designated confidential pursuant to 40 CFR Part 2, Subpart B. In addition to segregating them, we have stamped each page of these documents with a "confidential" stamp. These documents include internal corporate transactional documents as well as unaudited financial documents of Saltire. We anticipate receiving audited financial information in the spring and will forward those upon receipt. We are in the process of gathering additional financial information requested and will supplement this response.

Included among the documents enclosed by overnight delivery are several documents generated during ongoing litigation over a portion of the Site, including deposition transcripts, affidavits, a corporate organizational chart, and summary judgment briefs (without attachments) submitted by Saltire and Scovill Fasteners in that litigation.

As indicated in the enclosed responses, in addition to the documents enclosed, we continue to review company records for other documents and information responsive to the requests for information. Again, we will supplement these responses with any additional responsive information we locate.

HUNTON & WILLIAMS

I look forward to working with you on this matter. If you have any questions or require any additional information, please feel free to contact me.

Yours truly,

Charles A. Perry / BFJ

Charles A. Perry

CAP:sm
Enclosures

Response of Scovill Fasteners, Inc. to EPA's Jan. 4, 2001 Request for Information

1. Information Request Questions

The full legal name and mailing address of the Respondent is:

Scovill Fasteners, Inc.
Box 44
Highway 385 South, 441 Business
Clarkesville, GA 30523
706-754-4181

The answers herein were provided by Troy Jones, Project Engineer at Scovill Fasteners at the address and telephone number above, with assistance from counsel and upon review of documents as described more fully below. Mr. Jones can be contacted through the counsel designated below.

Respondent designates the following to receive all future correspondence concerning this Site:

Charles A. Perry, Esq.
Hunton & Williams
Bank of America Plaza - Suite 4100
600 Peachtree Street, N.E.
Atlanta, GA 30308-2216
(404) 888-4000
Fax: (404) 888-4190

Respondent does not believe it has received a request for information from EPA for any other sites in New England.

2. Respondent's Legal and Financial Status

Through various changes in corporate structure, Scovill Manufacturing Company now has become Saltire Industrial, Inc. and the former Scovill Apparel Fasteners division of Scovill Manufacturing has become Scovill Fasteners, Inc., a separately owned corporation. Although predecessor entities operated as early as 1802, Scovill Manufacturing Company was chartered as a corporation formally in 1881. On April 17, 1979, Scovill Manufacturing Company filed an amendment to its certificate of incorporation, changing its name to Scovill, Inc. ("Scovill-Connecticut"), effective on July 6, 1979.

Beginning in early 1985, a corporate restructuring began, which ultimately resulted in Scovill and each of its six operating divisions breaking into separate Delaware corporations. This process began with the Delaware incorporation of several acquisition

corporations into which the assets and operations of the former Scovill Manufacturing Company would be transferred. On January 3, 1985, SCV Acquisition Corp. was incorporated in Delaware and, on January 7, 1985, filed a certificate of correction changing its name to SVL Acquisition Corp. On May 20, 1985, SVL Acquisition Corp. changed its name to Scovill, Inc. ("Scovill-Delaware"). Similarly, on January 10, 1985, AF Acquisition Corp. was incorporated in Delaware and, on May 5, 1985, changed its name to Scovill Apparel Fasteners, Inc. The name was changed to Scovill Fasteners, Inc. on August 9, 1987.

By an October 28, 1985 Transfer Agreement between Scovill-Connecticut and Scovill-Delaware, Scovill-Connecticut agreed to liquidate its business. Under the Transfer Agreement, Scovill-Connecticut would "spin-off" into separate corporate entities six of the operating divisions of the former Scovill Manufacturing Company, including the Scovill Apparel Fasteners division. All other assets of Scovill-Connecticut would be distributed to Scovill-Delaware. At the same time, Scovill-Delaware agreed to assume all liabilities of Scovill-Connecticut not transferred to other entities and agreed to indemnify, hold harmless, and defend those other entities against any liabilities or claims not assumed by those entities. Through a September 25, 1995 Stock Purchase Agreement, Saltire sold Scovill Fasteners, Inc. Although Saltire and Scovill Fasteners now are separately owned, due to the indemnification obligations of Saltire resulting from the Transfer Agreement and the 1995 Stock Purchase Agreement, any liability of Scovill Fasteners alleged in the present litigation lies with Saltire.

On December 29, 1986, by resolution of the Board of Directors, Scovill-Connecticut merged into Scovill-Delaware. By an October 10, 1994 resolution of its sole stockholder, Scovill-Delaware amended to its certificate of incorporation on November 15, 1994, changing its name to Saltire Industrial, Inc. Therefore, today Saltire is the corporate successor to the former Scovill Manufacturing Company and is responsible for any relevant liabilities of the original Scovill Apparel Fasteners division of the Scovill Manufacturing Company.

3. Site Ownership/Operations

Respondent does not own and has never owned property within or immediately surrounding the site. As detailed above, Respondent is the successor to an operating division of Scovill Manufacturing and did not exist as a separately incorporated legal entity until approximately 1985 when the six operating divisions of Scovill Manufacturing were spun-off into separate corporations.

4. Operations

Respondent has never conducted operations at the site. As detailed above, Respondent is the successor to an operating division of Scovill Manufacturing and did not exist as a separately incorporated legal entity until approximately 1985 when the six operating divisions of Scovill Manufacturing were spun-off into separate corporations.

The present owner of approximately 7.9 acres of the site, Joseph Calabrese Sr., initiated litigation over that parcel in August 1998, captioned Calabrese v. McHugh et al., Civil Action No. 398 CV 01603 (D. Conn.). Defendants in that action are Raymond F. McHugh, Jr., as executor of the estate of Raymond McHugh, Scovill Fasteners, Inc., and Saltire Industrial, Inc. The action remains pending.

5. Site Characteristics and Site Incidents

Respondent has not conducted an evaluation of the present or historical site characteristics of the entire site. Respondent provides copies of expert reports, site documents, and aerial photographs acquired during the Calabrese litigation. Respondent also provides copies of documents relating to activities undertaken to discover and address alleged releases of hazardous substances at the site.

6. Environmental Reporting and Inspections by Government Officials

Respondent does not believe that it has any information responsive to these requests.

7. Information About Others

All information of which Respondent is aware that is responsive to these requests has been provided.

8. Compliance with This Request

As detailed above, Respondent is the successor to an operating division of Scovill Manufacturing and did not exist as a separately incorporated legal entity until approximately 1985 when the six operating divisions of Scovill Manufacturing were spun-off into separate corporations. As also detailed above, Saltire Industrial, Inc. is the corporate successor to Scovill Manufacturing. Respondent believes that it was made a party to the Calabrese litigation solely because it retains the Scovill name. Respondent does not have any records from the former Scovill Manufacturing and believes that, to the extent such records exist, they are in the possession of Saltire. Respondent answers these requests based in large part on information and documents produced by Saltire in the Calabrese litigation.

DECLARATION

I declare under penalty of perjury that I am authorized to respond on behalf of Scovill Fastners, Inc. and that the foregoing is complete, true, and correct to the best of my knowledge, although certain of the matters are not within my personal knowledge but have been assembled by authorized employees and counsel.

Executed on March 8, 2001.

Troy Jones
Project Engineer, Scovill Fasteners, Inc.

Response of Saltire Industrial, Inc. to EPA's Jan. 4, 2001 Request for Information

1. Information Request Questions

The full legal name and mailing address of the Respondent is:

Saltire Industrial, Inc.
800 Third Avenue, 24th Floor
New York, NY 10022

The answers herein were provided by Nicholas Bauer, Vice-President at Saltire Industrial, with assistance from counsel and upon review of documents as described more fully below. Mr. Bauer's business address is 12030 Sunrise Valley Drive, Suite 300, Reston, VA 20191, his telephone number is (703) 391-7702, and his facsimile number is (703) 391-7703; however, Mr. Bauer can be contacted through the counsel designated below.

Respondent designates the following to receive all future correspondence concerning this Site:

Charles A. Perry, Esq.
Hunton & Williams
Bank of America Plaza - Suite 4100
600 Peachtree Street, N.E.
Atlanta, GA 30308-2216
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Respondent still is assembling the information requested in subpart d and will supply this information by supplemental response.

2. Respondent's Legal and Financial Status

Respondent still is assembling the information requested in subparts a through f and will supply this information by supplemental response.

Through various changes in corporate structure, Scovill Manufacturing Company now has become Saltire Industrial, Inc. and the former Scovill Apparel Fasteners division of Scovill Manufacturing has become Scovill Fasteners, Inc., a separately owned corporation. Although predecessor entities operated as early as 1802, Scovill Manufacturing Company was chartered as a corporation formally in 1881. On April 17, 1979, Scovill Manufacturing Company filed an amendment to its certificate of incorporation, changing its name to Scovill, Inc. ("Scovill-Connecticut"), effective on July 6, 1979.

Beginning in early 1985, a corporate restructuring began, which ultimately resulted in Scovill and each of its six operating divisions breaking into separate Delaware corporations. This process began with the Delaware incorporation of several acquisition corporations into which the assets and operations of the former Scovill Manufacturing Company would be transferred. For example, on January 3, 1985, SCV Acquisition Corp. was incorporated in Delaware and, on January 7, 1985, filed a certificate of correction changing its name to SVL Acquisition Corp. On May 20, 1985, SVL Acquisition Corp. changed its name to Scovill, Inc. ("Scovill-Delaware"). Similarly, on January 10, 1985, AF Acquisition Corp. was incorporated in Delaware and, on May 5, 1985, changed its name to Scovill Apparel Fasteners, Inc. The name was changed to Scovill Fasteners, Inc. on August 9, 1987.

By an October 28, 1985 Transfer Agreement between Scovill-Connecticut and Scovill-Delaware, Scovill-Connecticut agreed to liquidate its business. Under the Transfer Agreement, Scovill-Connecticut would "spin-off" into separate corporate entities six of the operating divisions of the former Scovill Manufacturing Company, including the Scovill Apparel Fasteners division. All other assets of Scovill-Connecticut would be distributed to Scovill-Delaware. At the same time, Scovill-Delaware agreed to assume all liabilities of Scovill-Connecticut not transferred to other entities and agreed to indemnify, hold harmless, and defend those other entities against any liabilities or claims not assumed by those entities. Through a September 25, 1995 Stock Purchase Agreement, Saltire sold Scovill Fasteners, Inc. Although Saltire and Scovill Fasteners now are separately owned, due to the indemnification obligations of Saltire resulting from the Transfer Agreement and the 1995 Stock Purchase Agreement, any liability of Scovill Fasteners alleged in the present litigation lies with Saltire.

On December 29, 1986, by resolution of the Board of Directors, Scovill-Connecticut merged into Scovill-Delaware. By an October 10, 1994 resolution of its sole stockholder, Scovill-Delaware amended to its certificate of incorporation on November 15, 1994, changing its name to Saltire Industrial, Inc. Therefore, today Saltire is the corporate successor to the former Scovill Manufacturing Company and is responsible for any relevant liabilities of the original Scovill Apparel Fasteners division of the Scovill Manufacturing Company.

Over time, Scovill Manufacturing owned a number of insurance policies that might have covered liabilities incurred in connection with the site. However, Respondent does not believe that any of those policies presently would cover such liabilities. In approximately 1993, Scovill, Inc., successor to Scovill Manufacturing and predecessor to Saltire, initiated insurance coverage litigation, Scovill, Inc. v. Liberty Mut. Ins. Co., et al., Docket No. L-12355-93, Superior Court of New Jersey, Law Division, Middlesex County, against its insurers over all potentially insured sites. Settlement agreements reached with those insurers extinguished any liability they might have had under any applicable insurance policies.

3. Site Ownership/Operations

Respondent presently does not own any property within or immediately surrounding the site, which has been subdivided and now is, and for many years has been, owned by numerous individuals and entities. Present and historical ownership information for the site should be recorded and available at the New Haven County courthouse.

The present owner of approximately 7.9 acres of the site, Joseph Calabrese Sr., initiated litigation against several defendants, including Respondent, in August 1998, captioned Calabrese v. McHugh et al., Civil Action No. 398 CV 01603 (D. Conn.). With regard to the approximately 7.9 acre parcel that is the subject of the Calabrese litigation, Respondent can provide the following information: On July 5, 1972, Scovill Manufacturing conveyed an approximately 7.9 acre parcel of the site to Scovill Foundation, Inc. (Connecticut Deed of Records, Vol. 1046, pages 150-152.) Also on July 5, 1972, Scovill Foundation conveyed the same parcel to Raymond McHugh. (Connecticut Deed of Records, Vol. 1046, pages 284-286.) By two quitclaim deeds, dated April 11, 1973 and August 30, 1973, McHugh conveyed a one-half interest in the parcel to Calabrese. (Deeds, Vol. 1088, page 258-259 and Vol. 1111, page 113-114.) On January 31, 1986, by warranty deed, McHugh conveyed the remaining half interest in the parcel to Calabrese. (Connecticut Deed of Records, Vol. 1853, pages 150-153.) To Respondent's knowledge, Calabrese remains the sole owner of that approximately 7.9 acre parcel. Copies of the referenced deeds are provided.

Respondent presently is searching its records for additional documents and information it may have regarding the disposition of other property within or surrounding the site.

4. Operations

Scovill Manufacturing used the site for landfilling of ash, cinder, and other materials during a period of time prior to 1974. To the best of respondent's knowledge, all such disposal was performed by employees of Scovill Manufacturing and not by contractors. Respondent is not aware of any contemporaneous documentation of activities at the site and believes the best source of information regarding activities there is the recollections of former employees. In connection with the Calabrese litigation referenced above, Respondent identified a number of former employees who might have knowledge regarding Scovill Manufacturing's involvement at the site, which ended in approximately 1974. These former employees include Robert C. Weber, Conrad Sansoucie, and John W. Caldwell. Copies of the deposition testimony of these individuals are provided.

As discussed above, the current owner of approximately 7.9 acres of the site, Joseph Calabrese Sr., initiated litigation over that parcel in August 1998, captioned Calabrese v. McHugh et al., Civil Action No. 398 CV 01603 (D. Conn.). Defendants in

that action are Raymond F. McHugh, Jr., as executor of the estate of Raymond McHugh, Scovill Fasteners, Inc., and Saltire Industrial, Inc. The action remains pending.

5. Site Characteristics and Site Incidents

Respondent has not conducted an evaluation of the present or historical site characteristics of the entire site. Respondent provides copies of expert reports, site documents, and aerial photographs acquired during the Calabrese litigation. Respondent also provides copies of documents relating to activities undertaken to discover and address alleged releases of hazardous substances at the site.

6. Environmental Reporting and Inspections by Government Officials

Respondent does not believe that it has any information responsive to these requests.

7. Information About Others

All information of which Respondent is aware that is responsive to these requests has been provided.

8. Compliance with This Request

In connection with the Calabrese litigation, Respondent performed a comprehensive review of those records still in Respondent's possession and attempted to locate individuals with relevant knowledge. Although this information search also provides the basis for Respondent's responses herein, Respondent is performing a second review of records in its possession to ensure that it fully responds to any areas of inquiry that are not duplicative of areas reviewed for the Calabrese litigation.

Unfortunately, because Scovill Manufacturing's real involvement at the site ceased approximately 25 years ago, many of the individuals who might have knowledge of its operations have died. Former employees with knowledge are Robert C. Weber, Conrad Sansoucie, and John W. Caldwell, all previously identified, as well as Gerald Bousquet, who has provided two affidavits in the Calabrese litigation, copies of which are provided.

Records of Scovill Manufacturing in Respondent's possession are kept in a storage facility in Connecticut. Although some of the documents reviewed may remain in the possession of Respondent's counsel, most have been returned to that storage facility.

DECLARATION

I declare under penalty of perjury that I am authorized to respond on behalf of Saltire Industrial, Inc. and that the foregoing is complete, true, and correct to the best of my knowledge, although certain of the matters are not within my personal knowledge but have been assembled by authorized employees and counsel.

Executed on March 8, 2001.

Nicholas Bauer
Vice-President, Saltire Industrial, Inc.

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CHARLES A. PERRY
DIRECT DIAL: 404 • 888 • 4014
EMAIL: cperry@hunton.com

FILE NO: 44526.54

March 8, 2001

VIA FAX AND FEDERAL EXPRESS

Barbara O'Toole, Enforcement Coordinator
U.S. Environmental Protection Agency, New England Region
Office of Site Remediation & Restoration
1 Congress Street (HBS)
Boston, MA 02114-2023

Request for Information Pursuant to Section 104 of CERCLA and Section 3007 of RCRA, for Scovill Industrial Landfill Superfund Site, Waterbury, Connecticut

Dear Ms. O'Toole:

This firm represents Saltire Industrial, Inc. ("Saltire") and Scovill Fasteners, Inc. ("Scovill Fasteners"). This letter forwards material responsive to your January 4, 2001 requests for information to Scovill Fasteners and Saltire.

By overnight delivery, we are forwarding a number of documents. Segregated in an enclosed envelope are materials designated confidential pursuant to 40 CFR Part 2, Subpart B. In addition to segregating them, we have stamped each page of these documents with a "confidential" stamp. These documents include internal corporate transactional documents as well as unaudited financial documents of Saltire. We anticipate receiving audited financial information in the spring and will forward those upon receipt. We are in the process of gathering additional financial information requested and will supplement this response.

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As indicated in the enclosed responses, in addition to the documents enclosed, we continue to review company records for other documents and information responsive to the requests for information. Again, we will supplement these responses with any additional responsive information we locate.

HUNTON & WILLIAMS

I look forward to working with you on this matter. If you have any questions or require any additional information, please feel free to contact me.

Yours truly,

Charles A. Perry / BFJ

Charles A. Perry

CAP:sm
Enclosures

Response of Scovill Fasteners, Inc. to EPA's Jan. 4, 2001 Request for Information

1. Information Request Questions

The full legal name and mailing address of the Respondent is:

Scovill Fasteners, Inc.
Box 44
Highway 385 South, 441 Business
Clarkesville, GA 30523
706-754-4181

The answers herein were provided by Troy Jones, Project Engineer at Scovill Fasteners at the address and telephone number above, with assistance from counsel and upon review of documents as described more fully below. Mr. Jones can be contacted through the counsel designated below.

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2. Respondent's Legal and Financial Status

Through various changes in corporate structure, Scovill Manufacturing Company now has become Saltire Industrial, Inc. and the former Scovill Apparel Fasteners division of Scovill Manufacturing has become Scovill Fasteners, Inc., a separately owned corporation. Although predecessor entities operated as early as 1802, Scovill Manufacturing Company was chartered as a corporation formally in 1881. On April 17, 1979, Scovill Manufacturing Company filed an amendment to its certificate of incorporation, changing its name to Scovill, Inc. ("Scovill-Connecticut"), effective on July 6, 1979.

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3. Site Ownership/Operations

Respondent does not own and has never owned property within or immediately surrounding the site. As detailed above, Respondent is the successor to an operating division of Scovill Manufacturing and did not exist as a separately incorporated legal entity until approximately 1985 when the six operating divisions of Scovill Manufacturing were spun-off into separate corporations.

4. Operations

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6. Environmental Reporting and Inspections by Government Officials

Respondent does not believe that it has any information responsive to these requests.

7. Information About Others

All information of which Respondent is aware that is responsive to these requests has been provided.

8. Compliance with This Request

As detailed above, Respondent is the successor to an operating division of Scovill Manufacturing and did not exist as a separately incorporated legal entity until approximately 1985 when the six operating divisions of Scovill Manufacturing were spun-off into separate corporations. As also detailed above, Saltire Industrial, Inc. is the corporate successor to Scovill Manufacturing. Respondent believes that it was made a party to the Calabrese litigation solely because it retains the Scovill name. Respondent does not have any records from the former Scovill Manufacturing and believes that, to the extent such records exist, they are in the possession of Saltire. Respondent answers these requests based in large part on information and documents produced by Saltire in the Calabrese litigation.

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I declare under penalty of perjury that I am authorized to respond on behalf of Scovill Fastners, Inc. and that the foregoing is complete, true, and correct to the best of my knowledge, although certain of the matters are not within my personal knowledge but have been assembled by authorized employees and counsel.

Executed on March 8, 2001.

Troy Jones
Project Engineer, Scovill Fasteners, Inc.

Response of Saltire Industrial, Inc. to EPA's Jan. 4, 2001 Request for Information

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The full legal name and mailing address of the Respondent is:

Saltire Industrial, Inc.
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Respondent still is assembling the information requested in subpart d and will supply this information by supplemental response.

2. Respondent's Legal and Financial Status

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3. Site Ownership/Operations

Respondent presently does not own any property within or immediately surrounding the site, which has been subdivided and now is, and for many years has been, owned by numerous individuals and entities. Present and historical ownership information for the site should be recorded and available at the New Haven County courthouse.

The present owner of approximately 7.9 acres of the site, Joseph Calabrese Sr., initiated litigation against several defendants, including Respondent, in August 1998, captioned Calabrese v. McHugh et al., Civil Action No. 398 CV 01603 (D. Conn.). With regard to the approximately 7.9 acre parcel that is the subject of the Calabrese litigation, Respondent can provide the following information: On July 5, 1972, Scovill Manufacturing conveyed an approximately 7.9 acre parcel of the site to Scovill Foundation, Inc. (Connecticut Deed of Records, Vol. 1046, pages 150-152.) Also on July 5, 1972, Scovill Foundation conveyed the same parcel to Raymond McHugh. (Connecticut Deed of Records, Vol. 1046, pages 284-286.) By two quitclaim deeds, dated April 11, 1973 and August 30, 1973, McHugh conveyed a one-half interest in the parcel to Calabrese. (Deeds, Vol. 1088, page 258-259 and Vol. 1111, page 113-114.) On January 31, 1986, by warranty deed, McHugh conveyed the remaining half interest in the parcel to Calabrese. (Connecticut Deed of Records, Vol. 1853, pages 150-153.) To Respondent's knowledge, Calabrese remains the sole owner of that approximately 7.9 acre parcel. Copies of the referenced deeds are provided.

Respondent presently is searching its records for additional documents and information it may have regarding the disposition of other property within or surrounding the site.

4. Operations

Scovill Manufacturing used the site for landfilling of ash, cinder, and other materials during a period of time prior to 1974. To the best of respondent's knowledge, all such disposal was performed by employees of Scovill Manufacturing and not by contractors. Respondent is not aware of any contemporaneous documentation of activities at the site and believes the best source of information regarding activities there is the recollections of former employees. In connection with the Calabrese litigation referenced above, Respondent identified a number of former employees who might have knowledge regarding Scovill Manufacturing's involvement at the site, which ended in approximately 1974. These former employees include Robert C. Weber, Conrad Sansoucie, and John W. Caldwell. Copies of the deposition testimony of these individuals are provided.

As discussed above, the current owner of approximately 7.9 acres of the site, Joseph Calabrese Sr., initiated litigation over that parcel in August 1998, captioned Calabrese v. McHugh et al., Civil Action No. 398 CV 01603 (D. Conn.). Defendants in

that action are Raymond F. McHugh, Jr., as executor of the estate of Raymond McHugh, Scovill Fasteners, Inc., and Saltire Industrial, Inc. The action remains pending.

5. Site Characteristics and Site Incidents

Respondent has not conducted an evaluation of the present or historical site characteristics of the entire site. Respondent provides copies of expert reports, site documents, and aerial photographs acquired during the Calabrese litigation. Respondent also provides copies of documents relating to activities undertaken to discover and address alleged releases of hazardous substances at the site.

6. Environmental Reporting and Inspections by Government Officials

Respondent does not believe that it has any information responsive to these requests.

7. Information About Others

All information of which Respondent is aware that is responsive to these requests has been provided.

8. Compliance with This Request

In connection with the Calabrese litigation, Respondent performed a comprehensive review of those records still in Respondent's possession and attempted to locate individuals with relevant knowledge. Although this information search also provides the basis for Respondent's responses herein, Respondent is performing a second review of records in its possession to ensure that it fully responds to any areas of inquiry that are not duplicative of areas reviewed for the Calabrese litigation.

Unfortunately, because Scovill Manufacturing's real involvement at the site ceased approximately 25 years ago, many of the individuals who might have knowledge of its operations have died. Former employees with knowledge are Robert C. Weber, Conrad Sansoucie, and John W. Caldwell, all previously identified, as well as Gerald Bousquet, who has provided two affidavits in the Calabrese litigation, copies of which are provided.

Records of Scovill Manufacturing in Respondent's possession are kept in a storage facility in Connecticut. Although some of the documents reviewed may remain in the possession of Respondent's counsel, most have been returned to that storage facility.

DECLARATION

I declare under penalty of perjury that I am authorized to respond on behalf of Saltire Industrial, Inc. and that the foregoing is complete, true, and correct to the best of my knowledge, although certain of the matters are not within my personal knowledge but have been assembled by authorized employees and counsel.

Executed on March 8, 2001.

Nicholas Bauer
Vice-President, Saltire Industrial, Inc.

DUPLICATE

FILED

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

JOSEPH CALABRESE, SR.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 398 CV 01603 (GLG)
	)	
RAYMOND F. McHUGH, JR., as Executor for the Estate of Raymond McHugh, SCOVILL FASTENERS, INC., and SALTIRE INDUSTRIAL, INC.,	)	
	)	
Defendants.	)	October 2, 2000

MEMORANDUM OF LAW IN SUPPORT OF
SALTIRE INDUSTRIAL, INC.'S AND SCOVILL FASTENERS, INC.'S
MOTION FOR SUMMARY JUDGMENT

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I. PRELIMINARY STATEMENT

Plaintiff Joseph Calabrese, Sr. ("Calabrese") owns an approximately 7.9 acre parcel of property on Store Avenue in Waterbury, Connecticut ("Store Avenue Property"), having acquired ownership interests in the property in 1973 and 1986. Saltire Industrial, Inc.'s and Scovill Fasteners, Inc.'s Statement of Material Facts As To Which There Is No Genuine Issue To Be Tried ("SMF"), ¶¶ 7, 8. Calabrese alleges that Scovill Fasteners, Inc. ("Scovill Fasteners") and Saltire Industrial, Inc. ("Saltire") are liable for the presence of hazardous substance contamination on the Store Avenue Property and seeks recovery of damages, including all response costs allegedly incurred by Plaintiff as a result of releases of hazardous substances as well as a declaratory judgment regarding costs he may incur in the future. [1]

Saltire and Scovill Fasteners are entitled to summary judgment on all counts because Calabrese is subject to a release agreement found in the record of deeds for the Store Avenue Property that prevents him from bringing any claims against Saltire or Scovill Fasteners for loss or damage as a result of the use of the property by the former Scovill Manufacturing Company. Plaintiff lacks standing to bring any of his claims because all of his causes of action became the property of a liquidating trust created pursuant to his chapter 11 bankruptcy. Plaintiff's CERCLA claims, counts 1, 2, and 11, also fail because plaintiff cannot establish that he has

---

[1] The First Amended Complaint contains claims under thirteen theories, twelve of which are alleged against Scovill and Saltire: 1) cost recovery pursuant to § 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq.; 2) contribution under § 113 of CERCLA; 3) negligence; 4) negligence *per se*; 5) reckless misconduct; 6) Connecticut General Statutes § 22A-452, reimbursement for removal costs; 7) nuisance; 8) Connecticut General Statutes § 22A-16; 9) ultrahazardous activity; 10) common law restitution; 11) declaratory relief under CERCLA; and 12) Equitable indemnity. The Thirteenth Count, Transfer Act violation by McHugh - CGS § 22A-134B, is alleged only against defendant McHugh.

incurred response costs consistent with the National Contingency Plan. In addition, count 1 fails because Plaintiff is a potentially responsible party. Further, Plaintiff's nine state law counts against Saltire and Scovill Fasteners, counts 3, 4, 5, 6, 7, 8, 9, 10, and 12, are barred by the statute of limitations. Most of these state law claims also fail on independent grounds. Finally, all of Plaintiff's claims against Scovill Fasteners fail because there is no evidence or indication that Scovill Fasteners ever disposed of any material on the Store Avenue Property or owned the property at any time, much less when releases of hazardous substances allegedly occurred.

II. FACTS

A. Conveyances of the Store Avenue Property

The Scovill Manufacturing Company ("Scovill Manufacturing") began operations along Mill Street in Waterbury, Connecticut around 1811. SMF ¶ 1. Scovill Manufacturing manufactured primarily brass products, including buttons, belt buckles, clasps, and other small brass and bronze items. SMF ¶ 2. Scovill Manufacturing used a 30-acre parcel of property near Store Avenue in Waterbury for landfilling of ash, cinder, and other materials during a period of time prior to 1974 ("Scovill Landfill"). SMF ¶ 3.

Over time, Scovill Manufacturing sold portions of the Scovill Landfill and, on July 5, 1972, conveyed approximately 7.9 acres of the Scovill Landfill ("Store Avenue Property") to Scovill Foundation, Inc. ("Scovill Foundation"). SMF ¶ 4. On the same day, Scovill Foundation conveyed the Store Avenue Property to Raymond McHugh ("McHugh"). SMF ¶ 5. The deed from Scovill Foundation to McHugh included the following release:

> The Grantee [McHugh] has knowledge that Scovill Manufacturing Company is dumping and has the right to continue to dump ashes and other material on the aforesaid property until June 30, 1974.
>
> The Grantee for himself, his heirs and assigns, by acceptance of this deed, agrees that he will not make any claim for loss or damage against Scovill Manufacturing

> Company or the Grantor [Scovill Foundation, Inc.] based on use by Scovill Manufacturing Company, or its successors, of aforesaid land, or maintain any suit based on such use, and expressly recognizes that said land is and will continue to be used by Scovill Manufacturing Company as a dump for flyash, cinders and other refuse from its manufacturing operations.

SMF ¶ 6. The deed from Scovill Manufacturing to Scovill Foundation contains substantially identical release language. SMF ¶ 6. By two quitclaim deeds, dated April 11, 1973 and August 30, 1973, McHugh conveyed a one-half interest in the Store Avenue Property to Calabrese. SMF ¶ 7. Then, on January 31, 1986, by warranty deed, McHugh conveyed the remaining half interest in the Store Avenue Property to Calabrese. SMF ¶ 8. The deed from McHugh to Calabrese states that the property being conveyed is the same premises conveyed by Scovill Foundation to McHugh. SMF ¶ 9. In addition, a July 10, 1984 "Certificate of Title," of which Calabrese was aware prior to his 1986 acquisition of the remaining half of the Store Avenue Property, specifically identifies the release agreement in the deeds, quotes the language of the covenant from the McHugh/Scovill deed, and warns that "[t]his covenant may affect said premises." SMF ¶ 10.

B. Corporate Succession

Through various changes in corporate structure, Scovill Manufacturing Company now has become Saltire Industrial, Inc. and the former Scovill Apparel Fasteners division of Scovill Manufacturing has become Scovill Fasteners, Inc., a separately owned corporation. The various transactions effecting these changes can be confusing and are summarized on the chart attached hereto at Tab A. Although predecessor entities operated as early as 1802, Scovill Manufacturing Company was chartered as a corporation formally in 1881. SMF ¶ 1. On April 17, 1979, Scovill Manufacturing Company filed an amendment to its certificate of incorporation, changing its name to Scovill, Inc. ("Scovill-Connecticut"), effective on July 6, 1979. SMF ¶ 16.

Beginning in early 1985, a corporate restructuring began, which ultimately resulted in Scovill and each of its six operating divisions breaking into separate Delaware corporations. This process began with the Delaware incorporation of several acquisition corporations into which the assets and operations of the former Scovill Manufacturing Company would be transferred. For example, on January 3, 1985, SCV Acquisition Corp. was incorporated in Delaware and, on January 7, 1985, filed a certificate of correction changing its name to SVL Acquisition Corp. SMF ¶ 17. On May 20, 1985, SVL Acquisition Corp. changed its name to Scovill, Inc. ("Scovill-Delaware"). SMF ¶ 18. Similarly, on January 10, 1985, AF Acquisition Corp. was incorporated in Delaware and, on May 5, 1985, changed its name to Scovill Apparel Fasteners, Inc. SMF ¶¶ 19, 20. The name was changed to Scovill Fasteners, Inc. on August 9, 1987. SMF ¶ 21.

By an October 28, 1985 Transfer Agreement between Scovill-Connecticut and Scovill-Delaware, Scovill-Connecticut agreed to liquidate its business. SMF ¶ 22. Under the Transfer Agreement, Scovill-Connecticut would "spin-off" into separate corporate entities six of the operating divisions of the former Scovill Manufacturing Company, including the Scovill Apparel Fasteners division. SMF ¶ 22. All other assets of Scovill-Connecticut would be distributed to Scovill-Delaware. SMF ¶ 22. At the same time, Scovill-Delaware agreed to assume all liabilities of Scovill-Connecticut not transferred to other entities and agreed to indemnify, hold harmless, and defend those other entities against any liabilities or claims not assumed by those entities. SMF ¶ 22. Through a September 25, 1995 Stock Purchase Agreement, Saltire sold Scovill Fasteners, Inc. SMF ¶ 26. Although Saltire and Scovill Fasteners now are separately owned, due to the indemnification obligations of Saltire resulting from the Transfer Agreement

and the 1995 Stock Purchase Agreement, any liability of Scovill Fasteners alleged in the present litigation lies with Saltire. SMF ¶ 26.

On December 29, 1986, by resolution of the Board of Directors, Scovill-Connecticut merged into Scovill-Delaware. SMF ¶ 24. By an October 10, 1994 resolution of its sole stockholder, Scovill-Delaware amended to its certificate of incorporation on November 15, 1994, changing its name to Saltire Industrial, Inc. SMF ¶ 25. Therefore, today Saltire is the corporate successor to the former Scovill Manufacturing Company and is responsible for any relevant liabilities of the original Scovill Apparel Fasteners division of the Scovill Manufacturing Company.

III. ARGUMENT

A. Legal Standard for Summary Judgment

The summary judgment procedure allows parties to obtain judgment without the expense of a trial by exposing the lack of any factual dispute as to a required element of a claim. See Celotex Corp. v. Catrett, 477 U.S. 317, 323-24 (1986). A party moving for summary judgment is not required to produce evidence negating the non-movant's claims on elements upon which the non-movant bears the burden of proof but may discharge its burden by "pointing out the absence of evidence to support the non-movant's claims." Citizens Bank of Clearwater v. Hunt, 927 F.2d 707, 710 (2d Cir. 1991).

Once the movant has met this burden, the non-movant must "set forth specific facts showing that there is a genuine issue for trial." Fed. R. Civ. P. 56(e); see also Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 250 (1986); Citizens Bank of Clearwater v. Hunt, 927 F.2d 707, 710 (2d Cir. 1991). The non-movant "must do more than simply show that there is some metaphysical doubt as to the material facts." Matsushita Elec. Indus. Co. v. Zenith Radio Corp.,

475 U.S. 574, 587 (1986); see also Blake-McIntosh v. Cadbury Beverages, Inc., No. 3:96-CV-2554, 1999 WL 643660, at *1 (D. Conn. Aug. 18, 1999), a copy of which is attached hereto at Tab B. If a non-movant is unable to establish a genuine issue of material fact as to every challenged element of his case, summary judgment is mandated. See Celotex Corp., 477 U.S. at 323.

B. All of Calabrese's claims against Saltire and Scovill Fasteners are barred by a release.

1. The release agreement in the Scovill Foundation/McHugh deed is a real covenant and binds Calabrese as McHugh's successor in interest.

The release agreement between McHugh and Scovill Foundation is contained within the Store Avenue Property deed and, as such, the agreement that McHugh, his heirs and assigns, would not pursue any claims against Scovill Manufacturing based on its or its successors' use of the property, is a real covenant enforceable against Calabrese. Under applicable Connecticut law,[2] the agreement is binding upon Calabrese because the release agreement recorded in the deed is a real covenant that runs with the land. See Dwayne Braithwaite v. Town of Wallingford, Nos. 262168, 262169, 1991 WL 126464, *7-9 (Conn. Super. Ct. June 28, 1991), a copy of which

[2] This Court should follow Connecticut law in determining the effect of the deed language. It is well-settled in the Second Circuit that, although federal law generally governs releases from federal causes of action, in such cases courts should look to state law to provide the content of federal law. Olin Corp. v. Consolidated Aluminum Corp., 5 F.3d 10, 15 (2d Cir. 1993); Teleflex Inc. v. Collins & Aikman Products Co., 961 F. Supp. 368, 372 (D. Conn 1996), aff'd 125 F.3d 845 (2d Cir. 1997); see also Mardan Corp. v. C.G.C. Music, Ltd., 804 F.2d 1454, 1457 (9th Cir. 1986) (federal law governs releases of federal claims, but state law should be incorporated to provide content); cf., Waterville Industries, Inc. v. First Hartford Corp., 124 B.R. 411, 414 (D. Me. 1991) (deciding that whether state or federal law applied to the issue of enforceability of a release against CERCLA claims did not matter as the claims were barred either way); Southland Corp. v. Ashland Oil Inc., 696 F. Supp. 994, 1000 (D.N.J. 1988) (applying law of state specified in release). Of course, the Court should continue to apply Connecticut law to Plaintiff's Connecticut common-law and statutory claims.

is attached hereto at Tab C. Therefore, the court should enforce the release and grant Saltire's and Scovill Fasteners' motion for summary judgment for all of Plaintiff's claims related to the Store Avenue Property.

For a covenant to run with the land and be enforceable against subsequent owners, (1) the covenant must be in writing, (2) the covenanting parties must have intended that the covenant run with the land, (3) there must be privity of estate, and (4) the covenant must "touch and concern" the land, or substantially alter the legal relations of the parties with respect to the land. Riccio v. Geignetter, No. CV90 0270555 S, 1991 WL 27826, *1-2 (Conn. Super. Ct. Jan. 10, 1991), a copy of which is attached hereto at Tab D; see also Dwayne Braithwaite, 1991 WL 126464 at *8, at Tab C.

a. The covenant is in writing.

There is no dispute that the covenant at issue here not only is in writing, but in a recorded writing. It appears in the deed from Scovill Manufacturing to Scovill Foundation and in the deed from Scovill Foundation to McHugh, SMF ¶ 6.

b. The parties to the covenant intended that it run with the land.

Whether a covenant runs with the land, as opposed to being merely personal, is determined by the intent of the parties as expressed in the language of the covenant. Weeks v. Kramer, 45 Conn. App. 319, 323, 696 A.2d 361 (Conn. App. Ct. 1997). Where the parties use words of succession, there is a presumption that they intended the covenant to run with the land. Id. (finding that "the addition of the language 'to the grantees, their heirs and assigns' . . . can have no other purpose than to indicate that this paragraph is indeed intended to run with the land"). Indeed, "[t]he only certain method of avoiding controversy and making sure that an easement or a covenant in an instrument . . . will be construed as other than personal is to use

appropriate language to make the intention clear. In the case of a natural person, such language might properly be 'heirs and assigns.' In the case of a corporation, it might properly be 'successors and assigns.'" Castonguay v. Plourde, 46 Conn. App. 251, 258, 699 A.2d 226 (Conn. App. Ct. 1997) (quoting Brown v. Connecticut Light & Power Co., 145 Conn. 290, 299, 141 A.2d 634 (1958)). The covenant at issue here clearly references McHugh, "his heirs and assigns," and, therefore, was intended by the parties to run with the land to any owners subsequent to McHugh.

c. There is privity of estate.

There is both horizontal and vertical privity of estate in the present case. "Horizontal privity exists when the original covenanting parties make their covenant in connection with the conveyance of an estate in land from one of the parties to the other." Runyon v. Paley, 331 N.C. 293, 302, 416 S.E.2d 177, 184 (N.C. 1992). Horizontal privity exists in this case because the original covenant between Scovill Manufacturing and Scovill Foundation appears in the deed by which Scovill Manufacturing conveyed the property to Scovill Foundation. SMF ¶ 6. Vertical privity exists when the present parties have succeeded to the original covenantor's estate in the land or at least some portion of that estate, regardless of the number of intervening conveyances. Runyon, 416 S.E.2d at 184-85. Vertical privity exists in this case because Calabrese succeeded to the estate originally conveyed from Scovill Manufacturing to Scovill Foundation, the original covenantor. SMF ¶¶ 5, 7, 8, 9.

d. The covenant "touches and concerns" the land with which it runs.

If a covenant "touches and concerns the land" to the extent that it materially affects the value of the land, it is a real covenant, which runs with the land. Carlson v. Libby, 137 Conn. 362, 367, 77 A.2d 332 (Conn. 1950); Singer v. Wong, 35 Conn. Supp. 640, 643, 404 A.2d 124

(Conn. Super. Ct. 1978). The covenant here was not merely personal. It did not involve personal taste or a personal decision but was a general agreement not to sue for any loss resulting from Scovill's activities on the Store Avenue Property. Further, the agreement substantially altered the legal relations between Scovill Manufacturing, Scovill Foundation, and McHugh with respect to the land. McHugh, his heirs and assigns were prohibited from bringing any claims against Scovill Manufacturing for any damage arising from Scovill's use of the property for waste disposal.

The covenant was an integral part of the conveyance of the land and was and remains of significant value to Saltire and Scovill Fasteners. With the covenant, the owner has relinquished rights which it otherwise might acquire along with the land. Without insulation from liability to subsequent owners, the seller would have demanded a higher price for the land, indeed might not have sold it at all. McHugh bargained for this agreement and accepted it knowing that the land already may have been used, and could continue to be used for the specified period, as "a dump for flyash, cinders and other refuse from [Scovill Manufacturing's] manufacturing operations," which in turn could affect the condition and value of the land. Because the covenant is recorded, subsequent purchasers are on notice of its terms and effect and can value the land accordingly. McHugh and Calabrese got what they bargained for, were under no compulsion to purchase this particular property, and should not now be relieved from complying with the terms of the covenant for which they bargained and to which they agreed.

The acknowledgment of Scovill Manufacturing's past use of the land and the purchaser's release of any claim it might have against Scovill Manufacturing and its successors for such use was recorded in the deed, provides notice to any subsequent purchaser, and should thereafter materially affect the subsequent value and purchase price of that land. Therefore, the release

agreement is not personal in nature, but instead is a real covenant that runs with the land and remains enforceable against the Plaintiff.

That the covenant is a release and covenant not to sue, rather than a restriction on the use of the land itself, does not take away from its effect. Although Connecticut courts have not addressed whether a release or a covenant not to sue can be construed as a covenant that runs with the land and, thus, is enforceable against a covenantor's successors or assigns, courts in New York, which use similar factors to distinguish between real and personal covenants, have addressed this issue and provide some insight. See Neponsit Property Owners' Ass'n v. Emigrant Indus. Sav. Bank, 278 N.Y. 248, 254-255, 15 N.E.2d 793 (N.Y. 1938) (stating that the essentials of a real covenant include that: "(1) [i]t must appear that the grantor and grantee intended that the covenant should run with the land; (2) it must appear that the covenant is one 'touching' or 'concerning' the land with which it runs; and (3) it must appear that there is 'privity of estate' between the promisee or party claiming the benefit of the covenant and the right to enforce it, and the promisor or party who rests under the burden of the covenant"); Arroyo v. Rosenbluth, 115 Misc.2d 655, 656-59, 454 N.Y.S.2d 610 (N.Y. Civ. Ct. 1982).

In Chemotti v. State, 88 N.Y.S.2d 879 (N.Y. Ct. Cl. 1949), plaintiffs sued the state for damages resulting from the state's operation of a dam located near the plaintiffs' property. Id. at 880. However, approximately twenty years earlier, a previous owner of that same property brought similar claims against the state for water damage to the property. Id. In connection with that action, the previous owner executed a release that included the following:

> [W]e . . . do hereby for ourselves, heirs, executors, administrators and assigns fully release the State of New York, from damage, loss, cost, charges and expense occasioned by or arising out of the matter alleged and set forth in said claim and we further hereby release the said State of New York, from any future damages that may hereafter be occasioned to the real estate described in said claim . . . and

> it is further agreed and understood . . . that this release shall be construed and hereafter recognized as a covenant running with the land and shall be applicable and operative as against damage sustained to said real estate from the same cause, above set forth, whoever be the owner of the said real estate at the time of the occurrence of any such future damage . . .

Id. at 880-81. This release was recorded. Id. at 881. The state sought dismissal of the claims in Chemotti based on this earlier release, arguing that it became a covenant running with the land. Id. at 880. The court rejected the plaintiffs' argument that the release merely was a personal covenant by the original releasors and, therefore, not binding on their successors in title, and found the release clearly was a covenant running with the land, binding on the plaintiffs as successors in title to the agreement. Id. at 881 (citing Van Rensselaer v. Albany & West Stockbridge R.R. Co., 1 Hun 507 (N.Y. Sup. Ct. 1874), aff'd 62 N.Y. 65 (1875) (finding the son that inherited the property bound by his father's release, given for consideration, by which the father covenanted that he and his heirs would make no claim for future damages for landslides onto the property from defendant's embankment)). The court concluded that since the agreement clearly indicated that it was a covenant running with the land and because it was an instrument of record, the successors in title were presumed to have knowledge of the encumbrance on their property. Id. at 882. Therefore, according to the New York courts, where the intent of the parties is expressed clearly in the language of the agreement, a release or a covenant not to sue can be construed as a covenant that runs with the land and, thus, enforceable against a covenantor's successors or assigns.

The facts in the present case closely parallel the facts in Chemotti. The deed between McHugh and Scovill Foundation was drafted to release Scovill Foundation and Scovill Manufacturing from future damages resulting from their past and continued use of the Store Avenue Property. Although the deed does not expressly state that the agreement is a "covenant

that runs with the land," the unambiguous intent of the parties to bind the grantee's heirs and assigns is expressed in the language of the deed. Furthermore, the release is included in the very deed of the property to which the covenant applied. Cf., Chemiotti, 88 N.Y.S.2d at 880 (finding a covenant running with the land when not in the deed itself but in a separately recorded instrument). Thus, the covenant is a real covenant that binds Plaintiff as McHugh's successor in interest.

e. The covenant is effective regardless of Plaintiff's knowledge of it.

A covenant that runs with the land will bind any owner of the land regardless of whether or not the owner or his successors had actual knowledge of it. Fullin v. Pusey, No. CV91 0118495 S, 1995 WL 31046, * 2 (Conn. Super. Ct. Jan. 23, 1995), a copy of which is attached hereto at Tab E. Nevertheless, Calabrese had actual notice of the release agreement, as noted in the Certificate of Title, at least before his 1986 acquisition of the remaining half interest in the Store Avenue Property. SMF ¶ 11.

The release agreement in the McHugh/Scovill deed is a covenant not to sue for any claims relating to Scovill Foundation's or Scovill Manufacturing's use of the Store Avenue Property. The agreement plainly states that McHugh, his heirs and assigns are to be bound by the agreement, creating a presumption of a covenant that runs with the land. See Castonguay, 46 Conn. App. at 258. Further, the agreement recognizes that Scovill Manufacturing had the right to dispose of fly ash, cinders, and other refuse on the Store Avenue Property until June 30, 1974. Thus, it is evident from the deed that Scovill Manufacturing intended to protect itself from any future liability to subsequent owners of the Store Avenue Property related to its disposal activities on that very property. This type of agreement further directly impacts the land because

it allowed Scovill Manufacturing to dispose of certain wastes on the property. See Singer, 35 Conn. Supp. at 642. Finally, there was privity of estate between the parties because Plaintiff has succeeded to the ownership of the Store Avenue Property conveyed to McHugh by Scovill Foundation and to Scovill Foundation by Scovill Manufacturing. Because the agreement is in writing, directly impacts the land, makes clear that the parties intended it to run with the land, and there is privity of estate, the release agreement in the Scovill/McHugh deed is a real covenant that runs with the land. See Dwayne Braithwaite, 1991 WL 126464 at *7-9, at Tab C. As a result, the release agreement is binding upon Calabrese, entitling Saltire and Scovill Fasteners to summary judgment on all counts of Plaintiff's First Amended Complaint.

2. Alternatively, the release agreement was recorded and binds Plaintiff as a successor in title to the original promisor.

Even if the Court finds that the release agreement is not a covenant running with the land, the release still precludes Calabrese's claims because a recorded release binds not only the promisor but also his successors in title. Courts should construe release agreements to effectuate the intent of the parties as expressed in the language of the release. Leonard Concrete Pipe Co. v. C.W. Blakeslee & Sons, Inc., 178 Conn. 594, 598, 424 A.2d 277 (Conn. 1979). The plain and unambiguous language of the release demonstrates the parties' intent that McHugh and his successors and assigns would be barred from bringing any claims against Scovill Manufacturing related to the use of the Store Avenue Property: "The Grantee [McHugh] for himself, his heirs and assigns, by acceptance of this deed, agrees that he will not make any claim for loss or damage against Scovill Manufacturing Company or the Grantor [Scovill Foundation, Inc.]. . ." SMF ¶ __. Specifically, by extending the release to McHugh's "heirs and assigns" and including

the release in the deed itself, the parties intended that the release bind owners subsequent to McHugh.

It does not appear that Connecticut courts have addressed specifically whether release or indemnification provisions are enforceable against a covenantor's successors or assigns. However, courts in Pennsylvania, which interprets release agreements in a similar fashion, have addressed this issue. See Sparler v. Fireman's Ins. Co. of Newark, New Jersey, 360 Pa. Super. 597, 601, 521 A.2d 433 (Pa. Super. Ct. 1986) ("The intention of the parties to a written release is paramount"); Hertzog v. Jung, 363 Pa. Super. 439, 446, 526 A.2d 425 (Pa. Super. Ct. 1987) ("A release is to be interpreted according to the intent of the parties, [which] ... can be gleaned from the actual language of the release or from allegations of the parties as to their intentions"), appeal denied, 516 Pa. 641, 533 A.2d 712 (1987).

In Caplan v. City of Pittsburgh, 375 Pa. 268, 270, 100 A.2d 380 (Pa. 1953), the plaintiff's predecessor in title had purchased the property from the city at a tax sale. The city and the purchaser included an agreement in the deed whereby the "grantee or his successors in title" released the city from any liability for damages for the future condemnation of a strip of the property for widening of an adjacent road. Id. at 270. The grantee's son, his successor in title, brought an action against the city to quiet title to the property by removing this clause. Id. The court recognized that the agreement constituted a covenant not to sue and effectively operated as a present release of all future damages. Id. at 273-74. The court found it reasonable to assume that the parties took the waiver of the future damages into consideration when determining the purchase price. Id. at 274. Reiterating that "a recorded release or agreement not to sue, binds not only the covenantor but his successors in title," the court found that because the original parties had recorded the instrument, successors in title were given notice and, therefore, were subject to

the release agreement. Id. at 274 ("Claims for future taking by the city and for damages[,] having been effectively extinguished, no longer existed"). See Chemotti, 88 N.Y.S.2d at 882 (finding that, in addition to being a covenant running with the land, the release at issue was "an instrument of record, presumed to be known to the successors in title").

Similarly, although sympathetic to the plaintiffs' plight, the court in Daniels v. Bethlehem Mines Corp., 391 Pa. 195, 207, 137 A.2d 304 (Pa. 1958), concluded that such sympathy "cannot justify us in ignoring the clear terms of the agreement granting the right of way and including the release . . . a burden of which [plaintiffs] should have taken cognizance before they purchased this land." The plaintiffs' predecessor in title, a lower riparian landowner, had signed a written agreement with the defendant, an upstream mining company, that included both a grant of right of way and a release of future damages to allow the defendant to discharge pollutants into the stream that flowed onto the plaintiff's property. Id. at 199-200. The court held that the pollution right of way essentially was an easement that burdened the plaintiff's property rather than the person, and therefore "remained against the land after it passed into the hands of the successor or assigns of the immediate parties." Id. at 201. Despite the severe damage to plaintiffs' property from defendant's discharge, the court found "it was protection from the very danger which [plaintiffs'] predecessor had bartered and bargained away long before [plaintiffs] became the owners of the land. Of such fact [plaintiffs] had notice, actual or constructive, when they purchased the land." Id. at 204. The court further found that the release agreement was a separate encumbrance on the land, which independently barred the plaintiff's claim because a recorded release will bind the promisor and his successor in title. Id. at 205. Thus, the court held the plaintiff's right to recover damages resulting from contaminants found in the stream on his property was barred by the release agreement between the defendant and the plaintiff's

predecessor in title, stating that, "[plaintiffs'] predecessor received from [defendant's] predecessor the right and privilege to do that of which [plaintiffs] now complain and . . . the agreement bars [plaintiffs] from any recovery against [defendant]." Id. Thus, a recorded release or agreement not to sue is binding upon the covenantor and his successors and assigns.

Accordingly, the language in the deed between McHugh and Scovill Foundation, which releases Scovill Foundation and Scovill Manufacturing (now Saltire) from "any claim for loss or damage" related to use of the Store Avenue Property, should be enforced against Calabrese. Including the release language in the recorded deed places subsequent purchasers on notice of the agreement, providing constructive knowledge of its terms and effect. Because Pennsylvania courts interpret release agreements in the same manner as the Connecticut judiciary, this Court should follow the Pennsylvania courts and hold that the present agreement is binding upon McHugh's successors and assigns because the agreement clearly was intended by the parties to bind their successors and was contained in a recorded instrument. This gave Calabrese notice of the encumbrance on the property he was acquiring, and he "should have taken cognizance" of the burden placed upon the land before he purchased the property. Although actual knowledge is not required, Calabrese had actual notice of the release agreement because the Certificate of Title, which Calabrese received prior to his acquisition of the second half interest in the property, specifically identifies the release agreement as an item of concern, quotes the language of the release agreement from the McHugh/Scovill deed, and warns the Plaintiff that "[t]his covenant may affect said premises." SMF ¶ 10.

The plain language of the agreement makes clear that McHugh and his successors and assigns would be barred from bringing any claims against Scovill Foundation and Scovill Manufacturing and their successors related to the use of the Store Avenue Property. Because the

release agreement was contained in a recorded instrument and Plaintiff had notice of the release agreement before he purchased the Store Avenue Property, the Court should enforce the release agreement against Plaintiff. Thus, the claims brought by Plaintiff against Saltire and Scovill Fasteners are barred, and Saltire and Scovill Fasteners are entitled to summary judgment in their favor on all counts of Plaintiff's First Amended Complaint.

3. The release agreement specifically bars Plaintiff's CERCLA claims.

No special considerations distinguish the analysis under CERCLA. Private parties may contractually allocate their liability to one another under CERCLA. Keywell Corp. v. Weinstein, 33 F.3d 159, 165 (2d Cir. 1994); Teleflex Inc. v. Collins & Aikman Products Co., 961 F. Supp. 368, 372 (D. Conn 1996) (applying New York law), aff'd 125 F.3d 845 (2d Cir. 1997); see also SmithKline Beecham Corp. v. Rohm and Haas Co., 89 F.3d 154, 158 (3d Cir. 1996); Mardan Corp. v. C.G.C. Music, Ltd., 804 F.2d 1454, 1459 (9th Cir. 1986); Rodenbeck v. Marathon Petroleum Co., 742 F. Supp. 1448, 1456 (N.D. Ind. 1990). Although CERCLA § 107(e) limits the ability of responsible parties to use contracts to avoid liability to the federal government, contractual provisions which transfer all liability arising from ownership or operation of a site have been held to effectively shift liability from one private party to another. SmithKline Beecham, 89 F.3d at 158; Mardan, 804 F.2d at 1459; see also Keywell, 33 F.3d at 165 (finding that the terms of the relevant agreements "unambiguously allocate to Keywell the risk of CERCLA losses"); Teleflex, 961 F. Supp. at 372. The express allocation of risks and loss by the parties thus precludes recovery of response costs under CERCLA. Keywell, 33 F.3d at 166 (finding that because the contracts allocated responsibility for CERCLA losses, "Keywell cannot maintain a suit against the defendants under CERCLA that is barred by the allocation of loss in that contract"); Olin Corp. v. Consolidated Aluminum Corp., 5 F.3d 10, 15-16 (2d Cir. 1993)

(finding under New York law that, "[n]otwithstanding the fact that CERCLA did not exist at the time these contracts were executed, we hold that . . . these contractual provisions are sufficiently broad to encompass CERCLA liability"); see also SmithKline Beecham, 89 F.3d at 159 (finding that the broad language at issue clearly expressed the parties' intent to allocate all present and future liabilities, including CERCLA liability); Mardan, 804 F.2d at 1461-62 (finding no error in the district court's holding that the broad language of the release at issue encompassed CERCLA claims); Rodenbeck, 742 F. Supp. at 1457 (holding that a release "from all claims and obligations of any character or nature whatsoever" clearly allocates CERCLA liability).

Contract interpretation under Connecticut law is consistent in relevant respects to that of other jurisdictions. Contracts are construed to effectuate the intent of the parties, itself determined by a reasonable construction of the contractual language used. Issler v. Issler, 250 Conn. 226, 235 (1999). Although interpretation of the parties' intent normally is a question of fact, where the contractual language is clear and unambiguous, the parties' intent is embodied in that clear contractual language and, therefore, is a question of law. Id. The release by which Calabrese's predecessor agreed not to "make any claim for loss or damage against Scovill Manufacturing Company or the Grantor [Scovill Foundation, Inc.] based on use by Scovill Manufacturing Company, or its successors, of aforesaid land, or maintain any suit based on such use, and expressly recognizes that said land is and will continue to be used by Scovill Manufacturing Company as a dump for flyash, cinders and other refuse from its manufacturing operations" clearly effects a broad release of any claims arising from use of and disposal on the property and, therefore, precludes recovery under CERCLA for alleged environmental contamination at the site. Keywell, 33 F.3d at 166. The deed language "firmly evidences the parties' intent to end their various disputes once and for all." Mardan, 804 F.2d at 1463.

C. All of Calabrese's claims are barred because he lacks standing to bring those claims.

On June 20, 1994, Joseph Calabrese filed a voluntary petition under chapter 11 of the Bankruptcy Code, In re: Joseph A. Calabrese, Case No. 94-22223 (Bankr. D. Conn.). Shortly thereafter, his wife also filed a voluntary petition under chapter 11 and the Bankruptcy Court consolidated the two petitions. As required by 11 U.S.C. § 521, Calabrese filed a schedule of assets and liabilities. SMF ¶ 57. This schedule did not list any cause of action against Scovill Manufacturing, Saltire, or Scovill Fasteners, nor did this schedule include any such cause of action in the property exempted under 11 U.S.C. § 522. SMF ¶ 57.

The bankruptcy estate includes "all legal or equitable interests of the debtor in property" belonging to the bankruptcy debtor at the time it files the bankruptcy petition, which includes causes of action that the debtor may have. 11 U.S.C. § 541(a)(1); Seward v. Devine, 888 F.2d 957, 963 (2d Cir. 1989); Correll v. Equifax Check Services, Inc., 234 B.R. 8, 10 (Bankr. D. Conn. 1997); 5 Lawrence P. King, Collier on Bankruptcy ¶ 541.08 (1999). In Correll, the plaintiff brought a Fair Debt Collection Practices Act ("FDCPA") claim against Equifax Check Services ("ECS"). 234 B.R. at 9. However, the plaintiff previously had filed a voluntary chapter 7 bankruptcy and had not disclosed her potential FDCPA claim against ECS. Id. The Magistrate Judge hearing the case found that the plaintiff lacked standing to bring her FDCPA claim against ECS because, under 11 U.S.C. § 541(a)(1), that cause of action became part of the bankruptcy estate even though the plaintiff failed to list the claim in her bankruptcy petition schedule. Id. at 10. The plaintiff objected to the Magistrate Judge's ruling and the District Court upheld that ruling, stating that, "[w]here an unscheduled claim remains the property of the bankruptcy estate,

a debtor lacks standing to pursue that claim after emerging from bankruptcy and the claims must be dismissed." Id.

On July 15, 1997, the Bankruptcy Court entered a Corrected Order Confirming First Amended Plan of Reorganization as Amended by Joint Modification of First Amended Plan of Reorganization ("Order Confirming Reorganization"). SMF ¶ 59. As its title indicates, the Order Confirming Reorganization confirmed the plan submitted by the Official Committee of Unsecured Creditors (the "Plan," a copy of which is attached to the Order Confirming Reorganization as its Exhibit A) as jointly modified by that committee and by the Calabreses (the "Modification," a copy of which is attached to the Order Confirming Reorganization as its Exhibit B, collectively the "Modified Plan"). SMF ¶ 59. Joseph Calabrese agreed to and personally signed the Modified Plan. SMF ¶ 59. The Modified Plan called for the creation of the Calabrese Liquidating Trust (the "Trust"), into which certain of Mr. and Mrs. Calabrese's assets would be placed for liquidation. SMF ¶ 59. The Modified Plan listed the assets to be transferred to the Trust and included a catchall provision that included in the Trust Assets "[a]ny property of the Debtors which was not listed in the Debtor's schedules or otherwise adequately and timely disclosed by the Debtors prior to confirmation of the Plan" (collectively the "Trust Assets") SMF ¶ 59. The Modified Plan further provided that "[t]he Debtors will abandon all right, title, and interest in the Trust Assets" except for certain expressly listed assets, which did not include the Store Avenue Property or any cause of action by Calabrese against Scovill Manufacturing, Saltire, or Scovill Fasteners. SMF ¶ 59. By not listing his causes of action, those causes of action became a Trust Asset under the catchall provision above. This fact also is supported by the fact that his causes of action were not listed under the express list of assets that reverted to Mr. and Mrs. Calabrese. Accordingly, under the Modified Plan approved by the

Bankruptcy Court, these causes of action were taken away from Calabrese and placed in the Trust.

On November 2, 1998, the Liquidating Trustee filed its Final Report with the Bankruptcy Court, reporting that it had liquidated the Trust Assets and intended to make a final distribution of the proceeds from the liquidation. SMF ¶ 60. On December 22, 1998, the Bankruptcy Court entered its Final Decree, closing Plaintiff's chapter 11 case. SMF ¶ 60.

Calabrese's claims relating to the Store Avenue Property accrued prior to his petition for bankruptcy in 1994. See SMF ¶¶ 37-53. Any claims arising from his ownership of the Store Avenue Property became property of the bankruptcy Trust by operation of the Modified Plan as approved by the Bankruptcy Court. Furthermore, all causes of action that Calabrese may have possessed at the time of his petition for bankruptcy in 1994 became part of the bankruptcy estate by operation of 11 U.S.C. § 541(a)(1) regardless of whether he listed those claims or not. Correll, 234 B.R. at 10. Therefore, the causes of action presently asserted by Calabrese belong to the liquidating Trust, even after closure of the bankruptcy case, and the Trust is the only entity with standing to bring those claims. Calabrese lacks standing to bring the present action against Saltire and Scovill Fasteners and the Court should grant summary judgment to Saltire and Scovill Fasteners on all of his claims.

D. Calabrese's CERCLA claims are barred because neither Saltire nor Scovill Fasteners is a potentially responsible party.

A party may be liable under CERCLA only if it falls within four categories set out in the statute: (1) a present owner or operator of a facility on which hazardous substances have been disposed; (2) past owners or operators of the facility at the time of disposal of hazardous substances; (3) one that arranged for disposal of hazardous substances at the facility; and (4)

certain transporters of hazardous substances. 42 U.S.C. § 9607(a); Beford Affiliates v. Sills, 156 F.3d 416, 423 (2d Cir. 1998). As the present owner and operator of the Store Avenue Property, Calabrese is a potentially responsible party. See 42 U.S.C. § 9607(a)(1). However, Calabrese cannot establish that Saltire or Scovill Fasteners is a potentially responsible party under CERCLA.

There is no allegation that Saltire or Scovill Fasteners is a present owner or operator of the property, nor is there any allegation that Saltire or Scovill Fasteners have transporter liability. The only way Plaintiff can establish that Saltire or Scovill Fasteners is a potentially responsible party in this case is to present evidence that those parties either arranged for disposal of hazardous substances on the Store Avenue Property or that they were owners or operators of the property at a time when hazardous substances were disposed there.

Calabrese can present evidence that hazardous substances were present on the Store Avenue Property in 1989, during his operation and alleged sole ownership of the property and over 15 years after Scovill Manufacturing and Scovill Foundation alienated the property to McHugh. See SMF ¶¶ 5, 37, 39. Calabrese must prove more, however, in order to establish Saltire or Scovill Fasteners as potentially responsible parties. He must present evidence that, *inter alia*, Saltire or Scovill Fasteners arranged for the disposal of those hazardous substances or at least that the hazardous substances were present on the property at the time Scovill Manufacturing owned or operated the property. See 42 U.S.C. § 9607(a). It is not possible to prove the negative and Saltire and Scovill Fasteners certainly do not have the burden to do so. See Citizens Bank of Clearwater v. Hunt, 927 F.2d 707, 710 (2d Cir. 1991). Nevertheless, Plaintiff can present no reliable and admissible evidence in support of his allegation that Saltire or Scovill Fasteners arranged for disposal of hazardous substances at the Store Avenue Property

and can present no reliable and admissible evidence in support of his hope that any hazardous substances were present at the Store Avenue Property during its ownership by Scovill Manufacturing.

The parties have identified numerous former employees of Scovill Manufacturing during the course of discovery. Unfortunately, because Scovill Manufacturing's real involvement at the property at issue ceased over 25 years ago, many of the individuals who might have knowledge of its operations have died. Calabrese has deposed living former employees identified as potentially having the most relevant knowledge. Each denies any knowledge of capacitors or other hazardous substances being deposited at the Scovill Landfill or the Store Avenue Property and, further, most indicate that in their experience such materials would not have been sent to the Scovill Landfill or the Store Avenue Property for disposal. SMF ¶ 61. (Deposition of Robert C. Weber, pp. 33, 39-40; Deposition of Conrad Sansoucie, pp. 25, 28; Deposition of John W. Caldwell, p. 23).[3] Thus, Calabrese can produce no evidence that Saltire or Scovill Fasteners actually disposed of hazardous substances at the Scovill Landfill or the Store Avenue Property.

In order to proceed with its CERCLA claims, then, Calabrese must show that the capacitors and hazardous substances at least were present during the time that Scovill Manufacturing owned or operated the Store Avenue Property. That is, he must show that the

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[3] Robert Weber worked for Scovill Manufacturing for approximately 25 years, including as engineering manager overseeing maintenance of machinery and equipment that included capacitors and overseeing the yard maintenance group's disposal of waste. Weber Dep., pp. 12, 17, 22-27. Conrad Sansoucie worked for Scovill Manufacturing for approximately 30 years, including as manager of industrial engineering for the former Scovill Apparel Fasteners division of Scovill Manufacturing. Sansoucie Dep., pp. 9, 10, 13. John Caldwell worked for Scovill Manufacturing for approximately 18 years, including as head of security and transportation. Caldwell Dep., pp. 10-12.

capacitors and hazardous substances were present on the property prior to 1972, which is the last time Scovill Manufacturing owned any interest in the property, or at least prior to 1974, which is the time until which the deed language allowed Scovill Manufacturing to continue disposing of materials on the property. Calabrese, however, has no direct evidence to support such a showing and, instead, must rely solely on circumstantial evidence in the form of opinion testimony of his expert, Jeffrey Heidtman.

This Court, however, should exclude testimony from Heidtman as to those opinions and Saltire and Scovill Fasteners is filing a motion seeking such exclusion. In summary, this Court should exclude Heidtman's opinions because they are beyond his expertise, they seek to introduce the separate hearsay testimony of un-designated and non-testifying experts, they are speculative and unreliable, and they unnecessarily invade the province of the fact finder. Without Heidtman's testimony, Calabrese can present no evidence that the capacitors and contamination were present at the Scovill Landfill or the Store Avenue Property prior to 1974 and during Scovill Manufacturing's ownership or operation of the property. Without Heidtman's testimony, Calabrese's entire case fails and Saltire and Scovill Fasteners are entitled to summary judgment on all of Calabrese's claims, including his CERCLA claims.[4]

E. Calabrese's CERCLA § 107 claim fails because he is a potentially responsible party.

In the parties' Form 26(f) Report, filed on or about February 1, 2000, Plaintiff indicates that he planned to withdraw his claim under CERCLA § 107(a), 42 U.S.C. § 9607(a), stating that

[4] Heidtman's testimony is necessary to all of Plaintiff's claims but is not sufficient for any of them. Should the Court allow Heidtman to testify as to any of his opinions, or even all of them, Saltire and Scovill Fasteners nevertheless are entitled to summary judgment on each of the other grounds stated herein.

"he recognizes that Bedford Affiliates v. Sills, 156 F.3d 416 (2d Cir. 1998), decided shortly after he filed his complaint, limits him to § 113 claims against the Defendants." Form 26(f) Report, pp. 3-4. Because Calabrese is a potentially responsible party under CERCLA, he cannot pursue a cost recovery claim under § 107(a), but instead is limited to an action for contribution under § 113(f)(1) to recover costs allegedly incurred at the Store Avenue Property. Prisco v. A & D Carting Corp., 168 F.2d 593, 603 (2d Cir. 1999); Bedford Affiliates v. Sills, 156 F.3d 416, 424 (2d Cir. 1998). To date, the claim has not been formally dismissed. To the extent that Calabrese still maintains this claim, Saltire and Scovill Fasteners are entitled to summary judgment and hereby expressly reserve the right to further brief this issue, including the right to assert any defenses to that claim.

F. All of Calabrese' CERCLA claims are barred because he has not incurred any recoverable response costs.

The Second Circuit Court of Appeals requires that a CERCLA plaintiff, as part of its *prima facie* case, demonstrate not only that it has incurred costs in responding to a release or threatened release, but that the costs incurred and the response actions taken are consistent with the National Oil and Hazardous Substances Pollution Contingency Plan (the "National Contingency Plan" or "NCP") then in effect. Bedford Affiliates v. Sills, 156 F.3d 416, 427 (2d Cir. 1998).

Although Calabrese has objected to revealing the precise expenditures for which he seeks recovery in this action, it is clear that he has not incurred any response costs recoverable under CERCLA.[5] To the extent any costs were incurred in response to contamination at the Store

[5] When counsel for Scovill Fasteners and Saltire asked Calabrese at his deposition to identify those costs for which he is seeking recovery in this action, Calabrese's counsel instructed the witness not to answer. See, e.g., Calabrese Dep., pp. 109-110, 118, 124.

Avenue Property, many such costs were incurred not by Calabrese individually but by Calabrese Construction Company, see SMF ¶¶ 48, 52, 53, and/or were incurred prior to Calabrese's discharge in bankruptcy, see SMF ¶¶ 48, 50, 51, 52, 53. Calabrese has brought this action individually and Calabrese Construction is not a party and does not make any claim in the present litigation. SMF ¶ 54. Calabrese filed for bankruptcy in 1994 and does not seek recovery of any costs incurred prior to his discharge in bankruptcy. SMF ¶¶ 57, 58.

As required by this Court's scheduling orders, on April 3, 2000, Plaintiff served Joseph Calabrese, Sr.'s Damage Analysis ("Calabrese's Damage Analysis"), a true and correct copy of which is attached to the SMF at Tab 23. However, Calabrese fails to identify any recoverable response costs:

> Calabrese seeks reimbursement of all costs of response, including attorney's fees and costs incurred in responding to reimbursement demands. The subject property is currently undergoing investigation and remediation and Calabrese cannot compute these monetary damages at this time.

Calabrese's Damage Analysis, unnumbered p. 1 (emphasis added). First, Calabrese cannot under CERCLA recover the attorneys fees that he seeks. Second, the absence of past response costs is fatal to Calabrese's CERCLA claims.

Any attorneys' fees that Calabrese may have incurred are not recoverable under CERCLA. Key Tronic Corp. v. United States, 511 U.S. 809, 819, 114 S.Ct. 1960, 1967 (1994); Bedford Affiliates v. Sills, 156 F.3d 416, 430 (2d Cir. 1998). As the Supreme Court made clear in Key Tronic, CERCLA does not authorize the recovery of attorneys' fees incurred by a private party in bringing a cost-recovery action or attorneys' fees incurred by a private party in negotiating with a government agency because such costs are incurred primarily to protect and benefit the interests of the party. 511 U.S. at 819-21; see Bedford Affiliates, 156 F.3d at 430-31.

Similarly, CERCLA does not authorize the recovery of the cost of experts retained in preparation for or for purposes of litigation. Gussack Realty Co. v. Xerox Corp., Nos. 99-7759(L), 99-7889(XAP), 2000 WL 1191813, *4 (2d Cir. Aug. 22, 2000), a copy of which is attached hereto at Tab F; Sealy Connecticut, Inc. v. Litton Indus., Inc., 93 F. Supp. 2d 177,194 (D. Conn. 2000).[6]

Having incurred no recoverable response costs, Calabrese's CERCLA claims fail as a matter of law. Gussack, 2000 WL 1191813 at *3, at Tab F. CERCLA does not provide compensation for a party injured by contamination but, instead, provides a procedure by which a party can seek reimbursement for certain costs that it incurs in response to such contamination. Id. When no costs have been incurred, a CERCLA claim fails as a matter of law. Id.; see United States v. Lightman, 87 F.Supp.2d 359, 364 (D.N.J. 1999) (because CERCLA allows a potentially responsible party to seek reimbursement for those costs that exceed its fair share of liability, "[i]t is axiomatic that a potentially responsible person that has not incurred any response costs cannot have incurred expenses that exceed its fair share of the overall liability"). Although CERCLA contemplates, and Plaintiff seeks, a declaratory judgment regarding the allocation of future costs, even a declaratory judgment action fails as a matter of law when the Plaintiff has yet to incur any recoverable response costs. Advanced Technology Corp. v. Eliskim, Inc., 87 F.Supp.2d 780, 787-88 (N.D. Ohio 2000) ("Declaratory relief may be appropriate under CERCLA in a situation where response costs have been incurred, are ongoing, and the final amount will not be determined until the completion of the cleanup. However, this is not such a situation, and this

[6] The same reasoning applies to preclude Calabrese's recovery of attorneys' fees and costs under Conn. Gen. Stat. § 22a-452, which claim Plaintiff brings in the Sixth Count of the First Amended Complaint. Sealy Connecticut v. Litton Indus., Inc., 93 F.Supp.2d 177, 196 (D. Conn. 2000) ("given the similarity between the statutes, the Court concludes that the same analysis controls the quantum of damages that could be recovered under state law").

Court will not speculate as to whether additional response costs will be required in the future and, if required, whether Eliskim would be liable to ATC").

Here, Calabrese apparently seeks recovery solely for costs that he may or may not incur at some point in the future: "At this time, Calabrese cannot compute the DEP and EPA's final response costs and cannot predict what portion of that total these agencies might seek to recover from him." Plaintiff's Damage Analysis, unnumbered p. 2 (emphasis added). Although Calabrese admits that he cannot predict what future response costs, if any, there may be, he nevertheless asks this Court to enter a speculative judgment as to those potential costs. Because it is clear that Calabrese has not incurred any recoverable response costs, he cannot establish one of the required elements of his CERCLA claims. See Bedford Affiliates, 156 F.3d at 427. Therefore, Saltire and Scovill Fasteners are entitled to summary judgment on all of Calabrese's CERCLA claims.

G. Saltire and Scovill Fasteners are entitled to summary judgment on all of Calabrese's state law claims.

1. All of Calabrese's state law claims against Saltire and Scovill Fasteners are barred by the statute of limitations.

As discussed fully above, the deed conveying the Store Avenue Property from Scovill Foundation to McHugh contains language sufficient to put the purchaser on notice that Scovill Manufacturing had disposed of certain refuse on the property. Further, the 1984 Certificate of Title specifically references this language and it is undisputed that Calabrese received and was aware of the 1984 Certificate of Title prior to his 1986 acquisition of the remaining half interest in the Store Avenue Property. SMF ¶ 11.

For nearly sixty years prior to filing this action, Calabrese had actual knowledge of Scovill Manufacturing's disposal of refuse on the Store Avenue Property. Calabrese was born on

December 11, 1932 and grew up in a house "[r]ight next to" the Store Avenue Property. SMF ¶¶ 27, 28. He recalls seeing Scovill trucks dump material in the Store Avenue Property since he was "a kid." SMF ¶ 29. According to Calabrese, Scovill's truck would dump material, including cinders, ashes, mirrors, and brass, "every day." SMF ¶ 30. He and other children would scavenge items, including brass pieces and mirrors, from the material that Scovill Manufacturing dumped there. SMF ¶ 31. Calabrese recalls Scovill Manufacturing dumping up until approximately 1972 or 1973, when it dumped dirt or sand that it had dredged from above the "Scovill dam." SMF ¶ 32. There is no allegation that Scovill or Saltire disposed of anything at the Store Avenue Property after "sometime in 1974." SMF ¶ 33.

Calabrese filed his original Complaint against McHugh and Scovill Fasteners on August 10, 1998 and added Saltire in the First Amended Complaint filed September 28, 1998. However, Calabrese first became aware of PCB contamination on the Store Avenue Property nearly ten years earlier, in early 1989. SMF ¶ 37. The Connecticut Department of Environmental Protection ("DEP") first visited the Store Avenue Property in March 1989. SMF ¶ 38. On March 23, 1989, DEP sent a letter to Calabrese asking that he discontinue construction and restrict access to the property due to "potentially extensive PCB contamination" at the property. SMF ¶ 39. Shortly thereafter, on March 31, 1989, the City of Waterbury Department of Public Health sent a letter to Calabrese ordering him to "immediately abate the health hazard caused by the high level of polychlorinated biphenyls (PCBs)" on the property. SMF ¶ 40. The City of Waterbury Department of Public Health sent another letter to Calabrese on April 6, 1989, again ordering him to abate the hazard caused by the dozen PCB-containing capacitors on the property. SMF ¶ 41. On or about May 10, 1989, Calabrese entered a Consent Order with DEP that acknowledged the excavation of PCBs on the property. SMF ¶ 42. DEP issued an administrative

Order to Calabrese on October 10, 1989. SMF ¶ 43. On or about June 29, 1990, the United States Environmental Protection Agency ("EPA") filed a Complaint and Notice of Opportunity for Hearing against Calabrese based upon the PCB contamination. SMF ¶ 44. Calabrese filed his Answer to EPA's Complaint on July 19, 1990. SMF ¶ 45. Finally, on October 30, 1990, Calabrese, through his attorney, submitted his "prehearing exchange letter" to EPA, stating that, "Respondent [Calabrese] notes that a former owner of the site, not the Respondent, is responsible for disposal of PCBs at the site. Scovill, Inc. utilized the site as an industrial waste site prior to the time the Respondent purchased the site." SMF ¶ 46.

Calabrese alleges nine state law counts against Saltire and Scovill Fasteners: negligence (Count 3), negligence *per se* (Count 4), reckless misconduct (Count 5), reimbursement under Conn. Gen. Stat. § 22a-452 (Count 6), nuisance (Count 7), declaratory and equitable relief under Conn. Gen. Stat. § 22a-16 (Count 8), ultrahazardous activity (Count 9), common law restitution (Count 10), and equitable indemnity (Count 12). Each seeks recovery of Calabrese's costs to respond to alleged contamination of or for property damage to the Store Avenue Property.

Connecticut law provides that:

> no action to recover damages for . . . property damage caused by exposure to a hazardous chemical substance or mixture or hazardous pollutant released into the environment shall be brought but within two years from the date when the injury or damage complained of is discovered or in the exercise of reasonable care should have been discovered.

Conn. Gen. Stat. § 52-577c(b). Connecticut follows the majority of jurisdictions and considers cost recovery actions as claims for "damages." Electroformers, Inc. v. Emhart Corp., No. 29 78 91, 1993 WL 28904, *5 (Conn. Super. Jan. 29, 1993), a copy of which is attached hereto at Tab G, (citing Avondale Industries, Inc. v. Travelers Indemnity Co., 887 F.2d 1200, 1207 (2d Cir.

1989), cert. denied, 496 U.S. 906 (1990)). Courts have applied the statute of limitations in Conn. Gen. Stat. § 52-577c(b) to bar contamination cases brought under a variety of causes of action. E.g., Nielsen v. Sioux Tools, Inc., 870 F. Supp. 435, 440-41, 444 (D. Conn. 1994) (applying Conn. Gen. Stat. § 52-577c(b) to bar actions under Conn. Gen. Stat. §§ 22a-452 and 22a-16); Armotek Industries, Inc. v. Freedman, 790 F. Supp. 383, 392-94 (D. Conn. 1992) (finding that Conn. Gen. Stat. § 52-577c(b) would bar causes of action for negligence and abnormally dangerous activity). Because all of Calabrese's state law claims against Saltire seek recovery for either (1) costs expended or to be expended in addressing alleged contamination at the Store Avenue Property, or (2) damage to or diminution in value of the Store Avenue Property, all are subject to the limitation in Conn. Gen. Stat. § 52-577c(b).[7]

The discovery provision of Conn. Gen. Stat. § 52-577c(b) begins running the statute of limitation when Calabrese first discovered or should have discovered the injury of which he now complains. In determining when the statute of limitation begins to run, the Court should look to the plaintiff's knowledge of facts – when the plaintiff "has knowledge of facts that would put a reasonable person on notice of the nature and extent of an injury and that the injury was caused by the wrongful conduct of another." Catz v. Rubenstein, 201 Conn. 39, 47, 513 A.2d 98, 102 (Conn. 1986) (interpreting a similar discovery provision in Conn. Gen. Stat. § 52-584 and quoting Mastro v. Brodie, 682 P.2d 1162, 1168 (Colo. 1984)). It is not necessary that the

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[7] Because it includes a "discovery rule" and does not include a statute of repose, Conn. Gen. Stat. § 52-577c(b) arguably is the most liberal statute of limitation for Calabrese's claim. For example, Connecticut's statute of limitation for negligence, Conn. Gen. Stat. § 52-584, provides a two-year limit from discovery but sets a three year statute of repose. Also compare Connecticut's general tort statute of limitation, Conn. Gen. Stat. § 52-577, which sets a three-year statute of limitation with no discovery rule.

plaintiff's injury have reached its "fullest manifestation" for the statute of limitation to begin running. Burns v. Hartford Hospital, 192 Conn. 451, 460, 472 A.2d 1257, 1261 (Conn. 1984) (interpreting a similar discovery provision in Conn. Gen. Stat. § 52-584).

The statute of limitations began running in this case no later than May 1989. DEP first visited the Store Avenue Property in March 1989 and subsequently notified Calabrese by letter dated March 23, 1989 of potential PCB contamination. Calabrese admittedly first became aware of contamination on the Store Avenue Property in April or May of 1989:

> [MS. SHEFFEY]: When did you first become aware that there was an issue about contamination on the property?
>
> [MR. CALABRESE]: At that point, you saw the drawing, we poured like maybe six or seven walls, and these are maybe 60 foot walls, 14-, 15-foot high, 16-foot high, so we were in the process of construction until this thing broke. I wish it broke earlier, then I wouldn't have spent the money.
>
> Q: Is it your recollection that that was sometime in early 1989?
>
> A: It was '89, because it was around, I think April of '89, maybe, April or May

Calabrese Dep., pp. 122-23; SMF ¶ 37. By May 10, 1989, Calabrese had signed a Consent Order with DEP, acknowledging the excavation of PCBs on the property. SMF ¶ 42. At that point, Calabrese had knowledge of facts sufficient to put a reasonable person on notice and, therefore, began running the statute of limitations on his state law causes of action. Calabrese had knowledge of the potential connection with Scovill Manufacturing well before May 1989, however, not only from the Certificate of Title in 1984 and the recorded deed language from 1973, but from his own personal knowledge since childhood of Scovill Manufacturing using the Store Avenue Property as a disposal site. SMF ¶¶ 29, 30. Calabrese admits having made this connection in his October 30, 1990 "prehearing exchange letter" to EPA, in which he argues that

Scovill was the prior owner of the site, used it for disposing of its industrial waste, and is responsible for disposal of PCBs at the property. SMF ¶ 46. Thus, applying even the most liberal statute of limitation to Calabrese's state law claims, Conn. Gen. Stat. § 52-577c(b), those claims are barred if brought after May 1991. Calabrese commenced the present litigation over seven years too late.[8]

2. Calabrese's nuisance claim fails because it is brought against a predecessor in interest.

Calabrese alleges that the actions of Saltire and Scovill Fasteners, presumably through the actions of Scovill Manufacturing, "were unreasonable and constituted an invasion of Calabrese's property rights and privileges with respect to use and enjoyment of the property." First Amended Complaint, Seventh Count ¶ 13. However, the nuisance claim fails as a matter of law

---

[8] The present litigation was filed so late that it really does not matter which statute of limitation the Court applies, nor which date the Court finds that the statute of limitation began running. For example, Calabrese has not even incurred any expense for which he seeks recovery in this action within five years of filing it. See Electroformers, 1993 WL 28904 at *7 (finding it unnecessary to decide exactly which statute of limitation to apply or what event triggered the statute of limitation since plaintiff brought its indemnification action "well beyond" three years from the date of alleged contamination, the date it acquired the property, the date the DEP issued its cleanup order, or the date plaintiff first incurred cleanup costs), at Tab G. Although Calabrese has been equivocal about any costs he has incurred, expenditures to date allegedly in responding to the contamination may include: (1) approximately $33,000 paid by Calabrese Construction to environmental consultants HRP Associates for testing and preparation of the "Scope of Study" prepared on or before July 1989, SMF ¶ 48; (2) $3,279.60 billed Calabrese by Environmental Waste Resources, Inc. ("EWR") on July 31, 1989 for the removal of 13 capacitors on or about April 5, 1989, SMF ¶ 50; (3) $1,280.00 billed Calabrese by EWR on August 31, 1990 for the removal of two additional capacitors on or about August 29, 1990, SMF ¶ 51; and (4) approximately $8,500 billed to Calabrese Construction by Clean Harbors of Connecticut, Inc. for removal of PCB contaminated soil in approximately 1993, SMF ¶ 52. Calabrese Construction also appears to have been billed $19,258.50 for legal services performed between 1989 and April 26, 1991, but Calabrese testified that he did not pay that entire bill. SMF ¶ 53. Therefore, exclusive of attorneys' fees and costs in bringing the present litigation, Calabrese and/or Calabrese Construction apparently last incurred any cost at all relating to contamination at the Store Avenue Property in 1993 at the latest.

because Calabrese does not allege that the nuisance emanates from neighboring property of a defendant, but that the alleged nuisance exists on his own land. Connecticut law is clear that an action for private nuisance is limited to cases of nuisance arising or emanating from neighboring land and may not be brought against a predecessor in interest of the plaintiff for a condition created on the same land. Middlebury Office Park Ltd. Partnership v. Timex Corp., No. 3:95-CV-2160, 1998 WL 351583, *4 (D. Conn. June 16, 1998), a copy of which is attached hereto at Tab H, (citing Nicholson v. Connecticut Half-Way House, Inc., 153 Conn. 507, 510, 218 A.2d 383 (1966)); Nielson v. Sioux Tools, Inc., 870 F. Supp. 435, 442-43 (D. Conn. 1994); B & D Molded Products, Inc. v. Vitek Research Corp. No. CV 970060362S, 1998 WL 551943, *4-6 (Conn. Super. Ct. Aug. 17, 1998), a copy of which is attached at Tab I. Here, Calabrese essentially claims that Scovill Manufacturing disposed of substances on its own property and then alienated that same property, which he now owns. Because this cannot form the basis for a nuisance action under Connecticut law, Saltire and Scovill Fasteners are entitled to summary judgment on Calabrese's nuisance claim.

3. Calabrese's claims for restitution and equitable indemnity fail because he has a legal duty to clean any contamination at the Store Avenue Property.

Calabrese has been ordered to abate any contamination on the Store Avenue Property by the City of Waterbury as of April 6, 1989, SMF ¶ 41, and by the Connecticut Department of Environmental Protection as of October 10, 1989, SMF ¶ 43. Presently, the Store Avenue Property is the subject of a pending CERCLA investigation by the United States Environmental Protection Agency. National Priorities List for Uncontrolled Hazardous Waste Sites, 65 Fed. Reg. 46,096 - 46,104 (2000). All of the alleged costs for which Calabrese seeks restitution and equitable indemnification in this case were incurred as a direct result of those past orders. The

future costs that Calabrese speculates he will incur are based on his anticipation of receiving further cleanup orders from EPA. However, where a plaintiff is ordered to clean up contaminated property, it has a legal duty to do so and cannot maintain an action against another party for unjust enrichment. Nielson v. Sioux Tools, Inc., 870 F. Supp. 435, 443 (D. Conn. 1994) (holding that a DEP order to remediate a contaminated property foreclosed the plaintiff from an unjust enrichment claim against the defendant for reimbursement of those costs, also indicating that the result would be identical for EPA action under CERCLA). Calabrese premises both his unjust enrichment claim and his equitable indemnity claim on the fact that he is or will be required to discharge a duty belonging not to him but to the defendants. However, under orders from the City and the State, not to mention as a potentially responsible party under a pending EPA CERCLA action, Calabrese has an independent legal duty to comply with such orders and, therefore, cannot maintain a common law restitution or equitable indemnity claim against Saltire and Scovill Fasteners for costs allegedly incurred in response to governmental orders. Accordingly, Saltire and Scovill Fasteners are entitled to summary judgment on those claims.

4. Calabrese's negligence *per se* claim fails.

Using the present tense, Plaintiff claims that the actions of the defendants "is [sic] prohibited by Conn. Gen. Stat. §§ 22a-427, 22a-430 and regulations promulgated thereunder." First Amended Complaint, Fourth Count ¶ 13. Scovill Manufacturing and Scovill Foundation alienated the Store Avenue Property approximately 27 years ago, in 1972 and 1973. SMF ¶¶ 4, 5. The statutes and regulations relied upon by Plaintiff for his negligence *per se* claim, portions of Connecticut's Water Pollution Control Act ("WPCA") dealing with discharge and permits for new discharge of waste into waters of the state, do not create a continuing duty that survives the

alienation of the property, nor can the present version of the WPCA apply retroactively to define a duty of the defendants in and prior to 1973.[9] Any violation of the WPCA by Saltire or Scovill Fasteners could not have occurred after Scovill Manufacturing's alienation of the property in 1973. To the extent Calabrese relies on the present version of the WPCA as the basis for his claim of negligence *per se*, that claim fails as a matter of law. To the extent Plaintiff's negligence *per se* claim is based on a duty imposed by statutes or regulations existing in the 1970s and earlier, such claims are barred by the statute of limitation as described above.

Furthermore, Plaintiff's negligence *per se* claim fails as a matter of law because no private cause of action exists under the WPCA. Middlebury Office Park Ltd. Partnership v. Timex Corp., No. 3:95-CV-2160, 1998 WL 351583, *3-4 (D. Conn. June 16, 1998), at Tab H. Allowing Calabrese to maintain a negligence *per se* claim based on the WPCA would judicially circumvent the intent of the Connecticut legislature in enacting the WPCA and should not be allowed.

5. Calabrese fails to allege and cannot prove facts entitling him to relief on his reckless misconduct claim.

Calabrese alleges that the defendants "failed to take steps to prevent the contamination of the Store Avenue Property in reckless disregard of the laws of the State of Connecticut and the United States, as well as the rights and safety of others." First Amended Complaint, Fifth Count ¶ 14. Not only does he lack evidence entitling him to relief on his claim for reckless misconduct, his claim fails even to state a claim upon which relief can be granted.

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[9] To the extent that Calabrese alleges the existence of such a continuing duty, such a duty is violative of, *inter alia*, the defendants' rights to due process under the United States and Connecticut constitutions. Saltire and Scovill Fasteners reserve the right to further brief this issue in the event Calabrese pursues a claim based on such a duty.

"Recklessness is a state of consciousness with reference to the consequences of one's acts. . . . It is more than negligence, more than gross negligence. . . . The state of mind amounting to recklessness may be inferred from conduct. But, in order to infer it, there must be something more than a failure to exercise a reasonable degree of watchfulness to avoid danger to others or to take reasonable precautions to avoid injury to them." Dubay v. Irish, 207 Conn. 518, 532, 542 A.2d 711, 718 (1988) (internal citations and quotation marks omitted). The only factual ground alleged in support of Calabrese's reckless misconduct claim is that defendants "failed to take steps to prevent the contamination." First Amended Complaint, Fifth Count ¶ 14.

Even under the standard of a Rule 12(b)(6) motion – determining the sufficiency of a complaint assuming the truth of a plaintiff's allegations – Calabrese fails even to allege any specific conduct that rises to the level of recklessness. See Middlebury Office Park Ltd. Partnership v. Timex Corp., No. 3:95-CV-2160, 1998 WL 351583, *5 (D. Conn. June 16, 1998), at Tab H, (granting a motion to dismiss the plaintiff's recklessness claim, finding that the complaint failed to explicitly set forth conduct rising to the level of recklessness). Although a reckless misconduct claim requires "something more than a failure to exercise a reasonable degree of watchfulness to avoid danger to others or to take reasonable precautions to avoid injury to them," Dubay, 207 Conn. at 532, Calabrese merely alleges a passive failure to prevent contamination. As a matter of law, he has failed even to plead sufficient facts giving rise to such a claim. Furthermore, even if sufficiently plead, Calabrese can present no evidence of conduct of the defendants rising to the level of recklessness, for there is no evidence that defendants themselves placed, or caused to be placed, any contaminants on the property.

H. Scovill Fasteners separately is entitled to summary judgment on all of Calabrese's claims because there is no evidence that Scovill Fasteners disposed of any material at the Store Avenue Property or the former Scovill Landfill or that it ever owned or operated the Store Avenue Property or the former Scovill Landfill.

Evidence such as the language in the Scovill Manufacturing and Scovill Foundation deeds to the property indicate that Saltire, as successor to Scovill Manufacturing, disposed of certain material at the Store Avenue Property. In contrast, there is no evidence to indicate that the Apparel Fasteners division or Scovill Fasteners had any connection to the Store Avenue Property or the former Scovill Landfill. Again, Scovill Fasteners does not have the burden to prove the negative. See Citizens Bank of Clearwater v. Hunt, 927 F.2d 707, 710 (2nd Cir. 1991). Even so, there is no evidence that Scovill Fasteners owned or operated the Store Avenue Property or the Scovill Landfill and no evidence that Scovill Fasteners disposed of any material, hazardous or otherwise, at that property. See Deposition of Martin Moore ("Scovill Fasteners Dep."), pp. 13-19; Deposition of Conrad Sansoucie, pp. 20, 25, 28; SMF ¶ 61.

All of Calabrese's claims against Scovill Fasteners depend upon his unsupported allegation that "Scovill [Fasteners] . . . arranged for disposal and disposed of hazardous substances on the Store Avenue Property and on the surrounding area in Waterbury, Connecticut, on the property known as the Scovill Landfill." First Amended Complaint ¶ 11. Calabrese is unable to produce any evidence that Scovill Fasteners disposed of anything, much less hazardous substances, at that property. In addition, he is unable to produce any evidence that Scovill Fasteners owned or operated the Store Avenue Property or the Scovill Landfill.

Scovill Fasteners has pointed out the absence of material evidence to support Calabrese's claims against Scovill Fasteners, thereby shifting the burden to Calabrese to set forth specific facts demonstrating a genuine issue for trial. See Citizens Bank of Clearwater, 927 F.2d at 710.

Calabrese cannot carry this burden and Scovill Fasteners accordingly is entitled to summary judgment on all counts of Plaintiff's First Amended Complaint.

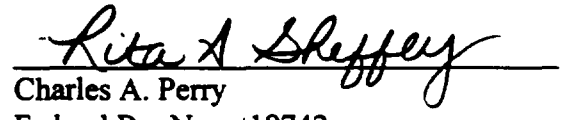
IV. CONCLUSION

For all of the foregoing reasons, Saltire and Scovill Fasteners respectfully request that this Court grant their Motion for Summary Judgment as to all Counts of the Complaint in this matter.

This 2nd day of October, 2000.

Respectfully submitted,

SALTIRE INDUSTRIAL, INC.
SCOVILL FASTENERS, INC.



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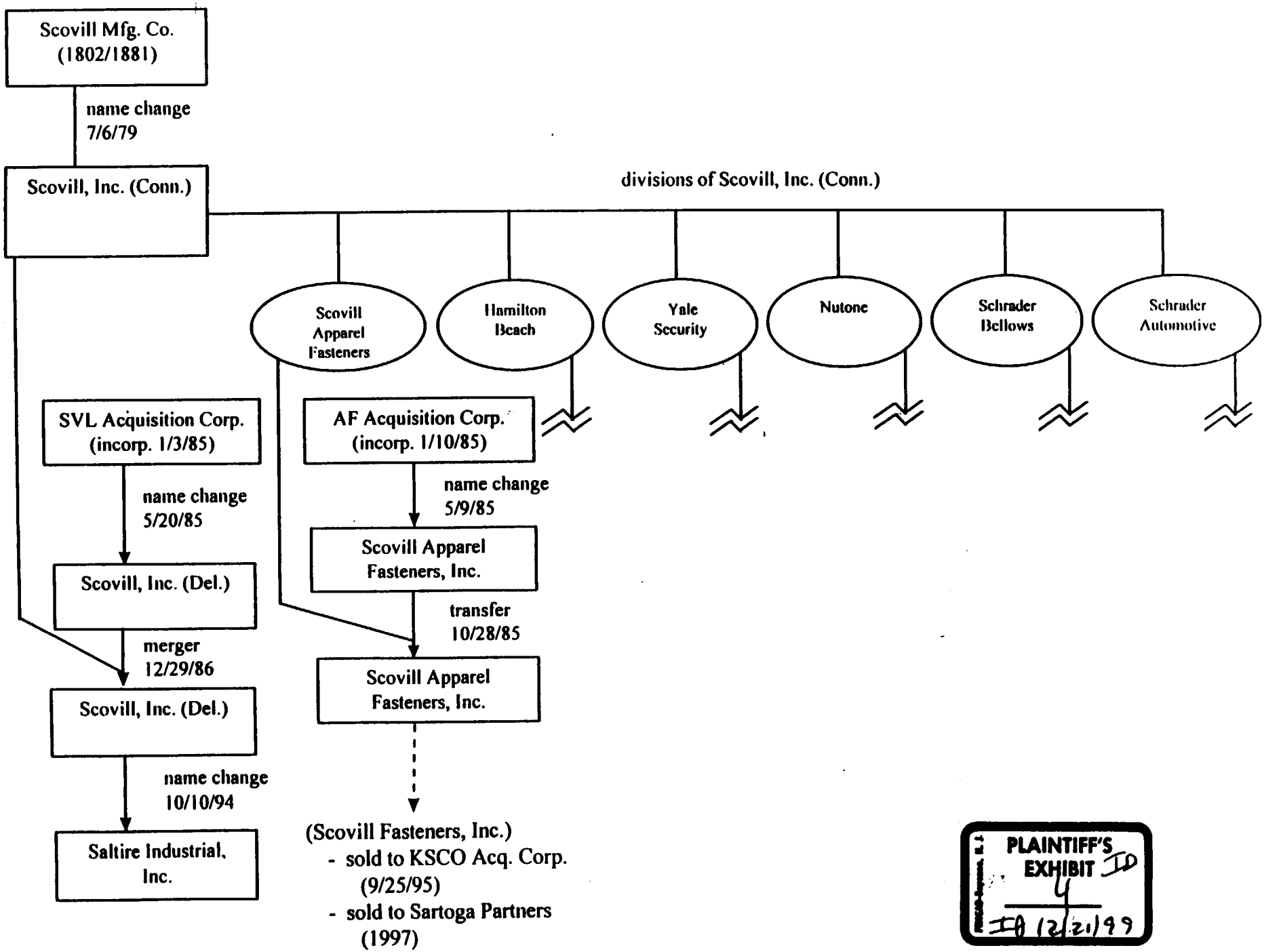

PLAINTIFF'S EXHIBIT 4 ID 12/21/99

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

Joseph Calabrese, Sr.,	:	CIVIL NO 398 CV-01603 (GLG)
Plaintiff	:	
v.	:	
Raymond F. McHugh, Jr. as Executor for the Estate of Raymond McHugh, Scovill Fasteners, Inc. and Saltire Industrial, Inc.	:	
Defendants	:	November __, 2000

AFFIDAVIT

Personally appeared Gerald Bousquet. who being duly sworn deposes and says:

1. I am over the age of 18 years;

2. I believe in the obligation of an Oath;

3. The information stated herein is based on my personal knowledge and belief;

4. The information stated herein is true to the best of my knowledge and belief;

5. I worked for the Scovill Manufacturing Company ("Scovill") from 1947 to 1952;

6. I worked for Scovill and for its successors from 1955 until my retirement in 1992;

7. During my employment with Scovill, I worked my way up from Pipe Fitter's Apprentice to Property Manager and Maintenance Engineer;

8. During the time I was employed by Scovill, there were between 100 and 300 capacitors in use in the Scovill plant;

9. The capacitors in the Scovill plant were used in conjunction with generators to start motors and engines;

10. The capacitors used in the Scovill plant during my employment contained poly chlorinated biphenols ("PCB's");

11. The PCB's in the capacitors used in the Scovill plant came from an oil ~~known as~~ similar to Pyroguard;

12. Pyroguard or the like oil was used in the capacitors because it had a high flash point and was therefore less flammable than regular hydraulic oil;

13. I recall that use of Pyroguard in the capacitors began in the late 1960's;

14. When a capacitor no longer functioned properly, a Scovill electrician or millwright would remove the capacitor;

15. At that time, it was my understanding that the used capacitors were disposed of at the Scovill Landfill on Store Avenue in Waterbury, Connecticut;

16. I recognize the capacitors in photographs #23 and #24, attached as Exhibit 1, as being the same type of capacitor as those used in the Scovill plant during my employment;

17. During my employment with Scovill, ~~I was aware of~~ it was my understanding that barrels of sludge and other waste solutions

GRB GRB

~~that~~ were being regularly removed from the Scovill plant and I understood that some of these barrels were being disposed of at the Scovill Landfill on Store Avenue in Waterbury, Connecticut.

Beacon Falls

Dated at ~~Waterbury~~, Connecticut this ~~22~~ day of November, 2000.

Gerald Bousquet

Subscribed and sworn to before me this 22nd day of November, 2000.

Notary Public/Commissioner of the Superior Court
Commission Expires October 31, 2005

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COPY

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

JOSEPH CALABRESE, SR.,	)	
	)	
Plaintiff,	)	
v.	)	Civil Action No. 398 CV 01603 (GLG)
	)	
RAYMOND F. McHUGH, JR., as Executor for the Estate of Raymond McHugh, SCOVILL FASTENERS, INC., and SALTIRE INDUSTRIAL, INC.,	)	
	)	
Defendants.	)	December 20, 2000

SALTIRE INDUSTRIAL, INC.'S AND SCOVILL FASTENERS, INC.'S REPLY MEMORANDUM IN SUPPORT OF THEIR MOTION FOR SUMMARY JUDGMENT

Saltire Industrial, Inc. and Scovill Fasteners, Inc. carried their burden and are entitled to summary judgment because Calabrese's Objection ("Resp. Br.") fails to "set forth specific facts showing that there is a genuine issue for trial" on any of his claims. Fed. R. Civ. P. 56(e).

A. These defendants are entitled to judgment on Calabrese's abandoned claims.

The Court should enter judgment for these defendants on counts 1, 4, 5, 7, 10, and 12. "Calabrese will not pursue his First Count (CERCLA § 107) claims" and "does not contest . . . that the Seventh Count (Nuisance) fails to state a claim on which relief can be granted." Resp. Br., p. 2. In addition, Calabrese has not responded to these defendants' arguments on the Fourth, Fifth, Tenth, and Twelfth Counts, thereby abandoning those claims.

B. The release in the deed to the property bars all of Calabrese's claims.

Calabrese asserts: (1) that "[t]he term 'refuse' in the release does not include electrical equipment or drum of industrial waste products," Resp. Br., p. 3, (2) that "[t]he language of the release is insufficient to transfer liability for CERCLA claims," Resp. Br., p. 3, and (3) that "[t]he release is not a covenant running with the land," Resp. Br., p. 6.

As an initial matter, Calabrese selectively quotes the release language to imply that it is limited to "use of the Store Avenue Property 'as a dump for flyash, cinders and other refuse from its manufacturing operations.'" Resp. Br., p. 3. In fact, the full text of the release is as follows:

> The Grantee has knowledge that Scovill Manufacturing Company is dumping and has the right to continue to dump ashes and other materials on the aforesaid property until June 30, 1974.
> The Grantee, for himself, his heirs and assigns, by acceptance of this deed, agrees that he <u>will not make any claim for loss or damage</u> against Scovill Manufacturing Company or the Grantor <u>based on use</u> by Scovill Manufacturing Company, or its successors, <u>of aforesaid land</u>, or <u>maintain any suit based on such use</u>, and expressly recognizes that said land is and will continue to be used by Scovill Manufacturing Company as a dump for fly-ash, cinders and other refuse from its manufacturing operations.

Deed, p. 2 (attached to these defendants' Oct. 2, 2000 Rule 9(1)(c) Statement of Material Facts as to Which There is no Genuine Issue to be Tried ("SMF") at Tab 3). Calabrese misleadingly contends that the release is limited to the final "expressly recognizes" clause and ignores the remainder, which clearly releases these defendants from liability for <u>any</u> use of the land.

1. The release language includes the alleged contaminants.

First, the release refers to use of the property generally, thus extending to <u>any</u> use. The language on which Calabrese relies is not limiting language but merely exemplary.

Second, citing no authority, Calabrese conclusorily argues that "refuse" does not include "the type of hazardous substances present on the Store Avenue Property." Resp. Br., p. 3. However, "refuse" is defined as "the worthless or useless part of something," "leavings," "trash," "garbage," or "thrown aside or left as worthless." <u>Merriam Webster's Collegiate Dictionary</u> 984 (10th ed. 1997). Even legal dictionaries concur: "That which is refused or rejected as useless or worthless. Worthless matter, rubbish, scum, leavings." Black's Law Dictionary 1282 (6th ed. 1990). As used in the Rivers and Harbors Act of 1899, as amended, 33 U.S.C. § 401 <u>et seq.</u>, the

United States Supreme Court concluded that "[t]he word 'refuse' includes all foreign substances and pollutants." United States v. Standard Oil Co., 384 U.S. 224, 229-30, 86 S.Ct. 1427, 1430 (1966) (also quoting United States v. Ballard Oil Co., 195 F.2d 369, 371 (2d Cir. 1952), that refuse is "anything which has become waste, however useful it may earlier have been"). Because anything dumped at the Store Avenue Property is, by definition, "refuse," the clear meaning of the release – even under Calabrese's mischaracterization – includes electrical equipment, industrial waste, or anything else, hazardous or otherwise, that may have been dumped there.[1]

2. The release encompasses Calabrese's CERCLA claims.

Although he agrees parties may allocate CERLA liability, Resp. Br., 4, Calabrese asserts that the release "is limited to the use of the property as a dump for *certain* materials," Resp. Br., p. 3, and only "*a limited range of activities*," Resp. Br., p. 6. Again, the language on which Calabrese relies is exemplary and does not limit the otherwise broad release, which clearly encompasses liability for Scovill Manufacturing's use of the land.

The release language is broad enough to release CERCLA claims. This language was included in a 1972 deed, eight years before the existence of CERCLA, and this case is controlled by Olin Corp. v. Consolidated Aluminum Corp., 5 F.3d 10, 15-16 (2d Cir. 1993)[2] ("[n]otwithstanding the fact that CERCLA did not exist at the time these contracts were executed, we hold that . . . these contractual provisions are sufficiently broad to encompass

---

[1] The deed language's list of items allegedly dumped on the property also includes "ashes and other materials." Deed, p. 2 (SMF, Tab 3). If "refuse" is not broad enough to encompass the disputed items, certainly "other materials" could not be more broad.

[2] Although New York law applied in Olin, there is no material difference between New York's and Connecticut's law of contract interpretation. See Mem., p. 18. The Second Circuit's holding in Olin, therefore, is equally applicable in the present case.

CERCLA liability"); see Mem., pp. 17-18. As in Olin, this release is extremely broad. Its specific reference to use of the property as a dump and broad release of any claims based on use of the property clearly intends to address any liability arising from disposal.

3. The release is a covenant that runs with the land and binds Calabrese.

Calabrese cites Pulver v. Mascolo, 155 Conn. 644, 237 A.2d 97 (1967) as support that the deed language is a mere personal covenant. Resp. Br., p. 7. That case is distinguishable because the covenant at issue required grantor approval of construction plans within the subdivision. 237 A.2d at 98. In contrast, this covenant is not one of personal discretion or taste, but fundamentally alters the legal rights and relations of the parties, and their successors, with the land conveyed.

Calabrese also states that "normally, a grantee will retain a related piece of land" and argues that "Scovill has not retained any land related to the covenant." Resp. Br., p. 7. Pulver undercuts this argument because that grantor no longer owned property within the subdivision. Id. at 99. Assuming, *arguendo*, that retention of land is necessary, Calabrese ignores that the deed reserves to Scovill Manufacturing an easement to use the land as a dump until June 30, 1974. Deed, p. 2 (SMF Tab 3). None of Calabrese's claims are based on conduct occurring after June 30, 1974. See SMF ¶ 33. The covenant in the deed language was for the benefit of Scovill Manufacturing's use of its easement in that property and, therefore, runs with the land.

Even if it does not run with the land, the covenant binds Calabrese as a successor in title because it was recorded, which establishes constructive knowledge of its terms. See Mem., pp. 13-17. Calabrese failed to respond to this argument and the Court should deem it unopposed.

C. Calabrese has not incurred any "response costs."

Calabrese admits that without response costs recoverable under CERCLA, all of his CERCLA claims fail as a matter of law. Resp. Br., p. 13; see Mem., pp. 25-28. As the United

States Supreme Court has made clear, litigation-related attorneys' fees and expert costs are not recoverable under CERCLA and are not sufficient to maintain a CERCLA claim. Key Tronic Corp. v. United States, 511 U.S. 809, 819, 114 S.Ct. 1960, 1967 (1994). Calabrese's only response is that his "response costs at a minimum include that portion of his expert's and attorney's fees attributable to identifying potentially responsible parties" ("PRPs") and that the exact amount is a genuine issue of fact. Resp. Br., p. 13.

First, Calabrese provides no evidentiary support for this conclusory statement, which is wholly inadequate to carry his burden to set forth "specific facts" to establish a genuine issue of fact for trial. Fed. R. Civ. P. 56(e). Summary judgment is compelled on this basis alone.

Second, Calabrese offers no evidence that the alleged costs were consistent with the National Contingency Plan, a required *prima facie* element of his CERCLA case. Bedford Affiliates v. Sills, 156 F.3d 416, 430 (2d Cir. 1998); see Mem., p. 25.

Finally, these conclusory assertions are false. It is undisputed that in 1990 Calabrese informed EPA of his belief that Scovill had used the property as an industrial waste site and was responsible for disposal of PCBs. SMF ¶ 46. Thus, Calabrese believed Scovill was a PRP from the beginning and incurred no recoverable expense to identify it. Nor can he argue that he incurred any expense in identifying Saltire, for he only amended his complaint to add Saltire after counsel for these defendants told counsel for Calabrese that Saltire was the true successor and provided documentation. Finally, none of Calabrese's expert expenses can be attributable to identifying PRPs because he retained his expert in February 2000, Heidtman Dep., pp. 258-59, Ex. 11, after filing the First Amended Complaint naming all of the present defendants. Calabrese's attorneys' fees and expert expenses are litigation-related and are not "response costs," Key Tronic, 511 U.S. at 819, compelling summary judgment on all CERCLA claims.

D. All of Calabrese's claims arose no later than 1989.

Calabrese incredibly claims that his claims arose in January 1998. Resp. Br., pp. 7-9, 13. Arguing that, "[h]e believed he could complete the required work, would have no further obligations with respect to remediating or investigating the property, and would be able to go forward with his planned construction," Resp. Br., p. 8, the very testimony he cites reveals exactly the opposite:

> A: So now I say, "Okay are we all set now?" "Oh, no, we've got to do further testing." I said, "Wait a minute, where do we stop? Could anybody say, 'Do this', and you're finished?" No one would give me that answer, they just said, No, you do this and then we'll tell you after. And I started talking to different people around, and the way this thing goes is you do this, fine; okay, do further testing; do this, fine, and I would have been going on and on.

Calabrese Dep., pp. 83-84. Furthermore, although he now argues that he "executed a Consent Order with the US EPA which, again, <u>he thought would constitute a final resolution</u> of the issue," Resp. Br., p. 8 (emphasis added), the Consent Order clearly informed him otherwise: "Respondents are not deemed in full compliance with the Order until all required actions have been completed as approved by DEP, and <u>until all soil, surface water and ground water contamination on or emanating from the site have been abated to DEP's satisfaction</u>." Consent Order, p. 5 (attached to Resp. Br. as Ex. 3). The Consent Order also made clear that "EPA reserves its right to institute further administrative penalty proceedings" and "reserves its criminal and other civil enforcement authorities." Consent Order, pp. 6-7. DEP and EPA never told Calabrese that contamination was abated, that he had no further obligations, and that he could continue construction. On the contrary, investigation at the site continued and still continues. What Calabrese believed would happen is irrelevant because the test of Conn. Gen. Stat. § 52-577c(b) is subjective – running from the date the injury <u>should have been</u> discovered.

1. The statute of limitations bars all of Calabrese's state law claims.

Calabrese admits that he was aware of PCB contamination on the property by early 1989, SMF ¶ 37, that in 1989 he, on behalf of his company, had his own environmental consultants conduct testing and prepare a report of contamination, SMF ¶ 48, and that he informed EPA in 1990 of his belief that Scovill was responsible for the contamination, SMF ¶ 46. Thus, as of 1990, Calabrese had "knowledge of facts which would put a reasonable person on notice . . . that it was injured and that the injury was caused by the wrongful conduct of another." Armotek Industries, Inc. v. Freedman, 790 F. Supp. 383, 393 (D. Conn. 1992) (quoting Catz v. Rubenstein, 201 Conn. 39, 47, 513 A.2d 98 (1986)). Just as in Armotek, in which the Court found the plaintiff's claims barred by the statute of limitation in CGS § 52-577c, Calabrese was "indisputably aware" by 1990 of facts from which "reasonable investigation would have lead to the discovery of all of the elements of the claims asserted." Id. at 394.

Calabrese offers only that in 1998 he developed a "new understanding of the depth of the problem." Resp. Br., p. 8. Connecticut law is clear, however, that the plaintiff's injury need not have reached its "fullest manifestation" for the statute of limitation to begin running. Burns v. Hartford Hospital, 192 Conn. 451, 460, 472 A.2d 1257, 1261 (Conn. 1984) (interpreting a similar discovery provision in Conn. Gen. Stat. § 52-584); see Mem., pp. 31-32. Calabrese need not know the nature or extent of contamination to begin running the statute of limitation, which already began running when Calabrese knew the fact of contamination and had reason to believe it caused by the wrongful conduct of another. Calabrese's claims arose no later than 1990 and he knew, or in the exercise of reasonable care should have known, of these claims at that time.

2. Calabrese lacks standing.

Calabrese admits that "[c]laims that accrued prior to bankruptcy belong to the Trustee."

Resp. Br., p. 7. Because his present claims arose by 1990, prior to his 1994 bankruptcy, any claims that still exist belong to the bankruptcy trustee and Calabrese lacks standing.

E. There is no evidence that these defendants disposed of hazardous substances at the property.

The only "evidence" Calabrese offers that these defendants disposed of hazardous waste is (1) that Scovill Manufacturing owned the property and disposed of other material there; (2) his own recollection that this included brass; (3) that it demolished and renovated facilities; (4) the Affidavit of Gerald Bousquet; and (5) the opinion of his litigation expert. Resp. Br., pp. 11-12.

Of course, that Scovill Manufacturing owned the property and disposed of some material there does nothing to support Calabrese's claim that it disposed of hazardous substances.[3] Nor does the mere fact that Scovill Manufacturing demolished or renovated buildings in Waterbury.

Even assuming that Scovill Manufacturing disposed of brass at the property, brass is not a hazardous substance by virtue of its constituent components. The term "hazardous substance" as defined in CERCLA is specific and exclusionary – substances not included in the definition are not "hazardous substances." Brass is not included in any of the categories set forth in the definition and, therefore, is not a hazardous substance. See 42 U.S.C. § 9601(14).

Bousquet does not support Calabrese's claim. He merely says that Scovill Manufacturing had capacitors in its facility and, 30 years later, identifies photographs as "the same type of capacitor." Nov. 22, 2000 Bousquet Aff., ¶ 16. Not only does this not establish that the capacitors found came from the Scovill Manufacturing facility, it does not create a triable issue

[3] Calabrese makes yet another misstatement when he asserts that Scovill Manufacturing Company "continued to dispose of waste there until June 30, 1974," citing these defendants' own SMF. Resp. Br., p. 12. In fact, there is no evidence that Scovill Manufacturing Company actually "continued to dispose" of anything until that time, only that it had the right to do so.

of fact as to who disposed of capacitors and when. The very same capacitors were found in the same plant after Scovill Manufacturing sold the facility to Century Brass Products, Inc. ("Century Brass"). December 13, 2000 Affidavit of Gerald Bousquet, attached hereto at Tab 1, ¶ 5.

Bousquet also states that "it was my understanding that barrels of sludge and other waste solutions were being regularly removed from the Scovill plant and I understood that some of these barrels were being disposed of at the Scovill Landfill on Store Avenue." Nov. 22, 2000 Bousquet Aff., ¶ 17. This fails the requirement of Rule 56(e) that "[s]upporting and opposing affidavits shall be made on personal knowledge [and] shall set forth such facts as would be admissible in evidence." In fact, Bousquet confirms that he was not personally involved with electrical equipment maintenance and has no personal knowledge of the disposal of capacitors, barrels of sludge, waste solutions, or industrial waste. Dec. 13, 2000 Bousquet Aff., ¶ 6. Bousquet lacks personal knowledge of the removal and disposal of waste and the Court should exclude paragraph 17 of his November 22, 2000 affidavit.[4]

Finally, Calabrese relies on the opinion of his litigation expert, who is not able to say who disposed of anything or where it came from, opining only that landfilling occurred prior to April 10, 1975 and that the capacitors found were deposited contemporaneously with other landfilled material. These defendants have moved to exclude this testimony on a number of grounds.

Calabrese's "evidence" is no more than the mere "scintilla" insufficient to discharge his burden. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 252, 106 S.Ct. 2505, 2512 (1986).

---

[4] Bousquet also confirms that Robert Weber, his immediate supervisor, would be in a better position to know about disposal of wastes and about any disposal at the Store Avenue Property. Dec. 13, 2000 Bousquet Aff., ¶¶ 7, 8, 9. Weber does not recall any such materials being disposed at the Store Avenue Property. See Mem., p. 23; Weber Dep., p. 33, 39-40 (SMF at Tab 28).

F. Scovill Fasteners separately is entitled to summary judgment on all claims.

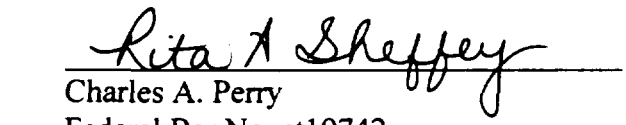
Faced with detailed factual support that Scovill Fasteners did not succeed to the liabilities of Scovill Manufacturing, Mem., pp. 3-5, Calabrese states that "Scovill Fasteners is a corporate successor to Scovill Manufacturing" and attaches some Scovill Fasteners marketing material.[5] Resp. Br., p. 9. Because Calabrese failed to carry his burden to set forth specific facts to show a genuine issue for trial, Fed. R. Civ. P. 56(e), Scovill Fasteners is entitled to summary judgment.

These defendants also pointed out a lack of evidence that the Apparel Fasteners Division of Scovill Manufacturing ever owned, operated, disposed or arranged for disposal of material, or otherwise had any connection with the Store Avenue Property. Mem., p. 38. Without citing any support, Calabrese apparently argues that each individual division of Scovill Manufacturing is responsible for all liabilities of the entire company. Saltire is the legal successor to Scovill Manufacturing and, therefore, Scovill Fasteners separately is entitled to summary judgment.

Conclusion

For all of the foregoing reasons, Saltire and Scovill Fasteners request that the Court grant their Motion for Summary Judgment as to all Counts of the First Amended Complaint.

Respectfully submitted this 20th day of December, 2000.



Charles A. Perry
Federal Bar No. ct19742
Rita A. Sheffey
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[5] Although Calabrese focuses his attention on Saltire's indemnification obligation to Scovill Fasteners, these defendants do not rely on this as a basis for summary judgment. The operative fact is that Scovill Fasteners did not assume this liability and, therefore, is not the legal successor to Scovill Manufacturing Company. The reference to indemnification also points out that these defendants' representation by common counsel in this litigation is a result of this obligation and not of any remaining connection between these two separate corporate entities.

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Attorneys for Saltire Industrial, Inc.
and Scovill Fasteners, Inc.

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

JOSEPH CALABRESE, SR.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 398 CV 01603 (GLG)
	)	
RAYMOND F. McHUGH, JR., as Executor for the Estate of Raymond McHugh, SCOVILL FASTENERS, INC., and SALTIRE INDUSTRIAL, INC.,	)	
	)	
Defendants.	)	December 20, 2000

CERTIFICATE SERVICE

The undersigned certifies that true and correct copies of **SALTIRE INDUSTRIAL, INC.'S AND SCOVILL FASTENERS, INC.'S REPLY MEMORANDUM IN SUPPORT OF THEIR MOTION FOR SUMMARY JUDGMENT** was served this day by Federal Express, next business day delivery, postage prepaid, upon the following:

Nicholas J. Harding, Esq.
Mary A. McQueeney, Esq.
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One State Street
Hartford, CT 06103

Attorneys for Defendant Raymond F. McHugh, Jr. as Executor of the Estate of Raymond F. McHugh

This 19th day of December, 2000.

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UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

JOSEPH CALABRESE, SR.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 398 CV 01603 (GLG)
	)	
RAYMOND F. McHUGH, JR., as Executor for the Estate of Raymond McHugh, SCOVILL FASTENERS, INC., and SALTIRE INDUSTRIAL, INC.,	)	
	)	
Defendants.	)	December 13, 2000

AFFIDAVIT OF GERALD BOUSQUET

STATE OF CONNECTICUT)
) SS WATERBURY
COUNTY OF NEW HAVEN)

Personally appeared before the undersigned officer duly authorized to administer oaths, Gerald Bousquet who, being duly sworn, deposes and says:

1. My name is Gerald Bousquet. I am over the age of 18 years, believe in the obligation of an oath, and am competent in all respects to testify.

2. The information stated herein is based on my personal knowledge and belief and is true to the best of my knowledge and belief.

3. I worked for Scovill Manufacturing Company in Waterbury, Connectucit from 1947 until 1952 and then again from 1955 until Century Brass Products, Inc. ("Century Brass") acquired Scovill Manufacturing Company's Waterbury, Connecticut facilities in 1976.

4. I was employed by Century Brass AND its successors from 1976 until my retirement in 1992

5. The type of capacitors that I refer to in my November 22, 2000 affidavit as being in the "Scovill plant" also were present in the same plant during the time that the plant was owned by Century Brass and I was employed by Century Brass.

6. During the time I was employed by Scovill Manufacturing Company, I was not personally involved with electrical equipment maintenance, the disposal of capacitors, barrels of sludge, waste solutions, or industrial waste and have no personal knowledge of any disposal of those items.

7. During the time I was employed by Scovill Manufacturing Company, Bob Weber was my immediate supervisor. Mr. Weber was in charge of waste disposal activities and electrical maintenance.

8. As between the two of us, Mr. Weber would be in a better position than I would to know about any disposal of capacitors, barrels of sludge, waste solutions, and industrial waste.

9. As between the two of us, , Mr. Weber would be in a better position than I would to know about any disposal or dumping at the Scovill Landfill on Store Avenue in Waterbury, Connecticut.

This 13 day of December, 2000.

Gerald Bousquet

Sworn to and subscribed before me
this 13 day of December, 2000.

Notary Public

My commission expires: 10/31/03

1 UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT
2
3 * * * * * * * * * * * * * * *
*
4 JOSEPH CALABRESE, SR., *
PLAINTIFF, *
5 * CIVIL ACTION NO.
VS. * 398 CV 01603 (GLG)
6 *
RAYMOND F. McHUGH, JR., as *
7 Executor for the Estate of *
RAYMOND McHUGH, *
8 SCOVILL FASTENERS, INC. and *
SALTIRE INDUSTRIAL, INC., *
9 DEFENDANTS. *
*
10 * * * * * * * * * * * * * * *
11
12

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13 DEPOSITION OF: ROBERT C. WEBER

14
15
16 Taken before Ann W. Friedman,
Licensed Shorthand Reporter, No. 91, and
17 Notary Public, in and for the State of
Connecticut, pursuant to the Federal Rules of
18 Civil Procedure, at the law offices of
Kosloff & Harding, 28 North Main Street,
19 Suite 203, West Hartford, Connecticut, on
March 30, 2000, commencing at 8:50 a.m.
20
21
22
23 SMITH REPORTERS, INCORPORATED
Post Office Box 154
24 Bristol, CT 06011-0154
(860) 585-0764
25 FAX: (860) 585-6341

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Hartford, CT 06103
Representing the Defendant
Saltire Industrial, Inc.

STIPULATIONS

IT IS STIPULATED by the attorneys for the Plaintiff and the Defendants that each party reserves the right to make specific objections in open Court to each and every question asked and the answers given thereto by the witness, reserving the right to move to strike out where applicable, except as to such objections as are directed to the form of the question.

IT IS STIPULATED and agreed between counsel for the parties that the proof of the authority of the Notary Public before whom this deposition is taken is waived.

IT IS FURTHER STIPULATED and agreed that the reading and signing of this deposition are not waived and any defects in the notice are waived.

MR. HARDING: Are we going to continue with the stipulations we have made in this case so far?
MR. PERRY: Yes, that's fine.
MR. TIGHE: Yes.
MR. HARDING: So we can dispense with all those.

ROBERT C. WEBER,
having first been duly sworn, was examined and testified as follows:

DIRECT EXAMINATION BY MR. HARDING

Q Sir, what is your name, please?
A Robert C. Weber - W-e-b-e-r.
MR. HARDING: Ask you to mark this as Exhibit 1.

(Plaintiff's Exhibit No. 1, subpoena, marked for identification.)

BY MR. HARDING:
Q Mr. Weber, I will show you what has been

marked as Exhibit 1. Can you identify that, please?
A Identify it?
Q Yes.
A Yes. It's what you sent me.
Q It's a subpoena duces tecum that was served upon you by the sheriff; is that correct?
A Right.
Q There's a schedule attached to the subpoena duces tecum that calls for you to produce documents. Do you have any of those documents in your custody or possession?
A No, I don't have any documents.
Q So you brought no documents with you today?
A No.
MR. PERRY: Let me state for purposes of the record, my name is Charles Perry and I'm representing Mr. Weber for the purposes of this deposition.
BY MR. HARDING:
Q Mr. Weber, when did you retain Mr. Perry?
A I never did. I didn't retain him.
Q So you didn't know Mr. Perry was your lawyer before today?
A Oh. Yes. They contacted me.

Q They contacted you?
A Yes.
Q They solicited your business?
A My business?
Q Are you paying them?
A No.
Q Are you paying Mr. Perry?
MR. PERRY: Objection.
BY MR. HARDING:
Q You can answer the question, sir.
A No.
Q All right. Do you know who's paying them?
A I assumed that Scovill was.
Q All right. Sir, I notice that you have an address in Woodbridge, Connecticut?
A Woodbury.
Q How long have you lived in Woodbury?
A Since 1953.
Q You worked for Scovill?
A I worked for Scovill starting in September of 1953.
Q Where did you live before September of 1953?
A I'm trying to think now. I did live in East Morris, which is an outskirt of Waterbury, too, for about a year.

Q Where did you grow up, sir?
A Schenectady, New York.
Q When did you come to Connecticut?
A In September. Around September or October of '52, I guess.
Q What brought you to Connecticut in September or October of '52?
A After college, I went to work out at the Grand Coolie Dam in Washington, and after that I worked for Morris and Knudsen and went to Wenatchee, Washington, and built a plant for ALCOA, their bauxite reduction, and our first son was born there. And Morris and Knudsen wanted to send me up to British Columbia, from Kitimat to Camano, and the whole thing was being put in by helicopter. And, being the boss, I'd be in a helicopter all the time and helicopters didn't even go through Vietnam then. They were not that reliable.
Q In the early '50s, they were not exciting aircraft?
A No.
MR. PERRY: Well, they might have been exciting.
MR. HARDING: They might have been

exciting.
A There were no roads into this area. It was wilderness all the way through there, and men dropped in compressors by helicopter, they dropped in concrete by helicopter, the tower was going to be dropped by helicopter. We had to put up the wire by helicopter, and I said, no, that's not for me.
BY MR. HARDING:
Q They weren't paying enough for you to do that?
A They paid me very good. I couldn't get that kind of pay when I came back East. In those days when you graduated from engineering school, you started out at $2500 a year.
Q You graduated from engineering school?
A Yes.
Q Which engineering school did you graduate from?
A M.I.T.
Q When did you graduate from M.I.T.?
A 1950.
Q With a degree in?
A Mechanical engineering, with a lot of civil things too.
Q And so what was the name of this project in

British Columbia?
A Well, it was run by Morris and Knudsen. They had a partner. I think it may have been Peter Dewitt.
Q But the name of the project was what? Do you recall the name of the line?
A The official name, I'm not sure. What they did is they dammed up a river that flowed to the east of the mountains, made it go down the west side of the mountains into a powerhouse and built a big powerhouse there. This was not too far up from Vancouver. After they built this powerhouse, they had to put distribution lines in, and that was going to be my job, putting in distribution lines all the way from there to Alaska through the wilderness.
Q Did the project ever get completed?
A Yeah. Yeah, it's a famous one.
Q But you didn't work on that project?
A I didn't work on that project.
Q What did you do for work after you declined that job?
A They offered me three or four different jobs. By this time, I was back East looking for

1 work. And I went to General Electric because
2 a number of my family members, including my
3 brother, worked at General Electric.
4 Q Anybody from Schenectady would look for --
5 A That was all General Electric. That was
6 headquarters; that was everything in my day
7 growing up. It was the seat of engineering
8 for the country. That's where engineering was
9 credited as being founded, in Schenectady.
10 Q I grew up next to the Menlo Park GE facility
11 in Ohio, and people there thought that was the
12 seat of engineering for the country; where
13 engineering was founded.
14 A Thomas Edison lived in Port Huron or somewhere
15 for a while, but Schenectady was his
16 headquarters.
17 Q Absolutely.
18 A Where were we?
19 Q You were talking about looking back East for
20 work.
21 A I rowed oars in college. My crew coach was a
22 placement officer at the Institute, so I wrote
23 him a personal letter telling him that I was
24 thinking about changing jobs and if I came
25 back -- I was really gone on vacation. It was

1 the first vacation I had had in two years. So
2 I thought I would look around. I stopped in
3 at G.E. and they brought out the sheet and
4 said, "You're so many years out of school,"
5 and this and this and this. "This is what you
6 get by the chart." And I said, "Forget it"
7 because they didn't take into consideration
8 any experience or anything else.
9 So I sent that letter off to my coach,
10 and he handed it to a fellow by the name of
11 Dubois, who was a recruiting officer for
12 Scovill who happened to be sitting in his
13 office when he got the letter, and immediately
14 they got ahold of me and put a lot of pressure
15 on me to come down and interview and this and
16 that and the other thing. I looked at Scovill
17 and looked at Waterbury and said, "This is not
18 for me. I don't want this place, but I'll
19 interview." So I interviewed and they
20 decided -- well, they made me a lot of
21 promises. They told me they would grow me for
22 engineering manager of a plant. It was
23 20 years before they made me engineering
24 manager, but the promise and the carrot were
25 always there.

1 And my second boy was born in Waterbury
2 with a lot, a lot of physical problems like
3 you wouldn't believe. He's had some 17, 18
4 operations, major operations, his complete
5 face rebuilt. Most recently, he had a kidney
6 transplant. And, I will say, Scovill took
7 good care of me there. I had a secure job. I
8 always had the promises. And I got raises,
9 but it wasn't a place that I should have
10 stayed if I wanted to advance, you know, but
11 my third boy was born there also, and that's
12 how life goes.
13 Q Sure. How long did you work at Scovill?
14 A Twenty-five years. I worked for Century for a
15 couple of years. When I left Century, I went
16 to a plant called Mirror Polish and Replating
17 in Waterbury for two years. It was a
18 tremendous reduction in pay, but I had some
19 pretty good perks that went with it. And I
20 was sort of their maintenance and engineering
21 leader for the plant, even though it was very
22 small. We only had half a dozen guys in the
23 maintenance group; Scovill had 240.
24 Q Sure.
25 A In the meantime, my boy was at Taft in

1 Watertown for two more years, in high school,
2 so I didn't really want to move out of the
3 area. So as soon as he was out of high
4 school, I was pushing resumes out and what
5 have you, and I went to work at Serrot Brass
6 in Belmont, Pennsylvania, for about three
7 months. In the meantime, Serrot Brass was now
8 owned by Atlantic Richfield and they called it
9 ARCO Metals eventually, and they put the
10 pressure on me to come down there and be the
11 engineering manager for their plant in
12 Ansonia. They had one in Ansonia and one in
13 Waterbury. It's called Ansonia Copper and
14 Brass now. They're no longer affiliated with
15 ARCO. They made me an offer I couldn't
16 refuse, so I came back up. I was just ready
17 to buy a house down in Pennsylvania too.
18 Q So do you still work there?
19 A Well, I worked there for 15 years, till I was
20 69. And then I still do a little consulting
21 and so forth in extrusion presses.
22 Q Do you consult with them or --
23 A No, on my own. I really work with a plant
24 that services extrusion presses and that
25 serviced ours down in Ansonia and Waterbury.

They make containers, re-lined containers, and make the tooling and repair parts, set up presses and move presses and so forth.

Q During the time you worked for Scovill, where did you keep your office?

A All over the plant in those years. In 25 years, there wasn't a place in Scovill I didn't know, from the pits of the cellars to the roofs. I had responsibility for everything eventually. The manufacturing -- I started out and I was the engineer for the manufacturing area, which was everything in the west plant.

Q Everything in the which plant?

A West plant. The west plant was, I guess you'd call it, west or south of Hamilton Avenue. Hamilton Avenue was the dividing line between the west plant and the east plant. The east plant was the mills, in general; there was some plants for manufacturing. And on the other side was called the manufacturing area, although the wire mill was on that side too, which was part of the mill. The main mills were in the east plant and the main manufacturing was in the west plant. But the

responsibilities for engineering maintenance, whatever, was the entire facility.

Q So you oversaw the maintenance of the entire facility?

A In the end. I was made engineering manager, finally, in about 1970, I guess.

Q Okay. So in the '50s, what sort of work did you do for Scovill?

A The first three years, I was in charge of all equipment in the manufacturing area, and I had a lot to do with the buildings and systems too at the time in the manufacturing area.

Q When you say building and systems, you mean things like electrical systems, plumbing systems?

MR. PERRY: Objection as to form.

A Floors. Roofs.

BY MR. HARDING:

Q All right.

A Windows, brick siding, roadways.

Q All right.

A Whatever happened, you know . . .

Q Presses?

MR. PERRY: Objection as to form. You can answer.

BY MR. HARDING:

Q You can answer the question.

A When he objects --

Q When he objects, generally speaking, he's preserving an objection for the judge to rule on at another time. If there comes a time when he has an objection and he thinks you shouldn't answer the question, he will tell you, "Don't answer the question." But if he doesn't make the objection on the record, he will have waived the right to make the objection.

A I see.

Q So the purpose of him objecting --

A Doesn't mean I can't answer.

Q It doesn't mean you can't answer.

MR. PERRY: If I tell you, instruct you not to answer, then you won't answer. You can answer unless I tell you otherwise.

A What was the question again?

BY MR. HARDING:

Q Presses. I asked you about presses. You had told me that you were responsible for floors, systems . . .

MR. PERRY: Objection as to form. Go ahead.

A There's all kinds of presses. The presses that I consult on now are large extrusion presses where you take hot metal and put that in the press and push it out through a die. There's stamping presses, there's clipping presses, there's every kind of press.

BY MR. HARDING:

Q Did Scovill on the factory floor have presses?

A All kinds.

Q Did you have responsibility for maintenance or overseeing any of those presses?

A Sure.

Q All of them?

A In the beginning, just in the manufacturing area, which wasn't any big extrusion presses because they're all in the mill. But, yes, all equipment.

Q All equipment.

A In the manufacturing area.

Q Did you have any responsibilities for overseeing the disposal of waste?

A Not at that time. When I became engineering manager, it was my responsibility.

1 Q When did you become engineering manager?
2 A 1970; around there.
3 MR. PERRY: Just for the record, when
4 you're referring to "Scovill" in this
5 case, you're referring to what company,
6 please, for purposes of the record for
7 clarification? I'm asking you.
8 BY MR. HARDING:
9 Q Sir, who did you work for?
10 A Scovill. And then my last years -- see,
11 Scovill was sold to Century in '76. I worked
12 for Century for two years.
13 Q Do you know a distinction between Scovill and
14 Scovill Fasteners?
15 A Sure.
16 Q Did you work for Scovill Fasteners?
17 A Well, I have to explain to you --
18 Q Please.
19 A -- what Scovill Fasteners was, I guess.
20 Q Okay. All right.
21 A See, Scovill Fasteners, we built a building
22 special for them, the 154 building just coming
23 off of Hamilton Avenue. A big, new, fancy
24 building.
25 MR. PERRY: Just as a matter of form,

1 why don't you let Mr. Harding ask you
2 questions and you can answer those
3 questions.
4 MR. HARDING: I'm going to object to
5 your coaching the witness.
6 MR. PERRY: I'm not coaching the
7 witness. I am asking him to wait for you
8 to ask a question and answer that
9 question.
10 MR. HARDING: He's answering the
11 questions just fine.
12 BY MR. HARDING:
13 Q Tell me about the 154 building.
14 MR. PERRY: Objection as to form.
15 You can answer the question.
16 BY MR. HARDING:
17 Q You can answer the question.
18 A We built the building special for the fastener
19 division. I can't tell you what year. This
20 is long before Century. It was probably maybe
21 even before I was engineering manager. Even
22 when I wasn't engineering manager, I still
23 dealt with all the same people and all this
24 because I was like second in command. And
25 after my first three years, I was put out into

1 the mills.
2 Q You were second in command to whom?
3 A Tom Colina.
4 Q Is Tom alive today?
5 A No. C-o-l-i-n-a.
6 Q C-o-l --
7 A -- i-n-a.
8 MR. PERRY: There's not a question on
9 the floor, I don't believe.
10 MR. HARDING: Yeah, there is.
11 MR. PERRY: Ask the court reporter to
12 read the question back, please.
13 MR. HARDING: He was explaining to me
14 about the 154 building.
15 BY MR. HARDING:
16 Q You were unclear as to the year in which it
17 was built?
18 A Yeah.
19 Q But it was built long before Century?
20 A Oh, yeah.
21 MR. PERRY: Objection as to form.
22 A Yes.
23 BY MR. HARDING:
24 Q Did your paycheck read "Scovill" or "Scovill.
25 Fasteners"?

1 A Scovill.
2 Q And so from 1953 until the time the business
3 was sold to Century, you worked for Scovill?
4 A Yes. What I was trying to tell you was that
5 when Scovill Fasteners was in Waterbury, we
6 still -- we maintained that building and we
7 did all the work for them just like they were
8 anybody else in the plant.
9 Q Did there come a time when Scovill Fasteners
10 moved out of Waterbury?
11 A Yes.
12 Q When did they move out of Waterbury?
13 A I'm not sure. But it was the time that we got
14 the big, big contract for the fuses.
15 Q For which fuses?
16 MR. PERRY: Objection.
17 A This was for the Vietnam War, I guess.
18 BY MR. HARDING:
19 Q These are fuses for munitions?
20 A Yes.
21 MR. PERRY: Objection as to form.
22 BY MR. HARDING:
23 Q And these fuses were manufactured where?
24 A In that building.
25 Q In the 154 building in Waterbury?

A Right.
MR. PERRY: Objection as to form.
BY MR. HARDING:
Q That manufacturing was done by which entity; do you know?
A By the manufacturing division.
Q Of Scovill?
A Yeah.
Q Okay. These fuses were for artillery pieces?
MR. PERRY: Objection as to form.
BY MR. HARDING:
Q Do you know what the fuses were for?
A I think they were dispersal fuses, but I'm not sure. I had nothing to do with building fuses. I maintained the machinery and so forth.
Q Did there come a time when you had a responsibility for waste disposal?
A I guess you could say that I always had some sort of connection with it when I was there. Because in Scovill, most of the waste disposal was handled either through -- by two facets. Either through the yard maintenance group, which did most of it, or through transportation. Out of transportation, you

just got a truck assigned to you for a day that was to take out stuff. Now, that disposal was mostly from the work that the yard maintenance people were doing.
Q Were the yard maintenance -- was the yard maintenance group part of the group of people you oversaw?
A Yes.
Q Did they have responsibility for removing waste from manufacturing operations from the facility?
A No.
Q Who had responsibility for that?
A I don't know for sure what that was. They arranged it through purchasing or they arranged it through -- they handled that themselves.
Q Who handled that themselves?
A Each department would handle that through some other area. I didn't have any responsibility for that.
Q So somebody in manufacturing would have disposed of the waste from the manufacturing operations?
MR. PERRY: Objection as to form.

You may answer the question, if you know.
A I don't know.
BY MR. HARDING:
Q Who would know?
A I really don't know. You know, the only reason I hesitate is because it depends on what kind of waste you're talking about really. If you're talking about the paper and all that sort of thing, yeah, that was collected in-plant by in-plant people and went out to the incinerator out on Silver Street; all kinds of cardboard and paper and that sort of thing. Clean fill - stuff that the yard department had from building foundations or repairing floors and so forth - would go to the landfill.
Q Which landfill?
A Mainly we used that landfill on Store Avenue.
Q Was there ever a time when roofs were redone at the plant?
A Yes. Did the entire mill one time.
Q Did that involve the scraping of the roof or the replacement of the surface of the roof?
A Yes.
Q And the waste from that would have gone to

Store Avenue?
MR. PERRY: Objection as to form.
You may answer the question, if you know.
THE WITNESS: I may answer it?
MR. PERRY: You may answer it, if you know the answer.
A I don't know for sure. But I can tell you that Cummings of Meriden did the roof work and they disposed of it all, and I don't know that they ever used that dump.
BY MR. HARDING:
Q What else went to the Store Avenue dump?
A Well, at least two, maybe three times while I was there, we would shut down in July for overhaul and we would draw down the pond at the powerhouse and we would clean out the silt and all that that would come down from the sand and gravel operations of somebody else up river that would settle in there because the water would get too shallow and get too warm. We'd have to clean that out so the water would stay cool because you needed cooler water for the powerhouse. And we would take that fill, which was mostly silt and gravel, and that would go to Store Avenue. But it was nice

clean fill.
Also, when we built that 154 building, before they could put in a foundation they had to take out a lot of depth of dirt in that area because it was not compacted and solid enough to build on and they brought in gravel and compacted it all, and a lot of that dirt could have gone out there too.
Q Was any ash generated at the plant?
A There was ash generated from the powerhouse. If it went out there, I didn't have control of that. I don't know that any ash went out there.
Q Who had oversight of the powerhouse?
MR. PERRY: Point of clarification, during what period?
BY MR. HARDING:
Q Who had control of the powerhouse at any time that you can recall?
A A fellow -- I'm trying to think. Stickney. A fellow by the name of Stickney. I think his first name is Charles.
Q Do you know if Mr. Stickney is still with us?
A I don't.
Q Do you know where he used to live?

A No.
Q Do you know if any metals were disposed of at the Store Avenue dump?
A Even before EPA or any of that, Scovill was always very conscious of environmental, even though they dumped waste into the river regularly - everybody did at that time as far as solutions went - but they never, to my knowledge, allowed metals, per se, to go out there. Of course, there was metal in the way of concrete rebar or anchor bolts or something like that that would go out there because they would be in the concrete.
But to actually dump metal out there, all the metal was taken up to the east yard, way out where the big pile of sludge is now. And every few years we would go through that and ship out all the scrap metal. There was a lot of metal reused. If there were decent beams or something, we always found use for them even though it was just anchor bolts to stop chitneys (phonetic) from getting into things.
Q Do you recall personally going out to the Store Avenue property?
A Oh, yeah.

Q How often would you go out there?
A Usually on a neighbor complaint of paper flying around. It wasn't because we dumped paper there, it was because other people dumped paper and stuff there.
Q Did Scovill maintain a fence around the Store Avenue dump?
A Only posts and chains in the trees in the early days. When they started building along there and property started to be sold, people could actually get into that property through the property we no longer owned, but we kept a chain across the entrance that we always used. And the rest of the area was kind of rough. In order to get in there, you had to have a truck or something that could get through the area.
Q Do you recall a time when Scovill decommissioned the powerhouse?
A Scovill never decommissioned a powerhouse.
Q Is it still in operation today?
A The whole place is gone now. Everything's gone. Haven't been down there? There's a few things there, though, yet. But that was decommissioned well after Century had it.

Q Do you recall a time when the powerhouse was rebuilt?
A Rebuilt in what way?
Q Just, let's say, in terms of general maintenance in terms of replacing the roof.
MR. PERRY: Objection as to form. You may answer the question, if you remember.
A I don't recall that there was ever any major re-build of the place.
BY MR. HARDING:
Q Do you recall being involved in any way with any rehabilitation or building at the powerhouse?
A No.
Q Who would have been in charge of that from the engineering staff?
A The fellow I told you, Charlie Stickney, would have run everything there. He would have reported directly to Tom Colina. That was an area that was his sanctuary; nobody had anything to say about the powerhouse except Charlie Stickney to Tom Colina.
Q When did Tom Colina stop being the head man?
A In his mind, never.

1 Q Okay.
2 A Because even though he was set aside and I was
3 put in charge, he still worked on, and he even
4 worked in the Century time, I think. He may
5 have died before that; I'm not sure. But he
6 was given the task of coordinating Route 84
7 through Scovill. They took buildings and they
8 took land and they took our main steam line
9 area running down from the powerhouse into the
10 west plant and they disrupted everything.
11 MR. PERRY: I would caution the
12 witness to wait until there's a question.
13 MR. HARDING: That is an
14 inappropriate instruction to put on the
15 record.
16 MR. PERRY: I just want you to ask a
17 question.
18 MR. HARDING: That is an
19 inappropriate instruction. I object to
20 you putting that instruction on the
21 record. The witness is being responsive
22 to my questions.
23 BY MR. HARDING:
24 Q Was there ever a time when Charles Stickney
25 reported to you?

1 A No.
2 Q What were your functions at Century Brass?
3 A Maintenance and engineering manager.
4 Q You continued to have the same functions that
5 you had for Scovill?
6 A Yes.
7 Q Did Charles Stickney report to you at that
8 time?
9 A No.
10 Q Are you familiar with the use of capacitors?
11 A Yes.
12 Q Where did Scovill use capacitors?
13 A The only capacitors of any size that I know of
14 were used on extrusion presses to heat billets
15 and megathermic --
16 THE COURT REPORTER: I'm sorry. What
17 was that?
18 A Billets - b-i-l-l-e-t-s. It's a slug of metal
19 that they were going to put in induction
20 furnaces, Ajax induction furnaces.
21 MR. PERRY: You may also want to
22 spell megathermic for the court reporter.
23 A Just like it sounds. M-e-g-a-t-h-e-r-m-i-c.
24 BY MR. HARDING:
25 Q We'll let her ask you for the spellings.

1 She's very good at that.
2 Capacitors are used on -- what did you
3 call the equipment?
4 A They're induction heating furnaces. The metal
5 is heated by electrical induction.
6 Q What years were those -- do you recall what
7 years those capacitors were used?
8 A Every year I was ever there.
9 Q Did you have any maintenance responsibility
10 with respect to the induction heating
11 furnaces?
12 A Yes.
13 Q Was there a time when capacitors were replaced
14 on the induction heating furnaces?
15 A No.
16 Q Was there a time when any maintenance was done
17 on the capacitors?
18 A There may have been, but capacitors,
19 transformers, need very, very little
20 maintenance, maybe a change of oil if the
21 dialectics get too high or something, and that
22 work was done by General Electric, the shop
23 out of Southington who's now closed, no longer
24 there.
25 Q Was there a contact at the GE Southington

1 plant?
2 A Yes, but I can't think of his name now. It's
3 been so long. I forget because they used to
4 rebuild the coils for these furnaces and all
5 for us. Anyhow, if they did work and they
6 changed oil, they were responsible for it.
7 They would take the oil away.
8 Q But you wouldn't know whether they took it to
9 Store Avenue or some other site?
10 A They definitely wouldn't take it to Store
11 Avenue.
12 Q How do you know that?
13 A Because they weren't allowed to dump anything
14 in our place. I think Pittsfield got it and
15 that's where they're having their problems
16 now. I think anyway. I shouldn't even say
17 that, but . . .
18 Q Do you recall any capacitors being disposed of
19 at the Store Avenue property?
20 A No.
21 Q Was there an individual who reported to you
22 who was in charge of the Store Avenue
23 property?
24 A In charge like what?
25 Q Well, was there an individual whose primary

1 responsibility was to oversee what went to the
2 dump and how the dump operated and how it ran?
3 A No.
4 Q Was there a group of people who oversaw it?
5 A Yeah, including myself.
6 Q All right.
7 A Yes, I mean. Pardon me.
8 Q Did the operation of the dump include the
9 cover of the working phase of the dump from
10 time to time?
11 A Yes.
12 Q And that was done with a bulldozer?
13 A We would bring a bulldozer out there, yes.
14 Q Who would have been the bulldozer operator?
15 A One of the fellows in the yard. It depends.
16 In the maintenance yard group.
17 Q Well, would you consistently use the same
18 person in the yard maintenance group?
19 A Not necessarily. There was more than one that
20 could drive the bulldozer.
21 Q Who was in charge of the yard maintenance
22 group?
23 A Most of my years Irving Dolittle, who's dead.
24 Q And who was his No. 2 man?
25 A A young fellow by the name of Tony. We

1 brought him over from Italy, actually. I
2 don't recall his last name, but he's dead too.
3 He'd probably only be in his late 50's now,
4 but he died at a young age.
5 Q Okay. Who else was on the yard maintenance
6 group?
7 A I couldn't tell you now.
8 Q How big was the group?
9 A Seven people, eight people. They're all long
10 Italian names. They were the best masons.
11 Q Was masonry disposed of at the Store Avenue
12 property?
13 A Yes.
14 Q How many trucks were in the transportation --
15 were held by the transportation group or
16 available from the transportation group?
17 A I don't know.
18 Q What color were the trucks?
19 A With Century or --
20 Q With Scovill.
21 A Scovill. Scovill had mostly, I think -- say
22 red, but they didn't have particular colors
23 like Century did. As soon as Century came in,
24 they wanted everything painted blue. I don't
25 think Scovill worried about the colors that

1 much, not for the plant trucks. Each
2 department would sort of pick out their own
3 truck, like the maintenance department, for a
4 particular purpose.
5 Q They'd pick out their own truck?
6 A Yes.
7 Q For Scovill?
8 A The foreman of the department would determine
9 what type of truck he needed and then he would
10 come to the head of maintenance and plead his
11 case for a new truck. But, I mean, whether it
12 was a dump truck, whether it was a five-ton
13 truck or three-ton truck or whether it was a
14 cab truck or whether it had a rack for
15 carrying pipe or an electrical truck or what
16 have you, every truck was different and colors
17 were different.
18 Q Okay.
19 A That were under maintenance, now.
20 Q They were under maintenance?
21 A Those are all maintenance trucks. The truck
22 we used in the yard department was a similar
23 idea.
24 Q So the maintenance section and the yard
25 department had their own truck?

1 A Yeah.
2 MR. PERRY: Objection as to form.
3 A They had a truck, but there were other
4 transportation trucks that didn't belong to
5 the maintenance group. I had no control over
6 those.
7 BY MR. HARDING:
8 Q All right.
9 MR. HARDING: No more questions.
10 MR. TIGHE: Okay.
11
12 CROSS-EXAMINATION BY MR. TIGHE
13
14 Q I know we were introduced before we went on
15 the record, Mr. Weber, but just to be on the
16 record, my name's Kevin Tighe. I'm an
17 attorney. I represent Raymond McHugh, Jr.,
18 who is the executor of his father's estate,
19 Raymond McHugh, Sr.
20 First, I'd like to ask: What was the
21 date when you stopped working for Scovill? I
22 don't think I got the exact date.
23 A When they sold to Century, it was about '76.
24 The reason I'm so fuzzy is it took us about
25 two years of negotiations with unions and

1 stuff to sell the plant. And the people that
2 bought it, Century, they were in and out
3 several different times bidding on the plant.
4 Q And you did not continue working for this
5 new --
6 A I did. I did continue working for them.
7 Q And how long did you work for Century?
8 A Until November of 1978.
9 Q And I think your testimony today has been that
10 you were over at the Store Avenue property at
11 various times?
12 A Yes.
13 MR. PERRY: Objection as to form.
14 BY MR. TIGHE:
15 Q Would you have been over there in the period
16 from 1970 until 1978?
17 MR. PERRY: Objection as to form.
18 A We stopped using the dump someplace along in
19 there; however, we would still get complaints
20 from the neighbors, usually about papers and
21 debris flying around which we weren't dumping
22 in there. So we would still take our
23 responsibility: go over, police it, clean it
24 up a little, push the stuff under -- over the
25 side or something, if it was necessary, that

1 people had dumped, try and dress it up. But
2 we didn't use it for a regular dump anymore.
3 BY MR. TIGHE:
4 Q Did you ever have an opportunity to meet
5 Raymond McHugh?
6 A No. I have no idea who he is.
7 Q Do you know the plaintiff Joseph Calabrese?
8 A No.
9 Q While you were working at Scovill, did you
10 ever have an opportunity to speak to anyone
11 from any city departments, Department of
12 Health, concerning any complaints from
13 neighbors?
14 A Not that I recall.
15 Q So how would you get the complaints from
16 neighbors? Would they call them in directly
17 to Scovill?
18 MR. PERRY: Objection as to form.
19 A Right. They'd be called in. People would
20 call up.
21 BY MR. TIGHE:
22 Q Give me one minute. (Pause.) Just one more
23 question.
24 Is it your testimony that you're unaware
25 of any capacitors going over to the Store

1 Avenue property at any time during your
2 employment by Scovill?
3 A Right. Yes.
4 Q Is that also true for the period of time which
5 you worked for Century Brass?
6 A Yes.
7 Q That's it for me. Thanks.
8 MR. PERRY: No questions.
9 MR. HARDING: Thank you, sir.
10 THE WITNESS: You're welcome.
11
12 (Deposition concluded at
13 9:40 a.m.)
14
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25

1 ERRATA SHEET
2 Please note any corrections on this sheet. Do NOT
mark up the transcript. The ORIGINAL JURAT and
3 ERRATA SHEETS must be notarized (even if there are
no corrections) and returned within 30 days of
4 receipt to the attorney who took the DIRECT
EXAMINATION. All other counsel of record must be
5 sent a copy, along with a copy to our office for our
records.
6
PAGE LINE CORRECTION
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21 _____ _____
DATE ROBERT C. WEBER
22
Sworn to me this _____day of _____
23 2000.
24 Notary Public:_____
My Commission Expires: _____
25 awf

JURAT

JOSEPH CALABRESE, SR.

vs. 3-30-00

RAYMOND F. McHUGH, JR., as
Executor for the Estate of
RAYMOND McHUGH,
SCOVILL FASTENERS, INC. and
SALTIRE INDUSTRIAL, INC.

With the addition of the changes, if any, indicated on the errata sheet, the foregoing is a true and accurate transcript of my testimony given in the above-entitled action.

ROBERT C. WEBER

Subscribed and sworn to before me, the undersigned authority, on this the _____ day of _____, 2000.

Notary Public

My commission expires:

CERTIFICATE OF REPORTER

I, Ann W. Friedman, a Notary Public duly commissioned and qualified in and for the State of Connecticut, do hereby certify that pursuant to Notice, there came before me the following named person, to wit: ROBERT C. WEBER, who was by me duly sworn to testify to the truth and nothing but the truth; that he was thereupon carefully examined upon his oath and his examination reduced to writing under my supervision; that this deposition is a true record of the testimony given by the witness.

I further certify that I am neither attorney nor counsel for, nor related to, nor employed by any of the parties to the action in which this deposition is taken and further that I am not a relative or employee of any attorney or counsel employed by the parties hereto, or financially interested in the action.

IN WITNESS THEREOF, I have hereunto set my hand April 10, 2000.

Ann W. Friedman, License No. 91

Notary Public
My commission expires: 8-31-01

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MR. HARDING

CROSS-EXAMINATION BY 37
MR. TIGHE

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SMITH REPORTERS, INCORPORATED
PO BOX 154
Bristol, Connecticut 06011-0154
(860)585-0764

April 10, 2000
Hunton & Williams
Charles A. Perry, Esquire
600 Peachtree Street, N.E.
Suite 4100
Atlanta, GA 30308-2216
In re: Calabrese vs. McHugh
Dear Attorney Perry:
Enclosed please find your copy of the deposition of Robert C. Weber taken on March 30, 2000, in the above-captioned case. The original jurat and errata sheets are also enclosed. Please note that the witness is allowed 30 days to read and sign his deposition as the Practice Book provides.

Please return only the original notarized jurat and errata sheets to Attorney Harding for filing, along with a copy to our office for our records.

Thank you for your prompt attention to this matter.

Sincerely,

Ann W. Friedman

cc: Nicholas J. Harding, Esquire
Kevin M. Tighe, Esquire

1 UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT
2
3 * * * * * * * * * * * * * * *
*
4 JOSEPH CALABRESE, SR., *
PLAINTIFF, *
5 * CIVIL ACTION NO.
VS. * 398 CV 01603 (GLG)
6 *
RAYMOND F. McHUGH, JR., as *
7 Executor for the Estate of *
RAYMOND McHUGH, *
8 SCOVILL FASTENERS, INC. and *
SALTIRE INDUSTRIAL, INC., *
9 DEFENDANTS. *
*
10 * * * * * * * * * * * * * * *
11
12

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13 DEPOSITION OF: CONRAD SANSOUCIE

14
15
16 Taken before Ann W. Friedman,
Licensed Shorthand Reporter, No. 91, and
17 Notary Public, in and for the State of
Connecticut, pursuant to the Federal Rules of
18 Civil Procedure, at the law offices of
Kosloff & Harding, 28 North Main Street,
19 Suite 203, West Hartford, Connecticut, on
March 14, 2000, commencing at 9:56 a.m.
20
21
22
23 SMITH REPORTERS, INCORPORATED
Post Office Box 154
24 Bristol, CT 06011-0154
(860) 585-0764
25 FAX: (860) 585-6341

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Scovill Fasteners, Inc.

REID AND RIEGE, P.C.
Kevin M. Tighe, Esquire
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Hartford, CT 06103

Representing the Defendant
Saltire Industrial, Inc.

STIPULATIONS

IT IS STIPULATED by the attorneys for the Plaintiff and the Defendants that each party reserves the right to make specific objections in open Court to each and every question asked and the answers given thereto by the witness, reserving the right to move to strike out where applicable, except as to such objections as are directed to the form of the question.

IT IS STIPULATED and agreed between counsel for the parties that the proof of the authority of the Notary Public before whom this deposition is taken is waived.

IT IS FURTHER STIPULATED and agreed that the reading and signing of this deposition are not waived and any defects in the notice are waived.

CONRAD SANSOUCIE,
having first been duly sworn, was examined and testified as follows:

DIRECT EXAMINATION BY MS. McQUEENEY

Q Good morning, Mr. Sansoucie. Do I have your name right?
A Sansoucie.
Q My name's Mary McQueeney, and I represent the plaintiff Joseph Calabrese. I'm here to ask you some questions concerning a lawsuit that involves Scovill Fasteners and Saltire Industrial, as well as the estate of Raymond McHugh. Before I get to that, I want to go over a few ground rules and ask some housekeeping questions. Are you represented by counsel today?
A Not personally; just company counsel.
MS. McQUEENEY: I just want to clarify. Are you counsel for Mr. Sansoucie?
MS. SHEFFEY: Yes, I'm representing Mr. Sansoucie for the deposition.
MS. McQUEENEY: What stipulations

would you like to agree to today?
MS. SHEFFEY: We can agree to the same ones that we've done in the previous depositions in the case.
MS. McQUEENEY: I'm afraid I don't know what those are. The qualifications of the court reporter?
MS. SHEFFEY: We'll stipulate to that.
MR. TIGHE: Yes.
MS. McQUEENEY: Reserving all objections except as to form until the time of trial?
MS. SHEFFEY: Correct.
MR. TIGHE: Correct.
MS. McQUEENEY: Do you waive the reading and signing?
MS. SHEFFEY: We'll reserve the right for him to read and sign.
BY MS. McQUEENEY:
Q Have you had your deposition taken before?
A No, I haven't.
Q Then we'll just go over some of the ground rules that make it easier. You understand that you've just taken an oath to tell the

truth?
A Yes.
Q You understand that even though this is a less formal setting, it is the same oath that you would take at trial?
A Uh-huh. Yes.
Q I was just getting to that very thing. You understand that your responses need to be verbal so the court reporter can take them down?
A Very good.
Q If you don't understand a question, will you tell me?
A I will.
Q If you don't tell me otherwise, then I'll assume that you did understand the question.
A Very good.
Q Are you currently taking any prescription medications?
A No, I'm not.
Q Okay. I can take a break anytime you need one during the deposition. I would just ask that you answer the question that's on the table first and then let me know and we will take a break.

A Okay.
Q All right. I have a subpoena addressed to you. If you could take a look at that. Is that the subpoena that you received?
A This is a copy of the one I received, yes.
Q Attached to that subpoena is a document request.
A Yes. I read the document request.
Q Did you have any documents responsive to that request?
A I have none whatsoever. At this point in the game, if I had anything, it's long gone. It's been ten -- over. It's been 12 years since my last association with Scovill.
Q You did read the request?
A I read the request, yes, I did.
MS. McQUEENEY: I would mark that as Exhibit 1.

(Plaintiff's Exhibit No. 1, Notice and subpoena, marked for identification.)

BY MS. McQUEENEY:
Q I'm going to ask you some background questions

about yourself. What is your date of birth?
A 7-14-28.
Q And your home address on the subpoena, Exhibit 1; is that correct?
A Yes, it is.
Q Are you married?
A Yes, I am.
Q And what is your wife's name?
A Stephania - S-t-e-p-h-a-n-i-a.
Q How long have you been married?
A It will be 51 years next month.
Q Congratulations.
A Thank you.
Q Would your wife have any knowledge about the subject matters --
A None whatsoever.
Q Can you tell me a little bit about your education.
A My grade school education was in Massachusetts, where my family relocated to from Connecticut back in 1934. I attended prep school at Assumption College in Worcester, Mass. I left school and went into the Service for two years, to the Navy.
After the Navy, I worked as factory help

in Massachusetts, was married in 1949, and in 1952 I relocated to Connecticut, northern Connecticut, specifically, and came to work for Scovill. That was in April '52.
Q When were you in the Navy?
A 1946 to 1947.
Q You said when you got out of the Navy, you worked as factory help?
A Factory help, yes.
Q Can you tell me more about that?
A I was a machine operator mostly and tool work, toolroom, machine operator. And when I came to Scovill, I worked in the toolroom as the same function, as a machine operator.
Q Can you tell me how your employment changed over time at Scovill?
A After a couple of years at Scovill, I decided to go back to school nights. So I went to school at -- at the time it was called New Haven College, which is now the University of New Haven. And I completed an Associate's degree.
In, I believe, 1956 - '56 or '57 - I was interviewed by Scovill's because of my schooling at the time, my attendance at the

1 school, and offered a position as a trainee in
2 the industrial engineering department as a
3 methods and time study man. I received my
4 degree in '63 and remained in the industrial
5 engineering department of Scovill's.
6 Q Can you tell me what methods and time study
7 is?
8 A Okay. Methods is development of assembly line
9 projects; in other words, how to do it
10 functioning-wise and time-wise. And time
11 study is merely an evaluation of that method
12 to yield a production for paying the operator
13 for a piecework-type operation.
14 Q And you remained in the engineering department
15 for the rest of your time at Scovill?
16 A Yes, I did.
17 Q What was your highest position at Scovill?
18 A My highest position was manager of industrial
19 engineering for the apparel fasteners.
20 Q And what were your duties in that position?
21 A In that position, I was in charge of the
22 apparel fasteners, industrial engineering
23 department primarily. There were several
24 responsibilities that came with it because the
25 apparel fasteners were the smaller group.

1 I was also in charge of timekeepers - the
2 secretaries that were recording production and
3 pay functions for the incentive people - and I
4 had time study and methods engineers under me.
5 In the final years of the apparel fasteners in
6 the Watertown plant, I was responsible for
7 various duties: plant maintenance and
8 whatever was left because I was the last man
9 there.
10 Q You mentioned the Watertown plant at the end.
11 A That's Buckingham Street in Watertown.
12 Q What other facilities did you work at?
13 A In the Waterbury complex, the Scovill complex.
14 When I transferred from the general products
15 group to the apparel fasteners group, that was
16 when the apparel fasteners were organized as a
17 division within Scovill's and relegated into
18 an existing building in the Scovill complex
19 which was known as the fuse building, which
20 was the primary function of that building.
21 Q That was in the Waterbury complex?
22 A That was in the Waterbury complex, yes.
23 Q When did you move to Watertown?
24 A I moved to Watertown, I believe it was, 1975.
25 I'm not exactly sure now on the date.

1 Q And why were you moved to Watertown?
2 A Well, Scovill had been sold to Charlie
3 Rubenstien, and the apparel fasteners at this
4 point was a tenant leasing the building. And,
5 I believe in order to save money, the division
6 chose to join with the sewing and notions
7 group, which was occupying the Buckingham
8 Street plant at the time. So we merged with
9 them in that building.
10 Q And you said that you were the last man in
11 Watertown.
12 A Okay. I was left behind to supervise the
13 cleanup of the plant before it was abandoned.
14 Q And that's the Watertown plant?
15 A The Watertown plant.
16 Q Did you also supervise the abandonment of the
17 Waterbury facility?
18 MS. SHEFFEY: Object to the form. Go
19 ahead.
20 A No. No. Because at that point my
21 responsibility was strictly in engineering,
22 industrial engineering. I had no
23 responsibilities except to revalue the
24 equipment that was relocated; nothing more.
25

1 BY MS. McQUEENEY:
2 Q Can you tell me -- when you say that you
3 worked for Scovill, can you be more specific?
4 A Scovill Manufacturing Company was my initial
5 employer, and, as I said, in the general
6 products -- I'm not sure if it was a division
7 or group at this point, but I was offered a
8 position in the apparel fasteners division and
9 that's when I transferred. I was still with
10 Scovill's. As the Scovill Manufacturing
11 progressed to Scovill Corporation, I'm not
12 sure now what it was, but there were several
13 changes. And through those changes, my
14 responsibilities never evolved in the
15 industrial engineering faction.
16 Q What did you do after the Watertown facility
17 was closed?
18 A I took retirement. In 1987, September.
19 Q Can you tell me what you know about this
20 lawsuit?
21 MS. SHEFFEY: I'm going to object to
22 the extent that you get into any
23 privileged communications. But if he
24 knows something about the lawsuit other
25 than what he's learned from counsel, he

can answer.
A Hearsay or newspaper reports. I have nothing other than that.
BY MS. McQUEENEY:
Q So you don't have a general understanding of what this lawsuit is about?
A No. No, I don't.
Q During your time with Scovill, were you aware of the Store Avenue property?
MS. SHEFFEY: Can I just ask you to clarify when you say "with Scovill," at what time period? Because he's talked about being with two different divisions.
A Scovill Manufacturing or Scovill Fasteners?
BY MS. McQUEENEY:
Q At any time you worked for any of Scovill's entities.
A Nothing specific, except the knowledge that it existed.
Q And did you have knowledge of what it was?
A No. Just a landfill.
Q A landfill used by whom?
A Scovill's, I assume, but I have no knowledge of others.
Q Is it your understanding that other companies

besides Scovill used the landfill?
A I don't know.
Q Were you involved in any disposal operations at any time you worked for Scovill?
A In 1987. But all the disposal there was shipped South. We were cleaning up the Watertown plant and nothing -- I never saw any paperwork for anything into that area, the Watertown landfill, that was done during my stay at Watertown. That's the only one I know other than what went South. I believe it was Alabama.
Q So you know -- are you saying that you're sure everything went South from Watertown or just --
A To my knowledge -- I never signed any papers other than that because I had to review any paperwork that was leaving the plant at that point. No, everything went South.
Q And what about the Waterbury facility, are you aware of any of their disposal practices?
A No, I'm not.
Q What about just as someone who lived in the area, were you aware of the Store Avenue property at all?

A I was aware of what I read in the papers. There were some EPA reports. That's all I know of what it was.
Q And are you speaking of more recently or the time period when you were working for Scovill?
A I'm not really sure because this has been going on now for quite a while.
Q Would you have driven by the site?
A Oh, I drive by the site often. I mean, there's nothing to see. Presently, it's just enclosed with a chain-link fence and brush growth; there's nothing else there.
Q What about in the '50s or '60s when you were employed by Scovill, would you have seen the site at that time?
A Not really. Going back that many years, there was no development in that area that I'm aware of and there was no access to it. There is a public road there now but, at that time, I don't believe that that existed.
Q So you don't recall seeing the site prior to your retirement?
MS. SHEFFEY: Object to the form.
A The site in question? I wouldn't have recognized it if I did drive by it. I drove

by it, you know, prior to my retirement, but I wouldn't have recognized it as this particular site. It was just the end area of that development site. And, like I said, the public road went right by it.
BY MS. McQUEENEY:
Q So you don't have any recollection of the landfill at all as a landfill?
A As a landfill? No, I've never witnessed anything as a landfill.
Q And you don't have any knowledge of Scovill's disposal into that landfill?
MS. SHEFFEY: Object to the form.
A No, none whatsoever.
BY MS. McQUEENEY:
Q Do you have knowledge of the Waterbury facility using any other landfill?
MS. SHEFFEY: Object to the form.
A I wasn't involved directly. Only what I read in the papers.
BY MS. McQUEENEY:
Q And what do you recall reading in the papers?
A The Laurel Park landfill was one.
Q You recall reading that Scovill used the Laurel Park landfill?

A Reading, yes. I was never involved with that.
Q Can you give me the names of anyone you believe might have more knowledge about this issue?
MS. SHEFFEY: Object to the form.
A I can't recall anybody directly associated. I had no involvement in that, so I wouldn't know if anyone else was involved. Personally, I don't know.
BY MS. McQUEENEY:
Q So you don't know of any other former employees that might know something?
A I don't know of anyone, no, whoever was involved and were doing it. I wasn't a witness to it or anything.
MS. McQUEENEY: I'm going to mark another document.

(Plaintiff's Exhibit No. 2, answers to interrogatories, marked for identification.)

MS. McQUEENEY: Do you want me to take a break and make a copy of this? Would it be easier?

MS. SHEFFEY: If I can just take a look at it before you show it to him, that would be fine.
MS. McQUEENEY: Sure.
BY MS. McQUEENEY:
Q I'm going to show you a document that we've marked as Exhibit 2 and ask you if it's familiar to you.

(Witness reviews document.)

Q Is Exhibit 2 familiar to you?
A Just from what I read in newspaper reports that some of these things had been brought about, but I had no contact directly with any of those.
Q I'm going to show you page 17 of Exhibit 2, and you'll see it's indicated that you helped prepare the answers to the questions in this document. Is that true?
MS. SHEFFEY: I'm going to object to the characterization of what it says.
MS. McQUEENEY: Okay. Should I read it?

BY MS. McQUEENEY:
Q I'm reading from page 12. "Identify by name, address, and title all persons who provided the information contained in the responses to Nos. 1 through 19 above." And under that the answer has listed Mr. Conrad Sansoucie. Do you recall assisting in answering these questions?
A I don't.
Q Do you know why your name would be listed there?
A Except that I had to sign out on any shipment that left towards the closing of the Watertown plant. That's the only place that my name would have come up. I wasn't involved in contracting any company or anything. I was merely on-site to verify that what left was properly marked according to the EPA regulations and so forth.
Q And that was only at the Watertown plant?
A Only at the Watertown plant; 1987.
Q Nothing you signed for that left the Watertown plant went to the Store Avenue property?
A No, never.
Q Do you know a Mr. Lloyd Taylor who's also

listed on page 12?
A Yes, I do.
Q Can you tell me who that is?
A I don't know his title at the time. He was just a corporate person, and I know he was involved or responsible in many instances, but I don't know to what final degree. I couldn't answer as to his specific responsibilities.
Q Do you know if he was involved in the Waterbury facility?
A No, I don't.
Q Do you know if he was involved in disposal in general for Scovill?
A I don't know what degree of involvement. We had several meetings where he was present, but I couldn't answer specifically what his responsibility was.
Q Do you know if Mr. Taylor still resides in Connecticut?
A No, I don't.
Q When's the last time you would have had contact with him?
A In '87.
Q Were you aware of the litigation involving the Laurel Park-Beacon Heights landfill?

A Only from newspaper reports. I'm sorry.
Q So would you have prepared any affidavits for Scovill --
A No, I didn't.
Q -- concerning that litigation?
A No.
MS. McQUEENEY: I'm going to take a quick break and see what other questions I have.
MS. SHEFFEY: Okay.

(A brief recess was taken.)

BY MS. McQUEENEY:
Q I just have a couple more questions. You said before that you weren't aware of anyone else who might know more about this subject?
A No. I have no knowledge specifically of any one person with that responsibility.
Q Okay. As far as your own knowledge of the Scovill landfill and other Scovill disposal practices, is there anything that you haven't told me yet?
A I can't -- I don't know of anything right now.
Q Or any questions that I haven't asked?

MS. SHEFFEY: Object to the form.
A No.
BY MS. McQUEENEY:
Q Okay. In preparing for this deposition, did you speak with anyone else about this subject?
A I was told by my attorneys to be here.
MS. McQUEENEY: I do not have any more questions. Mr. Tighe?
MR. TIGHE: You're going to defer to me first?

CROSS-EXAMINATION BY MR. TIGHE

Q I'm just going to take you back over two specific time periods. By the way, by way of introduction, my name is Kevin Tighe. I'm an attorney, and I represent the estate of Raymond McHugh, and his son is the executor. When I say estate, I mean the estate or the current executor.
There are two time periods I'll ask you about. Could you tell me exactly where you were working in the period of January 1972 to the end of 1973, that's approximately a two-year period, if you can recall.

A '72-'73, I was involved in the fuse program.
Q Could you explain that, fuse?
A The M-219 fuse on a grenade, as it was termed. Grenade is not a true word because it wasn't a completed grenade, it was strictly the fuse part of the grenade. That's why I said, "Fuse."
Q Where was that occurring geographically? Was that at the Watertown plant?
A No. That was at the Waterbury complex and it was in a new building built for the grenade projects. Of course when that contract expired, then the apparel fasteners moved into the building.
Q Exactly, if you know, but approximately if you don't have the specific knowledge, when was that changeover from the fuse to the apparel fasteners? If you know.
A I don't have a specific date, no.
Q Okay. And during that period of time when you were working on the fuse project, what was your job title?
A Industrial engineer.
Q And I know you've described what some of your duties were, but I want to ask specifically:

During that period of time, '72 to '73 or '74, but specifically during the fuse program, did you have any job responsibilities for disposal of materials?
A None whatsoever.
Q During that period of time, were you aware of the disposal of any materials going to what we were referring to as the Store Avenue property?
A No, none.
Q Thank you. The second time period I'm going to ask you about is from sometime in 1973, we'll call it January 1st of 1973, through December 31st of 1986. Beginning of 1973 through the end of 1986. Could you take me through, again, where you worked, the location, and your job titles and such?
A '73-'74, I was still with the general products group, and my responsibilities as industrial engineer took me through the various buildings and departments in the manufacturing complex.
Q If I can interrupt for a moment. When you say the various buildings in the complex, again we're talking about the Waterbury complex?
A The Waterbury complex, yes.

Q What's the street address for the Waterbury complex, if you recall or even the general . . .
A I don't know of any number address.
Q Okay. If you can go on. You were in 1974 in the general products group.
A All right. During that period when the apparel fasteners, I believe, was developed as a separate division - because they had departments within the manufacturing complex, we were reorganized as a division into this grenade building - I was involved in the transfer of operations as far as the methods and time standards and so forth of each particular operation. That was my association. And from that I was offered a position with the division.
Q And approximately what year would that be?
A About '74. I'm not sure.
Q No. No. That's fine. It's a long time ago. So from '74 on, what was your position?
A '74 on, I was with the fasteners division. And because of the sale of the property to Central Metals - I believe that was the name of the company or Charlie Rubenstien - the

decision was made to relocate the apparel fasteners. Some operations went to Clarkesville, Georgia, and the bulk of the operations merged with the sewing and notions group in the Watertown plant.
Q Did you move with that --
A Yes.
Q -- movement to the Watertown plant?
A Yes.
Q When was that approximately, if you know?
A No, not really. In that period.
Q Okay. So from approximately that period when some of the division moved over to the Watertown facility, you stayed at the Watertown facility until your retirement in approximately '87?
A Yes.
Q Okay. At no time during that period did you leave for an extended period - three months, six months, a year - for any reason?
A Never.
Q Okay. And during the period of the movement to the Watertown facility to your retirement, were you in charge of any disposal procedures or were you in charge of disposal materials?

A No.
Q So you don't have any direct knowledge of any disposal at the Store Avenue property in that period of 1974 until the time of your retirement?
A None whatsoever.
Q I don't have any further questions. Thank you.

MS. SHEFFEY: I don't have any questions.

MS. McQUEENEY: All right. This deposition is finished.

(Deposition adjourned at 10:39 a.m.)

ERRATA SHEET

Please note any corrections on this sheet. Do NOT mark up the transcript. The ORIGINAL JURAT and ERRATA SHEETS must be notarized (even if there are no corrections) and returned within 30 days of receipt to the attorney who took the DIRECT EXAMINATION. All other counsel of record must be sent a copy, along with a copy to our office for our records.

PAGE	LINE	CORRECTION

_____ _____
DATE CONRAD SANSOUCIE

Sworn to me this _____day of _____ 2000.
Notary Public:_____
My Commission Expires: _____
awf

JURAT

JOSEPH CALABRESE, SR.

vs. 3-14-00

RAYMOND F. McHUGH, JR., as Executor for the Estate of RAYMOND McHUGH, SCOVILL FASTENERS, INC. and SALTIRE INDUSTRIAL, INC.

With the addition of the changes, if any, indicated on the errata sheet, the foregoing is a true and accurate transcript of my testimony given in the above-entitled action.

CONRAD SANSOUCIE

Subscribed and sworn to before me, the undersigned authority, on this the _____ day of _____, 2000

Notary Public

My commission expires:

CERTIFICATE OF REPORTER

I, Ann W. Friedman, a Notary Public duly commissioned and qualified in and for the State of Connecticut, do hereby certify that pursuant to Notice, there came before me the following named person, to wit: CONRAD SANSOUCIE, who was by me duly sworn to testify to the truth and nothing but the truth; that he was thereupon carefully examined upon his oath and his examination reduced to writing under my supervision; that this deposition is a true record of the testimony given by the witness.

I further certify that I am neither attorney nor counsel for, nor related to, nor employed by any of the parties to the action in which this deposition is taken and further that I am not a relative or employee of any attorney or counsel employed by the parties hereto, or financially interested in the action.

IN WITNESS THEREOF, I have hereunto set my hand March 25, 2000.

Ann W. Friedman, License No. 91

Notary Public
My commission expires: 8-31-01

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SMITH REPORTERS, INCORPORATED
PO BOX 154
Bristol, Connecticut 06011-0154
(860)585-0764

March 25, 2000
Hunton & Williams
Rita A. Sheffey, Esquire
600 Peachtree Street, N.E.
Suite 4100
Atlanta, GA 30308-2216
In re: Calabrese vs. McHugh
Dear Attorney Sheffey:
Enclosed please find your copy of the deposition of Conrad Sansoucie taken on March 14, 2000, in the above-captioned case. The original jurat and errata sheets are also enclosed. Please note that the witness is allowed 30 days to read and sign his deposition as the Practice Book provides.

Please return only the original notarized jurat and errata sheets to Attorney McQueeney for filing, along with a copy to our office for our records.

Thank you for your prompt attention to this matter.

Sincerely,

Ann W. Friedman

cc: Mary A. McQueeney, Esquire
Kevin M. Tighe, Esquire

1 UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT
2
3 * * * * * * * * * * * * * * *
*
4 JOSEPH CALABRESE, SR., *
PLAINTIFF, *
5 * CIVIL ACTION NO.
VS. * 398 CV 01603 (GLG)
6 *
RAYMOND F. McHUGH, JR., as *
7 Executor for the Estate of *
RAYMOND McHUGH, *
8 SCOVILL FASTENERS, INC. and *
SALTIRE INDUSTRIAL, INC., *
9 DEFENDANTS. *
*
10 * * * * * * * * * * * * * * *
11
12

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13 DEPOSITION OF: JOHN W. CALDWELL

14
15
16 Taken before Ann W. Friedman,
Licensed Shorthand Reporter, No. 91, and
17 Notary Public, in and for the State of
Connecticut, pursuant to the Federal Rules of
18 Civil Procedure, at the law offices of
Kosloff & Harding, 28 North Main Street,
19 Suite 203, West Hartford, Connecticut, on
March 30, 2000, commencing at 10:49 a.m.
20
21
22
23 SMITH REPORTERS, INCORPORATED
Post Office Box 154
24 Bristol, CT 06011-0154
(860) 585-0764
25 FAX: (860) 585-6341

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STIPULATIONS

IT IS STIPULATED by the attorneys for the Plaintiff and the Defendants that each party reserves the right to make specific objections in open Court to each and every question asked and the answers given thereto by the witness, reserving the right to move to strike out where applicable, except as to such objections as are directed to the form of the question.

IT IS STIPULATED and agreed between counsel for the parties that the proof of the authority of the Notary Public before whom this deposition is taken is waived.

IT IS FURTHER STIPULATED and agreed that the reading and signing of this deposition are not waived and any defects in the notice are waived.

(Plaintiff's Exhibit No. 1, subpoena, marked for identification.)

MR. HARDING: Same stipulations?

MR. PERRY: Yes. I have one preliminary statement to put on the record. Mr. Caldwell is here pursuant to the subpoena which you issued to him, which I believe is going to be marked as Exhibit 1 to his deposition. Just for the record, and so we can define the parameters of his testimony, Mr. Caldwell is responding to that subpoena. Mr. Caldwell has also acted as a consultant, litigation consultant, to our law firm with regard to this litigation and there may be matters that he will not be able to testify as to with regard to attorney work product and things that he has undertaken at our behest and conversations that he has had with us. I will state that for the record and we can proceed with the deposition.

MR. HARDING: Any claims for

privilege will be taken up one at a time.

MR. PERRY: That's fair.

JOHN W. CALDWELL,
having first been duly sworn, was examined and testified as follows:

DIRECT EXAMINATION BY MR. HARDING

Q Sir, what is your name, please?
A John W. Caldwell.
Q Where do you live?
A 350 Amity Road, Bethany, Connecticut 06524.
Q I'm going to show you what's been marked as Exhibit 1. Do you recognize Exhibit 1?
A Yes, sir.
Q And what is it?
A The sheriff brought it to my house.
Q Some time ago?
A Last Thursday or Wednesday, I guess it was. Very nice fellow and he gave me two dollars.
Q Okay. Now, attached to that subpoena is a Schedule A --
A Yes, sir.
Q -- requesting that you bring documents.

A Yes, sir.
Q Did you bring any documents with you today?
A No, sir.
Q Do you have any documents?
A No, sir.
Q You have no documents that belong to Scovill or Saltire or --
A No, sir.
Q -- that were generated by Scovill or Saltire?
A No, sir.
Q Are you currently employed, sir?
A Well, I'm semi-retired. Would that be all right?
Q Fine. What do you do?
A I've acted as a consultant for Saltire in New York City and for the old Scovill.
Q And what sort of consulting do you do?
A I handled moving, closing one of the plants, rehabbing offices in New York City. And as we sold some of the divisions, I set up the fleet work for them.
Q The which work?
A Car fleet, sales fleet. Automobiles.
Q Sir, can you tell me when you graduated from high school?

A Nineteen -- Jesus, Mary and Joseph. I'm trying to back up. All right. I was born in '28. Add 17 years on to that.
Q Okay.
MR. PERRY: Let the record stipulate he means 1928.
THE WITNESS: What did I say?
MR. PERRY: I'm just teasing you.
A It's a long time ago, I know that.
BY MR. HARDING:
Q Around 1945?
A Yes, sir.
Q About 1945, 1946?
A Yes, sir.
Q Did you continue school after high school?
A I went into the Marine Corps.
Q And you served in the Marine Corps how long?
A About two years and nine months or so.
Q Where did you serve?
A In the States and onboard ship.
Q You got out of the Marine Corps sometime in 1947?
A Yes, sir -- no, a little --
Q A little later than that?
A Yeah. I went recruiting for them. They

brought me back to recruit. Sometime around there. I apologize.
Q No, that's fine.
A I'm not that super at it.
Q No, that's good. After you got out of the Marine Corps, what did you do?
A I went in the State Police.
Q The State Police in the state of Connecticut?
A No, sir. In Pennsylvania.
Q In Pennsylvania?
A Yes, sir.
Q Good question. So you grew up where?
A In Pennsylvania.
Q In Pennsylvania. What part of Pennsylvania?
A Philadelphia and the suburbs.
Q How long were you with the Pennsylvania State Police?
A Two years.
Q And then what did you do?
A I became the agent for the auditor general for the Commonwealth of Pennsylvania in Harrisburg, Pennsylvania.
Q And what sort of work did you do for the auditor general?
A Investigations.

Q Investigations of government agencies or investigations of --
A State employees, agencies, phantom jobs, and things of this nature that the auditor general's office covered.
Q All right. You really looked for misbehavior by state employees?
A That's correct.
Q And how long were you with the office of the auditor general?
A About ten years; somewhere in that vicinity, sir.
Q Okay. And at the end of that period of time what did you do for work?
A I opened a security consulting business.
Q Oh, good. And where did you open that?
A In Philadelphia.
Q What was the name of that business?
A Caldwell Consultants.
Q How long did you operate Caldwell Consultants?
A Until December 1969.
Q And how did it come to pass that you closed Caldwell Consultants in December 1969?
A I was recruited to come to work for Scovill.
Q In what capacity were you recruited?

1 A Security.
2 Q Who recruited you?
3 A Oh, boy. That's pretty good. A gentleman --
4 let's see. A gentleman named Charles, I think
5 his last name was Kingsley, and John Moore.
6 And then I met Mr. Baldridge, Mr. Malcolm
7 Baldridge, and they gave me an offer.
8 Q What was Mr. Moore?
9 A Mr. Moore was a vice president. I think
10 Kingsley was vice president or director of
11 recruiting and Mr. Moore was vice president of
12 employee relations. I believe that's what he
13 did. In fact, I know that's what he did.
14 Kingsley I'm doubtful about.
15 Q Who did you report to?
16 A Mr. Moore.
17 Q And how long did you work for Scovill?
18 A Seventeen years and 11 months. I terminated
19 on - let me get this right - October 30th of
20 1987. See if that doesn't come out to about
21 that roughly.
22 Q Okay. Throughout that 17-year period, did you
23 hold only one position?
24 A You mean just security?
25 Q Right.

1 A No.
2 Q What positions did you hold?
3 A OSHA came in around '71. I had OSHA; later on
4 I was given the fleet, the transportation
5 department; and then I handled the relocation
6 and company real estate.
7 Q What do you mean by "relocation"?
8 A We moved employees worldwide. We moved a man
9 to Hong Kong and home, a man to Taipei, Taiwan
10 and home.
11 Q Did you always hold the function of head of
12 security?
13 A Yes.
14 Q So OSHA and the fleet and the transportation
15 and the relocations were things that were just
16 additional duties that were hung on your desk
17 or on your back?
18 MR. PERRY: Objection as to form.
19 You can answer the question. You can go
20 ahead and answer.
21 BY MR. HARDING:
22 Q He's going to make some lawyerly objections so
23 we can preserve things for the record for the
24 judge to rule on. We don't have a judge here
25 today. So in the event that we need to use

1 the transcript at trial or in some other
2 proceeding, his objections will be preserved.
3 The way this will work: He'll make an
4 objection, then you answer the question.
5 Should there come a time when he thinks you
6 shouldn't answer the question, he'll instruct
7 you not to answer the question, and then he
8 and I will have whatever discussion of that
9 issue on the record or off the record. Okay?
10 A All right.
11 Q So you can answer the question.
12
13 (The question was read.)
14
15 A I took over the overall supervision of them.
16 Q But continued to be head of security?
17 A Yes, sir.
18 Q How many people reported to you in the
19 security function?
20 A We had about 30. This isn't the moon up here,
21 sir.
22 Q We're all appreciative of the fact that we're
23 asking you to recall things that occurred --
24 A There were about 30 guards, and I had four
25 firemen. We hired an OSHA specialist. I had

1 a relocation girl that did a lot of employee
2 relocations as a result of change in
3 employment. The corporate function handled
4 that for the divisions.
5 Q When you say "the corporate function," you
6 worked at the corporate level; is that right?
7 A Yes, sir.
8 Q Where did you maintain your personal office?
9 A During the entire time?
10 Q Yes.
11 A Right on Main Street, East Main Street in
12 Waterbury, and then I moved over to what we
13 called Mill Street. That was where the
14 offices were. Then we moved up to 500 Chase
15 Parkway.
16 MR. PERRY: Just for purposes of the
17 record, can we have an understanding that
18 as it relates to the term "Scovill,"
19 we're referring to Scovill, Incorporated,
20 and as it relates to any questions
21 involving Scovill Fasteners,
22 Incorporated, you can refer to that as
23 "Scovill Fasteners" or "Fasteners," just
24 so we can make a distinction?
25 MR. HARDING: I'm not going to agree

1 to that.
2 BY MR. HARDING:
3 Q Are you confused as to what entity I'm talking
4 about? Were you ever employed by Scovill
5 Fasteners, Inc.?
6 A No.
7 Q Okay. You worked for Scovill or Scovill
8 Manufacturing?
9 A When I first came, it was Scovill
10 Manufacturing Company.
11 Q Did you ever work for Century Brass?
12 A No, sir.
13 Q Do you recall the sale to Century Brass?
14 A Yes, sir.
15 Q Do you recall about when that occurred?
16 A Oh, jeez. Exactly, I don't. To be honest
17 with you, I don't remember. I know it was on
18 a Good Friday, but I can't tell you the year.
19 Q Okay.
20 A I'm sorry. I can't even guess.
21 Q That's fair. What function did your 30 guards
22 provide?
23 A Security gate, security, taking care of
24 injured employees, problems in the plant.
25 Q In all the plants or just at Mill Street?

1 A Just the main plant.
2 Q All right. And you provided security 24 hours
3 a day?
4 A Yes, sir.
5 Q All year round?
6 A Yes, sir.
7 Q Did you have any responsibilities for waste
8 disposal?
9 A No, sir.
10 Q Who had responsibilities for waste disposal?
11 A That department, it was called facilities, I
12 think, I don't remember exactly, but I think
13 it was Tom Colina, who's dead, and the
14 gentleman that worked for him was -- oh,
15 Christ. Bob Weber, I assume. I had nothing
16 to do with it, really, other than make sure
17 the trucks -- we checked the trucks sometimes
18 and the debris and everything, but that's all.
19 Q When you say you checked the trucks sometimes,
20 you would check them to make sure nobody was
21 removing typewriters in the debris?
22 MR. PERRY: Objection as to form.
23 A That's correct.
24 BY MR. HARDING:
25 Q Do you know Lloyd Taylor?

1 A Yes, sir.
2 Q What did Lloyd Taylor do?
3 A He was, I guess you'd call him, director of
4 insurance. I don't know. I don't remember.
5 He had a title, but I couldn't tell you what
6 it was.
7 Q Okay. Do you recall whether Scovill used
8 outside vendors for hauling waste?
9 A I would have no way -- I couldn't answer one
10 way or another, sir. I don't recall.
11 Q Do you recall whether there were Dumpsters
12 sited at various places around the facility?
13 A There could have been. I don't picture one
14 right at this minute, but there could have
15 been. I don't recollect anything
16 specifically.
17 Q Do you recall the dump at Store Avenue?
18 A Yes, sir.
19 Q Did you have any responsibilities with respect
20 to that dump?
21 A No, sir.
22 Q What do you recall about the dump at Store
23 Avenue?
24 A Anderson Tire was on the corner and I knew it
25 was back at the end of that street. I didn't

1 even know the name of the street.
2 Q You don't recall ever visiting the dump?
3 MR. PERRY: Objection. Go ahead.
4 A Yes, I went there one time.
5 BY MR. HARDING:
6 Q Why did you go there?
7 A Because there was a neighbor who complained
8 that outside people were dumping there.
9 Q Do you recall when this was?
10 A God, no. The gentleman that went with me, I
11 remember, was Eddie Roach (phonetic). He's
12 passed away. We went over and looked at it
13 and we did find some debris there. That's the
14 only time. Then I assigned it to, probably,
15 somebody to look at. I have no idea who that
16 was or anything.
17 Q What sort of material was dumped there?
18 A Let me think. Light building junk.
19 Q Do you know what the disposition of that light
20 building junk was?
21 A No, I have no idea.
22 Q Do you recall whether Scovill had a dump
23 master or somebody physically in charge of the
24 dump?
25 A Not to my knowledge.

Q Did you ever maintain -- did you ever personally have an office in New York City with Scovill?
A No.
Q So up until 1987, you had an office at 500 Chase Parkway?
A No. We moved to Stamford.
Q Okay. Where did you have an office in Stamford?
A 1600 Summer Street. Isn't it wonderful I can remember that. I can't tell you the zip or anything.
Q That's all right. Is that the last place where you maintained an office?
A Yes, sir.
Q Do you recall working with anybody at Scovill to prepare responses to interrogatories dealing with the Laurel Park landfill?
A No, sir.
Q How about the Beacon Heights landfill?
A No, sir.
Q Do you recall anything about the Beacon Heights landfill or the Laurel Park landfill?
A No, sir.
Q Did you have a second in command?

A I had a chief of guards.
Q Okay.
A His name was Jack Jones.
Q Where is Mr. Jones today?
A I couldn't tell you.
Q When is the last time you recall seeing him?
A 1987 or '88.
Q That was in Waterbury or that was in Stamford?
A No -- that's right. I don't know when we moved up to 500 Chase Parkway, but that's the last time I probably did. I don't remember the exact time.
Q Who would be the best person for me to talk to concerning PCB capacitors used by Scovill?
MR. PERRY: Objection as to form. You may answer the question, if you understand it and have an answer for it.
A I have no idea.
BY MR. HARDING:
Q Do you know -- would you know a PCB capacitor if you saw one?
A I know a transformer, but I'm not sure I would know a capacitor, sir.
Q All right. When things like transformers were shipped off-site, was there any special

paperwork that was required to get by your guards?
MR. PERRY: Objection as to form. You may answer the question, if you understand it and have an answer.
A No.
BY MR. HARDING:
Q One of the functions of the guards was to make sure that things weren't removed improperly from the facility; is that right?
MR. PERRY: Objection as to form. You may answer.
A Yes.
BY MR. HARDING:
Q So what procedures did you have to prevent people from doing that?
A We had two gates in the east plant, two gates in the west plant, and there was always a guard on duty there around the clock.
Q And so did the guards inspect vehicles?
A Sometimes we had vehicle inspection.
Q And that was random?
A Yes. We were not --
Q Or based on a tip?
A No.

MR. PERRY: Objection as to form. You may answer the question.
A No. We just periodically . . .
BY MR. HARDING:
Q So there was no special requirement for paperwork for things to leave the site in a Scovill truck?
MR. PERRY: Objection as to form.
A Say that again, ma'am.
BY MR. HARDING:
Q Was there a paperwork requirement for things to be shipped off of the site in trucks?
MR. PERRY: Objection as to form.
A No, not that I know of. Not that I recollect.
BY MR. HARDING:
Q Do you know anything about the disposal of PCB capacitors at the Store Avenue property?
A No, sir.
Q Who would be the best person for me to talk to about that?
MR. PERRY: Objection as to form. Asked and answered. You may answer, if you know.
A I've already said Bob Weber. Tom Colina, but he's gone on.

1 BY MR. HARDING:
2 Q Bob Weber is the only person that was --
3 A I recollect they were all great people, but he
4 would be able to give you a sensible answer.
5 Truthfully. That's the only one I remember.
6 Bob was a very good gentleman and knew his
7 business, knew his job.
8 Q Do you recall somebody who would give me a
9 senseless answer?
10 A He's the only one that I recall. Truthfully.
11 MR. HARDING: Your witness.
12
13 CROSS-EXAMINATION BY MR. TIGHE
14
15 Q Just for the record, my name is Kevin Tighe.
16 I believe we met before we went on the record.
17 I represent Raymond McHugh, Jr., who is the
18 executor of his father's estate, Raymond
19 McHugh, Sr., who has deceased. Did you ever
20 happen to meet Mr. Raymond McHugh, Sr., during
21 your employment?
22 A No, sir.
23 Q The plaintiff in this case is Joseph
24 Calabrese. Have you ever met or spoken with
25 Joseph Calabrese?

1 A No, sir, not to my knowledge.
2 Q Just one more question. Are you aware or do
3 you have any knowledge that PCBs or
4 transformers were ever disposed of at the
5 Store Avenue property?
6 A No, sir.
7 Q Thank you. No further questions.
8 MR. PERRY: No questions.
9 MR. HARDING: We're done.
10
11 (Deposition concluded at
12 11:16 a.m.)
13
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25

1 ERRATA SHEET
2 Please note any corrections on this sheet. Do NOT
mark up the transcript. The ORIGINAL JURAT and
3 ERRATA SHEETS must be notarized (even if there are
no corrections) and returned within 30 days of
4 receipt to the attorney who took the DIRECT
EXAMINATION. All other counsel of record must be
5 sent a copy, along with a copy to our office for our
records.
6
PAGE LINE CORRECTION
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21 _____ _____
DATE JOHN W. CALDWELL
22
Sworn to me this _____day of _____
23 2000.
24 Notary Public:_____
My Commission Expires: _____
25 awf

JURAT
****
JOSEPH CALABRESE, SR.

vs. 3-30-00

RAYMOND F. McHUGH, JR., as
Executor for the Estate of
RAYMOND McHUGH,
SCOVILL FASTENERS, INC. and
SALTIRE INDUSTRIAL, INC.
****

With the addition of the changes, if any, indicated on the errata sheet, the foregoing is a true and accurate transcript of my testimony given in the above-entitled action.

_____
JOHN W. CALDWELL

Subscribed and sworn to before me, the undersigned authority, on this the _____ day of _____, 2000.

_____
Notary Public

My commission expires:

SMITH REPORTERS, INCORPORATED

CERTIFICATE OF REPORTER

I, Ann W. Friedman, a Notary Public duly commissioned and qualified in and for the State of Connecticut, do hereby certify that pursuant to Notice, there came before me the following named person, to wit: JOHN W. CALDWELL, who was by me duly sworn to testify to the truth and nothing but the truth; that he was thereupon carefully examined upon his oath and his examination reduced to writing under my supervision; that this deposition is a true record of the testimony given by the witness.

I further certify that I am neither attorney nor counsel for, nor related to, nor employed by any of the parties to the action in which this deposition is taken and further that I am not a relative or employee of any attorney or counsel employed by the parties hereto, or financially interested in the action.

IN WITNESS THEREOF, I have hereunto set my hand April 10, 2000.

_____

Ann W. Friedman, License No. 91

Notary Public
My commission expires: 8-31-01

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SMITH REPORTERS, INCORPORATED
PO BOX 154
Bristol, Connecticut 06011-0154
(860)585-0764

April 10, 2000
Hunton & Williams
Charles A. Perry, Esquire
600 Peachtree Street, N.E.
Suite 4100
Atlanta, GA 30308-2216
In re: Calabrese vs. McHugh
Dear Attorney Perry:
Enclosed please find your copy of the deposition of John W. Caldwell taken on March 30, 2000, in the above-captioned case. The original jurat and errata sheets are also enclosed. Please note that the witness is allowed 30 days to read and sign his deposition as the Practice Book provides.

Please return only the original notarized jurat and errata sheets to Attorney Harding for filing, along with a copy to our office for our records.

Thank you for your prompt attention to this matter.

Sincerely,

Ann W. Friedman

cc: Nicholas J. Harding, Esquire
Kevin M. Tighe, Esquire

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MR. HARDING

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MR. TIGHE

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SMITH REPORTERS, INCORPORATED

ERI
ENVIRONMENTAL RESEARCH, INC.
Environmental Imagery Analysis

REPORT CONCERNING
PROPERTY LOCATED ON STORE AVENUE
WATERBURY, CONNECTICUT

Prepared by: Mary Sitton
President
Environmental Research, Inc.

June 8, 2000

Prepared For: Hunton & Williams
In Support of Joseph Calabrese, Sr. v. Raymond F. McHugh, Jr., et al.

The following report represents my best professional judgment based on the analysis of aerial photography and the documents with which I have been presented.

Mary D. Sitton

5267 John Marshall Hwy, Suite C • Linden, Va 22642 • Phone: 540-636-4460 • Fax: 540-636-2628 • E-Mail: envres@shentel.net

Introduction

I submit this report to Hunton & Williams as a summary of my conclusions and opinions and my review of the Plaintiffs' Expert report in *Joseph Calabrese, Sr. v. Raymond F. McHugh, Jr., et al.*, submitted by Jeffrey P. Heidtman (no date on Heidtman report). My conclusions and opinions are based on a review of aerial photographs and other materials in the case, as well as my knowledge and experience. Appendix A provides a list of aerial photographs and documents reviewed.

I am currently President of Environmental Research, Inc. (ERI), an aerial photography analysis service based in Linden, Virginia which specializes in the acquisition and analysis of historical aerial photography for environmental investigations and litigation support. In this capacity, I provide analysis services on projects involving environmental remediation and investigation to a variety of federal, state local and private agencies. I have accumulated approximately sixteen years of experience in aerial photographic research, acquisition, interpretation and analysis, focusing on waste management and disposal practices and site characteristics. I enclose as Appendix B a copy of my current resume.

Methodology

Pursuant to Hunton & Williams request, I have obtained copies of aerial photographs of the Store Avenue property from independent sources which I and other professionals in the field regularly rely on in researching historical aerial photography, and have analyzed these photographs using various specialized techniques and training learned over the past sixteen years.

The photo analysis was performed by viewing stereo pairs of film transparencies backlit on a light table through a zoom stereoscope. Stereoscopic viewing creates a three-dimensional effect which, when combined with viewing at various magnifications, enables the analyst to identify signatures associated with different features and environmental conditions. The analysis was reviewed by at least one other senior analyst to ensure completeness and consistency. This quality control step is standard practice in our field.

I will be prepared to testify at trial as to the dates and authenticity of aerial photographs of the Store Avenue property obtained from independent sources. In addition, to the extent called upon to do so, I will be prepared to offer my opinions and conclusions on my analysis of these aerial photographs and documents reviewed. ERI is being compensated on a time and materials basis and estimate the total cost to complete the analysis to be approximately $10,000. My time is billed at an hourly rate of $85 for photo analysis, $110 per hour for deposition testimony and $200 per hour for trial testimony.

Site Background

Based on the aerial photographs obtained, the subject site was used for landfilling of materials beginning sometime prior to 1965. In 1965, debris and fill material was noted along a fill face at the end of a cleared and graded area. Access to the site was open and remained open until sometime after 1986. In 1970, a new building was constructed over a portion of the fill area. An active fill face was visible further north. In 1972, a significant amount of light-toned piles were visible onsite. By 1975, the northern portion of the site had been graded and the piles appeared to be spread out to the north. A new northwest-southeast access way was constructed across the fill area. Additional material appears onsite in 1980 and 1986 in locations that it was not seen in 1975 and 1980 respectively. Topographic change was also noted onsite between 1980 and 1986. By 1990, a building foundation occupied the central portion of the site.

Response to Heidtman Report

- The report states that ". . . landfilling activities at the Store Avenue portion of the Scovill Landfill site began prior to 1965 and ceased prior to April 10, 1975" and that this opinion is based on aerial photographs and "resultant topographic mapping". It is my opinion that one cannot accurately state that waste disposal ceased at this site prior to April 10, 1975 based on analysis of available aerial photography. Additional materials were noted in different locations onsite in 1980 and 1986 that were not present in these locations in 1975 and 1980. The aerial photographs also indicate a change in topographic configuration from 1980 to 1986. Because the evidence is not conclusive whether new materials were brought in from offsite, new materials were moved within the site or both, Mr. Heidtman cannot reasonably reach the conclusions stated above.

- The report states that "The disposal of capacitors and other waste materials . . . began prior to 1965 and ceased prior to April 1975". It is not possible to accurately determine that disposal of capacitors and other waste materials ceased prior to April 1975. This opinion is based on the features and changes noted on the aerial photography from 1975 to 1990 and documentation concerning evidence of access to the site (DEP, 1998 page 3; Calabrese deposition, page 89, page 99, page 102). After an extensive review of the

aerial photography, there is no definitive evidence that demonstrates when and where capacitors were disposed. Objects and other material observed onsite in 1980 and 1986 were not seen in prior years.

- It is not evident from the report what credentials Mr. Heidtman has in photointerpretation and photogrammetry. Given the fact that Mr. Heidtman's opinions are based primarily on topographic mapping, of which no methodology or accuracy statements have been provided, the accuracy of the mapping is, at this time, questionable.

APPENDIX A

Aerial Photography

Date	Agency	Scale	Mission Code	Roll/Frame
03-31-65	KEYSTONE	1:18,000	65-CT	2260, 2261
03-21-66	USGS	1:24,000	VBJY	6: 12-14
03-09-70	KEYSTONE	1:12,000	7002-2	2864, 2865
11-18-72	USGS	1:24,000	VDDE	2: 100-102
04-10-75	KEYSTONE	1:12,000	75-15	29: 5682, 5683
04-24-80	AERO GRAPHICS	1:12,000	08005	26-32: 3243, 3244
03-29-86	AERO GRAPHICS	1:12,000	58061	40-32: 7117, 7118
05-01-90	AERO GRAPHICS	1:12,000	09055	26-32: 5250, 5251

Documents and Maps

Fuss & O'Neill, Jeffrey P. Heidtman report on Opinions Regarding the Store Avenue Portion of the Scovill Landfill, Waterbury, CT, with attachments, (no date)

Scope of Study, Calabrese Property, Store Avenue, Waterbury, Connecticut, HRP #H-CAA-0, July 1989

Connecticut Department of Environmental Protection Correspondence:

- Interdepartmental Message to Sue Zampaglione to Paul Hassler, 3-22-89
- DEP Inspection 987, by Thomas RisCassi, 1989
- Memorandum to G. Scott Deshefy from Frank Bartolomeo, 3-27-89
- Memorandum to G. Scott Deshefy from Thomas RisCassi, 4-12-89
- Memorandum to G. Scott Deshefy From Thomas RisCassi, 4-12-89
- Site Summary by Deb Pernice and Melissa Blais, 1989

Scovill Industrial Landfill, Store Avenue, Waterbury Connecticut, Connecticut Department of Environmental Protection, Environmental Site Assessement, December 2, 1998

Draft Site Inspection Report for Scovill Industrial Landfill, Waterbury, Connecticut, prepared by Roy F. Weston, September 17, 1999

Meyers Associates - Division of Land into Parcel "A" and Remaining Land of Joseph A. Calabrese, 3-17-86

Anastas Associates Map – Store Ave. Apartments – Joseph Calabrese, 10-2-87

HRP Associates Map – Store Ave. Apartments – Joseph Calabrese, May 1989

APPENDIX A – CONTINUED

Documents and Maps

Scovill Brass: Buttons, Cameras and Cartridge Cases, 1997

USGS 1:24,000-scale Topographic Map, Waterbury, Connecticut, 1984

Deposition Transcripts:

- Joseph Calabrese, December 7, 1999
- John W. Caldwell, March 30, 2000
- Martin Moore, January 12, 2000
- Conrad Sansoucie, March 14, 2000
- Robert C. Weber, March 30, 2000

APPENDIX B

MARY D. SITTON
Curriculum Vitae

Environmental Research, Inc. 5267 John Marshall Hwy, Suite C Linden, VA 22642 Phone: 540-636-4460 Fax: 540-636-2628 email: envres@shentel.net

PROFESSIONAL EXPERIENCE

Environmental Research, Inc., Linden, VA July 1993 - present

President providing remote sensing analyses for environmental investigations and natural resource mapping. Specialize in historical aerial analysis to support remedial investigations of hazardous waste sites and environmental assessments of military installations. Document historical industrial operations and disposal practices to support environmental litigation. Oversee all aspects of the firm including marketing and proposal preparation, project and quality control, maintaining certifications and insurance, personnel, accounting and legal aspects.

Self-Employed May 1990-July 1993

Independent Environmental Consultant. Acquired and analyzed aerial photography to document site activity for the U.S. Department of Justice and law firms. Prepared attorney work products to support litigation and prepared for expert witness testimony as needed.

The Bionetics Corporation, Warrenton, VA January 1983 - April 1993
Held technical and managerial positions on two consecutive level-of-effort contracts with the EPA Environmental Photographic Interpretation Center (EPIC). Contract provided operational remote sensing, geographic information system (GIS) and photogrammetry support to EPA's research and regulatory programs for RCRA, CERCLA, SARA, Clean Water Act, Safe Drinking Act, and EMAP.

Team Leader, Hazardous Waste Analysis 1987 - 1993. The Team Leader position combined managerial and technical scientific duties to oversee all aspects of scientific work performed by the team; including staff training and research and development. Other duties included editing hazardous waste site analyses and other environmental assessment projects with respect to technical content; project control; prepared cost estimates and work plans; maintained liaison between the contract, EPA, and Department of Justice personnel. Also prepared standard operating procedures and prepared documents to be included in contract proposals. Authored over 60 EPA reports and edited numerous others from 1983 to 1993.

Program Manager, Army Installation Assessment Program 1984-1993. Managed a program established through an interagency agreement between EPA and the U.S. Army Toxic and Hazardous Materials Agency (USATHAMA, currently referred to as the Army Environmental Center). Aerial photography was used to identify and assess areas of past use, storage treatment and disposal of hazardous and/or explosive materials on Army installations. Scheduled, tracked and reported on work flow and resource utilization. Trained and directed analysis staff. Led field visits to develop signatures of military activities and for field reconnaissance.

Imagery Analyst 1983-1987. Performed imagery and collateral data research to produce detailed site analyses and reports. Analyzed remotely sensed data including conventional color, color infrared, thermal infrared, and black and white vertical and panoramic aerial photography to detect and inventory potential pollution sources, to monitor the migration of pollutants (e.g., plumes, spills, releases). Projects included detailed land use/land cover mapping, point and non-point source inventories, and detailed analysis of landfills and other industrial waste handling and disposal practices.

Developed a cost effective method of locating abandoned oil and gas wells using historical aerial photography as part of a cooperative R&D program with EPA/Environmental Monitoring Systems Laboratory, USGS, National Well Water Association and the Environmental Groundwater Institute at the University of Oklahoma. Work is cited in the ASPRS Manual of Photographic Interpretation, Second Edition, 1997.

EDUCATION

Radford University Radford, Virginia - Bachelor of Science Degrees
Geology and Business Management - 1982, 1980

PROFESSIONAL AFFILIATIONS/CERTIFICATIONS

American Society for Photogrammetry and Remote Sensing (ASPRS)

ASPRS Certified Mapping Scientist - #RS120

American Society for Testing and Materials

AWARDS AND LETTERS OF COMMENDATION

Received letter of appreciation from Department of Army, U.S. Topographic Engineering Center, for providing guidance to a team of Army scientists regarding remote sensing techniques used in environmental monitoring, January 1995.

Received Commendation and Award of Contractor Performance from the U.S. EPA Environmental Photographic Interpretation Center for work completed under the Hazard Ranking System project, October 1989.

Received letter of appreciation from the Department of Army for outstanding overhead imagery support provided during 1986.

PROFESSIONAL PAPERS, SEMINARS

Sitton, M.D. February 1999. "Who? Did What? When? Historical Aerial Photographic Analysis Supports Cost Recovery Litigation and Remediation". Abstract in Proceedings of the American Academy of Forensic Sciences 51st Anniversary Meeting, February 15-20, Orlando, FL.

Sitton, M.D. and Hickerson, G.H. February 1998. "Remote Sensing: An Essential Tool for Environmental Site Investigations". Abstract and presentation at 50th Annual Meeting of the American Academy of Forensic Scientists, February 10, 1998

Sitton, M.D. September 1997. "Historical Aerial Photographic Assessment Assists BRAC Cleanup Team at Fort Pickett". *Environmental Bulletin, A Quarterly Environmental Newsletter,* Norfolk District, U.S. Army Corps of Engineers, Vol. 2, Issue 3, September 1997, p. 1

Presented seminar "Remote Sensing: An Essential Tool for Environmental Site Investigations" at the Florida Environmental Chemistry Conference, December 2-6, 1997

Baer, W.L. and M. D. Sitton, 1984. "Incorporation of Hydrogeologic Data into United States Environmental Protection Agency/Environmental Photographic Interpretation Center Investigations". Proceedings of the National Water Well Association, Ground Water Technology Division, Eastern Regional Ground Water Conference, Newton, Massachusetts.

Baer, W. L. and M. D. Sitton. 1984. "Graphically Integrating Aerial Photography and Hydrogeologic Data in Evaluating Groundwater Pollution Sources: Southington, Connecticut", Hazardous Wastes and Environmental Emergencies, Houston, Texas.

Stout, K. K. and M. D. Sitton. 1984. "Locating Abandoned Oil and Gas Wells with Historical Aerial Photos". Proceedings of the First National Conference on Abandoned Wells; Problems and Solutions, Norman, Oklahoma, May 1984.

Attended and presented paper entitled "Uses of Aerial Photographic Analysis When Developing a Wellhead Protection Program" at EPA's Wellhead Protection Delineation Program conference, December 1988, New Orleans, Louisiana.

Completed EPA's Wellhead Protection Area Delineation Course, Aug. 1988, Fairfax, VA

Completed Revised Hazard Ranking Course, Nov. 1988, Mitre Corp, Vienna, VA

Completed the Geographic Information Systems and Remote Sensing Course, March 1986, National Space Technology Laboratories, Mississippi

Completed "The Hydrologic Significance of Fracture Trace and Lineament Related Structures" course, Penn State University, Richard Parizek and D. P. Gold, March 1986

Completed Terrain Analysis Course by Robert Frost, May 1984, Warrenton, VA

EXPERT WITNESS/PRIOR TESTIMONY

Retained as an expert by the Department of Justice, Environmental Enforcement Section in seven cases brought by the United States. Provided written aerial photographic analysis reports to support litigation for five of the seven cases.
Provided deposition testimony for the following:
Burlington Northern Railroad Co. v. Allianz Ins. Co., et al., November 30, 1994

Loren S. Riggins, Jr. et al. v. Domanic & Rosa Connena, Superior Court of New Jersey, Law Division - Gloucester County, October 2, 1995

CSX Transportation, Inc. v. Admiral Insurance Company, U.S. District Court for the Middle District of Florida, Jacksonville District, November 8, 1995

Commercial Union Insurance Co. et al. v. Cannelton Industries, September 16, 1996

Wausau v. McGraw-Edison Co., Circuit Court, Dupage Co., IL, October 22, 1997

Allstate Insurance Co., et al. v. Sta-Rite Industries, et al. State of Wisconsin: Circuit Court: Milwaukee County, April 28 and 29, 1998

American Cyanamid Co. v. Aetna Casualty & Surety Co. Superior Court of New Jersey, Law Division, Passaic County, November 2, 1998

TRW Inc. v. Underwriters at Lloyd's of London, et al. Court of Common Pleas, Trial Division, Philadelphia County, PA, January 28, 1999

Hoechst Celanese Corp. v. Aetna Casualty & Surety Co. Baltimore City Circuit Court, January 14, 2000

EXCALIBUR GROUP, LLC
Environmental Consulting, Engineering, and Remediation

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June 8, 2000

Charles Perry
Hunton & Williams
Bank of America Plaza, Suite 4100
600 Peachtree Street, N.E.
Atlanta, Georgia 30308-2216

RE: Comments on Opinion of Jeffrey Heidtman
Former Scovill Property, Waterbury, CT
Joseph Calabrese, Sr. v. Raymond F. McHugh, Jr., et al.
U.S.D.C. District of CT Civil No.: 398CV01603 (GLC)

Dear Charles:

I have reviewed the list of materials provided by your firm that Mr. Heidtman used to formulate his opinions expressed in Section 2 of the report prepared by Fuss & O'Neil ("the opinion document"). As we discussed, my draft comments relate to his second opinion presented on page 2 of the opinion document which stated :

"It is my opinion that the capacitors found in the excavated soils and waste materials taken from the southern portion of the 1988 building excavation were deposited in the landfill contemporaneously with deposited ash, demolition debris, crushed drums, industrial sludge, and scrap metal".

This opinion was reportedly based on three key factors, including:

- The distribution of capacitors in three different excavation stockpiles;
- The reported method of site excavation; and
- The discovery of at least one capacitor in the excavation.

Relying on these factors, Mr. Heidtman formulated his opinion that the capacitors *"...must have come to the site for disposal at different times and over a considerable period of time; consistent with the disposal of ash, demolition debris, crushed drums, industrial sludge, and scrap metal..."* found on the site. He also opined that this disposal of capacitors and other waste materials began before 1965 and ceased prior to 1975.

Based on an extensive review of the file materials, it is my opinion that Mr. Heidtman did not have sufficient information to offer his conclusive assessment of the depositional history of the

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site capacitors. It is my belief that the distribution of capacitors in the three stockpiles, as described in the reviewed material, does not approach the type and quality of information needed to determine how, when or where the capacitors were deposited on the site. Also, , in my opinion, the reported presence of a capacitor at the base of the excavation (15 to 20 feet below grade) and well below the buried construction debris speaks more to it falling or being placed there during construction than it does to the depositional history of the capacitors.

Specific concerns with Mr Heidtman's opinion and information that undermine his assessment are presented below. After a thorough review of the materials provided, I have concluded that the information in the documents do not support the logic applied or the ensuing absolute conclusions drawn in the opinion document. The opinion document apparently, directly correlates the distribution of the capacitors in three of the excavated piles with the distribution of the capacitors in the area excavated. In my opinion, establishing such a correlation requires much more information than found in the reviewed materials. To begin to determine if such a correlation may exist, documentation on the *in-situ* locations of the capacitors, how the excavation and stockpile construction were conducted, and the approach employed to ensure consistency in these methods for all three piles would be needed, at a minimum. Such information could include:

- Written excavation and pile construction plans with documentation that the plans were followed by the equipment operator(s) and construction personnel;
- Detailed descriptions of the specific methods used to excavate the soils placed in the three piles;
- Detailed descriptions of the specific procedures used to "construct" and maintain the three piles, including specific procedures to maintain stockpile stability and to immobilize deposited capacitors;
- Detailed descriptions of the actual vertical and lateral soil profiles developed from field observations and measurements made during the construction project;
- Detailed excavation logs and associated field measurements and estimates;
- Photographic documentation of excavation and stockpile construction progress;
- Detailed descriptions of the exact *in-situ* locations and depths of all the capacitors within the excavation area relative to established, verifiable benchmarks;
- Description and results of any geophysical studies, test pit or trenching conducted prior to excavation, or other methods or studies used to determine the *in-situ* locations of all the capacitors by follow-up test pit excavations;

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- Detailed description of the quality assurance/quality control procedures employed during the construction project to ensure consistency in excavation and soil pile construction and adherence to the excavation and soil pile construction plan; and

- Detailed description of how materials removed from any portion of the total excavation are known to have been placed in a predicted location within each of the three respective soil piles.

As far as I know, none of this information was presented in the documents used Mr. Heidtman to base his opinion. It is unknown whether the excavation and pile construction methods were consistent or different among the three piles or whether the piles were constructed sequentially or separately, vertically or laterally, or in some other manner. Without this information it would be very difficult to begin to draw meaningful correlations between the capacitors' locations after excavation to those before excavation.

In fact, the site owner's own consultant, HRP Associates, reported in its revised July 1989 report that some of the material in all three piles had been excavated from a specific location within the excavation (i.e., the southeast corner). This suggests that each pile did not necessarily contain materials exclusively dug out from an area or portion of the total excavation unique or dedicated to that pile. Instead, this suggests that all three piles contained materials removed from common excavated areas. In short, the capacitors' locations after excavation cannot be used to reliably determine where the capacitors were located prior to excavation.

The data also do not allow for a determination on whether the capacitors were buried within the same time frame as other fill materials. In my opinion, even if the pre-excavation distribution and depths of the capacitors were known, and accurate cross-sectional soil profiles were available, it would not be possible to determine if the heterogeneous mix of several feet of fill materials had been disturbed during subsequent placement of the capacitors. In order for any opinion to begin to be made regarding the depositional history of the capacitors, one would first need to establish if there was any pattern in the distribution of the capacitors in the subsurface. In addition, one would need to look at cross-sectional patterns of the fill materials to show that the soil matrices around the capacitors had not been disturbed to opine that the capacitors had indeed been contemporaneously deposited onsite with other fill materials. No such documentation was found in the opinion document.

I also believe that meaningful correlations between the locations of the capacitors before and after excavation cannot be drawn because of the lack of adequate security measures during and after the construction period. The DEP records attest to this deficiency during and after the construction period. Without adequate fencing or other security measures, insufficient site controls were in place to prevent trespassers from entering the construction site and handling, displacing, and/or moving any or all of the capacitors. This is certainly a possibility given that all but one of the capacitors documented by DEP were apparently located on the surfaces of the three piles. Given that the file did not specify the duration of the excavation activities, nor how long the piles had been formed and exposed to potential trespassers prior to their discovery by the DEP in March 1989, it is unknown whether considerable time may have passed before the

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DEP arrived on-site to document the capacitors' locations on the piles. Nothing in the opinion document rules out the possibility that capacitors could have been brought to the site by a third party before the DEP arrived.

Also, it is unknown if the lax security had anything to do with presence of one or more of the capacitors on the property. It seems unusual that after various inspections by the DEP and consultants in 1989 and several years worth of local, state and federal regulatory inspections, various removal actions and other efforts aimed at inspecting and ridding the site of capacitors, that two new capacitors were found both in 1989 and 1998. Both times, both capacitors were partially exposed within soil piles previously inspected by multiple parties.

I also feel that the distribution of capacitors in three different piles of excavated materials cannot be used to definitively determine either the *timing* or the *duration* of when the capacitors arrived on the site. Mr. Heidtman uses the capacitors' distribution on the surfaces of the piles as a rationale for concluding that the capacitors *must have* been deposited on the site contemporaneously with ash and other materials. In reality, the capacitors could have been placed on the site anytime after the ash and other materials were deposited (e.g., via trenching/excavating through the waste material). In fact, the capacitors could have been placed on the unsecured property in one or more locations at any time before their initial discovery by the Connecticut Department of Environmental Protection (DEP) in March 1989. This includes any time within the 14-year time span following the April 1975 absolute disposal threshold date asserted in Mr. Heidtman's opinion. In essence, the mere presence of the capacitors on the surfaces of the three piles does not refute the real possibility that they could have been deposited or buried on the property completely independent of the disposal of the other materials and at a different time or times *after* these other materials had already been deposited onsite. It is even possible, as discussed above, that capacitors were deposited on the site after the stockpiles had been constructed. As such, no reliable conclusions can be drawn about the start dates or end dates of the deposition of the capacitors cited by Mr. Heidtman.

Another weakness in the opinion document that the distribution of the capacitors in the excavated piles meant that the capacitors *had to* come to the site over a considerable period of time is revealed when the volume of excavated material is evaluated. According to HRP Associates (HRP) which sampled the piles, the total estimated volume of materials contained in the three piles was approximately 1,075 cubic yards. To infer that it would take many years for an industrial facility or other party to dispose of this volume of material is misleading because this volume of material could easily and reasonably be generated during a typical project or industrial activity.

Discovery of one capacitor in the excavation cannot be used to chronicle when the capacitors found onsite in 1989 were deposited at the property. This capacitor was found at the base of the excavation between two unspecified footing walls in a pool of water. According to HRP, the capacitor was located in the southeast corner of the excavation. The DEP indicated that the depth of the excavation in this portion of the construction project ranged from approximately 15

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to 20 feet. HRP reported from its own site observations that waste materials were present in the upper 6 to 10 feet of the subsurface in the excavated areas.

This being the case, the existence of the capacitor in the excavation could represent one of three likely scenarios including:

- The capacitor fell into the excavation from the surface during excavation or after it had already been dug up during excavation; or
- The capacitor was placed into the excavation after it had already been dug up.

Regardless of which scenario might apply, neither supports any particular timeline when the capacitors arrived onsite and both scenarios suggest careless site work and/or maintenance (i.e., poor planning and implementation).

In summary, after a review of the listed documents, it is my opinion that the specific timing and duration over which the capacitors found by the DEP in 1989 arrived onsite cannot be determined from the file documents.

Please feel free to contact me with any questions you may have. I appreciate the opportunity to work you on this matter and look forward to continuing to support your efforts.

Sincerely,

Stephen L. Wendt

Cc: N. Bauer

Stephen L. Wendt has over 20 years experience in conducting and managing environmental assessments, compliance evaluations, third-party technical reviews, site investigations, field services and remediation projects. Mr. Wendt has personally conducted over 200 detailed on-site assessments of industrial and commercial facilities on 5 continents, and supervised project teams on nearly 1,000 additional assessments to identify and quantify environmental risks and financial and regulatory liabilities. Mr. Wendt has overseen a range of facility and field investigations and conducted detailed third party reviews of documentation prepared by other consultants/engineers to provide critical analyses and remedial cost information within compressed schedules. He is a proven manager of multidisciplinary teams, having led many complex environmental assessment and audit projects, innovative environmental engineering/remediation assignments, key industrial siting programs, and several other environmental consulting and due diligence projects. He has successfully negotiated with various environmental regulatory agencies, directed teams engaged in identifying remedial solutions most compatible with clients' facility needs, and written and published many articles on environmental topics. Mr. Wendt has also consulted international and domestic manufacturers and investors on purchasing, planning, locating, designing, constructing, and/or permitting major industrial facilities in the U.S.

In his capacity as Managing Partner of Excalibur Group, LLC since the company was formed in 1999, Mr. Wendt has overseen the technical direction of the company and lead several client programs and environmental consulting, assessment, due diligence, and third party evaluation projects. Serving as a senior technical reviewer in support of the $280 million Pennsylvania Petroleum Underground Storage Tank Indemnification Fund, he helped identify several hundreds of thousands of dollars in unjustified and unsubstantiated environmental reimbursement claims and proposals subsequently denied by the Fund. Mr. Wendt has conducted environmental assessments of industrial facilities, coordinated the company's engineering and field investigation resources to prepare critical remedial alternatives analyses, site characterizations and remedial action plans. He has also participated and contributed to numerous environmental consulting, engineering and remedial projects involving site redevelopment, field sampling, underground storage tank (UST) closures, regulatory negotiations and research, historical facility evaluations, and forensics analyses.

Prior to founding Excalibur, he served as Vice President for over 10 years with one of the largest US-based environmental firms, ICF Kaiser Engineers, managing multidisciplinary teams on scores of domestic and international environmental consulting, engineering, UST site closure and remediation projects. Many of these projects were conducted in support of commercial and industrial property transactions requiring detailed evaluations of past on-site operations and disposal practices to identify and address environmental liabilities. One such project involved 55 staff performing Phase I assessments, environmental historical evaluations, and Phase II investigations in support of a $1.4 billion transaction involving 984 sites in 14 U.S. states. He introduced several new environmental assessment service areas and remedial approaches and published various articles on remedial alternative analyses, site closures, and other topics.

As Vice President and Director with Risk Science International, he managed the company's environmental assessment operations and directed technical operations in the Pacific Rim. Mr. Wendt has served as an Industrial Investigator for the Washington Suburban Sanitary Commission, a Field Team Research Team Member in Antarctica who received the National Science Foundation Antarctic Service Medal and the Exploration and Scientific Achievement Award for his research contributions, and as a Research Scientist on a National Institutes of

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Health grant recognized as a key researcher to make two critical epidemiological breakthroughs that helped solve unique human infection patterns in the U.S.

Mr. Wendt holds an M.S. in Microbiology and a B.S. in Biology from Virginia Polytechnic Institute & State University.

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Wendt, S.L., George, K.L., Parker, B.C., Gruft, H., and Falkinham, J.O., III, 1980. Epidemiology of Infection by Nontuberculous Mycobacteria. III. Isolation of Potentially Pathogenic Mycobacteria from Aerosols. Am. Rev. Resp. Dis. Vol. 122, No. 2, 259-263, Aug 1980.

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Wendt, S.L. 1979. The Occurrence, Distribution and Potential Movement of Atypical Mycobacteria in the James River and Associated Aerosols. Master's Thesis, Virginia Polytechnic Institute and State University, Blacksburg, Virginia.

Parker, B.C., Ford, A.B., Allnut, T., Bishop, B., and Wendt, S.L., 1979. Baseline Microbiological Data for Soils of the Dufek Massif. Anarct. J. U.S. XII (4): 24-26.

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COMPENSATION

Excalibur Group, LLC is being reimbursed on a time and materials basis for its environmental services. The company has incurred approximately $ 5,800 in labor and direct expenses for services in preparing this report. Services beyond those provided to date will be billed at an hourly labor rate basis plus direct expenses (e.g., transportation, travel, lodging, meals, long distance telephone, courier, and other direct expenses normally billed to clients) which will be invoiced at cost plus 10%.

THE OPINIONS STATED HEREIN,
REGARDING THE STORE AVENUE PORTION
OF THE SCOVILL LANDFILL, WATERBURY, CT,
CIVIL ACTION NO. 39 CV012603 (GLG),
ARE THOSE OF THE UNDERSIGNED

Jeffrey P. Heidtman

Fuss & O'Neill Inc. *Consulting Engineers*

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1.0 INTRODUCTION

This report, prepared at the request of Kosloff & Harding, attorneys for Joseph Calabrese, concerns certain real property, located on Store Avenue, Waterbury, Connecticut, that is the subject of the case styled *Calabrese v. McHugh, et al*, CIVIL NO 398 CV-01603 (GLG) pending in the U.S. District Court for the District of Connecticut. Jeffrey P. Heidtman has formulated opinions related to historic and recent use of the property and associated issues relevant to the case. These opinions, the basis and reasons therefore, and the data and information considered in their formulation are described below.

2.0 OPINIONS[1]

Opinions regarding the disposal of hazardous wastes at the Store Avenue portion of the "Scovill Landfill" site. The Plan and Profile Map shows the Store Avenue portion of the Scovill Landfill site. Section 3.0, No. 5 (attached).

It is my opinion that landfilling activities at the Store Avenue portion of the Scovill Landfill site began prior to 1965 and ceased prior to April 10, 1975.

It is apparent that the surface elevations of the subject site are unchanged, with two exceptions, from 1975 to 1990. This opinion is based on the aerial photographs completed by the State of Connecticut in 1965, 1970,1975, 1980, 1986 and 1990 and resultant topographic mapping, developed by Fuss & O'Neill. The two exceptions are the excavations completed as part of the proposed building construction in 1988 and a stockpile of earth noted in the April 1975 photography. Some slight decrease in the surface elevation of the landfill may have occurred over this twenty year period. Such a decrease is consistent with settlement that can be expected at a landfill site. Several reports and maps included in Section 3.0 support this opinion. Section 3.0, Nos. 5-8 (attached); Section 3.0, No. 1 (specifically the aerial photographs).

[1] All documents and other items forming the basis of these opinions are listed in Section 3.0. In addition, several of these items are, as indicated, attached in Section 3.0.

It is my opinion that the capacitors found in excavated soils and waste materials taken from the southern portion of the 1988 building excavation were deposited in the landfill contemporaneously with deposited ash, demolition debris, crushed drums, industrial sludge, and scrap metal.

This opinion is based on the distribution of capacitors in three different piles as identified by Connecticut Department of Environmental Protection ("DEP") personnel and others[2], the reported method of excavation of the site, and the discovery of at least one capacitor in the excavation. These facts show, to a reasonable degree of certainty, that the capacitors were distributed through-out the southern portion of the excavation area. Thus they must have come to the site for disposal at different times and over a considerable period of time; consistent with the disposal of ash, demolition debris, crushed drums, industrial sludge and scrap metal found widely through-out the site. The disposal of capacitors and other waste materials described above began prior to 1965 and ceased prior to April 1975.

Finally it is my opinion that the presence of the capacitors significantly contributed to the contamination of soils, ash, demolition debris and industrial waste with polychlorinate biphenol compounds (PCB's). The capacitors, together with industrial sludges containing hazardous levels of nickel, cadmium, lead and other metals, caused a DEP removal action at this site in 1998 and 1999.

This opinion is based on site descriptions, soil test results and photographs found in the reports referenced in Section 3.0. In addition, this opinion is supported by various hazardous waste manifests referenced and attached in Section 3.0. Visual reports by DEP personnel and consultants, as well as site photographs, document leakage from several capacitors causing contamination of underlying soils and groundwater, and further support this opinion.

[2] Numerous other persons identified the capacitors as being located in three different piles, including: Mr. Calabrese, Antonio Morera, and EPA Contractor Roy F. Weston.

3.0 LIST OF MATERIALS REFERENCED

The following is a list of documents and materials used in formulating the opinions expressed in Section 2.0:

1. Connecticut Department of Environmental Protection Report captioned: Scovill Industrial Landfill, Store Avenue, Waterbury, Connecticut, Cerclis No. CT0002265551, Environmental Site Assessment, December 2, 1998.

2. Connecticut Department of Environmental Protection, Bureau of Waste Management, Oil and Chemical Spill Response Division Report captioned: Emergency Incident Report, Case No. 99-01737, March 19, 1999.

3. Report Prepared for the Federal Environmental Protection Agency by Roy F. Weston, Associates captioned: Draft SI, Scovill Industrial Landfill, September 1999.

4. Report by HRP Associates, Inc. captioned: Scope of Study, Calabrese Property, Store Avenue, Waterbury, Connecticut, HRP #HG-CAA-0, revised July, 1989.

5. Plan and Profile Map, developed by Fuss & O'Neill and attached in this section.

6. 1986 Topographic Survey, developed by Fuss & O'Neill and attached in this section.

7. 1975 Topographic Survey, developed by Fuss & O'Neill and attached in this section.

8. 1990 Topographic Survey and Data Accumulation Plan, developed by Fuss & O'Neill and attached in this section.

9. Various 1998 and 1999 Hazardous Waste Manifests attached in this section.

10. Meyers Associates Map captioned: Division of Land into Parcel "A" and Remaining Land of Joseph A. Calabrese, Newbury Street, Waterbury, Connecticut, March 17, 1986.

11. Anastes Associates Map captioned: Store Avenue Apartments, Project No. 8726, Drawing No. SP-1, October 2, 1987.

NYG 0821385

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

Please type or print. Do not staple

(Rev. 3/97)

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA No. CTP000019800 — Manifest Doc. No. 21385

2. Page 1 of 1

Information within heavy bold line is not required by Federal Law

3. Generator's Name and Mailing Address: Pursuant to Emergency Response Under CGS-22A-451, Responsible Party is Gilkinson Oil Dwaldia

4. Generator's Telephone Number: (860) 424 3377

5. Transporter 1 (Company Name): Environmental Services, Inc.

6. US EPA ID Number: CTD018811802

7. Transporter 2 (Company Name)

8. US EPA ID Number

9. Designated Facility Name and Site Address: CWM Chemical Services, LLC, 1550 Balmer Rd, Model City, NY 14107

10. US EPA ID Number: NYD049836679

A. NYG 0821385

B. Generator's ID: Stone Ave Waterbury, CT

C. State Transporter's ID: CT 16

D. Transporter's Telephone: (860) 528-7500

E. State Transporter's ID

F. Transporter's Telephone ( )

G. State Facility ID

H. Facility Telephone (716) 754-8231

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)	12. Containers Number	Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No.
a. Hazardous Waste Solid, N.O.S., 9, NA-3077, PG III	001	CM	00018 EST.	Y	EPA D008 STATE None
b.					EPA STATE
c.					EPA STATE
d.					EPA STATE

J. Additional Descriptions for Materials listed Above: a. CJ 2639

K. Handling Codes for Wastes Listed Above: a. L

15. Special Handling Instructions and Additional Information: 24 Hr. ChemTrec (800) 424-9300. 11a) ERG # 171. All copy manifests to: ESI. 90 Brookside St. Southington, CT 06074. 12. Over charge 990202 (42) only

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR if I am a small generator, I have made a good faith effort to minimize my waste and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name: [illegible] — Signature: [illegible] — Mo. 04 Day 30 Year 99

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name: [illegible] — Signature: [illegible] — Mo. 04 Day 30 Year 99

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name: Gary Smaglis — Signature: Gary Smaglis — Mo. 05 Day 03 Year 99

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

Printed/Typed Name — Signature — Mo. Day Year

GENERATOR — TRANSPORTER — FACILITY

In case of emergency or spill immediately call the National Response Center (800) 424-8802 and the NYS Department of Environmental Conservation (518) 457-7362

NYG0821385

DIVISION OF SOLID & HAZARDOUS MATERIALS

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

Please type or print. Do not staple.

(Rev. 3/97)

In case of emergency or spill immediately call the National Response Center (800) 424-8802 and the NYS Department of Environmental Conservation (518) 457-7362

GENERATOR

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA No. | Manifest Doc. No

2. Page 1 of 1

Information within heavy bold line is not required by Federal Law

A. NYG0821385

3. Generator's Name and Mailing Address

4. Generator's Telephone Number

B. Generator's ID

C. State Transporter's ID

D. Transporter's Telephone

E. State Transporter's ID

F. Transporter's Telephone ( )

G. State Facility ID

H. Facility Telephone

5. Transporter 1 (Company Name) | 6. US EPA ID Number

7. Transporter 2 (Company Name) | 8. US EPA ID Number

9. Designated Facility Name and Site Address | 10. US EPA ID Number

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)	12. Containers Number	Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No.
a.					EPA / STATE
b.					EPA / STATE
c.					EPA / STATE
d.					EPA / STATE

J. Additional Descriptions for Materials listed Above

K. Handling Codes for Wastes Listed Above

15. Special Handling Instructions and Additional Information

16. **GENERATOR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR if I am a small generator, I have made a good faith effort to minimize my waste and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name | Signature | Mo | Day | Year

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Mo | Day | Year

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Mo | Day | Year

FACILITY

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

Printed/Typed Name | Signature | Mo | Day | Year

Profile Number: CJ2619 State Manifest No: _____

1. Is this waste a non-wastewater or wastewater? (See 40 CFR 268.2) Check ONE: Nonwastewater X Wastewater
2. Identify ALL USEPA hazardous waste codes that apply to this waste shipment, as defined by 40 CFR 261. For each waste code, identify the corresponding subcategory, or check NONE if the waste code has no subcategory. Spent solvent treatment standards are listed on the following page. If F039, multi-source leachate applies, those constituents must be listed and attached by the generator. If D001-D043 requires treatment of the characteristic and meet 268.48 standards, then the underlying hazardous constituent(s) present in the waste must be listed and attached.

REF #	3. US EPA HAZARDOUS WASTE CODE(S)	4. SUBCATEGORY ENTER THE SUBCATEGORY DESCRIPTION. IF NOT APPLICABLE, SIMPLY CHECK NONE		5. HOW MUST THE WASTE BE MANAGED? ENTER LETTER FROM BELOW
		DESCRIPTION	NONE	
1	D006		X	A
2	D008		X	A
3				
4				

To identify F039 or D001-D043, underlying hazardous constituent(s), use the "F039/Underlying Hazardous Constituent Form" provided (CWM-2004) and check here:
If no UHCs are present in the waste upon its initial generation check here: X
To list additional USEPA waste code(s) and subcategorie(s), use the supplemental sheet provided (CWM-2005-B) and check here:

HOW MUST THE WASTE BE MANAGED? In column 5 above, enter the letter (A, B1, B2, B3, C, D or E) below that describes how the waste must be managed to comply with the land disposal regulations (40 CFR 268.7). Please understand that if you enter the letter B1, B2, B3 or D, you are making the appropriate certification as provided below. (States authorized by EPA to manage the LDR program may have regulatory citations different from the 40 CFR citations listed below. Where these regulatory citations differ, your certification will be deemed to refer to those state citations instead of the 40 CFR citations.

A. RESTRICTED WASTE REQUIRES TREATMENT
This waste must be treated to the applicable treatment standards set forth in 40 CFR 268.40.
For Hazardous Debris: "This hazardous debris is subject to the alternative treatment standards of 40 CFR 268.45."

B.1 RESTRICTED WASTE TREATED TO PERFORMANCE STANDARDS
"I certify under penalty of law that I have personally examined and am familiar with the treatment technology and operation of the treatment process used to support this certification. Based on my inquiry of those individuals immediately responsible for obtaining this information, I believe that the treatment process has been operated and maintained properly so as to comply with the treatment standards specified in 40 CFR 268.40 without impermissible dilution of the prohibited waste. I am aware there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment."

B.2 (Certification removed by Phase IV.)

B.3 GOOD FAITH ANALYTICAL CERTIFICATION FOR INCINERATED ORGANICS
"I certify under penalty of law that I have personally examined and am familiar with the treatment technology and operation of the treatment process used to support this certification. Based on my inquiry of those individuals immediately responsible for obtaining this information, I believe that the nonwastewater organic constituents have been treated by combustion in units as specified in 268.42 Table 1. I have been unable to detect the nonwastewater organic constituents despite having used best good faith efforts to analyze for such constituents. I am aware that there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment."

B.4 UNCHARACTERIZED WASTE REQUIRES TREATMENT FOR UNDERLYING HAZARDOUS CONSTITUENTS
"I certify under penalty of law that the waste has been treated in accordance with the requirements of 40 CFR 268.40 to remove the hazardous characteristic. This decharacterized waste contains underlying hazardous constituents that require further treatment to meet universal treatment standards. I am aware that there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment."

C. RESTRICTED WASTE SUBJECT TO A VARIANCE
This waste is subject to a national capacity variance, a treatability variance, or a case-by-case extension. Enter the effective date of prohibition in column 5 above.
For Hazardous Debris: "This hazardous debris is subject to the alternative treatment standards of 40 CFR Part 268.45."

D. RESTRICTED WASTE CAN BE LAND DISPOSED WITHOUT FURTHER TREATMENT
"I certify under penalty of law I personally have examined and am familiar with the waste through analysis and testing or through knowledge of the waste to support this certification that the waste complies with the treatment standards specified in 40 CFR Part 268 Subpart D. I believe that the information I submitted is true, accurate and complete. I am aware that there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment."

E. WASTE IS NOT CURRENTLY SUBJECT TO PART 268 RESTRICTIONS
This waste is a newly identified waste that is not currently subject to any 40 CFR Part 268 restrictions.

I hereby certify that all information submitted in this and all associated documents is complete and accurate, to the best of my knowledge and information.

Signature S. Clay Title Agent on behalf of Customer Date 4-30-99

NYG 0821385

DIVISION OF SOLID & HAZARDOUS MATERIALS

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

Please type or print. Do not staple. (Rev. 3/97)

In case of emergency or spill immediately call the National Response Center (800) 424-8802 and the NYS Department of Environmental Conservation (518) 457-7362

GENERATOR

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA No. CTP000178000 Manifest Doc. No. 211385

2. Page 1 of 1

Information within heavy bold line is not required by Federal Law.

3. Generator's Name and Mailing Address: Pursuant to Emergency Response Under CGS 22a-451, Responsible Party is Unknown or Dual-Use

4. Generator's Telephone Number: (860) 424 3377

A. NYG 0821385

B. Generator's ID: Store Ave Waterbury, CT

5. Transporter 1 (Company Name): Environmental Service, Inc.

6. US EPA ID Number: CTD001888808

C. State Transporter's ID: CT 16

D. Transporter's Telephone: (860) 528-9500

7. Transporter 2 (Company Name)

8. US EPA ID Number

E. State Transporter's ID

F. Transporter's Telephone ( )

9. Designated Facility Name and Site Address: CWM Chemical Services, LLC, 1550 Balmer Rd, Model City, NY 14107

10. US EPA ID Number: NYD049836679

G. State Facility ID

H. Facility Telephone (716) 754-8231

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)	12. Containers Number	Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No.
a. Hazardous Waste Solid, N.O.S., 9, NA-3077, PG III	001	CM	00018	Y	EPA D006 D008 STATE None
b.					EPA STATE
c.					EPA STATE
d.					EPA STATE

J. Additional Descriptions for Materials listed Above: a. CJ 2639 b. c. d. 8150379 6

K. Handling Codes for Wastes Listed Above: a. L b. c. d.

15. Special Handling Instructions and Additional Information: 24 Hr. Chemtrec (800) 424-9300 (1) CRG # 171 (SR499880) All copy manifests to: EST [illegible] Southington, CT 06489

16. **GENERATOR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR if I am a small generator, I have made a good faith effort to minimize my waste and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name: [illegible] Signature: [illegible] Mo. 10 Day 14 Year 98

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name: [illegible] Signature: [illegible] Mo. 10 Day 13 Year 98

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name: [illegible] Signature: [illegible] Mo. 10 Day 13 Year 98

FACILITY

19. Discrepancy Indication Space

~~ITEM 3 SHOULD BE:~~ ~~CONNECTICUT DEPT. ENVIRONMENTAL~~ ~~STORE AVE, WATERBURY, CT 06702~~

actual lbs 34000 P [illegible] 10/05/98

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

Printed/Typed Name: Eileen Carter Signature: Eileen Carter Mo. 10 Day 15 Year 98

COPY 5 — Generator — Mailed by TSD Facility

NYG0821376

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

Please type or print. Do not staple

(Rev. 3/97)

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA No. CTD000118001 | Manifest Doc. No 913376

2. Page 1 of 1

Information within heavy bold line is not required by Federal Law.

3. Generator's Name and Mailing Address Pursuant To Emergency Response Under CGS 22A-451, Responsible Party is unknown or unavailable

4. Generator's Telephone Number (860) 424-3377

5. Transporter 1 (Company Name) Environmental Services, Inc

6. US EPA ID Number CTD011811802

7. Transporter 2 (Company Name)

8. US EPA ID Number

9. Designated Facility Name and Site Address Cwm Chemical Services, LLC, 1550 Balmer Rd, Model City, NY 14107

10. US EPA ID Number NYD049836679

A. NYG 0821376

B. Generator's ID Store Fire Waterbury, CT

C. State Transporter's ID CT-16

D. Transporter's Telephone (860) 528-9500

E. State Transporter's ID

F. Transporter's Telephone ( )

G. State Facility ID

H. Facility Telephone (716) 754-8231

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)	12. Containers Number	Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No
a. Hazardous Waste Solid, N.O.S., 9, NA-3077, PG III	001	CM	00018 EST	Y	EPA D008 STATE None
b.					EPA STATE
c.					EPA STATE
d.					EPA STATE

J. Additional Descriptions for Materials listed Above

a. CJ 2635

c.

b.

d.

K. Handling Codes for Wastes Listed Above

a. L

c.

b.

d.

15. Special Handling Instructions and Additional Information

11a) ERG #171

24 HR # Chemtrec (800) 424-9300

ALL COD & manifests TO: ESI 90 Brookfield St, S. Windsor, CT 06074

990804

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment, OR if I am a small generator, I have made a good faith effort to minimize my waste and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name [illegible] | Signature [illegible] | Mo 10 Day 30 Year 1997

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name Earl Fortier | Signature [illegible] | Mo 10 Day 30 Year 1997

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Mo Day Year

FACILITY

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19

Printed/Typed Name | Signature | Mo Day Year

In case of emergency or spill immediately call the National Response Center (800) 424-8802 and the NYS Department of Environmental Conservation (518) 457-7362

NYG0821376

DIVISION OF SOLID & HAZARDOUS MATERIALS

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

Please type or print. Do not staple.

(Rev. 3/97)

In case of emergency or spill immediately call the National Response Center (800) 424-8802 and the NYS Department of Environmental Conservation (518) 457-7362

GENERATOR

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA No. | Manifest Doc. No.

2. Page 1 of 1

Information within heavy bold line is not required by Federal Law.

A. NYG0821376

3. Generator's Name and Mailing Address

4. Generator's Telephone Number

B. Generator's ID

5. Transporter 1 (Company Name) | 6. US EPA ID Number

C. State Transporter's ID

D. Transporter's Telephone

7. Transporter 2 (Company Name) | 8. US EPA ID Number

E. State Transporter's ID

F. Transporter's Telephone ( )

9. Designated Facility Name and Site Address | 10. US EPA ID Number

G. State Facility ID

H. Facility Telephone

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)	12. Containers Number	Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No.
a.					EPA / STATE
b.					EPA / STATE
c.					EPA / STATE
d.					EPA / STATE

J. Additional Descriptions for Materials listed Above

a. | b. | c. | d.

K. Handling Codes for Wastes Listed Above

a. | b. | c. | d.

15. Special Handling Instructions and Additional Information

TRANSPORTER

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR if I am a small generator, I have made a good faith effort to minimize my waste and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name | Signature | Mo. | Day | Year

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Mo. | Day | Year

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Mo. | Day | Year

FACILITY

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

Printed/Typed Name | Signature | Mo. | Day | Year

Profile Number: CJ7639 State Manifest No: _____

1. Is this waste a non-wastewater or wastewater? (See 40 CFR 268.2) Check ONE: Nonwastewater X Wastewater
2. Identify ALL USEPA hazardous waste codes that apply to this waste shipment, as defined by 40 CFR 261. For each waste code, identify the corresponding subcategory, or check NONE if the waste code has no subcategory. Spent solvent treatment standards are listed on the following page. If F039, multi-source leachate applies, those constituents must be listed and attached by the generator. If D001-D043 requires treatment of the characteristic and meet 268.40 standards, then the underlying hazardous constituent(s) present in the waste must be listed and attached.

REF #	3. US EPA HAZARDOUS WASTE CODE(S)	4. SUBCATEGORY ENTER THE SUBCATEGORY DESCRIPTION. IF NOT APPLICABLE, SIMPLY CHECK NONE		5. HOW MUST THE WASTE BE MANAGED? ENTER LETTER FROM BELOW
		DESCRIPTION	NONE	
1	D006		X	A
2	D008		X	A
3				
4				

To identify F039 or D001-D043, underlying hazardous constituent(s), use the "F039/Underlying Hazardous Constituent Form" provided (CWM-2006) and check here:
If no PBCs are present in the waste upon its initial generation check here: X
To list additional USEPA waste code(s) and subcategorie(s), use the supplemental sheet provided (CWM-2005-B) and check here:

HOW MUST THE WASTE BE MANAGED? In column 5 above, enter the letter (A, B1, B2, B3, C, D or E) below that describes how the waste must be managed to comply with the land disposal regulations (40 CFR 268.). Please understand that if you enter the letter B1, B2, B3 or D, you are making the appropriate certification as provided below. (States authorized by EPA to manage the LDR program may have regulatory citations different from the 40 CFR citations listed below. Where these regulatory citations differ, your certification will be deemed to refer to those state citations instead of the 40 CFR citations.

A. RESTRICTED WASTE REQUIRES TREATMENT
This waste must be treated to the applicable treatment standards set forth in 40 CFR 268.40.
For Hazardous Debris: "This hazardous debris is subject to the alternative treatment standards of 40 CFR 268.45."

B.1 RESTRICTED WASTE TREATED TO PERFORMANCE STANDARDS
"I certify under penalty of law that I have personally examined and am familiar with the treatment technology and operation of the treatment process used to support this certification. Based on my inquiry of those individuals immediately responsible for obtaining this information, I believe that the treatment process has been operated and maintained properly so as to comply with the treatment standards specified in 40 CFR 268.40 without impermissible dilution of the prohibited waste. I am aware there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment."

B.2 (Certification removed by Phase IV.)

B.3 GOOD FAITH ANALYTICAL CERTIFICATION FOR INCINERATED ORGANICS
"I certify under penalty of law that I have personally examined and am familiar with the treatment technology and operation of the treatment process used to support this certification. Based on my inquiry of those individuals immediately responsible for obtaining this information, I believe that the nonwastewater organic constituents have been treated by combustion in units as specified in 268.42 Table 1. I have been unable to detect the nonwastewater organic constituents despite having used best good faith efforts to analyze for such constituents. I am aware that there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment."

B.4 UNCHARACTERIZED WASTE REQUIRES TREATMENT FOR UNDERLYING HAZARDOUS CONSTITUENTS
"I certify under penalty of law that the waste has been treated in accordance with the requirements of 40 CFR 268.40 to remove the hazardous characteristic. This decharacterized waste contains underlying hazardous constituents that require further treatment to meet universal treatment standards. I am aware that there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment."

C. RESTRICTED WASTE SUBJECT TO A VARIANCE
This waste is subject to a national capacity variance, a treatability variance, or a case-by-case extension. Enter the effective date of prohibition in column 5 above.
For Hazardous Debris: "This hazardous debris is subject to the alternative treatment standards of 40 CFR Part 268.45."

D. RESTRICTED WASTE CAN BE LAND DISPOSED WITHOUT FURTHER TREATMENT
"I certify under penalty of law I personally have examined and am familiar with the waste through analysis and testing or through knowledge of the waste to support this certification that the waste complies with the treatment standards specified in 40 CFR Part 268 Subpart D. I believe that the information I submitted is true, accurate and complete. I am aware that there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment."

E. WASTE IS NOT CURRENTLY SUBJECT TO PART 268 RESTRICTIONS
This waste is a newly identified waste that is not currently subject to any 40 CFR Part 268 restrictions.

I hereby certify that all information submitted in this and all associated documents is complete and accurate, to the best of my knowledge and information.

Signature [signature] Title Agent on behalf of Customer Date 4-30-99

NYG 0821376

DIVISION OF SOLID & HAZARDOUS MATERIALS

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

Please type or print. Do not staple

(Rev. 3/97)

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA No. CTP0000198000 | Manifest Doc. No. 813716

2. Page 1 of 1

Information within heavy bold line is not required by Federal Law.

3. Generator's Name and Mailing Address: Pursuant To Emergency Response Under CGS 22a-451, Responsible Party, Is Unknown or Unavailable

4. Generator's Telephone Number: (860) 424-3377

5. Transporter 1 (Company Name): Environmental Services, Inc.

6. US EPA ID Number: CTD011881180

7. Transporter 2 (Company Name)

8. US EPA ID Number

9. Designated Facility Name and Site Address: Cwm Chemical Services, LLC, 1550 Balmer Rd, Model City, NY 14101

10. US EPA ID Number: NYD047836679

A. NYG 0821376

B. Generator's ID: Store Ave, Waterbury, CT

C. State Transporter's ID: CT-16

D. Transporter's Telephone: (860) 528-9500

E. State Transporter's ID

F. Transporter's Telephone ( )

G. State Facility ID

H. Facility Telephone: 716 754 8231

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)	12. Containers Number	Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No.
a. Hazardous Waste Solid, N.O.S., 9, NA-3077, PG III	001	CM	00018	Y	EPA D002 D008; STATE [illegible]
b.					EPA / STATE
c.					EPA / STATE
d.					EPA / STATE

J. Additional Descriptions for Materials Listed Above: a. CJ 2635; b. K150-778

K. Handling Codes for Wastes Listed Above: a. L; b. ; c. ; d.

15. Special Handling Instructions and Additional Information: 24 HR # Chemtrec (800) 424-9300. ALL CODS & manifests TO: ESI 90 Brookfield St, Stamford, CT 06071. 11a) ERG #171. JE/99880 990904

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.
If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR if I am a small generator, I have made a good faith effort to minimize my waste and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name | Signature | Mo. Day Year

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name: [illegible] | Signature | Mo. Day Year

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Mo. Day Year

19. Discrepancy Indication Space: Ten. K-17 actual load 27780P

~~ITEM 5 SHOULD BE CONNECTICUT DEPT. ENVIRONMENTAL STORE AVE WATERBURY, CT. 06705~~ DN 05/07/99

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

Printed/Typed Name: EILEEN CARTON | Signature: Eileen Carton | Mo. Day Year: 05 04 99

GENERATOR / TRANSPORTER / FACILITY

In case of emergency or spill immediately call the National Response Center (800) 424-8802 and the NYS Department of Environmental Conservation (518) 457-7362

JOB # 990202

DATE 5-5-99

CONTACT PERSON

PHONE #

DAY M T W TH F S SU

CLIENT State of Ct. DEP

BILLING ADDRESS Hartford Conn.

ATTN

Environmental Services Inc.

90 Brookfield Street
South Windsor, CT 06074
(860) 528-9500

1-800-486-SPIL
(24 Hour Service)

Southington, CT 06479
(860) 620-9566

P.O. #

T & M ☐ E.R. ☐

CONTRACT ☐ HAZMAT ☐

DEPART FROM SHOP 7:00 AM / PM

ARRIVE BACK AT SHOP 4:30 AM / PM

OR ARRIVE AT NEXT JOB AM / PM

JOB LOCATION Store Ave, Waterbury, Ct.

Pg 1 of 1

LABOR:

NAME	TITLE	ST	OT	DT
	SUPERVISOR			
	FOREMAN			
	FOREMAN			
Earl Fortier	EQUIPMENT OPERATOR	8	1	
Gary Smaglis	EQUIPMENT OPERATOR	2	1	
	FIELD TECH			
	FIELD TECH			
	FIELD TECH			
	CHEMIST			

EQUIPMENT:

QTY	TYPE	FLEET #	# OF HRS	√ IF DAILY RATE
	PICK UP TRUCK			
	EM RESPONSE VAN			
	VACUUM ST. TRUCK			
	VAC ALL			
	VACUUM TRAILER			
1	ROLLOFF TRAILER	23/FA-1	9	
	RACK TRUCK			
	VACTOR			
	BOX TRUCK			
	TRAILER DUMP			
	6 WHEEL DUMP TRUCK			
	TRI AXLE DUMP TRUCK			
	EXCAVATOR			
	BACKHOE			
	BOBCAT			
	LOADER			
	SWEEPER			
	* POWER WORK BOAT			
	BOOM TRAILER			
	COMPRESSOR			
	GENERATOR			
	LIGHT PLANT			
	METER			
1	Flat Bed Trailer	24/FA-1	3	

DISPOSAL:

	FACILITY	QTY	MANIFEST #
SOLID (DRUMS)			
LIQUID (DRUMS)			
LIQUID (BULK)			
ESTIMATED SOLIDS IN BULK LOAD (IN GALS.)			
SOLID (BULK)			

TRANSPORTATION IS INCLUDED WITH DISPOSAL PRICE ☐

TRANSPORTATION & DISPOSAL CHARGES TO FOLLOW ☐

MATERIALS:

QTY	DESCRIPTION
	SPEEDI DRI
	17 H DRUM
	SORBENT PADS, BALE
	5" SORBENT BOOM, BALE
	8" SORBENT BOOM, BALE
	HARDBOOM (_____ SECTION)
	POLY (ROLL) SIZE: _____
	POLY LINERS
	PVC GLOVES
	ODOR KILL
	DUCT TAPE
	17 E DRUM

QTY	DESCRIPTION
	OVERPACK STEEL
	OVERPACK PLASTIC
	OVERBOOTS
	30 GALLON POLY DRUM
	EPA LEVEL _____ P.P.E

ROLLOFF CANS:

CAN NUMBER	DROPOFF	PICKUP	√ IF ONSITE
022		✓	

ANALYSIS:

QTY	TYPE	LAB

SUBCONTRACTORS:

DATE 5-6-99

D.E.P. INSPECTOR E.G.

PHONE #

DAY M T W (TH) F S SU

CLIENT CT DEPT. OF ENVIRONMENTAL PROTECTION

BILLING ADDRESS BUREAU OF WASTE MANAGEMENT
COST RECOVERY 79 ELM STREET
HARTFORD, CT 06106-5127

Inc.
80 Brookfield Street
South Windsor, CT 06074
(860) 528 9600
1-800-486 SPIL
(24 Hour Service)

CONTRACT # ~~989-A-04-0308-C~~

(MILITARY TIME)
DEPART FROM SHOP 0200 HRS
ARRIVE BACK AT SHOP ~~0600~~ 1730 HRS
OR ARRIVE AT NEXT JOB _____ HRS

INCIDENT LOCATION Store Ave.
Waterbury, Conn.

Pg 1 of 1

LABOR:

NAME	TITLE	ST	OT	DT
	PROJECT MANAGER			
	SUPERVISOR			
	FOREMAN			
Earl Fortier	EQUIPMENT OPERATOR	8	2	
Gary Smeglis	EQUIPMENT OPERATOR	8	2	
	SKILLED LABORER			
	SKILLED LABORER			
	SKILLED LABORER			
	SKILLED LABORER			
	CHEMIST			

EQUIPMENT:

QTY	TYPE	FLEET #	# OF HRS	# DAILY RATE
	UTILITY/PICK-UP TRUCK			
	RESPONSE VAN			
	VACUUM TRUCK			
	VAC ALL			
	VACUUM TRAILER			
1	ROLLOFF TRAILER	23/F-17	10	
	RACK TRUCK			
	STEEL TANKER			
	BOX TRUCK			
	TRACTOR/TRAILER COMBO			
	6 WHEEL DUMP TRUCK			
	TRI AXLE DUMP TRUCK			
	EXCAVATOR			
	BACKHOE			
	BOBCAT			
	LOADER			
	SWEEPER			
	POWER UTILITY BOAT			
	BOOM TRAILER			
	COMPRESSOR			
	GENERATOR			
	LIGHT PLANT			
	METER			
	POWER WASHER			
	HAZ/WASTE ROLLOFF			
1	Flatbed Trailer	24/F-19	10	

DISPOSAL:

	FACILITY	QTY	MANIFEST #
SOLID (DRUMS)			
LIQUID (DRUMS)			
LIQUID (BULK)			
ESTIMATED SOLIDS IN BULK LOAD (IN BALA)			
SOLID (BULK)			
WASTE TRANSPORT LIQUID			NVA 0520084
WASTE TRANSPORT SOLID	CWM		NVA 0521026

MATERIALS:

QTY	DESCRIPTION
	SPEEDI DRI
	17. ____ DRUM
	SORBENT PADS, BALE
	6' SORBENT BOOM, BALE
	8' SORBENT BOOM, BALE
	HARDBOOM ____ SECTION
	POLY (ROLL) SIZE: ____
	POLY LINERS
	PVC GLOVES
	OVERPACK STEEL
	OVERPACK PLASTIC
	30 GALLON POLY DRUM

QTY	DESCRIPTION
	EPA LEVEL ____ PPE

ANALYSIS:

QTY	TYPE	LAB

SUBCONTRACTORS/PROCUREMENT OF MATERIALS:

NAME OF COMPANY	DESCRIPTION OF WORK/MATERIALS	QUANTITY

JOB DESCRIPTION:

Drive to Make Final preparations for Trip to Model City
Drive to Niagara Falls, NY and Lay-over for Early AM
Deliver & Disposal

JOB COMPLETED ☐ YES ☐ NO ☐ JOB DONE EXCEPT FOR DISPOSAL

SIGNATURE: Earl Fortier
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

DATE: 5/6/99

Customer: _____
(Company Name)

By: _____
(Signature)

_____
(Print Name)

Date: _____
(Date)

DATE 5-7-99

D.E.P. INSPECTOR E. G.

PHONE #

DAY M T W TH (F) S SU

CLIENT CT DEPT. OF ENVIRONMENTAL PROTECTION

BILLING ADDRESS BUREAU OF WASTE MANAGEMENT
COST RECOVERY 79 ELM STREET
HARTFORD, CT 06106-5127

Inc.
90 Brookfield Street
South Windsor, CT 06074
(860) 528-9600
1-800-488-SPIL
(24 Hour Service)

CONTRACT # 989-A-04-0308-C

(MILITARY TIME)
DEPART FROM SHOP 0530 HRS
ARRIVE BACK AT SHOP 1930 HRS
OR ARRIVE AT NEXT JOB _____ HRS

INCIDENT LOCATION Stone Ave. Waterbury, Ct.

Pg 1 of 1

LABOR:

NAME	TITLE	ST	OT	OT
	PROJECT MANAGER			
	SUPERVISOR			
	FOREMAN			
Earl Fortier	EQUIPMENT OPERATOR	8	6	
Gary Smaglis	EQUIPMENT OPERATOR	8	6	
	SKILLED LABORER			
	SKILLED LABORER			
	SKILLED LABORER			
	SKILLED LABORER			
	CHEMIST			

EQUIPMENT:

QTY	TYPE	FLEET #	# OF HRS	# DAILY RATE
	UTILITY / PICK UP TRUCK			
	RESPONSE VAN			
	VACUUM TRUCK			
	VAC ALL			
	VACUUM TRAILER			
1	ROLLOFF TRAILER	23/Fell	18	
	RACK TRUCK			
	STEEL TANKER			
	BOX TRUCK			
	TRACTOR/TRAILER COMBO			
	6 WHEEL DUMP TRUCK			
	TRI AXLE DUMP TRUCK			
	EXCAVATOR			
	BACKHOE			
	BOBCAT			
	LOADER			
	SWEEPER			
	POWER UTILITY BOAT			
	BOOM TRAILER			
	COMPRESSOR			
	GENERATOR			
	LIGHT PLANT			
	METER			
	POWER WASHER			
	HAZ/WASTE ROLLOFF			
1	Flatbed Trailer	24/7-19	14	

DISPOSAL:

	FACILITY	QTY	MANIFEST #
SOLID (DRUMS)			
LIQUID (DRUMS)			
LIQUID (BULK)			
STABILIZED SOLIDS IN BULK LOAD (PE GALS)			
SOLID (BULK)			
WASTE TRANSPORT LIQUID	CLEMT		NYG 082134
WASTE TRANSPORT SOLID	CWM	52,680 lbs.	NYG 0821025

ANALYSIS:

QTY	TYPE	LAB

MATERIALS:

QTY	DESCRIPTION
	SPEEDI DRI
	17 ___ DRUM
	SORBENT PADS, BALE
	5' SORBENT BOOM, BALE
	8' SORBENT BOOM, BALE
	HAZBOOM _____ SECTION
	POLY (ROLL) SIZE: _____
	POLY LINERS
	PVC GLOVES
	OVERPACK STEEL
	OVERPACK PLASTIC
	30 GALLON POLY DRUM

QTY	DESCRIPTION
	EPA LEVEL _____ P.P.E.

SUBCONTRACTORS/PROCUREMENT OF MATERIALS:

NAME OF COMPANY	DESCRIPTION OF WORK/MATERIALS	QUANTITY

JOB DESCRIPTION:

Go To Model City, NY. and Dispose of Contents in Can # 005 and Can # 022

Return to South Windsor Ct.

JOB COMPLETED ☐ YES ☐ NO ☐ JOB DONE EXCEPT FOR DISPOSAL

SIGNATURE: Earl Fortier
(SUPERVISOR OR SERVICE TECHNICIAN)

DATE: 5-7-99

Customer: _____
(Company Name)

By: _____
(Signature)

_____
(Print Name)

Title: _____
(Title)

CWM CHEMICAL SERVICES, L.L.C.
P.O. BOX 200
MODEL CITY NY 14107
716/754-0231

INVOICE

THIS IS AN INVOICE FOR CURRENT CHARGES
PLEASE PAY AMOUNT INDICATED BELOW

TERMS
DUE UPON REC'T OR
PER CONTRACT

ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT ONE AND ONE HALF PERCENT PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS.

ENVIRONMENTAL SERVICES CORP
..
20 BROOKFIELD ST

SOUTH WINDSOR CT 06074-1202

CUSTOMER ACCOUNT NUMBER
378 378 8913282

INVOICE NUMBER	INVOICE DATE	PAGE
37864438	05/11/99	1

REFERENCE NO.	PROFILE	DESC / UNIT	QUANTITY	RATE	AMOUNT
NYG0821025-01	MDC-CJ2639	CADMIUM & LEAD CONT. SOIL		SVC DATE:	05/07/99
	DISPOSAL	TONS	17.57	135.0000	2,371.95
	TOWN TAX	**********	2,371.95		142.32
	NY TREATMENT TAX	**********	17.57		281.12
	SALES TAX		$2,371.95	.0700	166.04
				SUBTOTAL	2,961.43
81503980; 499882-2; CONNECTICUT DEPT ENVIRONMEN					
NYG0821034-01	MDC-CJ2632	CADMIUM & LEAD CONT. SOIL		SVC DATE:	05/07/99
	DISPOSAL	TONS	8.77	135.0000	1,183.95
	TOWN TAX	**********	1,183.95		71.04
	NY TREATMENT TAX	**********	8.77		140.32
	SALES TAX		$1,183.95	.0700	82.88
				SUBTOTAL	1,478.19
81503984; 499882-1; CONNECTICUT DEPT ENVIRONMEN					

REMIT TO ADDRESS
CHEMICAL WASTE MANAGEMENT, INC
P.O.BOX 840606
DALLAS, TX 75284-0606

PLEASE PAY THIS AMOUNT
4,439.62**

WASTE MANAGEMENT, INC.
CWM Chemical Services, L.L.C.
1550 Balmer Rd.
P.O. Box 200
Model City, N.Y. 14107
716/754-8231

Federal EPA ID: NYD049836679

CONNECTICUT DEPT ENVIRONMENTAL
ATTN: ENVIRONMENTAL COMPLIANCE DEPT
CTP000019800
STORE AVE
WATERBURY CT 06705

CERTIFICATE OF DISPOSAL

CWM CHEMICAL SERVICES, L.L.C. has received waste material from CONNECTICUT DEPT ENVIRONMENTAL on 05/07/99 as described on Hazardous Waste Manifest number NYG0821025 Sequence number 01.

Profile Number: CJ2639
CWM Tracking ID: 8150398801
CWM Unit #: 1*0
Disposal Date: 05/07/99

I certify, on behalf of the above listed treatment facility, that to the best of my knowledge, the above-described waste was managed in compliance with all applicable laws, regulations, permits and licenses on the date listed above.

Donna Ames-Cassick

DONNA AMES-CASSICK
COMPLIANCE MANAGER
Certificate # 144891
05/10/99

For questions please call
our Customer Service Dept.
at (800) 843-3604

WASTE MANAGEMENT, INC.
CWM Chemical Services, L.L.C
1550 Balmer Rd.
P.O. Box 200
Model City, N.Y. 14107
716/754-8231

Federal EPA ID: NYD049836679

CONNECTICUT DEPT ENVIRONMENTAL
ATTN: ENVIRONMENTAL COMPLIANCE DEPT
CTP000019800
STORE AVE
WATERBURY CT 06705

CERTIFICATE OF DISPOSAL

CWM CHEMICAL SERVICES, L.L.C. has received waste material from CONNECTICUT DEPT ENVIRONMENTAL on 05/07/99 as described on Hazardous Waste Manifest number NYG0821034 Sequence number 01.

Profile Number: CJ2639
CWM Tracking ID: 8150398601
CWM Unit #: 1*0
Disposal Date: 05/07/99

I certify, on behalf of the above listed treatment facility, that to the best of my knowledge, the above-described waste was managed in compliance with all applicable laws, regulations, permits and licenses on the date listed above.

Donna Ames-Cassick

DONNA AMES-CASSICK
COMPLIANCE MANAGER
Certificate # 144890
05/10/99

For questions please call our Customer Service Dept. at (800) 843-3604

NYG 0821025

DIVISION OF SOLID & HAZARDOUS MATERIALS

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

Please type or print. Do not staple

(Rev. 3/97)

In case of emergency or spill immediately call the National Response Center (800) 424-8802 and the NYS Department of Environmental Conservation (518) 457-7362

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA No. CTP000019000 | Manifest Doc. No. 21 0235

2. Page 1 of 1 | Information within heavy bold line is not required by Federal Law

A. NYG 0821025

3. Generator's Name and Mailing Address: Pursuant To Emergency Response Under CGS 22a-451, Responsible Party is Unknown or Unavailable

4. Generator's Telephone Number: 860 434 3377

B. Generator's ID: State Aid Waterbury CT

5. Transporter 1 (Company Name): Enviro-Serv, Inc.

6. US EPA ID Number: CTD001518302

C. State Transporter's ID: 12 CT

D. Transporter's Telephone: 860 528-7920

7. Transporter 2 (Company Name)

8. US EPA ID Number

E. State Transporter's ID

F. Transporter's Telephone ( )

G. State Facility ID

9. Designated Facility Name and Site Address: Chem Chemical Services, LLC, 1550 Balmer Rd, Model City, NY 14107

10. US EPA ID Number: NYD980836613

H. Facility Telephone: 716 754-8231

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)	12. Containers Number	Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No
a. Hazardous Waste Solid, N.O.S., NA 3077, PG III	001	CM	00015	Y	EPA D008 D009 STATE D002
b.					EPA STATE
c.					EPA STATE
d.					EPA STATE

J. Additional Descriptions for Materials listed Above: a. CJ2635

K. Handling Codes for Wastes Listed Above: a. T

15. Special Handling Instructions and Additional Information: 24 Hr Chem Emerg (800) 424-9300. 11a) EST-#171 SR#1187) 990702. All copy manifests to EST 995 Middle St S. Windsor CT 06074

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR if I am a small generator, I have made a good faith effort to minimize my waste and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name: Richard Clark-Mo EST | Signature | Mo 05 Day 05 Year 99

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name: Gary Smaglis | Signature | Mo 05 Day 06 Year 99

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Mo. Day Year

19. Discrepancy Indication Space: actual seal 35140P Item K - T

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19

Printed/Typed Name: Ellen Carter | Signature | Mo 05 Day 07 Year 99

GENERATOR

TRANSPORTER

FACILITY

COPY 5 – Generator – Mailed by TSD Facility

NYG0821025

DIVISION OF SOLID & HAZARDOUS MATERIALS

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

Please type or print. Do not staple

(Rev. 3/97)

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA No. CTP000019000 | Manifest Doc. No. 210215

2. Page 1 of

Information within heavy bold line is not required by Federal Law.

3. Generator's Name and Mailing Address: Pursuant To Emergency Response under CGS 22a-451, Responsible Party is unknown or unavailable

4. Generator's Telephone Number: 860 424-3377

A. NYG0821025

B. Generator's ID: State Ave Waterbury CT

5. Transporter 1 (Company Name): Environmental Services, Inc

6. US EPA ID Number: CTD001381112

C. State Transporter's ID: 12-CT

D. Transporter's Telephone: 800 528-9900

7. Transporter 2 (Company Name)

8. US EPA ID Number

E. State Transporter's ID

F. Transporter's Telephone ( )

G. State Facility ID

9. Designated Facility Name and Site Address: Cwm Chemical Services, LLC, 1550 Balmer Rd, Model City, NY 14107

10. US EPA ID Number: NYD049836679

H. Facility Telephone: (716) 754-8231

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)	12. Containers Number	Type	13. Total Quantity	14. Unit Wt/Vol	Waste No.
a. Hazardous Waste Solid, N.O.S., 9, NA3077, PG III	001	CM	00001	Y	EPA D006 D008 STATE None
b.					EPA STATE
c.					EPA STATE
d.					EPA STATE

J. Additional Descriptions for Materials listed Above

a. CJ2639

b.

c.

d.

K. Handling Codes for Wastes Listed Above

a. L

b.

c.

d.

15. Special Handling Instructions and Additional Information: 24 HR Chem Trec (800) 424-9300 All Code manifests to ESI 90 Brook Avenue St S. Windsor, CT 06074

11a) ERG #171

5124499887 990202

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.

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Printed/Typed Name: Richard Cherelly CDEP | Signature | Mo. 05 Day 05 Year 99

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name: Gary Smaglis | Signature | Mo. 05 Day 06 Year 99

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Mo. Day Year

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19

Printed/Typed Name | Signature | Mo. Day Year

GENERATOR

TRANSPORTER

FACILITY

In case of emergency or spill immediately call the National Response Center (800) 424-8802 and the NYS Department of Environmental Conservation (518) 457-7362

NYG 0821025

DIVISION OF SOLID & HAZARDOUS MATERIALS

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

Please type or print. Do not staple

(Rev. 3/97)

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA No. CTP010001980 — Manifest Doc. No. 021925

2. Page 1 of 1

Information within heavy bold line is not required by Federal Law.

A. NYG 0821025

3. Generator's Name and Mailing Address: Pursuant To Emergency Response Under CGS 22a-451, Responsible Party, Unknown or Unavailable

B. Generator's ID: State Ave Waterbury CT

4. Generator's Telephone Number: 860 434 3377

5. Transporter 1 (Company Name): Environmental Services, Inc

6. US EPA ID Number: CTD091581180

C. State Transporter's ID: 12 CT

D. Transporter's Telephone: 800 528-5500

7. Transporter 2 (Company Name)

8. US EPA ID Number

E. State Transporter's ID

F. Transporter's Telephone ( )

9. Designated Facility Name and Site Address: CWM Chemical Services, LLC, 1550 Balmer Rd, Model City, NY 14101

10. US EPA ID Number: NYD049836679

G. State Facility ID

H. Facility Telephone (716) 754-8231

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)	12. Containers Number	Type	13. Total Quantity	14. Unit Wt/Vol	Waste No
a. Hazardous Waste Solid, N.O.S., 9, NA 3077, PG III	001	CM	00001	Y	EPA D008 STATE None
b.					EPA STATE
c.					EPA STATE
d.					EPA STATE

J. Additional Descriptions for Materials listed Above: a. CJ 2639

K. Handling Codes for Wastes Listed Above: a. L

15. Special Handling Instructions and Additional Information: 24 HR Chem Trec (800) 424 9300. All COD manifests to ESI 90 Blue Hill St, S. Windsor, CT 06074. 11a) EZG #171 SR4TT887 990702

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.

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Printed/Typed Name: Richard A. Clarity NYSDEC — Signature — Mo 05 Day 05 Year 99

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name: Gary Smaglis — Signature — Mo 05 Day 06 Year 99

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name — Signature — Mo. Day Year

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19

Printed/Typed Name — Signature — Mo. Day Year

GENERATOR — TRANSPORTER — FACILITY

In case of emergency or spill immediately call the National Response Center (800) 424-8802 and the NYS Department of Environmental Conservation (518) 457-7362

NYG0821025

DIVISION OF SOLID & HAZARDOUS MATERIALS

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

Please type or print. Do not staple

(Rev. 3/97)

In case of emergency or spill immediately call the National Response Center (800) 424-8802 and the NYS Department of Environmental Conservation (518) 457-7362

GENERATOR

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA No. | Manifest Doc. No.

2. Page 1 of

Information within heavy bold line is not required by Federal Law.

A. NYG0821025

3. Generator's Name and Mailing Address

4. Generator's Telephone Number

B. Generator's ID

C. State Transporter's ID

D. Transporter's Telephone

5. Transporter 1 (Company Name) | 6. US EPA ID Number

E. State Transporter's ID

7. Transporter 2 (Company Name) | 8. US EPA ID Number

F. Transporter's Telephone ( )

9. Designated Facility Name and Site Address | 10. US EPA ID Number

G. State Facility ID

H. Facility Telephone ( )

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)	12. Containers Number	Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No.
a.					EPA / STATE
b.					EPA / STATE
c.					EPA / STATE
d.					EPA / STATE

J. Additional Descriptions for Materials listed Above

a. | c.

b. | d.

K. Handling Codes for Wastes Listed Above

a. | c.

b. | d.

15. Special Handling Instructions and Additional Information

16. **GENERATOR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.

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Printed/Typed Name | Signature | Mo. | Day | Year

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Mo. | Day | Year

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Mo. | Day | Year

FACILITY

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19

Printed/Typed Name | Signature | Mo. | Day | Year

NYG0821034

DIVISION OF SOLID & HAZARDOUS MATERIALS

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

Please type or print. Do not staple

(Rev. 3/97)

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA No.: CTP000119800 | Manifest Doc. No.: 211034

2. Page 1 of 1

Information within heavy bold line is not required by Federal Law

3. Generator's Name and Mailing Address: Pursuant to Emergency Response under CGS 22a-451 Responsible Party is unknown or unavailable

4. Generator's Telephone Number: (860) 424 3377

5. Transporter 1 (Company Name): Environmental Services, Inc.

6. US EPA ID Number: CTD011881118

7. Transporter 2 (Company Name)

8. US EPA ID Number

9. Designated Facility Name and Site Address: CWM Chemical Services, Inc. 1550 Balmer Rd Model City, NY 14107

10. US EPA ID Number: NYD049836679

A. NYG0821034

B. Generator's ID: State Ave Waterbury, CT

C. State Transporter's ID: 16 Ct.

D. Transporter's Telephone: 860 528 9500

E. State Transporter's ID

F. Transporter's Telephone ( )

G. State Facility ID

H. Facility Telephone: (716) 754-8231

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)	12. Containers Number	Type	13. Total Quantity	14. Unit Wt/Vol	J. Waste No.
a. Hazardous Waste Solid, N.O.S., 9 NA3077, PGIII	001	CM	00018	Y	EPA D006 D008 STATE NONE
b.					EPA STATE
c.					EPA STATE
d.					EPA STATE

J. Additional Descriptions for Materials listed Above: a. CJ-2639

K. Handling Codes for Wastes Listed Above: a. L

15. Special Handling Instructions and Additional Information: 24 Hr # ChemTrec (800) 424-9300 11a) ERG#171 SR497882 990202 All COD & manifests To: ESI 90 Brookfield St S. Windsor, CT 06074

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.

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Printed/Typed Name: Richard A. Clasulli Exec. | Signature: [signature] | Mo 10 Day 15 Year 99

GENERATOR

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name: Earl Fletcher | Signature: [signature] | Mo 10 Day 15 Year 99

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Mo | Day | Year

FACILITY

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19

Printed/Typed Name | Signature | Mo | Day | Year

In case of emergency or spill immediately call the National Response Center (800) 424-8802 and the NYS Department of Environmental Conservation (518) 457-7362

NYG 0821034

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

Please type or print. Do not staple. (Rev. 3/97)

In case of emergency or spill immediately call the National Response Center (800) 424-8802 and the NYS Department of Environmental Conservation (518) 457-7362

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA No. CTP000011750 | Manifest Doc. No. 10314

2. Page 1 of 1

Information within heavy bold line is not required by Federal Law.

A. NYG 0821034

3. Generator's Name and Mailing Address: Please Return To Generator Respond Under CGS 22a-451, Respond Party is Unknown or Undefined

B. Generator's ID: State Aid Waterbury, CT

4. Generator's Telephone Number: (203) 574-3377

5. Transporter 1 (Company Name): Environmental Services, Inc.

6. US EPA ID Number: CTD011811192

C. State Transporter's ID

D. Transporter's Telephone: (203) 528-7500

7. Transporter 2 (Company Name)

8. US EPA ID Number

E. State Transporter's ID

F. Transporter's Telephone ( )

9. Designated Facility Name and Site Address: CWM Chemical Services, Inc. 1550 Balmer Rd. Model City, NY 14107

10. US EPA ID Number: NYD049836619

G. State Facility ID

H. Facility Telephone (716) 754-8231

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)	12. Containers Number	Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No.
a. Hazardous Waste Solid, N.O.S., 9, NA3077, PGIII	001	CM	00018	Y	EPA D006 D009 STATE D016
b.					EPA STATE
c.					EPA STATE
d.					EPA STATE

J. Additional Descriptions for Materials listed Above: a. CJ 2639

K. Handling Codes for Wastes Listed Above: a. L

15. Special Handling Instructions and Additional Information: 24 Hr Chem-Trec (800) 424-9300 11a) ERG-#171 (Spent Solvent) 990202 All copies mailed to: ESI 90 Brookfield St. S. Windsor, CT 06074

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR if I am a small generator, I have made a good faith effort to minimize my waste and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name: Richard McCarthy (EDI) | Signature | Mo. 10 Day 15 Year 1998

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Mo. 10 Day 15 Year 1998

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Mo. Day Year

FACILITY

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

Printed/Typed Name: Ellen Carl | Signature | Mo. 10 Day 15 Year 1998

COPY 5 — Generator — Mailed by TSD Facility

NYG0821034

DIVISION OF SOLID & HAZARDOUS MATERIALS

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

Please type or print. Do not staple

(Rev 3/97)

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA No. CTP000019800 | Manifest Doc. No. 21934

2. Page 1 of 1

Information within heavy bold line is not required by Federal Law.

3. Generator's Name and Mailing Address: Pursuant to Emergency Response under CGS 22a-451. Responsible Party is unknown or unavailable

4. Generator's Telephone Number: (860) 424 3377

5. Transporter 1 (Company Name): Environmental Services, Inc

6. US EPA ID Number: CTP018811180

7. Transporter 2 (Company Name)

8. US EPA ID Number

9. Designated Facility Name and Site Address: CWM Chemical Services, Inc. 1550 Balmer Rd Model City, NY 14107

10. US EPA ID Number: NYD049836679

A. NYG 0821034

B. Generator's ID: State Ave Waterbury, CT

C. State Transporter's ID: 16 CT

D. Transporter's Telephone: (860) 528-7500

E. State Transporter's ID

F. Transporter's Telephone ( )

G. State Facility ID

H. Facility Telephone: (716) 754-8231

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)	12. Containers Number	Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No.
a. Hazardous Waste Solid, N.O.S., 9 NA3077, PG III	001	CM	00018	Y	EPA D006 D008 / STATE NONE
b.					EPA / STATE
c.					EPA / STATE
d.					EPA / STATE

J. Additional Descriptions for Materials Listed Above: a. CJ-2639

K. Handling Codes for Wastes Listed Above: a. L

15. Special Handling Instructions and Additional Information: 24 Hrs Chem Trec (800) 424-9300 (11a) ERG#171 (SP49/192) 990202 All COD & Manifests To: ESI 90 Brookfield St S. Windsor, CT 06074

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.
If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR if I am a small generator, I have made a good faith effort to minimize my waste and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name: Richard A. Cassidy CIDEC | Signature | Mo 05 Day 05 Year 99

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name: [illegible] | Signature | Mo | Day | Year

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Mo | Day | Year

19. Discrepancy Indication Space

20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19

Printed/Typed Name | Signature | Mo | Day | Year

GENERATOR

TRANSPORTER

FACILITY

In case of emergency or spill immediately call the National Response Center (800) 424-8802 and the NYS Department of Environmental Conservation (518) 457-7362

NYG0821034

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

Please type or print. Do not staple.

(Rev 3/97)

In case of emergency or spill immediately call the National Response Center (800) 424-8802 and the NYS Department of Environmental Conservation (518) 457-7362

GENERATOR

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA No. | Manifest Doc. No.

2. Page 1 of

Information within heavy bold line is not required by Federal Law.

3. Generator's Name and Mailing Address

4. Generator's Telephone Number ( )

5. Transporter 1 (Company Name) | 6. US EPA ID Number

7. Transporter 2 (Company Name) | 8. US EPA ID Number

9. Designated Facility Name and Site Address | 10. US EPA ID Number

A. NYG0821034

B. Generator's ID

C. State Transporter's ID

D. Transporter's Telephone ( )

E. State Transporter's ID

F. Transporter's Telephone ( )

G. State Facility ID

H. Facility Telephone ( )

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)	12. Containers Number	12. Containers Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No.
a. NA 3082	001			Y	EPA STATE
b.					EPA STATE
c.					EPA STATE
d.					EPA STATE

J. Additional Descriptions for Materials listed Above

a. | c.

b. | d.

K. Handling Codes for Wastes Listed Above

a. | c.

b. | d.

15. Special Handling Instructions and Additional Information

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.

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Printed/Typed Name | Signature | Mo. | Day | Year

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Mo | Day | Year

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Mo. | Day | Year

FACILITY

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19

Printed/Typed Name | Signature | Mo | Day | Year

AFCO

Adamec Fence Co.

41 Judy Lane • South Windsor, CT 06074
(860) 528-5080

Invoice No.

Date 5-17-99

INVOICE

Environmental Services
So. Windsor CT

DESCRIPTION	AMOUNT
Waterbury	
Fence repair	
TAX	included
TOTAL	$250.00

OK. Pay Joe Bruce

PLEASE PAY FROM THIS INVOICE

THANK YOU

DATE 5-18-97

D.E.P. INSPECTOR

PHONE #

DAY M (T) W TH F S SU

CLIENT CT DEPT. OF ENVIRONMENTAL PROTECTION

BILLING ADDRESS BUREAU OF WASTE MANAGEMENT
COST RECOVERY 79 ELM STREET
HARTFORD, CT 06106 5127

Inc.
90 Brookfield Street
South Windsor, CT 06074
(860) 528 9500
1 800 486 SPIL
(24 Hour Service)

CONTRACT # 089-A-04 0308-C

DEPART FROM SHOP 11:00 (MILITARY TIME) HRS

ARRIVE BACK AT SHOP 16:30 HRS

OR ARRIVE AT NEXT JOB HRS

INCIDENT LOCATION Store Ave. Waterbury Ct.

Pg 1 of 1

LABOR:

NAME	TITLE	ST	OT	OT
	PROJECT MANAGER			
	SUPERVISOR			
	FOREMAN			
Earl Forlich	EQUIPMENT OPERATOR	4	1	
Gary Smoglis	EQUIPMENT OPERATOR		2½	
	SKILLED LABORER			
	SKILLED LABORER			
	SKILLED LABORER			
	SKILLED LABORER			
	CHEMIST			

EQUIPMENT:

QTY	TYPE	FLEET #	# OF HRS	$ DAILY RATE
	UTILITY / PICK-UP TRUCK			
	RESPONSE VAN			
	VACUUM TRUCK VAC ALL			
	VACUUM TRAILER			
1	ROLLOFF TRAILER	23/F-17	5	
	BACK TRUCK			
	STEEL TANKER			
	BOX TRUCK			
	TRACTOR/TRAILER COMBO			
	6 WHEEL DUMP TRUCK			
	TRI AXLE DUMP TRUCK			
	EXCAVATOR			
	BACKHOE			
	BOBCAT			
	LOADER			
	SWEEPER			
	POWER UTILITY BOAT			
	BOOM TRAILER			
	COMPRESSOR			
	GENERATOR			
	LIGHT PLANT			
	METER			
	POWER WASHER			
	HAZWASTE ROLLOFF			
1	Roll off Trailer	24/F-17	2½	
~~1~~	~~Roll off Trailer~~			

DISPOSAL:

	FACILITY	QTY	MANIFEST #
SOLID (DRUMS)			
LIQUID (DRUMS)			
LIQUID (BULK)			
LITTRAN TED SOLIDS IN BAGS (BAG IN BALE)			
SOLID (BULK)			
WASTE TRANSPORT LIQUID			
WASTE TRANSPORT SOLID			

MATERIALS:

QTY	DESCRIPTION
	SPEEDI DRI
	17- ___ DRUM
	SORBENT PADS, BALE
	5" SORBENT BOOM, BALE
	8" SORBENT BOOM, BALE
	HARDBOOM ___ SECTION
	POLY (ROLL) SIZE:
	POLY LINERS
	PVC GLOVES
	OVERPACK STEEL
	OVERPACK PLASTIC
	30 GALLON POLY DRUM

QTY	DESCRIPTION
	EPA LEVEL ___ PPE

ANALYSIS:

QTY	TYPE	LAB

SUBCONTRACTORS/PROCUREMENT OF MATERIALS:

NAME OF COMPANY	DESCRIPTION OF WORK/MATERIALS	QUANTITY

JOB DESCRIPTION:

Pick up Roll off Can # 007 + 008 from Store Ave. in Waterbury and return same to Yard for RCA. Delivery to Turnkey in R.H.

JOB COMPLETED ☐ YES ☐ NO ☐ JOB DONE EXCEPT FOR DISPOSAL

SIGNATURE: [signature]
(SUPERVISOR OR AUTHORIZED REPRESENTATIVE)

DATE: 5-18-97

Customer: ___ (Company Name)

By: ___ (Signature)

___ (Print Name)

Date: ___ (Title)

JOB # 990202

DATE 5-19-99

D.E.P. INSPECTOR

PHONE #

DAY M T (W) TH F S SU

CLIENT CT DEPT. OF ENVIRONMENTAL PROTECTION

BILLING ADDRESS BUREAU OF WASTE MANAGEMENT
COST RECOVERY 79 ELM STREET
HARTFORD, CT 06106-5127

Environmental Services, Inc.

90 Brookfield Street
South Windsor, CT 06074
(860) 528 9500

1 800 486 SPIL
(24 Hour Service)

131 East Aurora Street
Waterbury, CT 06708
(203) 755 4785

CASE #

CONTRACT # 989-A-04-0308-C

DEPART FROM SHOP 0600 (MILITARY TIME) HRS

ARRIVE BACK AT SHOP 1930 HRS

OR ARRIVE AT NEXT JOB HRS

INCIDENT LOCATION Stone Ave. Waterbury, Ct.

Pg 1 of 1

LABOR:

NAME	TITLE	ST	OT	DT
	PROJECT MANAGER			
	SUPERVISOR			
	FOREMAN			
Earl Fortier	EQUIPMENT OPERATOR	8	4	
Gary Smaglis	EQUIPMENT OPERATOR	6	4	
	SKILLED LABORER			
	SKILLED LABORER			
	SKILLED LABORER			
	SKILLED LABORER			
	CHEMIST			

EQUIPMENT:

QTY	TYPE	FLEET #	# OF HRS	$ DAILY RATE
	UTILITY / PICK UP TRUCK			
	RESPONSE VAN			
	VACUUM TRUCK			
	VAC ALL			
	VACUUM TRAILER			
1	ROLLOFF TRAILER	24/T-17	10	
	RACK TRUCK			
	STEEL TANKER			
	BOX TRUCK			
	TRACTOR/TRAILER COMBO			
	6 WHEEL DUMP TRUCK			
	TRI AXLE DUMP TRUCK			
	EXCAVATOR			
	BACKHOE			
	BOBCAT			
	LOADER			
	SWEEPER			
	POWER UTILITY BOAT			
	BOOM TRAILER			
	COMPRESSOR			
	GENERATOR			
	LIGHT PLANT			
	METER			
	POWER WASHER			
	HAZ/WASTE ROLLOFF			
1	Flat Bed Trailer	23/T-19	12	

DISPOSAL:

	FACILITY	QTY	MANIFEST #
SOLID (DRUMS)			
LIQUID (DRUMS)			
LIQUID (BULK)			
ESTIMATED SOLIDS IN BULK (BAG IN CAN)			
SOLID (BULK)	Turnkey	23.31 Tons	758038 #7
WASTE TRANSPORT FROM WASTE TRANSPORT SOLID	2 Cans		758039 #1

ANALYSIS:

QTY	TYPE	LAB

SUBCONTRACTORS/PROCUREMENT OF MATERIALS:

NAME OF COMPANY	DESCRIPTION OF WORK/MATERIALS	QUANTITY

MATERIALS:

QTY	DESCRIPTION
	SPILDRI
	17 DRUM
	SORBENT PADS, BALE
	5' SORBENT BOOM, BALE
	8' SORBENT BOOM, BALE
	HARDBOOM SECTION
	POLY (ROLL) SIZE
	POLY LINERS
	PVC GLOVES
	OVERPACK (FEET)

QTY	DESCRIPTION
	EPA LEVEL PPE

97 ROCHESTER NECK RD
GONIC NH 03839-4801

INVOICE

ACCOUNT NUMBER
278279 LF 0007411
INVOICE NUMBER
297-011523
DATE
06/07/99

ENVIRONMENTAL SERVICES INC
90 BROOKFIELD STREET
SOUTH WINDSOR CT 06074-1202

BILLING INQUIRIES: 603/330-2109
SERVICE INQUIRIES: 603/330-2109

D

DATE	REFERENCE NUMBER	QUANTITY	DESCRIPTION	AMOUNT
05/05			PREVIOUS BALANCE	1,560.00
			BALANCE FORWARD	1,560.00
			ENVIRONMENTAL SERVICES INC 97 ROCHESTER NECK ROAD ROCHESTER NH 03839	
05/19	758038	12.28	SPECIAL WASTE	921.00
05/19	758039	11.03	SPECIAL WASTE	827.25
			TOTAL CURRENT CHARGES PAYABLE IN TEN (10) DAYS.	1,748.25
			TOTAL AMOUNT NOW DUE	3,308.25

PLEASE SEND ALL PAYMENTS TO THE REMITTANCE ADDRESS NOTED FOR EFFICIENT PROCESSING.THIS SHOULD AVOID ANY ISSUES THAT ARISE FROM THE DELAY IN RECORDING PAYMENTS PROMPTLY. THANK YOU.

01PD

RECEIVED
JUN 15 1999

990202

APPROVED

PLEASE RETURN THIS PORTION WITH PAYMENT - DO NOT ATTACH CHECK TO STUB

WASTE MGNT-NH TURNKEY LANDFILL
P.O. BOX 7065
97 ROCHESTER NECK RD
GONIC NH 03839-4801

INVOICE DATE: 06/07/99
CURRENT CHARGES: 1,748.25
TOTAL DUE: 3,308.25

D

ACCOUNT NUMBER	AMOUNT PAID
278279 LF 0007411	$
INVOICE NUMBER	CHECK NUMBER
297-011523	

PLEASE MAKE CHECK PAYABLE TO:

WASTE MGNT-NH TURNKEY LANDFILL
PO BOX 66963
CHICAGO IL 60666-0963

ENVIRONMENTAL SERVICES INC
90 BROOKFIELD STREET
SOUTH WINDSOR CT 06074-1202

100879

2782790007411011523000001748250000000000000000330825274279 1>

NON-HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No.: N/A
Manifest Document No.:
2. Page 1 of 1

3. Generator's Name and Mailing Address: Pursuant to Emergency Response per CGS 22a-450 Generator is unknown or unavailable
Stone Ave
Waterbury, CT

4. Generator's Phone: (860) 424-3377

5. Transporter 1 Company Name: Environmental Services, Inc
6. US EPA ID Number: CTD 987 181 802
A. Transporter's Phone: (860) 528-7500

7. Transporter 2 Company Name:
8. US EPA ID Number:
B. Transporter's Phone:

9. Designated Facility Name and Site Address: Turnkey Recycling & Environmental ENT
97 Rochester Neck Rd
Gonic, NH 03839
10. US EPA ID Number: N/A
C. Facility's Phone: (603) 330-2197

11. Waste Shipping Name and Description	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol
a. Non-Regulated Material, None, None None	001	CIN	00018	Y
b.				
c.				
d.				

D. Additional Descriptions for Materials Listed Above: 488390

E. Handling Codes for Wastes Listed Above:

15. Special Handling Instructions and Additional Information: 24 Hr # (603) 330-2197 Profile # 488390

ESI 990202

16. GENERATOR'S CERTIFICATION: I certify the materials described above on this manifest are not subject to federal regulations for reporting proper disposal of Hazardous Waste.

Printed/Typed Name	Signature	Month	Day	Year
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year
Earl Fletcher	Earl Fletcher	05	19	99

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of waste materials covered by this manifest except as noted in Item 19.

Printed/Typed Name	Signature	Month	Day	Year
Dustin Burke	[illegible]	5	[illegible]	[illegible]

GENERATOR'S COPY

(24) 758039

NON-HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No.: N/A
Manifest Document No.:
2. Page 1 of 1

GENERATOR

3. Generator's Name and Mailing Address: Pursuant To Emergency Response per CGS 22A-450, Generator is unknown or unavailable
4. Generator's Phone: (860) 491-3377

Stone Ave
Waterbury CT

5. Transporter 1 Company Name: Environmental Services, Inc.
6. US EPA ID Number: CT00188-11802
A. Transporter's Phone: (860) 528-9500
7. Transporter 2 Company Name:
8. US EPA ID Number:
B. Transporter's Phone:
9. Designated Facility Name and Site Address: Turnkey Recycling & Environmental Ent. 97 Rochester Road Gonic, NH 03839
10. US EPA ID Number:
C. Facility's Phone: (603) 330-2197

11. Waste Shipping Name and Description	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol
a. Non Regulated Material, Nuisance, None None	00	CM	00018	Y
b.				
c.				
d.				

D. Additional Descriptions for Materials Listed Above: 488390

E. Handling Codes for Wastes Listed Above:

15. Special Handling Instructions and Additional Information: 24 Hour (603) 330-2197

ESI 990202

16. **GENERATOR'S CERTIFICATION:** I certify the materials described above on this manifest are not subject to federal regulations for reporting proper disposal of Hazardous Waste.

Printed/Typed Name: Frederick [illegible] | Signature: [illegible] | Month Day Year: [illegible]

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name: Gary Smaglis | Signature: Gary Smaglis | Month Day Year: 05/19/99

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name: | Signature: | Month Day Year:

FACILITY

19. Discrepancy Indication Space:

20. Facility Owner or Operator: Certification of receipt of waste materials covered by this manifest except as noted in Item 19.

Printed/Typed Name: Lion Burke | Signature: [illegible] | Month Day Year: 5/19/99

GENERATOR'S COPY

FARMINGTON READY MIX, INC.

BRICKYARD ROAD P.O. BOX 344 FARMINGTON, CT 06034

PHONE: 677-2626

DATE 6-15-99

Job Site: Storr Avenue 990202
New Haven

Sold To: Enviromental Services, Inc.
90 Brookfield Street
South Windsor, CT

Lot No:

Description	Contract Price	Misc.	Amt. Per Yard	Number of Yards	Amount
Foundation			$68.00	6	$408.00
				CST	24.48
				TOTAL AMOUNT DUE	$432.48

RECEIVED
JUN 15 '99

APPROVED

ARNING! Freshly mixed cement, or material containing freshly mixed cement, may cause skin irritation. Avoid direct skin contact where possible, and promptly wash exposed n areas with water. If skin irritation develops, seek medical attention. If any cement, or material ntaining cement, gets into the eyes, rinse immediately and thoroughly with running water and prompt medical attention.

MS: All Bills Payable Upon Presentation. All accounts over 60 days will be subject to a service charge of 1½% per month, (18% PER ANNUM). Should it become necessary to turn this account over for collection, customer shall be responsible for collection costs including reasonable Attorney's Fees.

E: I release FARMINGTON READY MIX, INC., its sub-contractors and material suppliers from all responsibility for any damages incurred by this delivery. I accept responsibility for any damages where delivery is required off the highway.

X _____
AUTHORIZED SIGNATURE

ENVIRONMENTAL SERVICES, INC.

90 Brookfield Street
South Windsor, CT 06074
Phone 860-528-9500

INVOICE

COPY

DATE	INVOICE #
6/18/99	7679

[redacted]

DESCRIPTION
SPILL CASE #: 99-01737
LOCATION: STORE AVE, WATERBURY
JOB COMPLETE
DEP CONTRACT #989-A-04-0308-C
DEP CONTACT: E. GOTHBERG

P.O. NO.	TERMS	INSPECTOR	CASE #	REP	PROJECT
	NET 45 DA...	EG	99-01737	BD	990202

DESCRIPTION	QTY	UNIT	RATE	AMOUNT
[redacted]				
[redacted]				
[redacted] lunch				
EQUIPMENT OPERATOR 4 PORTIER REGULAR	9.5	HRS	42.20	400.90
EQUIPMENT OPERATOR 4 PORTIER OVERTIME	0.5	HRS	63.30	31.65
[redacted]				
[redacted]	1	DAY	455.00	455.00
[redacted]	2	HRS	56.87	113.74
[redacted]				
[redacted]				
[redacted] 4 hr lunch				
EQUIPMENT OPERATOR 4 PORTIER REGULAR	9.5	HRS	42.20	400.90
EQUIPMENT OPERATOR 4 PORTIER OVERTIME	4	HRS	63.30	253.20
EQUIPMENT OPERATOR 3 MAGLISI REGULAR	9.5	HRS	42.20	400.90
EQUIPMENT OPERATOR 3 MAGLISI OVERTIME	4	HRS	63.30	253.20
[redacted]				
[redacted]	1	DAY	455.00	455.00
[redacted]	5.5	HRS	56.87	312.79
[redacted] BED TRAILER	1	DAY	595.00	595.00
[redacted] BED TRAILER	5.5	HRS	74.37	409.04
[redacted]				
[redacted]				
[redacted] 4 hr lunch				
EQUIPMENT OPERATOR 4 PORTIER REGULAR	9.5	HRS	42.20	400.90
EQUIPMENT OPERATOR 4 PORTIER OVERTIME	5	HRS	63.30	316.50
EQUIPMENT OPERATOR 3 MAGLISI REGULAR	9.5	HRS	42.20	400.90
EQUIPMENT OPERATOR 3 MAGLISI OVERTIME	5	HRS	63.30	316.50
PLEASE REFERENCE INVOICE AND PROJECT NUMBERS ON CHECK				
[redacted]			Total	
[redacted] Page				

7 INTUIT INC. # 947 1-800-433-8810

ENVIRONMENTAL SERVICES, INC.

90 Brookfield Street
South Windsor, CT 06074
Phone 860-528-9500

INVOICE

DATE	INVOICE #
8/16/99	37679

[redacted]

DESCRIPTION
SPILL CASE # 99-01737
LOCATION: STORE AVE, WATERBURY
JOB COMPLETE
DEP CONTRACT 989-A-04-0308-C
DEP CONTACT: E. GOTHBERG

P.O. NO.	TERMS	INSPECTOR	CASE #	REP	PROJECT
	NET 45 DA...	EG	99-01737	BD	990202

DESCRIPTION	QTY	UNIT	RATE	AMOUNT
[redacted]				
EQUIPMENT 0530 TO 1300				
[redacted]		DAY	455.00	455.00
[redacted]	6	HRS	56.87	369.66
[redacted] TBED TRAILER		DAY	595.00	595.00
[redacted] TBED TRAILER	8.5	HRS	74.37	483.41
[redacted]				
[redacted]		LSUM	8,074.71	8,074.71
[redacted] INV #37664332				
[redacted]				
[redacted]				
[redacted]				
[redacted] 1/2 hr lunch				
EQUIPMENT OPERATOR E PORTIER	9	HRS	42.20	379.80
EQUIPMENT OPERATOR G S MAGLIS	3	HRS	42.20	126.60
[redacted]				
EQUIPMENT 0700 TO 1830				
[redacted]		DAY	455.00	455.00
[redacted]	6	HR	56.87	56.87
[redacted] TBED TRAILER	3	HRS	85.00	255.00
[redacted]				
[redacted]				
[redacted] 1/2 hr lunch				
EQUIPMENT OPERATOR E PORTIER	9.5	REGULAR	42.20	400.90
EQUIPMENT OPERATOR E PORTIER	0.5	OVERTIME	63.30	31.65
EQUIPMENT OPERATOR G S MAGLIS	9.5	REGULAR	42.20	400.90
EQUIPMENT OPERATOR G S MAGLIS	0.5	OVERTIME	63.30	31.65
[redacted]				
[redacted] INVOICE AND PROJECT NUMBERS ON CHECK				
[redacted]				Total
[redacted]				

1997 INTUIT INC. 1-800-433-8810

ENVIRONMENTAL SERVICES, INC.

90 Brookfield Street
South Windsor, CT 06074
Phone 860-528-9500

INVOICE

DATE	INVOICE #
6/18/99	679

BILL TO	DESCRIPTION
[illegible] DEPT. OF ENVIRONMENTAL PROTECTION [illegible] WASTE MANAGEMENT [illegible] RECOVERY PROGRAM [illegible] STREET [illegible] HARTFORD, CT 06106-5127	SPILL CASE # 99-01737 LOCATION: 6 STORE AVE, WATERBURY JOB COMPLETE DEP CONTRACT #989-A-04-0308-0 DEP CONTACT: E. GOTHBERG

P.O. NO.	TERMS	INSPECTOR	CASE #	REP	PROJECT
	NET 45 DA...	EG	99-01737	BD	990202

DESCRIPTION	QTY	UNIT	RATE	AMOUNT
EQUIPMENT 07:00 TO 17:30				
ROLLOFF TRUCK	1	DAY	455.00	455.00
ROLLOFF TRUCK	2	HRS	56.87	113.74
TRACTOR W/FLATBED TRAILER	1	DAY	595.00	595.00
TRACTOR W/FLATBED TRAILER	2	HRS	74.37	148.74
[illegible]				
[illegible] FRIDAY 05/07/99				
[illegible] 07:30 TO 17:30 1/2 hr lunch				
EQUIPMENT OPERATOR E FORTIER REGULAR	10.5	HRS	42.20	400.90
EQUIPMENT OPERATOR E FORTIER OVERTIME	3.0	HRS	63.30	253.20
EQUIPMENT OPERATOR G MAGUIRE REGULAR	10.5	HRS	42.20	400.90
EQUIPMENT OPERATOR G MAGUIRE OVERTIME	3.0	HRS	63.30	253.20
[illegible] 07:30 TO 17:30				
ROLLOFF TRUCK	1	DAY	455.00	455.00
ROLLOFF TRUCK	5.5	HRS	56.87	312.79
TRACTOR W/FLATBED TRAILER	1	DAY	595.00	595.00
TRACTOR W/FLATBED TRAILER	5.5	HRS	74.37	409.04
[illegible]				
WASTE MANAGEMENT SERVICES LLC	1	L/SUM	6,105.56	6,105.56
MANIFEST # NYG082026 NYG082034 INV # 3786438				
[illegible] 6,105.56				
[illegible] RENTAL				
ROLLOFF CONTAINER #007 03/27/99 - 04/26/99	1	MONTH	126.00	126.00
ROLLOFF CONTAINER #007 04/27/99 - 05/04/99	8	DAY	14.20	113.60
ROLLOFF CONTAINER #011 03/27/99 - 04/26/99	1	MONTH	126.00	126.00
ROLLOFF CONTAINER #011 04/27/99 - 05/04/99	8	DAY	14.20	113.60
ROLLOFF CONTAINER #022 03/26/99 - 04/24/99	1	MONTH	126.00	126.00
ROLLOFF CONTAINER #022 04/25/99 - 05/07/99	13	DAY	14.20	184.60
PLEASE REFERENCE INVOICE AND PROJECT NUMBERS ON CHECK				
[illegible]			Total	
[illegible]				
[illegible]				
[illegible]				

387 INTUIT INC. 1-800-330-8810

4.3 describe compensation for study & testimony

4.4 list all other cases you testified in (trial or deposition) in the last 4 years

F:\Data\WPDOCS\CALABRES.CLT\FEDPLSAD\HeidtmanDisclosureOutline.wpd

EG

DATE FORWARDED TO OCSRD: September 11, 1999

SPILLCASE # 9901739 CONTRACTOR: Phoenix Envir. Lab

INVOICE # _____ INVOICE DATE: _____

INVOICE TOTAL AS RECEIVED $ 290.00

INVOICE TOTAL FOR PAYMENT $ _____

DATE STAMPED: 9/9/99

REVIEW INVOICE: 22 Sept 99

PROJECT MGMT: _____

PRINT SPREADSHEET: _____

CERTIFIED AS WORK PERFORMED

Erik M. Gothberg 22 Sept 99

NAME DATE

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Bureau of Waste Management, Oil and Chemical Spill Response Division

Emergency Incident Report

Case No.: 99-01737
Staff Receiving Call: 922 ACETO, JOHN Assigned To: 924 GOTHBERG, ERIK
Date Reported: 03/19/1999 Time Reported: 9:32
Date of Release: 03/19/1999 Time of Release: UNKNOWN
Town of Release: WATERBURY State of Release: CT
Location of Reported Release: 136 STORE AVENUE
Reported By: MIKE MCDANIEL Phone: (860) 424-3798
Representing: P.E.R.D. / CT. D.E.P.
Responsible Party: SCOVILL MANUFACTURING Phone:
Street Address: STORE AVENUE
Town: WATERBURY State: CT Zip Code: 06702-
Does the Responsible Party Accept Financial Responsibility? NO
Release Type: HAZARDOUS WASTE DIELECT
Release Substance: POSSIBLE METALS AND P.C.B.'S
Media: GROUND SURFACE
Total Quantity: 0 Gallons <900000 Cubic Yards 0 Cubic Feet 0 Drums 0 Pounds
Emergency Measures: SAMPLING OF DISTURBED AREA TO BE CONDUCTED BY ENVIRONMENTAL SERVICES, INC. / 2ND LOCATION - NEUMAN STREET /
Has the Release Been Terminated?: YES
Type of Waterbody Affected: GROUNDWATER
Name of Waterbody Affected: NA
Total Quantity Recovered: 0 Total Quantity in Water: 0
Corrective Actions Taken: SAMPLING TO COMPLETED BY E.S.I.
Discharge Class: COMMERCIAL INDUSTRIAL
Cause of Incident: DUMPING
Agencies Notified: TOM SMITH – U.S. E.P.A.
BUREAU OF WASTE MANAGEMENT - OIL AND CHEMICAL SPILL RESPONSE
BUREAU OF WATER MANAGEMENT - PERMITTING, ENFORCEMENT & REMEDIATION
Status: CLOSED

Invoice

EG

SEP - 9 1999
DEP-WASTE MANAGEMENT BUREAU
COST RECOVERY PROGRAM

From: Phoenix Environmental Laboratories, Inc.
587 E. Middle Turnpike, Box 418
Manchester, CT 06045-0418
(860) 645-3218 Fax (860) 645-0823

Invoice Number: 58638

Invoice Date: 04/23/99

To: Attn: Ms. Valerie Leachman
Dept. Env. Protection
Cost Recovery
79 Elm St.
Hartford, CT 06106
CASE#9901737

The following charges are due for the indicated sample(s) which were submitted to this laboratory.

Submittal Date: 04/07/99
Lab Sample ID: AC16177
Client ID: PROJECT: 990202 SCOVILLE NHR
Your Purchase Order: 990202

Detailed Invoice information

Analysis Name	Quantity	Total Price
Tot.Petroleum HC	1	
Volatiles	1	
Arsenic (Furnace)	1	
Cadmium	1	
Chromium	1	
Mercury	1	
Lead	1	
Total Metals Digest	1	
Polychlorinated Biphenyls	1	
Flash Point	1	
Ignitability	1	
pH	1	
Corrosivity	1	
Free Liquids	1	
Total Organic Carbon	1	
Analysis charges @ $290.00 per sample	1	$290.00
Invoice Total		$ 290.00

Remit payment to:Phoenix Environmental Laboratories, Inc., P.O. Box 418, Manchester, CT 06045-0418
Interest at 1.5% per month charged to accounts due over 30 days. Collection expenses as incurred will be charged.

Interest at 1.5% per month charged to accounts due over 30 days. Collection expenses as incurred will be charged.

Invoice

From: Phoenix Environmental Laboratories, Inc.
587 E. Middle Turnpike, Box 418
Manchester, CT 06045-0418
(860) 645-3218 Fax (860) 645-0823

Invoice Number: 58638

Invoice Date: 04/23/99

To: Attn: Accounts Payable
CT DEP
~~90 Brookfield St.~~
~~S. Windsor, CT 06074~~ address
CASE#9901737

The following charges are due for the indicated sample(s) which were submitted to this laboratory.

Submittal Date: 04/07/99
Lab Sample ID: AC16177
Client ID: PROJECT: 990202 SCOVILLE NHR
Your Purchase Order: 990202

Detailed Invoice information

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Polychlorinated Biphenyls	1	
Flash Point	1	
Ignitability	1	
pH	1	
Corrosivity	1	
Free Liquids	1	
Total Organic Carbon	1	
Analysis charges @ $290.00 per sample	1	$290.00
Invoice Total		$ 290.00

Remit payment to: Phoenix Environmental Laboratories, Inc., P.O. Box 418, Manchester, CT 06045-0418
Interest at 1.5% per month charged to accounts due over 30 days. Collection expenses

MILFORD MATERIALS TESTING LABORATORY, INC.

655 Plains Rd. • Milford, Connecticut 06460

Phone (203) 877-3163 Fax (203) 876-8162

1-800-352-1399

Mail to P.O. Box 493
Milford, Conn. 0646

April 14, 1999
Test M73899

TO: Phoenix Environmental Labs, Inc.
587 East Middle Turnpike
Manchester, CT 06040

FROM: Dominic Mastrone

ATT: Ms. Bobbi Parloto

RE: Exam of 3 soils & 1 water sample, Rec'd. 4/8/99

TEST	RESULTS		
	AC16156-S	AC16158	AC16175-S
TOC	.12%	5.4 mg/l	2.06%
	AC16177-S		
TOC	1.38%		

Dominic Mastrone

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION

DEP Inspection 987
Store Avenue site of
Joseph A. Calabrese
Calabrese Construction Co., Inc.
3722 East Main Street
Waterbury, Connecticut 06705

General Information:

On Thursday, March 23, 1989, Lori Saliby and I conducted a DEP inspection at a construction site on Store Avenue owned by Joseph Calabrese. A crew from the Calabrese Construction Company, Inc. which is headed by Joseph Calabrese, was working on the site when we arrived. The supervisor of this crew was Bill Calabrese, son of the owner. We introduced ourselves from a distance (he was working on filling a wood form with concrete for the building foundation) and explained our intentions of inspecting the site and taking samples. Bill Calabrese agreed to our requests and we proceeded with the inspection.

The lot was generally rectangular in shape extending further south to north than east to west (see map attachment TR01). It was evident that most excavation and construction activities had taken place in the southern portion. The northeast corner of the lot had been lined with bales of hay. Just to the east of these bales was a stream flowing North to South until it turned underground approximately halfway down the lot. Two other items noted in the northern half of this lot were: a pit half-filled with water and excavated materials to it's east; and a pile of excavated material which contained many floor blocks.

The southern half of the lot contained most of excavated materials in the general vicinity of the building footprint. The footprint itself varied in depth from 15 to 20 feet at it's southern end to 8 to 10 feet at its northern end. In an extension of the footprint at the southeast corner were two raised manholes and a catch basin. This section contained water which had an oil sheen on its surface. Discolored water could be seen leaking out of the walls of this footprint possibly contributing to the oil sheen. A large pile of excavated materials was located along the western side of the lot. There was much metal debris (crushed rusted metal and drums) in this pile as well as broken concrete building materials. South of the footprint were five more piles. One of these piles appeared to be sandy clean fill brought in from off-site and another appeared to be material scraped off the surface judging from the branches, leaves and other surface debris in it. The three other piles were not similar to any of the others on the site as their soil was darker in color and they had a greater incidence of metal (drums, slag, unidentifiable crushed rusted metal of various sizes). It was in these three piles that we were able to identify 12 capacitors and secure four samples which had leaked out of them to the ground.

The following samples were taken from the spilled capacitor material on the ground below each:

168-PCB-89 Oily soil collected beneath a capacitor identified as # 5 on map. Nameplate missing.

169-PCB-89 Oil and soil collected beneath capacitor identified as # 1 on map. Nameplate info: GE. pyranol capacitor, 1.8 gal. #E81715, cat 16F91, Volts 575 Cycle 60 phase 1.

170-PCB-89 Oil and soil collected beneath a capacitor identified as # 3 on map. Nameplate info: GE puranol capacitor, # E 81722, cat 16F91, Volts 575, Cycle 60, phase 1.

171-PCB-89 Oil and soil collected beneath a capacitor identified as # 7 on map. Nameplate info: GE pyranol capacitor, # #81737, cat 16F91, Volts 575, Cycle 60, phase 1.

We showed Calabrese one of the capacitors that we had found and told him that we had identified eleven others on the three piles of excavated materials. We told him that we had taken samples of materials which had leaked out of four of these capacitors even though the name plate information was indicative of PCB content.

We told Calabrese that he should put these capacitors into DOT approved 17 - E 55 gallon drums and to have those who handle them wear gloves. Mr. Calabrese said that he was not aware of this particular drum but he did have 55 gallon ring top drums. We told him to use those. We gave him 3 PCB M labels to place on the drums with capacitors. We gave Calabrese a copy of the PCB regulations and the transfer bill - Negative Declaration Statute (Calabrese told me that he had owned the property for six or seven years). We told Calabrese that he would need to hire a transporter permitted to haul PCBs to move the drums off-site for disposal and we would send him the DEP list of these. Finally, we told him to call G. Scott Deshefy at the DEP on Monday for further guidance as to what work or in what areas activity could continue.

Attachments:

TR01 - hand-drawn map of site.

TR02 - Letter to Mr. Joseph Calabrese from G. Scott Deshefy dated March 23, 1989.

FATES

Samples:

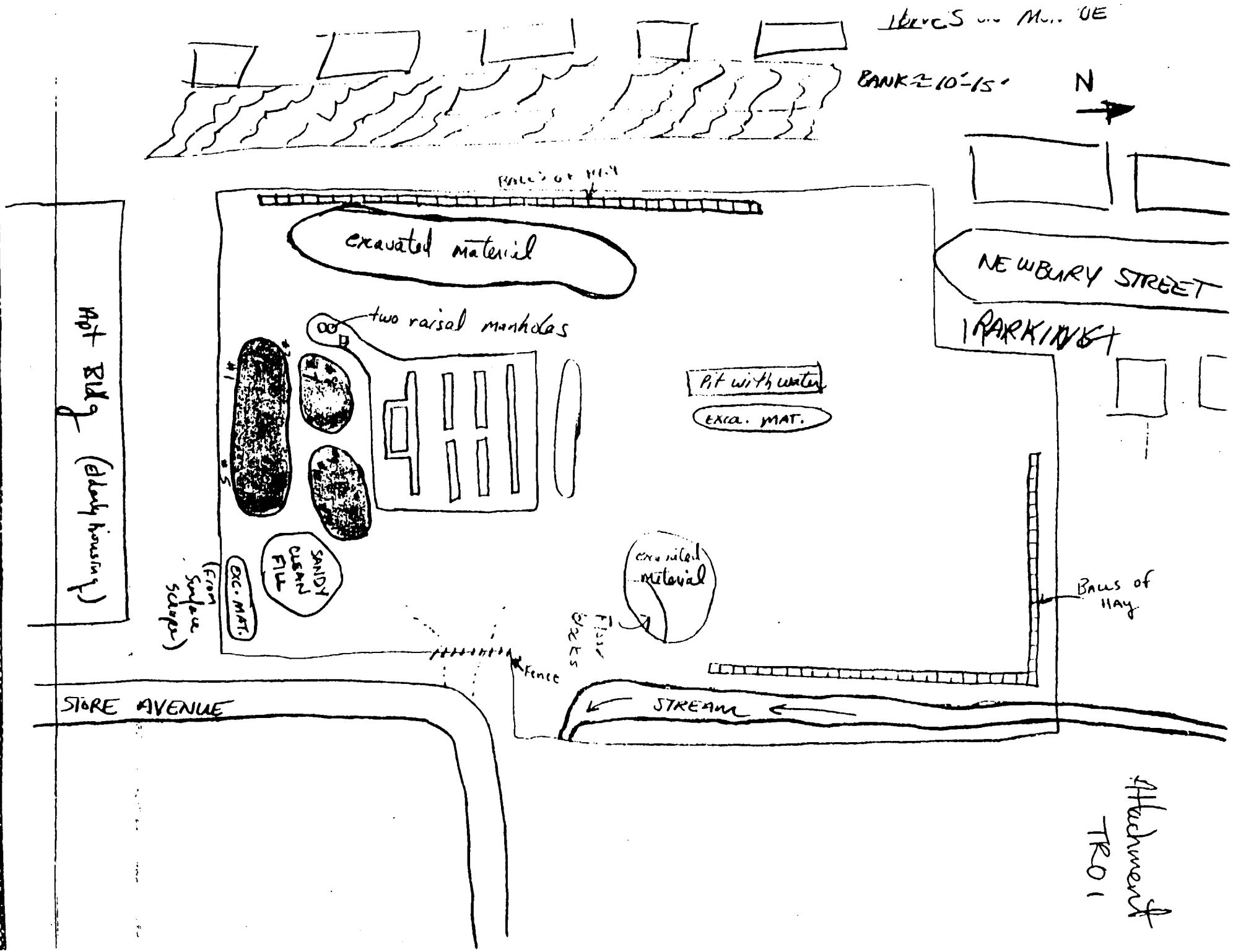
Listed in body of report

Photographs:

None

Thomas W. RisCassi

Thomas RisCassi
Field Inspector



Attachment TR01

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION

March 23, 1989

Attachment TR02

Mr. Joseph Calabrese
Calabrese Construction Company, Inc.
3722 East Main Street
Waterbury, Connecticut 06705

Dear Mr. Calabrese:

Preliminary investigations by the PCB Enforcement Program of the Hazardous Materials Management Unit (CT Department of Environmental Protection) indicate potentially extensive PCB contamination at your proposed building site on the former Scovill landfill, adjacent to Store Street, Waterbury, Connecticut. Until the degree and extent of that suspected contamination is better delineated, please discontinue construction and please restrict access within building site. If contaminated soil must be removed from that area, then further construction may obstruct access for remedial actions, as necessary, and may result in additional expense for you should building components be dismantled to gain access to any PCB-laden soils or PCB-laden equipment buried within that location.

Please contact this office (566-4630) for further information.

Respectfully,

G. Scott Deshefy
PCB-Toxics Program Coordinator

GSD/lr

Phone:
165 Capitol Avenue • Hartford, Connecticut 06106
An Equal Opportunity Employer

PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL RESOURCES
Bureau of Waste Management
P. O. Box 8550
Harrisburg, PA 17105-8550
OFFICIAL PENNSYLVANIA MANIFEST FORM

92/111 SWO#76569

WM-51 REV. 1/91

Form approved OMB No. 2050-0039 Expires 9-30-94

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No. CTP0000153261 Manifest Document No. 85166

2. Page 1 of 1

Information in the shaded areas is not required by Federal law but is required by State law.

3. Generator's Name and Mailing Address: Pursuant To Emergency Response Per CT. General Statutes 22a-451, Responsible Party is: Joseph Calabrese Const. Co. 3722 Eindhoven St. Waterbury CT

A. State Manifest Document Number: PAE 1185166

B. State Gen. ID: Scovill Industrial Store Ave Waterbury, CT.

4. Generator's Phone (860) 464-3377

5. Transporter 1 Company Name: Environmental Services, Inc

6. US EPA ID Number: CTD001881802

C. State Trans. ID: PA- CTT115

7. Transporter 2 Company Name: Laidlaw Env. Svcs (TG) Inc.

8. US EPA ID Number: SCD987574647

D. Transporter's Phone: (860) 528-9500

E. State Trans. ID: PA-

9. Designated Facility Name and Site Address: Laidlaw Environmental Services, (P.P.M.), Inc 4105 Wittaker Ave Philadelphia, PA 19124

10. US EPA ID Number: PAD981113749

F. Transporter's Phone: (978) 683-0025

G. State Facility's ID: 5

H. Facility's Phone: (215) 425-6144

11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No.
a. RQ, Polychlorinated Biphenyls, 9, UN-2315, PGII	001	DM	00045	K	CR01 PCB-2
b. RQ, Environmentally Hazardous Substances Solid, N.O.S., 9, UN-3077, PGIII	004	DM	00454	K	CR01 PCB-2
c.					
d.					

GENERATOR

J. Additional Descriptions for Materials Listed Above

	Lab Pack	Physical State		Lab Pack	Physical State
a.		S	Incin.	c.	
b.		S	Landfill	d.	

K. Handling Codes for Wastes Listed Above: a. Inc. b. Landfill d.

15. Special Handling Instructions and Additional Information: 24 Hr Contact 1-800-535-5053. Facility 590

11a) DOT ERG #171

11b) DOT ERG #171

Drums 1-5 Out of Service Dates 2/2/98 98083

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled and are in all respects in proper condition for transport by highway according to applicable international and national government regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name: Richard A. Cassidy Agent for Scovill | Signature: [signature] | MONTH 02 DAY 02 YEAR 98

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name: Dustin Mitchell | Signature: [signature] | MONTH 02 DAY 02 YEAR 98

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name: SH. | Signature: [signature] | MONTH 02 DAY 18 YEAR 98

FACILITY

19. Discrepancy Indication Space: a) 70 Kgs. b) 574 Kgs. Reconciled weight discrepancies w/ Lori Salisbury 3/5/98 (LM)

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

Printed/Typed Name: Tyrone Clemmons | Signature: [signature] | MONTH 02 DAY 27 YEAR 98

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST

21. Generator's US EPA ID No. CT P 0 0 0 0 1 5 3 2 6 | Manifest Document No. 8 3 1 6 6

22. Page 1 of ___ | Information in the shaded areas is not required by Federal law

23. Generator's Name and Mailing Address
Pursuant To Emergency Reponse Per CT General Statues 22A-451 Responsible Party Is Joseph Calsores Const Co
3722 Ehrgins St Waterbury CT

L. State Manifest Document Number

M. State Generator's ID

24. Transporter 1 Company Name: Freehold Cartage | 25. US EPA ID Number: N J D 0 5 4 1 2 6 1 6 4

N. State Transporter's ID

O. Transporter's Phone

26. Transporter 2 Company Name | 27. US EPA ID Number

P. State Transporter's ID

Q. Transporter's Phone

28. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)	29. Containers No.	29. Containers Type	30. Total Quantity	31. Unit Wt./Vol.	R Waste No.
a.					
b.					
c.					
d.					
e.					
f.					
g.					
h.					
i.					

S. Additional Descriptions for Materials Listed Above

T. Handling Codes for Wastes Listed Above

32. Special Handling Instructions and Additional Information

GENERATOR

TRANSPORTER

33. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name: Lynn C Shirey | Signature: [signature] | Month | Day | Year

34. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name | Signature | Month | Day | Year

FACILITY

35. Discrepancy Indication Space

EPA Form 8700-22A (Rev. 9-88) Previous editions are obsolete.
590-4522

WATERBURY MUNICIPAL WASTE TREATMENT PLANT

ANALYSIS OF PILES OF GRAVEL - LANDFILL AREA

MAY 1, 1989

(49 cu/yds.)

A number of piles of gravel/earth, transferred from Newman Avenue, Waterbury to the fill area of the Waterbury Municipal Waste Treatment, West of Route 8, were sampled. A composite sample was prepared from twelve (12) individual samples taken from the edges and central portions of the piles.

A 10.0 gram portion was extracted four (4) times with boiling hexane. The extract was filtered through anhydrous sodium sulfate and concentrated to 50.0 ml. An aliquot of the concentrate was analyzed for PCB by means of gas chromatographic procedures.

NO PCB'S WERE DETECTED - limits of detection: 2 ppm

Historic area of Scovill Landfill in vicinity of Calabrese Site

Reference: LCK - IV - 269 - 3

[illegible] PhD

5/15/89

SCHEDULE A

FIRST PARCEL:

all that certain piece or parcel of land, with all the improvements thereon, situated easterly of Newbury Street in said Town of Waterbury, bounded and described as follows:

NORTHERLY	- 190.35 feet, more or less, on land now or formerly of Joseph S. and Helen E. Rocco;
EASTERLY	- 50.00 feet, more or less, on land now or formerly of Salvatore Santa Maria;
SOUTHERLY	- 200.00 feet, more or less, on land now or formerly of Scovill Manufacturing Company;
WESTERLY	- 60.00 feet, more or less, on Newbury Street;
NORTHEASTERLY	- 15.40 feet, more or less, on land now or formerly of Joseph S. and Helen E. Rocco.

Being the same premises conveyed to Raymond F. McHugh and Joseph A. Calabrese in two deeds, the first of which is a Quit Claim Deed from William Kosersky to Raymond F. McHugh and Joseph A. Calabrese, dated October 24, 1974, recorded October 28, 1974 in Volume 1162, Page 199 of the Waterbury Land Records. In addition, an Executor's Deed from Sylvia J. Koser Cohn, Executrix of Estate of Robert Koser to Raymond F. McHugh and Joseph A. Calabrese, dated October 14, 1974, recorded October 28, 1974 in Volume 1162, Page 201 of the Waterbury Land Records for the remaining one-half (½) interest.

Said premises are free and clear of all encumbrances and defects of record, except building lines, if established, and any and all provisions of any building zone ordinance and planning ordinance enacted by the Town of Waterbury and any and all provisions of any ordinance, municipal regulation, or public or private law, and

1. RIGHT OF WAY - Robert Kosersky and William Kosersky to the City of Waterbury, dated November 13, 1945, recorded November 21, 1945 in Volume 550, Page 94 of the Waterbury Land Records - grants to the City of Waterbury a twenty (20) foot right of way to construct and maintain a sanitary sewer on the southerly side of Dallas Avenue, the grantors reserves for themselves, the right to pass and repass over said sanitary sewer drain,

SECOND PARCEL:

SCHEDULE A cont'd

of all that certain piece or parcel of land containing 7.9 acres, situated on the westerly side of Store Avenue and the northerly side of Radcliff Avenue in City of Waterbury, Conn., bounded and described as follows:

Beginning at a point in the westerly line of Store Avenue 40 feet northerly of the northeasterly corner of land now or formerly of Waterbury Savings Bank as measured in the westerly line of Store Avenue, being the southeasterly corner of the within described land; thence running in the westerly line of Store Avenue N 5° 24' 20" W 258.18 feet to a direct extension westerly of the northerly line of Radcliff Avenue; thence running in the direct extension westerly of the northerly line of Radcliff Avenue and the northerly line of Radcliff Avenue N 85° 06' 17" E 159.91 feet to land now or formerly of Concetta Paolino; thence running in the westerly line of lands now or formerly of Concetta Paolino, Joseph Muscillo, John S. Cassidy & Mary F. Cassidy, Marcella R. Paloski, John Bunevich & Isabell Bunevich, Elizabeth R. Hansen, Walter N. Bolt & Annie Bolt, Richard G. O'Connor & Marianne H. O'Connor, Vito F. Nole & Rita F. Nole, and Elizabeth Carew N 4° 53' 43" W 481.59 feet to land now or formerly of Francis B. Meo; thence running in the southerly line of lands now or formerly of Francis B. Meo, Salvatore N. Santa Maria, Robert Koser, Proposed Street, Newbury Street and land now or formerly of Henry Larson S 85° 05' 35" W 535.84 feet to land now or formerly of William D. Mangini & Marjorie C. Mangini; thence running in the easterly line of lands now or formerly of William D. Mangini & Marjorie C. Mangini, Harry E. Mayo & Helen M. Mayo, Michael C. Kapustey & Mildred M. Kapustey, Edward J. Gryniuk & Mary E. Gryniuk, Kay M. Haggerty, Gertrude Kaspaki, Leonardo LaSelva & Maria L. LaSelva, James V. Sisti and Joseph G. Lessard & Anna K. Lessard S 7° 23' 11" E 631.26 feet; thence running in the easterly line of lands now or formerly of Joseph G. Lessard & Anna K. Lessard, Louis Jannetty, Sr. & Anna Jannetty and James R. Hall, Jr. & Delia C. Hall S 6° 47' 41" E 112.14 feet; thence running in a line 40 feet northerly of and parallel to the northerly line of land now or formerly of Waterbury Savings Bank N 84° 35' 40" E 347.09 feet to Store Avenue and the point of beginning.

BOUNDED:

NORTHERLY - by land now or formerly of Henry Larson, Newbury Street, Proposed Street, lands now or formerly of Robert Koser, Salvatore N. Santa Maria and Francis B. Meo;

EASTERLY - by lands now or formerly of Elizabeth Carew, Vito F. Nole & Rita F. Nole, Richard G. O'Connor & Marianne H. O'Connor, Walter N. Bolt & Annie Bolt, Elizabeth R. Hansen, John Bunevich & Isabell Bunevich, Marcella R. Paloski, John S. Cassidy & Mary F. Cassidy, Joseph Muscillo, Concetta Paolino and Store Avenue;

SOUTHERLY - by Radcliff Avenue and land now or formerly of Scovill Manufacturing Company;

WESTERLY - by lands now or formerly of James R. Hall, Jr. & Delia C. Hall, Louis Jannetty, Sr. & Anna Jannetty, Joseph G. Lessard & Anna K. Lessard, James V. Sisti, Leonardo LaSelva & Maria L. LaSelva, Gertrude Kaspaski, Kay M. Haggerty, Edward J. Gryniuk & Mary E. Gryniuk, Michael C. Kapustey & Mildred M. Kapustey, Harry E. Mayo & Helen M. Mayo and William D. Mangini & Marjorie C. Mangini.

Being the same premises conveyed to Raymond F. McHugh by Warranty Deed from Scovill Foundation, Incorporated, dated July 5, 1972, recorded July 14, 1972 in Volume 1046, Pages 284-286 of the Waterbury Land Records. Raymond F. McHugh conveyed a one-half (½) interest in the above premises to Joseph A. Calabrese by two Quit Claim Deeds, the first of which is dated April 11, 1973, recorded May 1, 1973 in Volume 1088, Page 258 and the second deed which is dated August 30, 1973, recorded September 20, 1973 in Volume 1111, Page 113, all of the Waterbury Land Records.

Said premises are free and clear of all encumbrances and defects of record, except building lines, if established, and any and all provisions of any building zone ordinance and planning ordinance enacted by the Town of Waterbury and any a all provisions of any ordinance, municipal regulation, or pub or private law

1. EASEMENT - Scovill Manufacturing Co. to the City of Waterbury, dated April 30, 1945, recorded June 7, 1945 in Vol 545, Pages 189-191 of the Waterbury Land Records - 20 feet rig of way for sanitary sewer. May affect said premises.

2. EASEMENT - Scovill Manufacturing Co. to City of Water Bury, dated March 8, 1946, recorded March 22, 1946 in Volume 553, Pages 312-316 of the Waterbury Land Records - 10 feet rig of way for sewer. May affect said premises.

3. EASEMENT - Raymond F. McHugh to the Connecticut Light and Power Co., dated December 18, 1972, recorded January 25, 1973 in Volume 1075, Page 52 of the Waterbury Land Records - right to erect and maintain electric wires. This easement may affect the above premises.

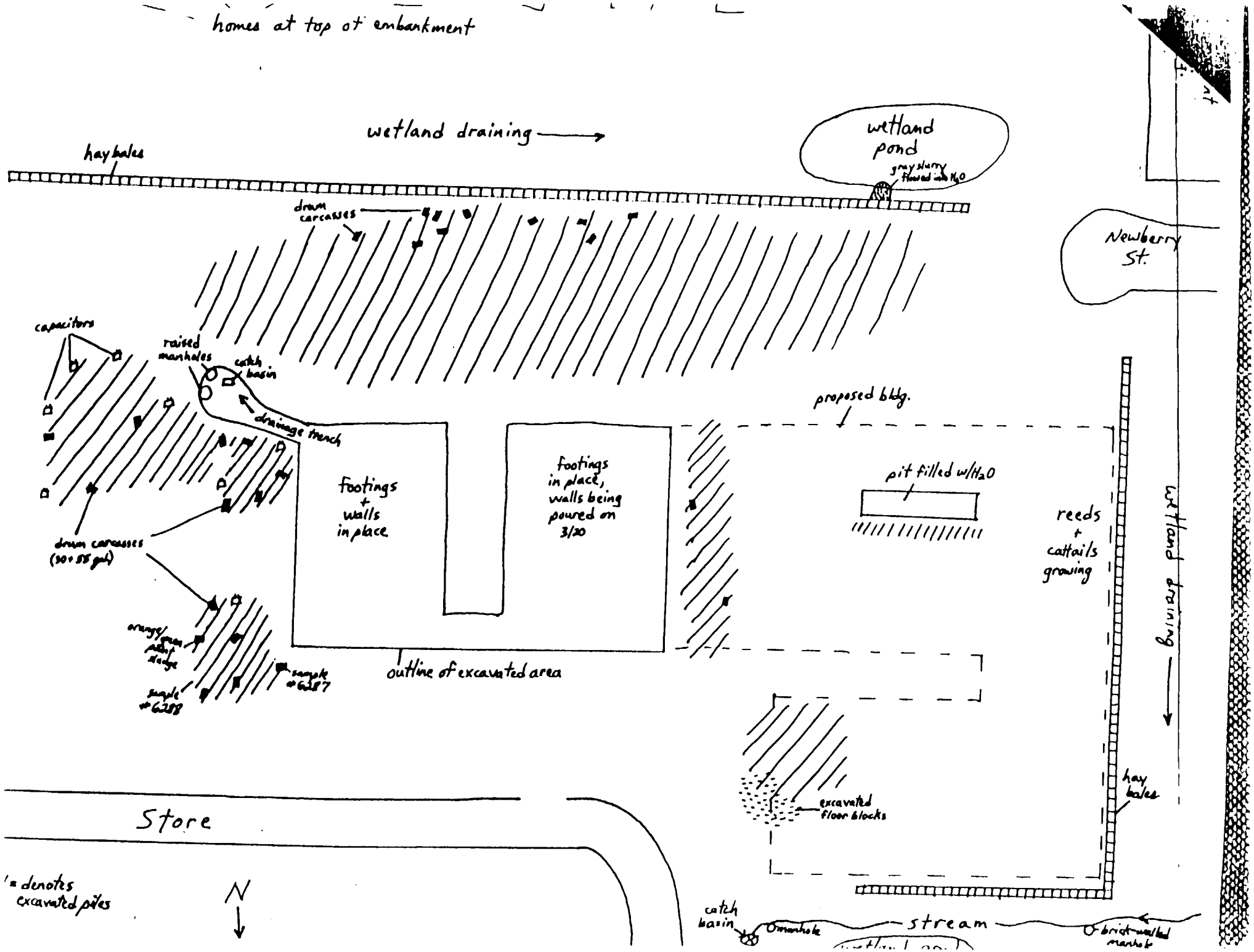
4. MORTGAGE - Raymond F. McHugh and Joseph A. Calabrese to Colonial Bank and Trust Company, dated May 1, 1973, recorded May 1, 1973 in Volume 1088, Page 260 of the Waterbury Land Records.....$290,000.00

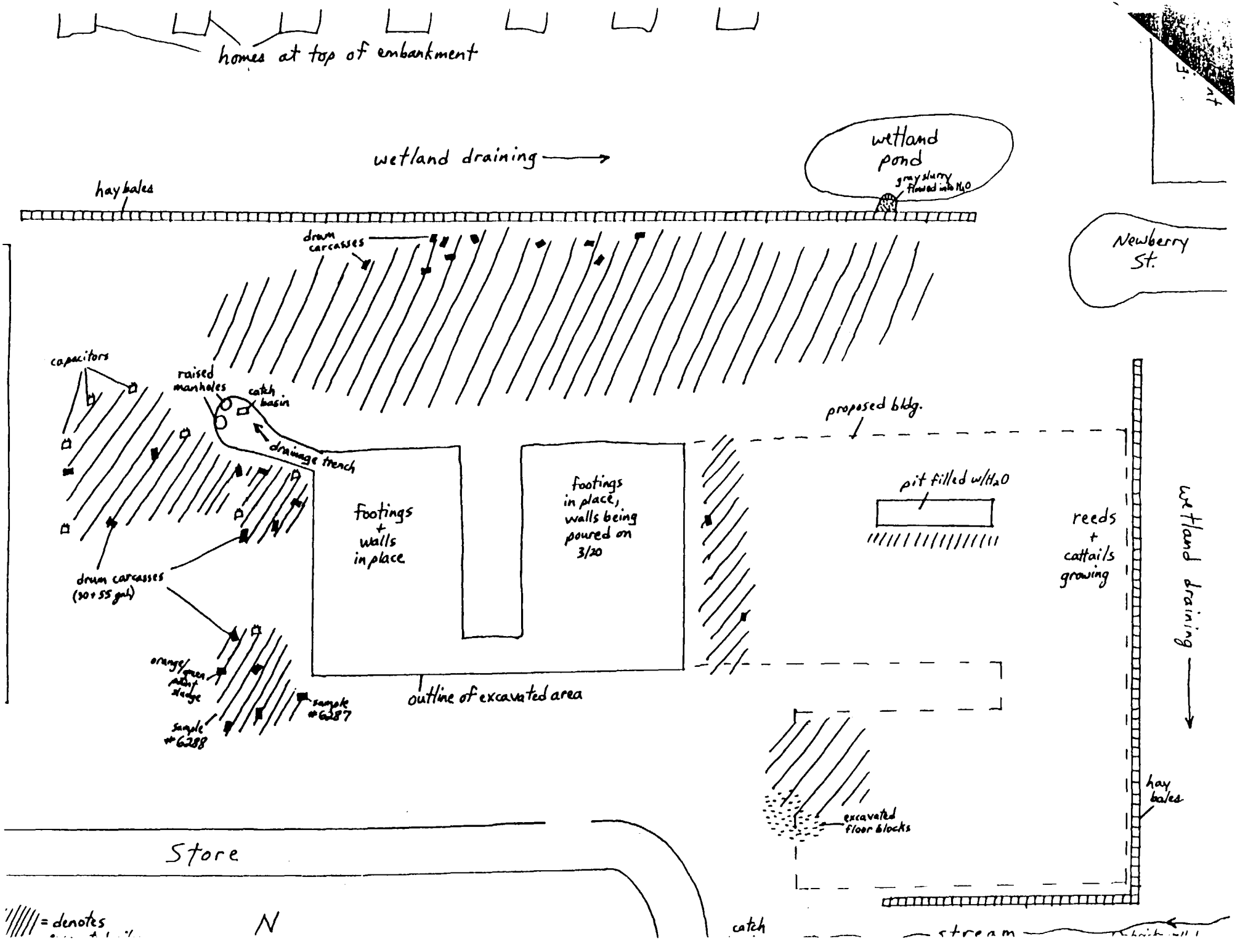
5. ASSIGNMENT OF LEASES - Raymond F. McHugh and Joseph A. Calabrese to Colonial Bank and Trust Company, dated May 1, 1973 recorded May 1, 1973 in Volume 1088, Page 275 of the Waterbury Land Records.

6. ASSIGNMENT OF MORTGAGE - The Colonial Bank and Trust Company assigned said mortgage to The Banking Center by assignment dated January 30, 1975, recorded January 31, 1975 in Volume 1172, Page 287 of the Waterbury Land Records.

7. ASSIGNMENT OF LEASES ASSIGNED - The Colonial Bank and Trust Company assigned the Assignment of Leases to The Banking Center by Assignment dated January 30, 1975, recorded January 31, 1975 in Volume 1172, Page 288 of the Waterbury Land Records

RECEIVED FOR RECORD
1986 JUN 31 PM 3 44
01340
TOWN CLERK
WATERBURY, CT.


homes at top of embankment
wetland draining
wetland pond
gray slurry flowed into H_2O
hay bales
drum carcasses
Newberry St.
capacitors
raised manholes
catch basin
drainage trench
proposed bldg.
footings + walls in place
footings in place, walls being poured on 3/20
pit filled w/H_2O
reeds + cattails growing
wetland draining
drum carcasses (30+55 gal)
orange/green oily sludge
sample #6287
sample #6288
outline of excavated area
hay bales
excavated floor blocks
Store
' = denotes excavated piles
N
catch basin
manhole
stream
brick-walled manhole


homes at top of embankment
wetland draining
wetland pond
gray slurry flowed into H_2O
hay bales
drum carcasses
Newberry St.
capacitors
raised manholes
catch basin
drainage trench
proposed bldg.
footings + walls in place
footings in place, walls being poured on 3/20
pit filled w/H_2O
reeds + cattails growing
wetland draining
drum carcasses (30+55 gal)
orange/green paint sludge
sample #6287
sample #6288
outline of excavated area
hay bales
excavated floor blocks
Store
= denotes
N
catch
stream

Affiliated with the Hotel Employees and Restaurant Employees International Union, AFL-CIO

Send anoth

Local 217
HOTEL AND RESTAURANT EMPLOYEES
and Bartenders Union

Principal Office:
5 College Street
New Haven, Conn. 06511
Phone: (203) 865-7315

Branch Offices:
86 Gillett Street
Hartford, Conn. 06105
Phone: (203) 246-2561

1570 Westminster Street
Providence, R.I. 02909
Phone: (401) 272-4910

Address Reply to:
New Haven Office

Henry J. Tamarin
Secretary-Treasurer
Fredrick M. Rogers
President

Warren Heyman
Area Director
(RI and Eastern Conn.)
Ellen A. Thomson
Area Director
(Southern Conn.)
Robert J. Traber
Area Director
(Central Conn.)

Dominic Barra
1st Vice President
Robert Artie Beliveau
2nd Vice President
Carmelo Alicea, Jr.
Shirley Bridges
Merle Farrar
Rosa Greene
Elaine Hatcher
Joe Jean
Leonard J. LaPenta
Winnie Maitz
Stanley Orzechowski
Christine Pallotti
Anita Pellichio
Carmela Simoniello
Ivan Torres
Greta Turecek
Executive Board
Betty Cutler
Rita Dowd
Ovella Watts
Trustees

Ann Baidack
Constance Holt
Susan Pettorini
Les Williams
Organizers
Courtney Alexander
Researcher

August 29, 1989

G. Scott Deshefy
PCB Toxics Program Coordinator
Department of Environmental Protection
122 Washington Avenue
Hartford, CT 06106

Dear Mr. Deshefy:

Pursuant to Connecticut's Freedom of Information Act, I am requesting access to documents regarding PCB contamination of property in Waterbury owned by Joseph Calabrese. The property in question is called the Store Avenue Extension. The documents I am requesting access to include the following: the reports of the two on-site inspections or investigations conducted by your department; the analytical results of samples tested by your department; orders issued by the DEP; and any agreements reached between the DEP and Mr. Calabrese.

I am further interested in knowing whether any of Calabrese's other industrial properties in Waterbury have been the subject of any concern or inspection for environmental hazards.

Given the City of Waterbury's active participation in this matter and the compelling public interest created by the health hazard and the proposed development of elderly housing on the site, it is my expectation that the information I am requesting is a matter of public record. If for any reason I am denied any portion of this request, please specify the statutory basis for the denial and inform me of the appeal process.

I look forward to your response. I can be reached at the New Haven address and phone number.

Sincerely,

Courtney Alexander
Courtney Alexander
Research Analyst

RECEIVED
SEP 1989
Dept. of Environmental Protection
PCB/UST SECTION

cc: Edward Parker
Assistant Director, Hazardous Material Management

Affiliated with the Hotel Employees and Restaurant Employees International Union, AFL-CIO

Local 217
HOTEL AND RESTAURANT EMPLOYEES
and Bartenders Union

Principal Office:
425 College Street
New Haven, Conn. 06511
Phone: (203) 865-7315

Branch Offices:
86 Gillett Street
Hartford, Conn. 06105
Phone: (203) 246-2561

1570 Westminster Street
Providence, R.I. 02909
Phone: (401) 272-4910

Address Reply to:
.....Office

Henry J. Tamarin
Secretary-Treasurer
Fredrick M. Rogers
President

Warren Heyman
Area Director
(RI and Eastern Conn.)
Ellen A. Thomson
Area Director
(Southern Conn.)
Robert J. Traber
Area Director
(Central Conn.)

Dominic Barra
1st Vice President
Robert Artie Beliveau
2nd Vice President
Carmelo Alicea, Jr.
Shirley Bridges
Merle Farrar
Rosa Greene
Elaine Hatcher
Joe Jean
Leonard J. LaPenta
Winnie Maitz
Stanley Orzechowski
Christine Pallotti
Anita Pellichio
Carmela Simoniello
Ivan Torres
Greta Turecek
Executive Board
Betty Cutler
Rita Dowd
Ovella Watts
Trustees

Ann Baidack
Constance Holt
Susan Pettorini
Les Williams
Organizers
Courtney Alexander
Researcher

September 22, 1989

Thomas Riscassi
Field Inspector, PCB/Toxics Group
Department of Environmental Protection
165 Capitol Avenue
Hartford, Connecticut 06106

Dear Mr. Riscassi:

Pursuant to a telephone conversation with Mr. Deshefy, I am forwarding another copy of this letter to you for your response.

Please forward the documents I have requested as soon as possible. Mr. Deshefy indicated that the investigation reports are public information. I have requested copies of all documents which are part of the DEP's official file on this site.

I look forward to your prompt reply. Please address it to the New Haven address above.

Sincerely,

Courtney Alexander

Courtney Alexander
Research Analyst

RECEIVED
SEP 29 1989
Dept. of Environmental Protection
PCB/UST SECTION

EPA Region I New England
Superfund Document Management System

Doc ID # 16994
Page # 337

Imagery Cover Sheet
Unscannable Item

Contact the Superfund Records Center to View this Document

Site Name Scovill Industrial Landfill

Operable Unit Entire Site

Break Number 11.09

Report or Document Title 104 Response - Saltire Industrial Inc (part 1 of 2)

Date of Item 3/1/00

Description of Item Plan and Profile prepared...

Number and Type of Item(s) 1 oversized map

EPA Region I New England
Superfund Document Management System

Doc ID # 16994
Page # 338

Imagery Cover Sheet
Unscannable Item

Contact the Superfund Records Center to View this Document

Site Name Scovill Industrial Landfill

Operable Unit Entire Site

Break Number 11.09

Report or Document Title 104 Response - Saltire Industrial Inc (part 1 of 2)

Date of Item 3/15/00

Description of Item Topographic Survey prepared...

Number and Type of Item(s) 1 oversized map

EPA Region I New England
Superfund Document Management System

Doc ID # 16994
Page # 339

Imagery Cover Sheet
Unscannable Item

Contact the Superfund Records Center to View this Document

Site Name Scovill Industrial Landfill

Operable Unit Entire Site

Break Number 11.09

Report or Document Title 104 Response - Saltire Industrial Inc. (part 1 of 2)

Date of Item 3/15/00

Description of Item Topographic Survey prepared for...

Number and Type of Item(s) 1 oversized map

EPA Region I New England
Superfund Document Management System

Doc ID # 16994
Page # 340

Imagery Cover Sheet
Unscannable Item

Contact the Superfund Records Center to View this Document

Site Name Scovill Industrial Landfill

Operable Unit Entire Site

Break Number 11.09

Report or Document Title 104 Response - Saltire Industrial Inc. (part 1 of 2)

Date of Item 3/1/00

Description of Item Topographic Survey Prepared for...

Number and Type of Item(s) 1 oversized map

4.0 LIST OF POTENTIAL TRIAL EXHIBITS

The following is a list of potential trail exhibits summarizing or supporting the opinions in Section 2.0.

1. Each document or item listed in Section 3.0 may potentially be used as a trial exhibit.

2. Aerial photographs included in the report referenced as No. 1 in Section 3.0 will be used as trial exhibits.

3. The Plan and Profile Map, referenced as No. 5 in Section 3.0, will be used as a trial exhibit.

4. One or more of the Maps, referenced as Nos. 6-8 in Section 3.0, will be used as trial exhibits.

A

SCHEDULE A

JEFFREY P. HEIDTMAN, CPG
CEO, PRESIDENT OF ENVIRONMENTAL SERVICES

EDUCATION:

B.A., Southern Connecticut State College, Earth Science
M.S., University of Connecticut, Geology
Civil Engineer Studies, University of Hartford

LICENSES:

Registered Professional Geologist, (Pennsylvania) No. 2428
Licensed Site Professional (Massachusetts) No. 5667
Certified Professional Geologist (AIPG) No. 9411

MEMBERSHIPS AND HONORS:

Honors Thesis, Southern Connecticut State College
Member DEPTAG on Groundwater Pollution Control
Member NGWA Technical Division
Member Connecticut Groundwater Association
Connecticut Business & Industries Association
Executive Committee, Institute of Water Resource, University of Connecticut

EMPLOYMENT EXPERIENCE:

1975 - Present	Fuss & O'Neill, Inc.
1973 - 1975	Connecticut Department of Environmental Protection

PROFESSIONAL EXPERIENCE:

Mr. Heidtman is the CEO and President of the Environmental Services Group at Fuss & O'Neill. In that capacity he provides the leadership for the overall direction of the firm, assures that sufficient resources are available to our Project Directors to serve our clients, and that proper procedures are in place to produce a high quality responsive product/result for our clients.

Using those same skills, Mr. Heidtman periodically consults with clients on their overall environmental management systems as well as the management and strategic approach to large complex projects. On selected projects with a complex hydrogeologic or remediation component, Mr. Heidtman provides a senior review function.

SUPPORT TO LEGAL COUNSEL:

Mr. Heidtman has provided support to legal counsel in the form of expert opinion and witness services on several occasions. In preparation for these efforts, Mr. Heidtman directed a multidisciplinary team to evaluate the scientific elements of each case to formulate opinions and develop a presentation for the courts. A list of cases in which Mr. Heidtman provided expert witness services or testimony during the last four years follows:

- Mr. Heidtman provided overall site analysis and expert witness services for Waste Management of Connecticut in both its zoning and class action litigation. *Bauer v. Waste Management of Connecticut*, CV 92-0060522 (Superior Court of Connecticut, Judicial District of Litchfield); *Brickley v. Waste Management of Connecticut*, CV 92-0060522 (Superior Court of Connecticut, Judicial District of Litchfield); *Waste Management of Connecticut v. New Milford Zoning Commission*, CV 93-62272 (Superior Court of Connecticut, Judicial District of Litchfield).

- Mr. Heidtman directed the comprehensive site analysis, formulated expert opinions and gave trial and deposition testimony for United Technologies Corporation in several cases. *United Technologies Corporation v. American Home Assurance Company*, 989 F. Supp. 128 (Conn. 1997); *United Technologies Corporation vs. Liberty Mutual Insurance Company*, Civ. No. 87-7172 (Mass. Dist. CT. 1993); *Heyman Associates #1 v. United Technologies Corporation*, CV 91-289456 (Superior Court of Connecticut, Judicial District of Fairfield, at Bridgeport 1993).

PUBLICATIONS:

Heidtman, Jeffrey P., Rayner, Ronald G. and Robinson, W. Terry. "Innovative RCRA Closure of an Unlined Surface Impoundment." New England Environmental Expo Proceedings, 1994.

Gernand, Jeffrey D. and Heidtman, Jeffrey P. "Synopsis of a Detailed Bedrock Pumping Test to Determine Anisotropy of a Fractured Aquifer." Connecticut Ground Water Association Newsletter (in press), 1994.

Gernand, Jeffrey D. and Heidtman, Jeffrey P. "Detailed Bedrock Pumping Test to Determine Anisotropy of a Fractured Aquifer." Eastern Regional Focus Conference (in press), 1994.

Gernand, Jeffrey D. and Heidtman, Jeffrey P. "Detailed Pumping Test to Characterize a Fractured Bedrock Aquifer." Ground Water, 1994, v. 35, no. 4, pp. 632-637.

B

SCHEDULE B

MODE OF COMPENSATION

Fuss & O'Neill, Inc. is being reimbursed by Joseph Calabrese on an hourly rate basis for all of its services, including trial and deposition testimony, associated with the subject civil action. We expect to bill Mr. Calabrese approximately $12,000 for services related to formulating expert opinion and preparation of this report. Services beyond those provided to date will be at an hourly rate basis. No services of Fuss & O'Neill, Inc. associated with this civil action have been nor will they be contingent upon the outcome of this case.

VOL 100 121

CERTIFICATE AMENDING OR RESTATING THE CERTIFICATE OF INCORPORATION

BY ACTION OF BOARD OF DIRECTORS AND SHAREHOLDERS

[Stock Corporation]

1. The name of the corporation is SCOVILL MANUFACTURING COMPANY.

2. The Certificate of Incorporation [check one only]

   X [a] is amended only

   _____[b] is amended and restated

   _____[c] is restated only

by the following resolution of directors and shareholders:

RESOLVED, that the name of the company be changed from SCOVILL MANUFACTURING COMPANY to SCOVILL INC. effective at the close of business on July 6, 1979.

3. The above resolution was adopted by the board of directors and by shareholders.

4. Vote of Shareholders

Number of Shares Entitled to Vote	Total Voting Power of Shares Entitled to Vote	Vote Required for Adoption	Vote Favoring Adoption
9,281,037	9,281,037	6,187,358	7,095,725

Dated at Waterbury, Connecticut this 16th day of April, 1979.

We hereby declare under the penalties of false statement that the statements made in the foregoing certificate are true.

SAL 000 00004

FILED
STATE OF CONNECTICUT

APR 17 1979

SECRETARY OF STATE

William F. Andrews
President - William F. Andrews

Hemingway Merriman
Secretary - Hemingway Merriman

taken of

STATE OF CONNECTICUT
OFFICE OF THE SECRETARY OF THE STATE } SS. HARTFORD

I hereby certify that this is a true copy of record in my office

In testimony whereof, I have hereunto set my hand, and affixed the Seal of said State, at Hartford, this 11th day of January A.D. 1985

Julia H. Tashjian

SECRETARY OF THE STATE

72500 3064

2052029

CERTIFICATE OF INCORPORATION

OF

SCV ACQUISITION CORP.

* * * * *

1. The name of the corporation is

SCV ACQUISITION CORP.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The Corporation shall be authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock"; the total number of shares of all classes of stock which the Corporation shall have authority to issue shall be fifteen million five hundred thousand (15,500,000) the total number of shares of Common Stock shall be fifteen million (15,000,000) and the par

value of each share of Common Stock shall be One Cent ($.01); and the total number of shares of Preferred Stock shall be five hundred thousand (500,000) and the par value of each share of Preferred Stock shall be One Cent ($.01).

The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby expressly vested with authority to fix by resolution or resolutions the designations and the powers, preferences and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions thereof, including, without limitation, the voting powers, if any, the dividend rate, conversion rights, redemption price, or liquidation preference, of any series of Preferred Stock, and to fix the number of shares constituting any such series and to increase or decrease the number of shares of any such series (but not below the number of shares thereof then outstanding). The number of authorized shares of any class or classes of stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote.

5. The name and mailing address of each incorporator is as follows:

NAME	MAILING ADDRESS
D. A. Hampton	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801

S. M. Praticelli — Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

S. J. Eppard — Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

6. The corporation is to have perpetual existence.

7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the by-laws of the corporation.

8. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

9. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 3rd day of January, 1985.

D. A. Hampton

S. M. Pratipelli

S. J. Eppard

725007034

FILED

JAN 7 1985

10AM

CERTIFICATE OF CORRECTION FILED TO CORRECT A CERTAIN ERROR IN THE CERTIFICATE OF INCORPORATION OF SCV ACQUISITION CORP. FILED IN THE OFFICE OF THE SECRETARY OF STATE OF DELAWARE ON JANUARY 3, 1985, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR NEW CASTLE COUNTY, DELAWARE, ON JANUARY 3, 1985

SCV ACQUISITION CORP., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

1. The name of the corporation is SCV ACQUISITION CORP.

2. That a certificate of incorporation was filed by the Secretary of State of Delaware on January 3, 1985 and recorded in the office of the Recorder of Deeds of New Castle County on January 3, 1985 and that said certificate requires correction as permitted by subsection (F) of section 103 of The General Corporation Law of the State of Delaware.

3. The inaccuracy or defect of said certificate to be corrected is as follows:

The name of the corporation in the Heading and Article 1. was incorrectly set forth as SCV ACQUISITION CORP.

4. The Heading of the certificate is corrected to read as follows:

CERTIFICATE OF INCORPORATION

OF

SVL ACQUISITION CORP.

and Article 1. of the certificate is corrected to read as follows:

1. The name of the corporation is:

SVL ACQUISITION CORP.

IN WITNESS WHEREOF, we have signed this certificate this 7th day of January, 1985.

D. A. Hampton

S. M. Fraticelli

S. J. Eppard

Certificate of Correction filed to correct a certain error in the

Certificate of Incorporation of "SCV ACQUISITION CORP.",

filed in this office JANUARY 3, 1985, as received and filed in this

office the 7th day of January, A.D. 1985, at 10 o'clock __.M.

725140025

FILED 10AM

MAY 20 1985

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
SVL ACQUISITION CORP.

IT IS HEREBY CERTIFIED THAT:

1. The name of the corporation (hereinafter called the "corporation") is SVL ACQUISITION CORP.

2. The Certificate of Incorporation of the corporation is hereby amended by striking out Article FIRST thereof and by substituting in lieu of said Article the following new Article:

"FIRST: The name of the corporation (hereinafter called the "corporation") is:

SCOVILL INC."

3. The amendment of the Certificate of Incorporation herein certified has been duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has subscribed this document on this 17th day of May, 1985 and does hereby affirm, under penalties of perjury, that the statements contained therein are true and correct.

SVL ACQUISITION CORP.

By: William F. Andrews
William F. Andrews, President

Attest:

Stewart Hudnut
Stewart Hudnut, Secretary

0002

725010087

FILED
JAN 10 1985 2 PM

BOOK 0203 PAGE 0893

CERTIFICATE OF INCORPORATION

OF

AF ACQUISITION CORP.

* * * * *

1. The name of the corporation is

AF ACQUISITION CORP.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is fifteen million five hundred thousand (15,500,000) of which stock fifteen million (15,000,000) shares of the par value of One Cent ($.01) each, amounting in the aggregate to One Hundred Fifty

Thousand Dollars ($150,000.00) shall be Common stock and of which five hundred thousand (500,000) shares of the par value of One Cent ($.01) each, amounting in the aggregate to Five Thousand Dollars ($5,000.00) shall be Preferred stock.

The designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof may be determined at a later date by the board of directors.

5. The name and mailing address of each incorporator is as follows:

NAME	MAILING ADDRESS
D. A. Hampton	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801
S. M. Fraticelli	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801
S. J. Eppard	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801

6. The corporation is to have perpetual existence.

7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the by-laws of the corporation.

8. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

9. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is our act and deed and

the facts herein stated are true, and accordingly have hereunto set our hands this 10th day of January, 1985.

D. A. Hampton
D. A. Hampton

S. M. Fraticelli
S. M. Fraticelli

S. J. Eppard
S. J. Eppard

SAL 000 00037

RECEIVED FOR RECORD
JAN 10 1985
LEO J. DUGAN, Jr., Recorder

State of Delaware

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF AF ACQUISITION CORP. FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF MAY, A.D. 1985, AT 10 O'CLOCK A.M.

: : : : : : : : : : :

Michael Harkins, Secretary of State

AUTHENTICATION: 1050113?

DATE: 05/14/1985

725134004

SAL 000 00038

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
AF ACQUISITION CORP.

IT IS HEREBY CERTIFIED THAT:

1. The name of the corporation (hereinafter called the "corporation") is AF ACQUISITION CORP.

2. The Certificate of Incorporation of the corporation is hereby amended by striking out Article FIRST thereof and by substituting in lieu of said Article the following new Article:

"FIRST: The name of the corporation (hereinafter called the "corporation") is:

SCOVILL APPAREL FASTENERS INC."

3. The amendment of the Certificate of Incorporation herein certified has been duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has subscribed this document on this 9th day of May, 1985 and does hereby affirm, under penalties of perjury, that the statements contained therein are true and correct.

AF ACQUISITION CORP.

By: William Belzberg, President

Attest:

John C. Crum, Secretary

SAL 000 00039

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
AF ACQUISITION CORP.

IT IS HEREBY CERTIFIED THAT:

1. The name of the corporation (hereinafter called the "corporation") is AF ACQUISITION CORP.

2. The Certificate of Incorporation of the corporation is hereby amended by striking out Article FIRST thereof and by substituting in lieu of said Article the following new Article:

"FIRST: The name of the corporation (hereinafter called the "corporation") is:

SCOVILL APPAREL FASTENERS INC."

3. The amendment of the Certificate of Incorporation herein certified has been duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has subscribed this document on this 9th day of May, 1985 and does hereby affirm, under penalties of perjury, that the statements contained therein are true and correct.

AF ACQUISITION CORP.

By: William Belzberg, President

Attest:

John E. Crum, Secretary

SAL 000 02591

727233021

FILED

AUG 21 1987

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

SCOVILL APPAREL FASTENERS INC.

IT IS HEREBY CERTIFIED THAT:

1. The name of the corporation (hereinafter called the "corporation") is SCOVILL APPAREL FASTENERS INC.

2. The Certificate of Incorporation of the corporation is hereby amended by striking out Article FIRST thereof and by substituting in lieu of said Ariticle the following new Article:

"First: The name of the corporation (hereinafter called the "corporation") is:

SCOVILL FASTENERS INC."

3. The amendment of the Certificate of Incorporation herein certified has been duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has subscribed this document on this 7 day of August, 1987 and does hereby

affirm, under penalties of perjury, that the statements contained therein are true and correct.

SCOVILL APPAREL FASTENERS INC.

By: _____
Richard E. Bennett, Chairman

Attest:

_____
Laura B. Resnikoff, Assistant Secretary

CO/73220.1/4-6

6326

State of Delaware

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP OF SCOVILL INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING SCOVILL INC. A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CONNECTICUT, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF DECEMBER, A.D. 1986, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

! ! ! ! ! ! ! ! ! ! !

Michael Harkins, Secretary of State

AUTHENTICATION: 1130449

DATE: 02/18/1987

863630213

SAL 000 00006

CERTIFICATE OF OWNERSHIP AND MERGER

of

SCOVILL INC.

(a Connecticut corporation)

into

SCOVILL INC.

(a Delaware corporation)

FILED

DEC 29 1986

It is hereby certified that:

1. Scovill Inc. is a business corporation organized under the laws of the State of Delaware ("Scovill-Delaware").

2. Scovill-Delaware is the owner of all of the outstanding shares of stock of Scovill Inc., which is a business corporation organized under the laws of the State of Connecticut ("Scovill-Connecticut").

3. The laws of the jurisdiction of organization of Scovill-Connecticut permit the merger of a business corporation of that jurisdiction with a business corporation of another jurisdiction.

4. Scovill-Delaware hereby merges Scovill-Connecticut into Scovill-Delaware.

5. The following is a copy of the resolutions adopted on December 15, 1986 by the Board of Directors of the Corporation to merge Scovill-Connecticut into Scovill-Delaware:

> RESOLVED, that the merger of Scovill Inc., a Connecticut corporation and a wholly owned subsidiary of the Corporation ("Scovill-Connecticut"), with and into the Corporation (the "Merger") be, and the same hereby is, authorized and approved; and further
>
> RESOLVED, that upon the effectiveness of the Merger, each issued and outstanding share of Scovill-Connecticut shall be cancelled and cease to exist; and further

RESOLVED that upon the effectiveness of the Merger and in accordance with Section 259 of the General Corporation Law of the State of Delaware and Section 33-369 of the Stock Corporation Act of the State of Connecticut, the Corporation shall assume all of the liabilities of Scovill-Connecticut; and further

RESOLVED, that the appropriate officers of the Corporation be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation to cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware and by the laws of the State of Connecticut and to take such other actions and to execute and deliver such other documents and instruments within the States of Connecticut and Delaware as may be deemed by them to be necessary or appropriate to effectuate the Merger and to implement the purposes of the foregoing resolutions, the authority for the taking of such action and the execution and delivery of such documents and instruments to be evidenced conclusively thereby.

Executed on December 23, 1986.

SCOVILL INC.
(a Delaware corporation)

By: Frederick F. Schauder
Frederick F. Schauder,
Executive Vice President

RECEIVED FOR RECORD

FEB 24 1987

William M. Honey, Recorder

Attest:

Stewart Hudnut
Stewart Hudnut, Secretary

a merger appears in Scovill Delaware Minute Book

VOL 1080

CERTIFICATE OF MERGER

OF

SCOVILL INC.

(a Connecticut corporation)

AND

SCOVILL INC.

(a Delaware corporation)

To the Secretary of State
State of Connecticut:

Pursuant to the provisions of the Stock Corporation Act of the State of Connecticut governing the merger of one or more domestic subsidiary corporations with and into a foreign parent corporation, it is hereby certified that:

1. The names of the merging corporations are Scovill Inc., which is a business corporation organized under the laws of the State of Connecticut, and which is to be the terminating corporation ("Scovill-Connecticut"), and Scovill Inc., which is a business corporation organized under the laws of the State of Delaware, and which is to be the surviving corporation ("Scovill-Delaware").

2. Scovill-Connecticut has only one class of outstanding shares, all of which are owned by Scovill-Delaware.

3. The Certificate of Incorporation of Scovill-Deleware contains no provisions for merging Scovill-Connecticut with Scovill-Delaware in a manner other than that prescibed by the provision of Section 33-370 of the Stock Corporation Act of the State of Connecticut.

4. The Plan of Merger does not effect any change in the Certificate of Incorporation of Scovill-Delaware.

5. Annexed hereto and made a part hereof is the Plan of Merger for merging Scovill-Connecticut with and into Scovill-Delaware as approved by resolution of the Board of Directors of each of said merging corporations.

6. A merger of the kind permitted by the provisions of Section 33-370 of the Stock Corporation Act of the State of Connecticut is permitted by the laws of the jurisdiction of organization of Scovill-Delaware; and the merger of Scovill-Connecticut with and into Scovill-Delaware is in compliance with said laws.

7. Scovill-Delaware hereby irrevocably appoints the Secretary of State of the State of Connecticut as its attorney to accept service of process in any action, suit, or proceeding for the enforcement of any obligations of Scovill-Connecticut for which Scovill-Delaware is liable pursuant to subsection (d) of Section 33-371 of the Stock Corporation Act of the State of Connecticut, pursuant to the Plan of Merger, or pursuant to the laws governing Scovill-Delaware.

Dated at Stamford, Connecticut, on December 23, 1986.

The undersigned officers of Scovill Inc., a Connecticut corporation, do hereby state under the penalties of false statement that the statements pertaining to Scovill Inc., a Connecticut corporation, contained in the foregoing Certificate of Merger are true.

Frederick F. Schauder,
Executive Vice President

Stewart Hudnut, Secretary

Dated at Stamford, Connecticut, on December 23, 1986.

The undersigned officers of Scovill Inc., a Delaware corporation, do hereby state under the penalties of false statement that the statements pertaining to Scovill Inc., a Delaware corporation, contained in the foregoing Certificate of Merger are true.

Frederick F. Schauder,
Executive Vice President

Stewart Hudnut, Secretary

SAL 000 00011

PLAN OF MERGER approved on December 15, 1986 by Scovill Inc., a business corporation organized under the laws of the State of Connecticut ("Scovill-Connecticut"), and by resolution adopted by its Board of Directors on said date, and approved on December 15, 1986 by Scovill Inc., a business corporation organized under the laws of the State of Delaware ("Scovill-Delaware"), and by resolution adopted by its Board of Directors on said date.

1. Scovill-Connecticut shall be merged with Scovill-Delaware, pursuant to the provisions of the Stock Corporation Act of the State of Connecticut and pursuant to the provisions of the General Corporation Law of the State of Delaware. Scovill-Delaware, which owns all of the outstanding shares of Scovill-Connecticut, shall be the surviving corporation upon the effective date of the merger pursuant to the provisions of the General Corporation Law of the State of Delaware and is sometimes hereinafter referred to as the "surviving parent corporation". The separate existence of Scovill-Connecticut, which is sometimes hereinafter referred to as the "terminating subsidiary corporation", shall cease upon the effective date of the merger in accordance with the provisions of the Stock Corporation Act of the State of Connecticut.

2. The Certificate of Incorporation of the surviving parent corporation upon the effective date of the merger in the jurisdiction of its organization shall be the Certificate of Incorporation of said surviving parent corporation and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the General Corporation Law of the State of Delaware.

3. The by-laws of the surviving parent corporation upon the effective date of the merger in the jurisdiction of its organization shall be the by-laws of said surviving parent corporation and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the General Corporation Law of the State of Delaware.

4. The directors and officers of the surviving parent corporation in office upon the effective date of the merger in the jurisdiction of its organization shall continue to be the members of the Board of Directors and the officers of the surviving parent corporation, all of whom shall hold their directorships and offices until the election and

SAL 000 00012

qualification of their respective successors or until their tenure is otherwise terminated in accordance with the by-laws of the surviving parent corporation.

5. Each issued share of the terminating subsidiary corporation shall, upon the effective date of the merger, be cancelled and cease to exist. The issued shares of the surviving parent corporation shall not be converted or exchanged in any manner, but each said share which is issued as of the effective date of the merger shall continue to represent one issued share of the surviving parent corporation.

6. In the event that the merger of the terminating subsidiary corporation with and into the surviving parent corporation shall have been fully authorized in accordance with the provisions of the Stock Corporation Act of the State of Connecticut and in accordance with the provisions of the General Corporation Law of the State of Delaware, the terminating subsidiary corporation and the surviving parent corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Connecticut and of the State of Delaware, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

7. The Board of Directors and the proper officers of the terminating subsidiary corporation and of the surviving parent corporation, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

FILED
STATE OF CONNECTICUT
Dec 30 3 00 PM

$1 30 -
30
12 50
30
Total 72 50

Please return Reid & Riege P.C.
One State Street
Hartford, CT 06103

Please fax copy 12/31/86
203 [illegible]

SAL 000 00013

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SCOVILL INC.", CHANGING ITS NAME FROM "SCOVILL INC." TO "SALTIRE INDUSTRIAL, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF NOVEMBER, A.D. 1994, AT 9 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.

SAL 000 00014

Edward J. Freel, Secretary of State

AUTHENTICATION:

2052029 8100

DATE: 7303785

944219617

11 16 94

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

UNDER SECTION 242

Scovill Inc., a close corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That in lieu of a meeting and vote of stockholders, the sole stockholder has adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

> RESOLVED, that in the judgment of the sole shareholder of the Corporation, it is deemed advisable to amend the Certificate of Incorporation so as to change the name of the Corporation from "Scovill Inc." to "Saltire Industrial, Inc." and to that end Article First of the Certificate of Incorporation of the Corporation be changed to read as follows:
>
> > FIRST: The name of the corporation is "Saltire Industrial, Inc." (hereinafter the "Corporation").

SECOND: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 228 and 351 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Scovill Inc. has caused this certificate to be signed by Nicolas W. Combernale, its President, and attested by John H. Coghlin, its Assistant Secretary, this 10th day of October, 1994.

President

ATTEST:

Assistant Secretary

SAL 000 00015

11/16/94 11:03 ☎ 212 418 0433 FIRST CITY P.02

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
80 EXCHANGE PLACE AT BROADWAY, NEW YORK

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

To all People to Whom these Presents shall Come, Greeting:

Know Ye, That SCOVILL MANUFACTURING COMPANY, a corporation organized under the laws of the State of Connecticut, and having its principal place of business in Waterbury, County of New Haven, said State, acting herein by Heminway Merriman, its Vice President, hereunto duly authorized

for the consideration of a valuable sum in dollars

received to its *full satisfaction of* SCOVILL FOUNDATION, INCORPORATED, a corporation organized under the laws of the State of Connecticut, and having its principal place of business in Waterbury, County of New Haven, said State,

does

give, grant, bargain, sell and confirm unto the said SCOVILL FOUNDATION, INCORPORATED a certain piece or parcel of land situated on the westerly side of Store Avenue and the northerly side of Radcliff Avenue in City of Waterbury, Conn., bounded and described as follows:

Beginning at a point in the westerly line of Store Avenue, said point being the northeasterly corner of land now or formerly of Waterbury Savings Bank, being the southeasterly corner of the within described land; thence running in the westerly line of Store Avenue N 5° 24' 20" W 298.18 feet to a direct extension westerly of the northerly line of Radcliff Avenue; thence running in the direct extension westerly of the northerly line of Radcliff Avenue and the northerly line of Radcliff Avenue N 85° 06' 17" E 159.91 feet to land now or formerly of Concetta Paolino; thence running in the westerly line of lands now or formerly of Concetta Paolino, Joseph Muscillo, John S. Cassidy & Mary F. Cassidy, Marcella R. Paloski, John Bunevich & Isabell Bunevich, Elizabeth R. Hansen, Walter N. Bolt & Annie Bolt, Richard G. O'Connor & Marianne H. O'Connor, Vito F. Nole & Rita F. Nole, and Elizabeth Carew N 4° 53' 43" W 481.59 feet to land now or formerly of Francis B. Meo; thence running in the southerly line of lands now or formerly of Francis B. Meo, Salvatore N. Santa Maria, Robert Koser, Proposed Street, Newbury Street and land now or formerly of Henry Larson S 85° 05' 35" W 535.84 feet to land now or formerly of William D. Mangini & Marjorie C. Mangini; thence running in the easterly line of lands now or formerly of William D. Mangini & Marjorie C. Mangini, Harry E. Mayo & Helen M. Mayo, Michael C. Kapustey & Mildred M. Kapustey, Edward J. Gryniuk & Mary E. Gryniuk, Kay M. Haggerty, Gertrude Kaspaski, Leonardo LaSelva & Maria L. LaSelva, James V. Sisti and Joseph G. Lessard & Anna K. Lessard S 7° 23' 11" E 631.26 feet; thence running in the easterly line of lands now or formerly of Joseph G. Lessard & Anna K. Lessard, Louis Jannetty Sr. & Anna Jannetty, James R. Hall Jr. & Delia C. Hall, and William Prokowich & Helen Prokowich S 6° 47' 41" E 152.15 feet; thence running in a line N 84° 35' 40" E 346.12 feet to Store Avenue and the point of beginning.

BOUNDED:

NORTHERLY - by land now or formerly of Henry Larson, Newbury Street, Proposed Street, lands now or formerly of Robert Koser, Salvatore N. Santa Maria and Francis B. Meo;

EASTERLY - by lands now or formerly of Elizabeth Carew, Vito F. Nole & Rita F. Nole, Richard G. O'Connor & Marianne H. O'Connor, Walter N. Bolt & Annie Bolt, Elizabeth R. Hansen, John Bunevich & Isabell Bunevich, Marcella R. Paloski, John S. Cassidy & Mary F. Cassidy, Joseph Muscillo, Concetta Paolino and Store Avenue;

SOUTHERLY - by Radcliff Avenue and land now or formerly of Waterbury Savings Bank;

WESTERLY - by lands now or formerly of William Prokowich & Helen Prokowich, James R. Hall Jr. & Delia C. Hall, Louis Jannetty Sr. & Anna Jannetty, Joseph G. Lessard & Anna K. Lessard, James V. Sisti, Leonardo LaSelva & Maria L. LaSelva, Gertrude Kaspaski, Kay M. Haggerty, Edward J. Gryniuk & Mary E. Gryniuk, Michael C. Kapustey & Mildred M. Kapustey, Harry E. Mayo & Helen M. Mayo and William D. Mangini & Marjorie C. Mangini.

Being a portion of the premises conveyed by Daniel J. McCarthy to Scovill Manufacturing Company by Warranty Deed dated June 25, 1919, recorded June 28, 1919, Volume 303, Page 370, Waterbury Land Records.

The Grantor reserves the right to dump ashes and other materials on the aforesaid property until June 30, 1974.

The Grantee, for itself, its successors and assigns, by acceptance of this deed, agrees that it will not make claim for loss or damage against the Grantor based on use by the Grantor, or its successors, of aforesaid land of the Grantee, or maintain any suit based on such use, and expressly recognizes that said land is and will continue to be used by the Grantor as a dump for fly-ash, cinders and other refuse from its manufacturing operations.

The aforesaid property is subject to right-of-way and easements granted to the City of Waterbury by instrument dated April 30, 1945, recorded in Volume 545, Page 189 of the Waterbury Land Records, and right-of-way and easement granted to the City of Waterbury by instrument dated March 8, 1946, recorded in Volume 553, Page 312 of said Land Records, and is also subject to building lines and any and all provisions of any zoning ordinance, municipal regulation or public or private law, which do not appear on the Land Records.

To Have and to Hold *the above granted and bargained premises, with the appurtenances thereof, unto* it, *the said grantee*, its successors *and assigns forever, to* its *and their own proper use and behoof. And also,* it, *the said grantor* does *for* itself, its successors and assigns *covenant with the said grantee*, its successors *and assigns, that at and until the ensealing of these presents,* it is *well* has *seized of the premises, as a good indefeasible estate in FEE SIMPLE; and* has *good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as above stated.*

And Furthermore, it *the said grantor* does *by these presents bind* itself and its successors and assigns *forever to WARRANT AND DEFEND the above granted and bargained premises to* it *the said grantee*, its successors *heirs and assigns, against all claims and demands whatsoever, except as above stated.*

SCOVILL MANUFACTURING COMPANY has

In Witness Whereof, / have hereunto set its hand and seal this 5th day of June July in the year of our Lord nineteen hundred and seventy-two.

Signed, Sealed and Delivered in the presence of

Helen O'Brien

William Joseph Sullivan

SCOVILL MANUFACTURING COMPANY (L. S.)

By Heminway Merriman (L. S.)
Heminway Merriman-Vice President

(L. S.)

(L. S.)

(L. S.)

(L. S.)

(L. S.)

(L. S.)

STATE OF CONNECTICUT, } ss.: Town of Waterbury, June July 5th 1972
COUNTY OF NEW HAVEN

Personally appeared Heminway Merriman, as he is Vice President of Scovill Manufacturing Company,

Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said company, before me,

Helen O'Brien
Notary Public

RECEIVED FOR RECORD
1972 JUL 14 PM 12:49
TOWN CLERK'S OFFICE
WATERBURY, CONN.

NO CONVEYANCE TAX COLLECTED
Ellen W. Kearney
CITY OF WATERBURY

570206

State of Connecticut } ss.
County of New Haven }

OFFICE OF THE TOWN CLERK
City of Waterbury, Connecticut

I, Mary Ellen Ianniruberto, Town Clerk of said Waterbury, duly elected and qualified according to law, and Custodian of the Records and Seal thereof, hereby certify that the annexed instrument is a true copy from the records of said City, and that the original instrument from which said copy is taken is recorded in the Waterbury Land Records

Document # 570206 Volume 1046 Page 150-152

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Seal of the City on November 30, A.D. 19 99

Attest: Mary Ellen Ianniruberto
Town Clerk

VOL 1046 PAGE 152

SCOVILL MANUFACTURING COMPANY has

In Witness Whereof, / ~~have~~ hereunto set its hand and seal this 5th day of ~~June~~ July in the year of our Lord nineteen hundred and seventy-two.

Signed, Sealed and Delivered in the presence of

Helen O'Brien

William Joseph Sullivan

SCOVILL MANUFACTURING COMPANY (L. S.)

By Heminway Merriman (L. S.)
Heminway Merriman-Vice President

(L. S.)

(L. S.)

(L. S.)

(L. S.)

(L. S.)

(L. S.)

STATE OF CONNECTICUT, }
COUNTY OF NEW HAVEN } ss.: Town of Waterbury, ~~June~~ July 5th 1972

Personally appeared Heminway Merriman, as he is Vice President of Scovill Manufacturing Company,

Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, ~~[illegible]~~ and the free act and deed of said company, before me,

Helen O'Brien
Notary Public
~~Commissioner of the Superior Court~~
~~Justice~~

RECEIVED FOR RECORD
1972 JUL 14 PM 12:49
TOWN CLERK'S OFFICE
WATERBURY, CONN.

NO CONVEYANCE TAX COLLECTED
CITY OF WATERBURY

570206

1286—Warranty Deed

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
80 EXCHANGE PLACE AT BROADWAY, NEW YORK

(5)

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

To all People to Whom these Presents shall Come, Greeting:

Know Ye, That SCOVILL FOUNDATION, INCORPORATED, a corporation organized under the laws of the State of Connecticut, and having its principal place of business in Waterbury, County of New Haven, said State, acting herein by Heminway Merriman, its Treasurer, hereunto duly authorized,

for the consideration of a valuable sum in dollars

received to its *full satisfaction of* RAYMOND F. McHUGH, of Waterbury, County of New Haven, State of Connecticut

does
~~do~~ *give, grant, bargain, sell and confirm unto the said* RAYMOND F. McHUGH a certain piece or parcel of land containing 7.9 acres, situated on the westerly side of Store Avenue and the northerly side of Radcliff Avenue in City of Waterbury, Conn., bounded and described as follows:

Beginning at a point in the westerly line of Store Avenue 40 feet northerly of the northeasterly corner of land now or formerly of Waterbury Savings Bank as measured in the westerly line of Store Avenue, being the southeasterly corner of the within described land; thence running in the westerly line of Store Avenue N 5° 24' 20" W 258.18 feet to a direct extension westerly of the northerly line of Radcliff Avenue; thence running in the direct extension westerly of the northerly line of Radcliff Avenue and the northerly line of Radcliff Avenue N 85° 06' 17" E 159.91 feet to land now or formerly of Concetta Paolino; thence running in the westerly line of lands now or formerly of Concetta Paolino, Joseph Muscillo, John S. Cassidy & Mary F. Cassidy, Marcella R. Paloski, John Bunevich & Isabell Bunevich, Elizabeth R. Hansen, Walter N. Bolt & Annie Bolt, Richard G. O'Connor & Marianne H. O'Connor, Vito F. Nole & Rita F. Nole, and Elizabeth Carew N 4° 53' 43" W 481.59 feet to land now or formerly of Francis B. Meo; thence running in the southerly line of lands now or formerly of Francis B. Meo, Salvatore N. Santa Maria, Robert Koser, Proposed Street, Newbury Street and land now or formerly of Henry Larson S 85° 05' 35" W 535.84 feet to land now or formerly of William D. Mangini & Marjorie C. Mangini; thence running in the easterly line of lands now or formerly of William D. Mangini & Marjorie C. Mangini, Harry E. Mayo & Helen M. Mayo, Michael C. Kapustey & Mildred M. Kapustey, Edward J. Gryniuk & Mary E. Gryniuk, Kay M. Haggerty, Gertrude Kaspaski, Leonardo LaSelva & Maria L. LaSelva, James V. Sisti and Joseph G. Lessard & Anna K. Lessard S 7° 23' 11" E 631.26 feet; thence running in the easterly line of lands now or formerly of Joseph G. Lessard & Anna K. Lessard, Louis Jannetty Sr. & Anna Jannetty and James R. Hall Jr. & Delia C. Hall S 6° 47' 41" E 112.14 feet; thence running in a line 40 feet northerly of and parallel to the northerly line of land now or formerly of Waterbury Savings Bank N 84° 35' 40" E 347.09 feet to Store Avenue and the point of beginning.

BOUNDED:

NORTHERLY - by land now or formerly of Henry Larson, Newbury Street, Proposed Street, lands now or formerly of Robert Koser, Salvatore N. Santa Maria and Francis B. Meo;

EASTERLY - by lands now or formerly of Elizabeth Carew, Vito F. Nole & Rita F. Nole, Richard G. O'Connor & Marianne H. O'Connor, Walter N. Bolt & Annie Bolt, Elizabeth R. Hansen, John Bunevich & Isabell Bunevich, Marcella R. Paloski, John S. Cassidy & Mary F. Cassidy, Joseph Muscillo, Concetta Paolino and Store Avenue;

SOUTHERLY - by Radcliff Avenue and land now or formerly of Scovill Manufacturing Company;

WESTERLY - by lands now or formerly of James R. Hall Jr. & Delia C. Hall, Louis Jannetty Sr. & Anna Jannetty, Joseph G. Lessard & Anna K. Lessard, James V. Sisti, Leonardo LaSelva & Maria L. LaSelva, Gertrude Kaspaski, Kay M. Haggerty, Edward J. Gryniuk & Mary E. Gryniuk, Michael C. Kapustey & Mildred M. Kapustey, Harry E. Mayo & Helen M. Mayo and William D. Mangini & Marjorie C. Mangini.

Being a portion of the premises conveyed by Scovill Manufacturing Company to Scovill Foundation, Incorporated.

The Grantee has knowledge that Scovill Manufacturing Company is dumping and has the right to continue to dump ashes and other materials on the aforesaid property until June 30, 1974.

The Grantee, for himself, his heirs and assigns, by acceptance of this deed, agrees that he will not make any claim for loss or damage against Scovill Manufacturing Company or the Grantor based on use by Scovill Manufacturing Company, or its successors, of aforesaid land, or maintain any suit based on such use, and expressly recognizes that said land is and will continue to be used by Scovill Manufacturing Company as a dump for fly-ash, cinders and other refuse from its manufacturing operations.

The aforesaid property is subject to right-of-way and easements granted to the City of Waterbury by instrument dated April 30, 1945, recorded in Volume 545, Page 189 of the Waterbury Land Records, and right-of-way and easement granted to the City of Waterbury by instrument dated March 8, 1946, recorded in Volume 553, Page 312 of said Land Records, and is also subject to building lines and any and all provisions of any zoning ordinance, municipal regulation or public or private law, which do not appear on the Land Records.

To Have and to Hold *the above granted and bargained premises, with the appurtenances thereof, unto* him, *the said grantee*, his *heirs and assigns forever, to* his *and their own proper use and behoof. And also,* it *the said grantor* does *for* itself, its successors and assigns, ~~jointly and severally with such administrators,~~ *covenant with the said grantee*, his *heirs and assigns, that at and until the ensealing of these presents,* it is *well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and* has *good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as above stated.*

And Furthermore, it *the said grantor* does *by these presents bind* itself, *and* its successors and assigns *forever to WARRANT AND DEFEND the above granted and bargained premises to* him, *the said grantee*, his *heirs and assigns, against all claims and demands whatsoever, except as above stated.*

VOL 1046 PAGE 286

SCOVILL FOUNDATION, INCORPORATED

In Witness Whereof, I have hereunto set its hand and seal this 5th day of June July in the year of our Lord nineteen hundred and seventy-two.

Signed, Sealed and Delivered in the presence of

Helen O'Brien

William Joseph Sullivan

SCOVILL FOUNDATION, INCORPORATED

By Heminway Merriman (L.S.)

Heminway Merriman, Treasurer

(L.S.)

(L.S.)

(L.S.)

(L.S.)

STATE OF CONNECTICUT, } ss.: Town of Waterbury, June July 5 1972

COUNTY OF NEW HAVEN,

Personally appeared Heminway Merriman, as he is Treasurer of Scovill Foundation, Incorporated,

Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me, and the free act and deed of said company, before me,

Helen O'Brien, Notary Public

570207

RECEIVED FOR RECORD
1972 JUL 14 PM 12:50
TOWN CLERK'S OFFICE
WATERBURY, CONN

CONVEYANCE TAX RECEIVED
$450
CITY OF WATERBURY

State of Connecticut } ss. OFFICE OF THE TOWN CLERK
County of New Haven } City of Waterbury, Connecticut

I, Mary Ellen Ianniruberto, Town Clerk of said Waterbury, duly elected and qualified according to law, and Custodian of the Records and Seal thereof, hereby certify that the annexed instrument is a true copy from the records of said City, and that the original instrument from which said copy is taken is recorded in the Waterbury Land Records

Document # 570207 Volume 1046 Page 284-286

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Seal of the City on November 30, A.D. 1999

Attest: Mary Ellen Ianniruberto
Town Clerk

VOL 1046 PAGE 286

SCOVILL FOUNDATION, INCORPORATED

In Witness Whereof, I have hereunto set its hand and seal this 5th day of June July in the year of our Lord nineteen hundred and seventy-two.

Signed, Sealed and Delivered in the presence of

Helen O'Brien

William Joseph Sullivan

SCOVILL FOUNDATION, INCORPORATED

By Heminway Merriman (L.S.)
Heminway Merriman, Treasurer

(L.S.)

(L.S.)

(L.S.)

(L.S.)

STATE OF CONNECTICUT, }
COUNTY OF NEW HAVEN, } ss.: Town of Waterbury, June July 5 1972

Personally appeared Heminway Merriman, as he is Treasurer of Scovill Foundation, Incorporated,

Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said company, before me.

Helen O'Brien
Notary Public

RECEIVED FOR RECORD
1972 JUL 14 PM 12:50
TOWN CLERK'S OFFICE
WATERBURY, CONN.

CONVEYANCE TAX RECEIVED
$450.
CITY OF WATERBURY

570207

1294 —Quit Claim Deed, Individual or Corporation; Revised 1967
Double Sheet

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
80 EXCHANGE PLACE AT BROADWAY, NEW YORK

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

To all People to Whom these Presents shall Come, Greeting:

Know Ye, That I, RAYMOND F. McHUGH, of the Town of Waterbury, County of New Haven, and State of Connecticut,

for the consideration of A VALUABLE SUM IN DOLLARS BEING LESS THAN ONE HUNDRED ($100.00) Dollars

received to my full satisfaction of JOSEPH A. CALABRESE, of the Town of Watertown, County of Litchfield, and State of Connecticut,

do remise, release, and forever QUIT-CLAIM unto the said JOSEPH A. CALABRESE, his

heirs and assigns forever, all the right, title, interest, claim and demand whatsoever as I the said Releasor have or ought to have in or to an undivided one half (1/2) interest in and to all that certain piece or parcel of land, with all improvements thereon, located in Waterbury, Connecticut and owned now or formerly by Raymond F. McHugh. This parcel is depicted on a map entitled "Parcel to be conveyed from land now or formerly of Raymond F. McHugh, Newberry St., Waterbury, Conn.", dated September 20, 1972, Rev. 1, doc. no. 72-2020, Scale 1" - 40', by Francis A. Paul, C.E. & L.S., Steinmann Avenue, Middlebury, Conn.

Beginning at the northeasterly corner of the within described parcel, which northeasterly corner lies 50 feet, more or less, easterly of the southwesterly corner of Newberry Street, thence proceeding:

S 07-23-11 E - 310 feet; thence
S 85-05-35 W - 140.00 feet; thence
N 07-23-11 W - 310 feet; thence
N 85-05-35 E - 140.00 feet to the northeasterly corner of the within described parcel,

The within described parcel comprises 43,359 square feet (0.995 acres, more or less), and is bounded by the following lands:

Northerly - By lands now or formerly of Henry Larson and Newberry Street and a proposed street;

Easterly and Southerly - By lands now or formerly of Raymond F. McHugh;

Westerly - By lands now or formerly of the following persons:
Kay Haggerty,
Edward and Mary Gryniuk,
Michael and Mildred Kapustay,
Harry and Helen Maye, and
William and Marjorie Mangini.

Being a portion of the premises conveyed to Raymond F. McHugh by Scovill Foundation, Incorporated by Warranty Deed dated July 3, 1972, recorded in Waterbury Land Records on July 14, 1972 in Volume 1046, Page 284.

Said premises are free and clear of all encumbrances and defects of record, except building lines, if established, and any and all provisions of any building zone ordinance and planning ordinance enacted by the Town of Waterbury, and any and all provisions of any ordinance, municipal regulation, or public or private law, and

(1) EASEMENT: - Scovill Manufacturing Co. to the City of Waterbury, dated April 30, 1945, recorded June 7, 1945 in Waterbury Land Records, Volume 545, Pages 189-191 - 20 foot right of way for sanitary sewer.

(2) EASEMENT:- - Scovill Manufacturing Co. to City of Waterbury, dated March 8, 1946, recorded March 22, 1946 in Waterbury Land Records, Volume 553, Pages 312-316 - 10 foot right of way for sewer.

To Have and to Hold *the premises, with all the appurtenances, unto the said Releasee* his *heirs and assigns forever, so that neither* I *the Releasor nor* my *heirs nor any other person under* me *or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom* I am *and they are by these presents forever barred and excluded.*

In Witness Whereof, I have *hereunto set* my *hand and seal* [redacted] *this* 11th *day of* April, *19* 73.

Signed, Sealed and Delivered in the presence of

Howard R. Matzkin — Raymond F. McHugh (L.S.)

Anni Rosenberg — (L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

State of Connecticut } ss.
County of New Haven

OFFICE OF THE TOWN CLERK
City of Waterbury, Connecticut

I, Mary Ellen Ianniruberto, Town Clerk of said Waterbury, duly elected and qualified according to law, and Custodian of the Records and Seal thereof, hereby certify that the annexed instrument is a true copy from the records of said City, and that the original instrument from which said copy is taken is recorded in the **Waterbury Land Records**

Document # 577001 Volume 1088 Page 258-259

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Seal of the City on Nov 30 A.D. 99

Attest: Mary Ellen Ianniruberto
Town Clerk

Said premises are free and clear of all encumbrances and defects of record, except building lines, if established, and any and all provisions of any building zone ordinance and planning ordinance enacted by the Town of Waterbury, and any and all provisions of any ordinance, municipal regulation, or public or private law, and

(1) EASEMENT: - Scovill Manufacturing Co. to the City of Waterbury, dated April 30, 1945, recorded June 7, 1945 in Waterbury Land Records, Volume 545, Pages 189-191 - 20 foot right of way for sanitary sewer.

(2) EASEMENT:- - Scovill Manufacturing Co. to City of Waterbury, dated March 8, 1946, recorded March 22, 1946 in Waterbury Land Records, Volume 553, Pages 312-316 - 10 foot right of way for sewer.

To Have and to Hold *the premises, with all the appurtenances, unto the said Releasee* his *heirs and assigns forever, so that neither* I *the Releasor nor* my *heirs nor any other person under* me *or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom* I am *and they are by these presents forever barred and excluded.*

In Witness Whereof, I have hereunto set my hand and seal this 11th day of April, 1973.

Signed, Sealed and Delivered in the presence of

Howard R. Matzkin — Raymond F. McHugh (L.S.)

Ann Rosenberg — (L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

RECEIVED FOR RECORD 1973 MAY -1 PM 4:19

NO CONVEYANCE TAX COLLECTED

Elaine W. Kearney

STATE OF CONNECTICUT
COUNTY OF NEW HAVEN } CITY OF WATERBURY ss.: WATERBURY

On this the 11th *day of* APRIL 1973, *before me, the undersigned officer, personally appeared*

RAYMOND F. McHUGH

known to me (or satisfactorily proven) to be the person whose name is *subscribed to the within instrument and acknowledged that* he *executed the same for the purposes therein contained.*

In witness whereof I hereunto set my hand.

Howard R. Matzkin
Commissioner of the Superior Court

577001

1294 —Quit Claim Deed, Individual or Corporation; Revised 1967
Double Sheet

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
80 EXCHANGE PLACE AT BROADWAY, NEW YORK

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

To all People to Whom these Presents shall Come, Greeting:

Know Ye, That I, RAYMOND F. McHUGH, Of the Town of Waterbury, County of New Haven and State of Connecticut

for the consideration of One ($1.00) Dollar and other valuable considerations not exceeding One Hundred ($100.00) Dollars

received to my full satisfaction of JOSEPH A. CALABRESE, of the Town of Watertown, County of Litchfield and State of Connecticut

do remise, release, and forever QUIT-CLAIM unto the said JOSEPH A. CALABRESE, his

heirs and assigns forever, all the right, title, interest, claim and demand whatsoever as I *the said Releasor have or ought to have in or to* an undivided one-half (1/2) interest in and to that certain piece or parcel of land containing 7.9 acres, situated on the westerly side of Store Avenue and the northerly side of Radcliff Avenue in City of Waterbury, Connecticut, bounded and described as follows:

Beginning at a point in the westerly line of Store Avenue 40 feet northerly of the northeasterly corner of land now or formerly of Waterbury Savings Bank as measured in the westerly line of Store Avenue, being the southeasterly corner of the within described land; thence running in the westerly line of Store Avenue N 5° 24' 20" W 258.18 feet to a direct extension westerly of the northerly line of Radcliff Avenue; thence running in the direct extension westerly of the northerly line of Radcliff Avenue and the northerly line of Radcliff Avenue N 85° 06' 17" E 159.91 feet to land now or formerly of Concetta Paolino; thence running in the westerly line of lands now or formerly of Concetta Paolino, Joseph Muscillo, John S. Cassidy & Mary F. Cassidy, Marcella R. Paloski, John Bunevich & Isabell Bunevich, Elizabeth R. Hansen, Walter N. Bolt & Annie Bolt, Richard G. O'Connor & Marianne H. O'Connor, Vito F. Nole & Rita F. Nole, and Elizabeth Carew N 4° 53' 43" W 481.59 feet to land now or formerly of Francis B. Mee; thence running in the southerly line of lands now or formerly of Francis B. Mee, Salvatore N. Santa Maria, Robert Keser, Proposed Street, Newbury Street and land now or formerly of Henry Larson S 85° 05' 35" W 535.84 feet to land now or formerly of William D. Mangini & Marjorie C. Mangini; thence running in the easterly line of lands now or formerly of William D. Mangini & Marjorie C. Mangini, Harry E. Mayo & Helen M. Mayo, Michael C. Kapustey & Mildred M. Kapustey, Edward J. Gryniuk & Mary E. Gryniuk, Kay M. Haggerty, Gertrude Kaspaski, Leonardo LaSelva & Maria L. LaSelva, James V. Sisti and Joseph G. Lessard & Anna K. Lessard S 7° 23' 11" E 631.26 feet; thence running in the easterly line of lands now or formerly of Joseph G. Lessard & Anna K. Lessard, Louis Jannetty Sr. & Anna Jannetty and James R. Hall Jr. & Delia C. Hall S 6° 47' 41" E 112.14 feet; thence running in a line 40 feet northerly of and parallel to the northerly line of land now or formerly of Waterbury Savings Bank N 84° 35' 40" E 347.09 feet to Store Avenue and the point of beginning.

BOUNDED:

NORTHERLY - by land now or formerly of Henry Larson, Newbury Street, Proposed Street, lands now or formerly of Robert Koser, Salvatore N. Santa Maria and Francis B. Mao;

EASTERLY - by lands now or formerly of Elizabeth Carew, Vito F. Nole & Rita F. Nole, Richard G. O'Connor & Marianne H. O'Connor, Walter N. Bolt & Annie Bolt, Elizabeth R. Hansen, John Bunevich & Isabell Bunevich, Marcella R. Faloski, John S. Cassidy & Mary F. Cassidy, Joseph Muscillo, Concetta Paolino and Store Avenue;

SOUTHERLY - by Radcliff Avenue and land now or formerly of Scovill Manufacturing Company;

WESTERLY - by land now or formerly of James R. Hall Jr. & Delia C. Hall, Louis Jannetty Sr. & Anna Jannetty, Joseph G. Lessard & Anna K. Lessard, James V. Sisti, Leonardo LaSelva & Maria L. LaSelva, Gertrude Kaspaski, Kay M. Haggerty, Edward J. Gryniuk & Mary E. Gryniuk, Michael C. Kapustey & Mildred M. Kapustey, Harry E. Mayo and Helen M. Mayo and William D. Mangini & Marjorie C. Mangini.

Being the same premises conveyed to the grantor by Warranty Deed from the Scovill Foundation, Inc. dated and recorded in Waterbury Land Records, Volume Page

Said description includes an interest in land previously conveyed by Raymond F. McHugh to Joseph A. Calabrese dated April 11, 1973 and recorded in Waterbury Land Records, Volume 1088 Page 258 , containing approximately 0.995 acres more or less.

To Have and to Hold *the premises, with all the appurtenances, unto the said Releasee,* his *heirs and assigns forever, so that neither* I *the Releasor nor* my *heirs nor any other person under* me *or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom* I am *and they are by these presents forever barred and excluded.*

In Witness Whereof, I have hereunto set my hand and seal this 30th. day of August, 1973.

Signed, Sealed and Delivered in the presence of

Hugh F. McGill

Dorothy G. Dion

Raymond F. McHugh (L.S.)

Raymond F. McHugh (L.S.)

(L.S.)

(L.S.)

NO CONVEYANCE TAX COLLECTED

RECEIVED FOR RECORD

State of Connecticut } ss.
County of New Haven

OFFICE OF THE TOWN CLERK
City of Waterbury, Connecticut

I, Mary Ellen Ianniruberto, Town Clerk of said Waterbury, duly elected and qualified according to law, and Custodian of the Records and Seal thereof, hereby certify that the annexed instrument is a true copy from the records of said City, and that the original instrument from which said copy is taken is recorded in the Waterbury Land Records

Document # 580593 Volume 1111 Page 113-114

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Seal of the City on Nov 30 A.D. 99.

Attest: Mary Ellen Ianniruberto
Town Clerk

BOUNDED:

NORTHERLY - by land now or formerly of Henry Larson, Newbury Street, Proposed Street, lands now or formerly of Robert Koser, Salvatore N. Santa Maria and Francis B. Mao;

EASTERLY - by lands now or formerly of Elizabeth Carew, Vito F. Nole & Rita F. Nole, Richard G. O'Connor & Marianne H. O'Connor, Walter N. Bolt & Annie Bolt, Elizabeth R. Hansen, John Bunevich & Isabell Bunevich, Marcella R. Paloski, John S. Cassidy & Mary F. Cassidy, Joseph Muscillo, Concetta Paolino and Store Avenue;

SOUTHERLY - by Radcliff Avenue and land now or formerly of Scovill Manufacturing Company;

WESTERLY - by land now or formerly of James R. Hall Jr. & Delia C. Hall, Louis Jannetty Sr. & Anna Jannetty, Joseph G. Lessard & Anna K. Lessard, James V. Sisti, Leonardo LaSelva & Maria L. LaSelva, Gertrude Kaspaski, Kay M. Haggerty, Edward J. Gryniuk & Mary E. Gryniuk, Michael C. Kapustey & Mildred M. Kapustey, Harry E. Mayo and Helen M. Mayo and William D. Mangini & Marjorie C. Mangini.

Being the same premises conveyed to the grantor by Warranty Deed from the Scovill Foundation, Inc. dated and recorded in Waterbury Land Records, Volume Page .

Said description includes an interest in land previously conveyed by Raymond F. McHugh to Joseph A. Calabrese dated April 11, 1973 and recorded in Waterbury Land Records, Volume 1088 Page 258 , containing approximately 0.995 acres more or less.

To Have and to Hold *the premises, with all the appurtenances, unto the said Releasee,* his *heirs and assigns forever, so that neither* I *the Releasor nor* my *heirs nor any other person under* me *or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom* I am *and they are by these presents forever barred and excluded.*

In Witness Whereof, I have *hereunto set* my *hand and seal* this 30th. *day of* August, 1973.

Signed, Sealed and Delivered in the presence of

Hugh J. McGill

Dorothy J. Dion

Raymond F. McHugh (L.S.)

Raymond F. McHugh (L.S.)

(L.S.)

(L.S.)

NO CONVEYANCE TAX COLLECTED

Elaine W. Kearney

CITY OF WATERBURY

RECEIVED FOR RECORD
1973 SEP 20 PM 4:04
TOWN CLERK'S OFFICE
WATERBURY, CONN.

STATE OF CONNECTICUT
COUNTY OF NEW HAVEN } ss.: WATERBURY

On this the 30th. *day of* August, 1973 *, before me,* Hugh J. McGill *the undersigned officer, personally appeared*

RAYMOND F. McHUGH

known to me (or satisfactorily proven) to be the person whose name is *subscribed to the within instrument and acknowledged that* he *executed the same for the purposes therein contained.*

In witness whereof I hereunto set my hand.

Hugh J. McGill
Commissioner of the Superior Court
Title of Officer

580593

01322

VOL 1353 PG 150

WARRANTY DEED

KNOW YE, THAT Raymond F. McHugh
of the Town of Waterbury, County of New Haven
State of Connecticut, (274 North Harker Avenue)
for consideration paid ($ 250,000.00), grants
to Joseph A. Calabrese
of the Town of Watertown, County of Litchfield,
State of Connecticut, (1460 Guernseytown Road
), WITH WARRANTY COVENANTS

All that certain piece or parcel of land more fully described in Schedule A attached hereto.

Subject to building lines, if established, and any and all provisions of any building zone ordinance and planning ordinance enacted by the Town of Waterbury and any and all provisions of any ordinance, municipal regulation, or public or private law; and all encumbrances described in said Schedule A.

As part consideration herein the grantees hereof agree and assume to pay the taxes on the List of October 1, 1985.

Signed this 31st day of January, 1986.

WITNESSES:

RICHARD A DANIEL

Raymond F. McHugh

Raymond F. McHugh

Bonnie Seredyuck

BONNIE SEREDYUCK

STATE OF CONNECTICUT)
) ss: Waterbury, JAN. 31, 1986
COUNTY OF NEW HAVEN)

On the 31st day of January, 1986, before me, the undersigned officer, personally appeared Raymond F. McHugh, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand.

Commissioner of Superior Court
~~Notary Public~~ RICHARD A DANIEL
My commission expires _____

RECEIVED FOR RECORD
1986 JAN 31 PM 3:44
TOWN CLERK
WATERBURY, CT.

01340

275.00 State
1,250.00
CONVEYANCE TAX RECEIVED
TOWN CLERK - WATERBURY

LAW OFFICES
MATZKIN, KRUS & DANIEL P.C.
75 CENTER STREET
P.O. BOX 2017
WATERBURY, CT 06720
(203) 755-2015

SCHEDULE A

FIRST PARCEL:

all that certain piece or parcel of land, with all the improvements thereon, situated easterly of Newbury Street in said Town of Waterbury, bounded and described as follows:

NORTHERLY	- 190.35 feet, more or less, on land now or formerly of Joseph S. and Helen E. Rocco;
EASTERLY	- 50.00 feet, more or less, on land now or formerly of Salvatore Santa Maria;
SOUTHERLY	- 200.00 feet, more or less, on land now or formerly of Scovill Manufacturing Company;
WESTERLY	- 60.00 feet, more or less, on Newbury Street;
NORTHEASTERLY	- 15.40 feet, more or less, on land now or formerly of Joseph S. and Helen E. Rocco.

Being the same premises conveyed to Raymond F. McHugh and Joseph A. Calabrese in two deeds, the first of which is a Quit Claim Deed from William Kosersky to Raymond F. McHugh and Joseph A. Calabrese, dated October 24, 1974, recorded October 28, 1974 in Volume 1162, Page 199 of the Waterbury Land Records. In addition, an Executor's Deed from Sylvia J. Koser Cohn, Executrix of Estate of Robert Koser to Raymond F. McHugh and Joseph A. Calabrese, dated October 14, 1974, recorded October 28, 1974 in Volume 1162, Page 201 of the Waterbury Land Records for the remaining one-half (½) interest.

Said premises are free and clear of all encumbrances and defects of record, except building lines, if established, and any and all provisions of any building zone ordinance and planning ordinance enacted by the Town of Waterbury and any and all provisions of any ordinance, municipal regulation, or public or private law, and

1. RIGHT OF WAY - Robert Kosersky and William Kosersky to the City of Waterbury, dated November 13, 1945, recorded November 21, 1945 in Volume 550, Page 94 of the Waterbury Land Records - grants to the City of Waterbury a twenty (20) foot right of way to construct and maintain a sanitary sewer on the southerly side of Dallas Avenue, the grantors reserves for themselves, the right to pass and repass over said sanitary sewer drain,

SECOND PARCEL:

SCHEDULE A cont'd

of all that certain piece or parcel of land containing 7.9 acres, situated on the westerly side of Store Avenue and the northerly side of Radcliff Avenue in City of Waterbury, Conn., bounded and described as follows:

Beginning at a point in the westerly line of Store Avenue 40 feet northerly of the northeasterly corner of land now or formerly of Waterbury Savings Bank as measured in the westerly line of Store Avenue, being the southeasterly corner of the within described land; thence running in the westerly line of Store Avenue N 5° 24' 20" W 258.18 feet to a direct extension westerly of the northerly line of Radcliff Avenue; thence running in the direct extension westerly of the northerly line of Radcliff Avenue and the northerly line of Radcliff Avenue N 85° 06' 17" E 159.91 feet to land now or formerly of Concetta Paolino; thence running in the westerly line of lands now or formerly of Concetta Paolino, Joseph Muscillo, John S. Cassidy & Mary F. Cassidy, Marcella R. Paloski, John Bunevich & Isabell Bunevich, Elizabeth R. Hansen, Walter N. Bolt & Annie Bolt, Richard G. O'Connor & Marianne H. O'Connor, Vito F. Nole & Rita F. Nole, and Elizabeth Carew N 4° 53' 43" W 481.59 feet to land now or formerly of Francis B. Meo; thence running in the southerly line of lands now or formerly of Francis B. Meo, Salvatore N. Santa Maria, Robert Koser, Proposed Street, Newbury Street and land now or formerly of Henry Larson S 85° 05' 35" W 535.84 feet to land now or formerly of William D. Mangini & Marjorie C. Mangini; thence running in the easterly line of lands now or formerly of William D. Mangini & Marjorie C. Mangini, Harry E. Mayo & Helen M. Mayo, Michael C. Kapustey & Mildred M. Kapustey, Edward J. Gryniuk & Mary E. Gryniuk, Kay M. Haggerty, Gertrude Kaspaki, Leonardo LaSelva & Maria L. LaSelva, James V. Sisti and Joseph G. Lessard & Anna K. Lessard S 7° 23' 11" E 631.26 feet; thence running in the easterly line of lands now or formerly of Joseph G. Lessard & Anna K. Lessard, Louis Jannetty, Sr. & Anna Jannetty and James R. Hall, Jr. & Delia C. Hall S 6° 47' 41" E 112.14 feet; thence running in a line 40 feet northerly of and parallel to the northerly line of land now or formelry of Waterbury Savings Bank N 84° 35' 40" E 347.09 feet to Store Avenue and the point of beginning.

BOUNDED:

NORTHERLY - by land now or formerly of Henry Larson, Newbury Street, Proposed Street, lands now or formerly of Robert Koser, Salvatore N. Santa Maria and Francis B. Meo;

EASTERLY - by lands now or formerly of Elizabeth Carew, Vito F. Nole & Rita F. Nole, Richard G. O'Connor & Marianne H. O'Connor, Walter N. Bolt & Annie Bolt, Elizabeth R. Hansen, John Bunevich & Isabell Bunevich, Marcella R. Paloski, John S. Cassidy & Mary F. Cassidy, Joseph Muscillo, Concetta Paolino and Store Avenue;

SOUTHERLY - by Radcliff Avenue and land now or formerly of Scovill Manufacturing Company;

WESTERLY - by lands now or formerly of James R. Hall, Jr. & Delia C. Hall, Louis Jannetty, Sr. & Anna Jannetty, Joseph G. Lessard & Anna K. Lessard, James V. Sisti, Leonardo LaSelva & Maria L. LaSelva, Gertrude Kaspaski, Kay M. Haggerty, Edward J. Gryniuk & Mary E. Gryniuk, Michael C. Kapustey & Mildred M. Kapustey, Harry E. Mayo & Helen M. Mayo and William D. Mangini & Marjorie C. Mangini.

Being the same premises conveyed to Raymond F. McHugh by Warranty Deed from Scovill Foundation, Incorporated, dated July 5, 1972, recorded July 14, 1972 in Volume 1046, Pages 284-286 of the Waterbury Land Records. Raymond F. McHugh conveyed a one-half (½) interest in the above premises to Joseph A. Calabrese by two Quit Claim Deeds, the first of which is dated April 11, 1973, recorded May 1, 1973 in Volume 1088, Page 258 and the second deed which is dated August 30, 1973, recorded September 20, 1973 in Volume 1111, Page 113, all of the Waterbury Land Records.

State of Connecticut
County of New Haven } ss.

OFFICE OF THE TOWN CLERK
City of Waterbury, Connecticut

I, Mary Ellen Ianniruberto, Town Clerk of said Waterbury, duly elected and qualified according to law, and Custodian of the Records and Seal thereof, hereby certify that the annexed instrument is a true copy from the records of said City, and that the original instrument from which said copy is taken is recorded in the **Waterbury Land Records**

Document # 01340 Volume 1853 Page 150-153

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Seal of the City on Nov 30 A.D. 99.

Attest: Mary Ellen Ianniruberto
Town Clerk

ALL STATE® LEGAL 800-222-0510 ED11 INLTCLLD

Said premises are free and clear of all encumbrances and defects of record, except building lines, if established, and any and all provisions of any building zone ordinance and planning ordinance enacted by the Town of Waterbury and any and all provisions of any ordinance, municipal regulation, or public or private law

1. EASEMENT - Scovill Manufacturing Co. to the City of Waterbury, dated April 30, 1945, recorded June 7, 1945 in Volume 545, Pages 189-191 of the Waterbury Land Records - 20 feet right of way for sanitary sewer. May affect said premises.

2. EASEMENT - Scovill Manufacturing Co. to City of Water-Bury, dated March 8, 1946, recorded March 22, 1946 in Volume 553, Pages 312-316 of the Waterbury Land Records - 10 feet right of way for sewer. May affect said premises.

3 EASEMENT - Raymond F. McHugh to the Connecticut Light and Power Co., dated December 18, 1972, recorded January 25, 1973 in Volume 1075, Page 52 of the Waterbury Land Records - right to erect and maintain electric wires. This easement may affect the above premises.

4 MORTGAGE - Raymond F. McHugh and Joseph A. Calabrese to Colonial Bank and Trust Company, dated May 1, 1973, recorded May 1, 1973 in Volume 1088, Page 260 of the Waterbury Land Records.....$290,000.00

5 ASSIGNMENT OF LEASES - Raymond F. McHugh and Joseph A. Calabrese to Colonial Bank and Trust Company, dated May 1, 1973, recorded May 1, 1973 in Volume 1088, Page 275 of the Waterbury Land Records.

6 ASSIGNMENT OF MORTGAGE - The Colonial Bank and Trust Company assigned said mortgage to The Banking Center by assignment dated January 30, 1975, recorded January 31, 1975 in Volume 1172, Page 287 of the Waterbury Land Records.

7 ASSIGNMENT OF LEASES ASSIGNED - The Colonial Bank and Trust Company assigned the Assignment of Leases to The Banking Center by Assignment dated January 30, 1975, recorded January 31, 1975 in Volume 1172, Page 288 of the Waterbury Land Records.

RECEIVED FOR RECORD
1986 JAN 31 PM 3:44

01340

TOWN CLERK
WATERBURY, CT.

Date: July 10, 1984

Time: 9:00 A. M.

Number: 001799

CERTIFICATE OF TITLE

THIS IS TO CERTIFY that we have examined the Land Records as properly indexed, of the Town of Waterbury, County of New Haven and State of Connecticut, and find from such examination that

RAYMOND F. McHUGH and JOSEPH A. CALABRESE

are the owners in fee simple, free of all encumbrances, except such as hereinafter mentioned, of all that certain piece or parcel of land containing 7.9 acres, situated on the westerly side of Store Avenue and the northerly side of Radcliff Avenue in City of Waterbury, Conn., bounded and described as follows:

Beginning at a point in the westerly line of Store Avenue 40 feet northerly of the northeasterly corner of land now or formerly of Waterbury Savings Bank as measured in the westerly line of Store Avenue, being the southeasterly corner of the within described land; thence running in the westerly line of Store Avenue N 5° 24' 20" W 258.18 feet to a direct extension westerly of the northerly line of Radcliff Avenue; thence runn in the direct extension westerly of the northerly line of Radcliff Avenue and the northerly line of Radcliff Avenue N 85° 0 17" E 159.91 feet to land now or formerly of Concetta Paolino; thence running in the westerly line of lands now or formerly o Concetta Paolino, Joseph Muscillo, John S. Cassidy & Mary F. Cassidy, Marcella R. Paloski, John Bunevich & Isabell Bunevich Elizabeth R. Hansen, Walter N. Bolt & Annie Bolt, Richard G. O'Connor & Marianne H. O'Connor, Vito F. Nole & Rita F. Nole, and Elizabeth Carew N 4° 53' 43" W 481.59 feet to land now or formerly of Francis B. Meo; thence running in the southerly line of lands now or formerly of Francis B. Meo, Salvatore N. Santa Maria, Robert Koser, Proposed Street, Newbury Street and land now or formerly of Henry Larson S 85° 05' 35" W 535.84 fe to land now or formerly of William D. Mangini & Marjorie C. Mangini; thence running in the westerly line of lands now or formerly of William D. Mangini & Marjorie C. Mangini, Harry E. Mayo & Helen M. Mayo, Michael C. Kapustey & Mildred M. Kapustey Edward J. Gryniuk & Mary E. Gryniuk, Kay M. Haggerty, Gertrude Kaspaki, Leonardo LaSelva & Maria L. LaSelva, James V. Sisti and Joseph G. Lessard & Anna K. Lessard S 7° 23' 11" E 631.25 feet; thence running in the easterly line of lands now or forme of Joseph G. Lessard & Anna K. Lessard, Louis Jannutty, Sr. & Anna Jannetty and James R. Hall, Jr. & Delia C. Hall S 6° 47' 41" E 112.14 feet; thence running in a line 40 feet northerly of and parallel to the northerly line of land now or formerly o Waterbury Savings Bank N 84° 35' 40" E 347.09 feet to Store Ave and the point of beginning.

DEFENDANT'S
EXHIBIT NO. 8
FOR IDENTIFICATION
DATE 12/7/99 RPTR: LS

BOUNDED:

NORTHERLY - by land now or formerly of Henry Larson, Newb Street, Proposed Street, lands now or formerl of Robert Koser, Salvatore N. Santa Maria and Francis B. Meo;

EASTERLY - by lands now or formerly of Elizabeth Carew, Vito F. Nole & Rita F. Nole, Richard G. O'Con & Marianne H. O'Connor, Walter N. Bolt & Anni Bolt, Elizabeth R. Hansen, John Bunevich & Isabell Bunevich, Marcella R. Paloski, John S Cassidy & Mary F. Cassidy, Joseph Muscillo, Concetta Paolino and Store Avenue;

SOUTHERLY - by Radcliff Avenue and land now or formerly of Scovill Manufacturing Company;

WESTERLY - by lands now or formerly of James R. Hall, Jr & Delia C. Hall, Louis Jannetty, Sr. & Anna Jannetty, Joseph G. Lessard & Anna K. Lessard James V. Sisti, Leonardo LaSelva & Maria L. LaSelva, Gertrude Kaspaski, Kay M. Haggerty, Edward J. Gryniuk & Mary E. Gryniuk, Michael C. Kapustey & Mildred M. Kapustey, Harry E. Mayo & Helen M. Mayo and William D. Mangini & Marjorie C. Mangini.

Being the same premises conveyed to Raymond F. McHugh by Warranty Deed from Scovill Foundation, Incorporated, dated Jul 5, 1972, recorded July 14, 1972 in Volume 1046, Pages 284-286 of the Waterbury Land Records. Raymond F. McHugh conveyed a one-half (½) interest in the above premises to Joseph A. Calab by two Quit Claim Deeds, the first of which is dated April 11, 1973, recorded May 1, 1973 in Volume 1088, Page 258 and the se Deed which is dated August 30, 1973, recorded September 20, 19 in Volume 1111, Page 113, all of the Waterbury Land Records.

Said premises are free and clear of all encumbrances and defects of record, except building lines, if established, and any and all provisions of any building zone ordinance and planning ordinance enacted by the Town of Waterbury and any an all provisions of any ordinance, municipal regulation, or publ or private law

1. **MORTGAGE** - Raymond F. McHugh and Joseph A. Calabrese to Colonial Bank and Trust Company, dated May 1, 1973, recorde May 1, 1973 in Volume 1088, Page 260 of the Waterbury Land Records.....$290,000.00

2. **EASEMENT** - Scovill Manufacturing Co. to the City of Waterbury, dated April 30, 1945, recorded June 7, 1945 in Volu 545, Pages 189-191 of the Waterbury Land Records - 20 feet rig of way for sanitary sewer. May affect said premises.

3. **EASEMENT** - Scovill Manufacturing Co. to City of Water Bury, dated March 8, 1945, recorded March 22, 1946 in Volume 553, Pages 312-316 of the Waterbury Land Records - 10 feet rig of way for sewer. May affect said premises.

4. EASEMENT - Raymond F. McHugh to the Connecticut Light and Power Co., dated December 18, 1972, recorded January 25, 1973 in Volume 1075, Page 52 of the Waterbury Land Records - right to erect and maintain electric wires. This easement may affect the above premises.

5. NOTE - In the deed of the Scovill Foundation, Incorporated to Raymond F. McHugh, dated July 5, 1972, recorded July 14, 1972 in Volume 1046, Pages 284-286 of the Waterbury Land Records, the following covenant appears:

The grantee has knowledge that Scovill Manufacturing Company is dumping and has the right to continue to dump ashes and other materials on the aforesaid property until June 30, 1974.

The grantee, for himself, his heirs and assigns, agrees by acceptance of this deed, that he will not make any claim fo loss or damage against Scovill Manufacturing Company or the grantor based on use by Scovill Manufacturing Company, or its successors, of the aforesaid land, or maintain any suit based on such use, and expressly recognizes that said land is and will continue to be used by Scovill Manufacturing Company as a dump for fly ash, cinders and other refuse from its manufacturing operations. This covenant may affect said premises.

6. ASSIGNMENT OF LEASES - Raymond F. McHugh and Joseph A Calabrese to Colonial Bank and Trust Company, dated May 1, 197 recorded May 1, 1973 in Volume 1088, Page 275 of the Waterbury Land Records.

7. ASSIGNMENT OF MORTGAGE - The Colonial Bank and Trust Company assigned said mortgage to The Banking Center by assignment dated January 30, 1975, recorded January 31, 1975 in Volume 1172, Page 287 of the Waterbury Land Records.

8. ASSIGNMENT OF LEASES ASSIGNED - The Colonial Bank and Trust Company assigned the Assignment of Leases to The Banking Center by Assignment dated January 30, 1975, recorded January 31, 1975 in Volume 1172, Page 288 of the Waterbury Land Record:

9. TAX LIEN - City of Waterbury vs. Raymond F. McHugh and Joseph A. Calabrese, dated June 30, 1982, recorded June 30 1982 in Volume 253, Page 188 of the Waterbury Land Records....
.....$6,480.02
Grand List of October 1980

10. SITE PLAN APPROVAL - Raymond F. McHugh - Municipal Pla ning Commission, dated June 14, 1982, recorded June 14, 1982 in Volume 1559, Page 285 of the Waterbury Land Records - see instrument for details - Group Dwellings for Elderly - Store Aver and Radcliffe Avenue.

11. SITE PLAN APPROVAL - Raymond F. McHugh - Municipal Pl
ning Commission, dated October 7, 1982, recorded October 7, 19
in Volume 1580, Page 101 of the Waterbury Land Records - see i
strument for details - Group Dwellings for Elderly - Store Ave
and Radcliffe Avenue.

No representation is made as to the amount or validity o
any and all encumbrances cited.

Subject to such state of facts and conditions that an ac
curate survey and personal inspection of the premises would
disclose.

Inquiry should be had of the proper authorities regardin
the payment of current taxes, water bills and assessments for
which liens have not yet been filed.

This Certificate does not cover against loss or damage b
reason of any consumer credit protection, "Truth in Lending",
or similar laws.

SECURITY TITLE SEARCH & ABSTRACT, P.

BY Alan Rosenberg
Duly Authorized Agent

Issued to:

Richard A. Danen, Esq.

CALABRESE CONSTRUCTION CO., Inc.

GENERAL AND MASONRY CONTRACTORS

3722 EAST MAIN STREET

WATERBURY, CONNECTICUT 06705

Telephone 754-1911

AUGUST 16,1982

AGREEMENT

AGREEMENT BETWEEN RAYMOND MCHUGH AND JOSEPH A. CALABRESE FOR THE SALE OF REAL ESTATE , NAMELY THE APARTMENTS KNOWN AS MERIDIAN APARTMENTS, TO M.T. ASSOCIATES INC. OF MASSACHUSETTS .

AGREEMENT # 1 :

AT THE TIME OF CLOSING WITH C.H.F.A. JOSEPH A. CALABRESE RECEIVES $550,000.00 (FIVE HUNDRED FIFTY THOUSAND DOLLARS) CASH AND RAY MCHUGH RECEIVES $50,000.00 (FIFTY THOUSAND DOLLARS).

THE APARTMENT BUILDING WILL BE OWNED 50% EACH BY MCHUGH AND CALABRESE.

AGREEMENT # 2 :

AT THE TIME OF CLOSING WITH C.H.F.A. IF THE $600,000.00 AGREED SALES PRICE IS NOT AVAILABLE , THE AGREEMENT BE AS FOLLOWS: JOSEPH A. CALABRESE RECEIVES $400,000.00 (FOUR HUNDRED THOUSAND DOLLARS) CASH , RAY MCHUGH OWES JOSEPH A. CALABRESE $25,000.00, (TWENTY FIVE THOUSAND DOLLARS) CASH. THE TWO APARTMENT BUILDINGS WILL BE OWNED BY CALABRESE ALONE.

WITNESSED BY:

SIGNED :

JOSEPH A. CALABRESE

RAYMOND MCHUGH

DEFENDANT'S EXHIBIT NO. 11 FOR IDENTIFICATION DATE 12/2/95 RPTR:

1. Joseph A. Calabrese grants complete authority to Raymond F. McHugh to start processing today (9/17/81) the documents required for the proposed Section 8 elderly housing development, using the vacant land approximately 7½ acres as the site, located between Store Avenue and Newbury Street, recorded in the Waterbury, Connecticut land records in the names of Joseph A. Calabrese and Raymond F. McHugh.

2. When all documents are completed per requirements of HUD and CHFA for the above housing development, Joseph A. Calabrese agrees upon ~~xxxxxxxxxxxx day to supply a release of ownership~~ and all claims and accepts $600,000.00 as his total and final share for the two garden type buildings identified as 215 and 203 Store Avenue, land thereon including adjoining vacant land aproximately 7½ acres, buildings and all the land are recorded in the Waterbury, Connecticut land records in the names of Joseph A. Calabrese and Raymond F. McHugh.

NG JAC

3. This authority to remain in effect until, JULY 30, 1982 providing documented evidence that Section 8 funding is available for the above proposed development, no later than December 1, 1981.

4. Joseph A. Calabrese agrees to defer any payment until the xxxxxxxxxxxx date of the development in compliance with criteria established by HUD and CHFA.

NG JAC

Signed, sealed and delivered
in the presence of:

Joseph A. Calabrese

Joseph A. Calabrese

Personally appeared, Joseph A. Calabrese duly authorized signer, sealer of the foregoing instrument, and acknowledged the same to be his free act and deed.

Notary Public

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made this day of 1982, by and between JOSEPH A. CALABRESE of the Town of Waterbury County of New Haven, and State of Connecticut, hereinafter referred to as "CALABRESE", MERIDIAN TOWER ASSOCIATES, a Limited Partnership, of the Town of Waterbury County of New Haven, and State of Connecticut, hereinafter referred to as "MERIDIAN," and , of the Town of County of , and State of Connecticut, hereinafter referred to as "ESCROW AGENT";

W I T N E S S E T H:

WHEREAS, CALABRESE and MERIDIAN have executed an Exchange Agreement on even date herewith (a copy of which is attached hereto as Exhibit A and made a part hereof);

WHEREAS, MERIDIAN has delivered a Promissory Note to the ESCROW AGENT (a copy of which is attached hereto as Exhibit B and made a part hereof) and proposes to deliver SIX HUNDRED THOUSAND DOLLARS ($600,000) to the ESCROW AGENT immediately after a certain C.H.F.A. closing occurs, to be held upon the express terms and conditions hereinafter contained; and

WHEREAS, the ESCROW AGENT acknowledges receipt of the Promissory Note and will acknowledge receipt of the SIX HUNDRED THOUSAND DOLLARS ($600,000) upon its delivery immediately after

a certain C.H.F.A. closing occurs, and agrees to hold said Note and said SIX HUNDRED THOUSAND DOLLARS ($600,000) upon the express terms and conditions hereinafter contained:

NOW, THEREFORE, the parties agree as follows:

A. PROMISSORY NOTE.

The ESCROW AGENT agrees to hold said Promissory Note until such time as he receives the SIX HUNDRED THOUSAND DOLLARS ($600,000) from MERIDIAN. Upon receipt of the SIX HUNDRED THOUSAND DOLLARS ($600,000), the ESCROW AGENT shall release said Note to CALABRESE and said Note shall be deemed to be automatically extinguished. If the property in the Exchange Agreement is reconveyed to CALABRESE in accordance with the contingency clause of said Agreement, then the ESCROW AGENT shall release said Note to CALABRESE and the parties shall deem said Note to be automatically extinguished.

B. SIX HUNDRED THOUSAND DOLLARS.

If the C.H.F.A. closing occurs before December 1, 1982, then in accordance with the provisions of the Exchange Agreement, MERIDIAN shall immediately deposit SIX HUNDRED THOUSAND DOLLARS ($600,000) with the ESCROW AGENT. Upon receiving said amount, the ESCROW AGENT shall release the Note to CALABRESE and shall invest the SIX HUNDRED THOUSAND DOLLARS ($600,000) in Certificates of Deposit or Treasury Bills.

C. PURCHASE OF LIKE-KIND PROPERTY.

After investing the SIX HUNDRED THOUSAND DOLLARS ($600,000)

in Certificates of Deposit or Treasury Bills the ESCROW AGENT, as MERIDIAN's Agent, shall utilize the funds in order to purchase like-kind property. Provided, however, that said purchase shall be made by the ESCROW AGENT only after he receives notification of approval from CALABRESE. Such notice of approval shall also contain a statement with regard to the value of said like-kind property.

D. TRANSFER OF LIKE-KIND PROPERTY.

Upon obtaining title to the like-kind property, and paying the purchase price for said property, the ESCROW AGENT shall immediately transfer the same to CALABRESE. When CALABRESE receives SIX HUNDRED THOUSAND DOLLARS ($600,000) worth of like-kind property plus the 12% appreciation factor computed thereon (which shall also be satisfied by the transfer of like-kind property), this Escrow Agreement shall cease.

E. ABILITY TO PURCHASE MORE THAN ONE PROPERTY.

Notwithstanding anything to the contrary herein stated, if the value of the like-kind property which is transferred to CALABRESE is less than SIX HUNDRED THOUSAND DOLLARS ($600,000) plus any appreciation factor computed thereon, then the ESCROW AGENT is authorized to transfer additional like-kind properties, in an amount which is equal in value to the difference between the value of the originally transferred property and SIX HUNDRED THOUSAND DOLLARS ($600,000), (and as increased by the appreciation factor).

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F. PROPERTY APPRECIATION FACTOR.

In recognition of the fact that properties have appreciated rapidly in the past and it is reasonably foreseeable that such appreciation will continue in the future, the parties agree that the SIX HUNDRED THOUSAND DOLLARS ($600,000) shall be increased by an appreciation factor of twelve percent (12%) per year. This appreciation factor shall commence as soon as the C.H.F.A. closing occurs and shall be computed upon the remaining amount of the SIX HUNDRED THOUSAND DOLLARS ($600,000) each time that like-kind property is transferred to CALABRESE. Transfers of property shall be deemed to be first applied to reduce the appreciation factor amounts and then be applied against the SIX HUNDRED THOUSAND DOLLAR ($600,000) amount. If the value of the transferred property is less than the appreciation factor amount, then the parties agree that no appreciation factor shall be charged on the unsatisfied appreciation factor amount..

The parties agree that the appreciation factor is in no event contingent upon the yield of the Certificates of Deposit and Treasury Bills, and further, that if the appreciation factor exceeds the yield of the Certificates of Deposit and/or Treasury Bills, then, upon receipt of written demand from the ESCROW AGENT, MERIDIAN promises to pay the difference to the ESCROW AGENT. Conversely, if the yield from the Certificates of Deposit and/or Treasury Bills is more than the 12% appreciation factor, then upon the ESCROW AGENT's transfer of like-kind

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property equal to SIX HUNDRED THOUSAND DOLLARS ($600,000) plus the appreciation factor computed thereon to CALABRESE, or upon the ESCROW AGENT's exercise of the option contained in Section G herein, the excess amount shall be paid to MERIDIAN. The provisions of this section are illustrated as follows:

Assume that the C.H.F.A. closing occurs on December 1, 1982. Further, that (i), on June 1, 1983 like-kind property equal in value to $336,000 is transferred to CALABRESE, and that (ii), on December 1, 1983 like-kind property equal in value to $100,000 is transferred to CALABRESE. On December 1, 1983, the remaining amount of property which CALABRESE would be entitled to receive would be equal to $218,000. This amount is computed as follows:

(i) Appreciation factor for period 12/1/82 to 6/1/83 equals $600,000 x 12% x 6/12 = $36,000

	$600,000 Amount	Appreciation Factor Amount
- Amount "owed" as of 6/1/83	$600.000	$36.000
- Amount exchanged	($300,000)	($36 000)
- Amount unsatisfied	$300,000	-0-

(ii) Appreciation factor for period 6/1/83 to 12/1/83 equals $300,000 x 12% x 6/12 = $18,000

	$600.000 Amount	Appreciation Factor Amount
- Amount "owed" as of 12/1/83	$300,000	$18,000
- Amount exchanged	($ 82,000)	($18,000)
- Amount unsatisfied	$218,000	-0-

If the yield from Certificates of Deposit equals 14%, and on June 1, 1984 property equal in value to $231,080 were transferred to CALABRESE, then CALABRESE would be owed no further property and there would be approximately $12,331 of excess amounts left over to pay to MERIDIAN. These amounts are computed as follows:

(iii) Appreciation factor for period 12/1/83 to 6/1/84 equals $218,000 x 12% x 6/12 = $13,080

	$600,000 Amount	Appreciation Factor Amount
- Amount "owed" 6/1/84	$218,000	$13,080
- Amount exchanged	($218,000)	($13,080)
- Amount unsatisfied	-0-	-0-

(iv) MERIDIAN's Amount:

$600,000 x 2% x 6/12 =	$ 6,000
$306,000 x 2% x 6/12 =	$ 3,060
$227,060 x 2% x 6/12 =	$ 2,271
Total*	$12,331

*These amounts assume a continual reinvestment of the interest in Certificates of Deposit or Treasury Bills, and no penalties for early withdrawals.

G. OPTION TO RECEIVE CASH.

If five years after the C.H.F.A. closing occurs the ESCROW AGENT has not yet transferred property equal in value to SIX HUNDRED THOUSAND DOLLARS ($600,000) plus the 12% appreciation factor, then the ESCROW AGENT shall, at his option be allowed to release the escrowed funds along with the land appreciation factor computed thereon to CALABRESE, and any excess amounts shall be released to MERIDIAN.

In no event shall the ESCROW AGENT release funds to CALABRESE prior to five (5) years after the C.H.F.A. closing, nor shall the ESCROW AGENT allow CALABRESE to draw upon, borrow against, pledge, or otherwise encumber any of the funds prior to that time.

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I. SUCCESSOR ESCROW AGENT.

In the event that shall resign or be unable to serve as Escrow Agent for any reason whatsoever, then he shall be succeeded by of , Connecticut. Upon execution of acceptance of this Agreement, the successor Escrow Agent shall be vested with all the powers and duties granted to and imposed upon the instant ESCROW AGENT, and shall not be liable or responsible for any acts or defaults of the predecessor Escrow Agent or for any loss or expense arising from any acts or omissions of any predecessor Escrow Agent. If for any reason a vacancy occurs for which there is no successor provision, then CALABRESE and MERIDIAN shall appoint a successor escrow agent who is agreeable to both parties.

J. COMPENSATION.

The ESCROW AGENT shall be entitled to usual and reasonable compensation for his services based upon an hourly rate. Such compensation shall be paid out of the escrowed funds. In addition, all costs of title, real estate conveyance taxes, etc., which the ESCROW AGENT may incur in obtaining the like-kind properties, shall be paid out of the escrowed funds.

K. CONTINGENCY.

If MERIDIAN is unable to obtain C.H.F.A. financing in accordance with its application and commitment presently on file with the C.H.F.A. by December 1, 1982, and the property is reconveyed to CALABRESE, then this Escrow Agreement shall cease

and the Note shall be deemed to be automatically extinguished.

I. MISCELLANEOUS.

1. Definitions.

   a. "Like-Kind Property." The term like-kind property shall have the same meaning as provided for in Internal Revenue Code Section 1031.

2. Construction. This Agreement shall be construed by the laws of the State of Connecticut.

3. Headings. Headings are for reference only, and shall not affect the meaning or interpretation of this Agreement.

4. Notices. All notices shall be in writing, shall be deemed to have been given when postmarked, and shall be sent by registered, return receipt requested mail postage prepaid, to the party's principal place of business or residence.

5. Benefit. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6. Counterparts. This Agreement shall be executed in at least three (3) counterparts, each of which shall be considered as an original.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

JOSEPH A. CALABRESE

MERIDIAN TOWER ASSOCIATES

By: RAYMOND F. McHUGH, Partner

By: GEORGE E. CARR, JR., Partner

ESCROW AGENT:

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STATE OF CONNECTICUT)
) ss.: Waterbury, , 1982
COUNTY OF NEW HAVEN)

On this the day of , 1982, before me, the undersigned officer, personally appeared JOSEPH A. CALABRESE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand.

Commissioner of Superior Court

STATE OF CONNECTICUT)
) ss.: Waterbury, , 1982
COUNTY OF NEW HAVEN)

On this the day of , 1982, before me, the undersigned officer, personally appeared RAYMOND F. McHUGH and GEORGE E. CARR, JR., who acknowledged themselves to be partners in MERIDIAN TOWER ASSOCIATES, a Limited Partnership, and that they as such partners, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by themselves as partners.

In witness whereof, I hereunto set my hand.

Commissioner of Superior Court

STATE OF CONNECTICUT)
) ss.: Waterbury, , 1982
COUNTY OF NEW HAVEN)

On this the day of , 1982, before me, the undersigned officer, personally appeared , known to me (or satisfactorily proven) to be the Escrow Agent whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand.

Commissioner of Superior Court

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PROMISSORY NOTE

$600,000.00 Waterbury, Connecticut June , 1982

FOR VALUE RECEIVED, the undersigned, jointly and severally promise to pay to the order of JOSEPH A. CALABRESE, at 3722 East Main Street, Waterbury, Connecticut, the principal sum of SIX HUNDRED THOUSAND ($600,000.00) DOLLARS with no interest. Principal shall be payable as follows:

1. The principal balance shall be paid in full without notice, protest, or demand, immediately after the closing of Makers' loan with the Connecticut Housing Finance Authority, but in no event later than July 1, 1983.

Prepayment or partial prepayment of this note before maturity shall only be allowed to be made in real estate in accordance with the Exchange Agreement between the parties dated June , 1982.

This note is secured by a mortgage deed of even date herewith on seven and one-half (7 1/2) acres of real property owned by the Makers and located on Store and Radcliff Avenues, Waterbury, Connecticut. Upon the occurrence of any event of default specified in said mortgage deed, or if any payments due under this note remain unpaid for fifteen (15) days, or upon default of payment of any taxes, insurance premium, or assessment which may hereafter during the continuance of said mortgage deed be laid or imposed upon the property securing this note, non-payment of which would operate or tend to postpone or diminish the security of the Holder of this note, or failure to keep said real property in reasonably good repair, or failure to keep said real property insured for the benefit and to the satisfaction of the Holder of this note, or if title to said real property becomes vested in anyone other than the Makers hereof, or if said real property shall be destroyed or removed then, in every such event, this note shall, at the option of the Holder hereof, become forthwith due and payable without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived.

If the Makers fail or neglect to pay any taxes, assessments, or insurance premium which may hereafter, during the continuance hereof, be laid or imposed on the real property, then the Holder is hereby given the right to pay and discharge such taxes, assessment, or insurance premium without notice to the Makers, and any sums paid by the Holder for any of the above purposes shall at once become an indebtedness from the Makers to said holder and be immediately repayable by the Makers and shall, with interest thereon, be secured thereby.

The Makers of this note hereby agree to pay to the Holder hereof any costs, expenses and attorney's fees incurred in any proceedings for the collection of the same, or for the foreclosure of the mortgage securing this note, or in the protection or sustaining of the lien of said mortgage.

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This note shall be non-transferrable and non-assignable.

Notwithstanding anything to the contrary herein stated, upon the due date of this Note, the principal amount shall be made payable to the escrow agent in accordance with the terms and conditions of the Exchange and Escrow Agreements.

MERIDIAN TOWER ASSOCIATES

By_____
Raymond F. McHugh, Partner

By_____
George E. Carr, Jr., Partner

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EXCHANGE AGREEMENT

THIS AGREEMENT, made this day of 1982 by and between JOSEPH A. CALABRESE of the Town of Waterbury County of New Haven, and State of Connecticut, hereinafter referred to as "CALABRESE", and MERIDIAN TOWER ASSOCIATES, a Limited Partnership, of the Town of Waterbury County of New Haven, and State of Connecticut, hereinafter referred to as "MERIDIAN."

W I T N E S S E T H:

WHEREAS, CALABRESE is the owner of seven and one-half (7-1/2) acres situated in the Town of Waterbury, County of New Haven, and State of Connecticut, described in Exhibit A attached hereto (the "PREMISES");

WHEREAS, MERIDIAN would like to obtain said property in order to erect an apartment complex thereon;

WHEREAS, MERIDIAN has applied for a C.H.F.A. mortgage to finance said project;

WHEREAS, the C.H.F.A. requests that MERIDIAN own the premises in fee prior to the closing of their mortgage;

WHEREAS, if the C.H.F.A. loan does not close, MERIDIAN will be unable to obtain the premises; and

WHEREAS, MERIDIAN proposes to obtain like-kind property and to transfer said property to CALABRESE in exchange for CALABRESE transferring the premises to MERIDIAN;

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NOW THEREFORE, the parties agree as follows

A. EXCHANGE.

CALABRESE agrees to transfer the premises to MERIDIAN. In exchange, therefore, MERIDIAN promises to obtain and transfer like-kind property worth SIX HUNDRED THOUSAND DOLLARS ($600,000) to CALABRESE. Such property must be approved by and be acceptable to CALABRESE. For the purposes of this Agreement, like-kind property shall have the same meaning as is utilized in Internal Revenue Code §1031.

B. SECURITY.

1. In order to protect CALABRESE's interest in the premises prior to the C.H.F.A. closing from any bona fide third party who purchases the property without notice of this Agreement, MERIDIAN shall execute a Promissory Note which shall be secured by a First Mortgage Deed on the PREMISES. Said Note and Mortgage Deed shall be attached hereto as Exhibits B and C respectively and made a part hereof. The Note shall be in the amount of SIX HUNDRED THOUSAND DOLLARS ($600,000), shall be non-interest bearing, shall be non-transferrable and non-assignable, shall be due and payable upon the C.H.F.A. closing date, and shall be delivered to the Escrow Agent immediately after the signing of this Agreement.

Upon the C.H.F.A. closing date, MERIDIAN shall immediately deposit SIX HUNDRED THOUSAND DOLLARS ($600,000) with the Escrow Agent, the First Mortgage shall be released, and the Note shall

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be automatically extinguished. The funds shall then be held by the Escrow Agent in accordance with the terms of the Escrow Agreement, attached hereto as Exhibit D, and made a part hereof.

C. CONTINGENCY.

If MERIDIAN is unable to obtain C.H.F.A. financing in accordance with its application and commitment presently on file with the C.H.F.A. by December 1, 1982, it shall immediately reconvey the premises to CALABRESE, CALABRESE shall release the Mortgage, the Note shall be automatically extinguished, and this Agreement shall be null and void.

In order to insure that this provision is carried out, MERIDIAN shall execute a Quit Claim Deed reconveying the premises at the time of closing. Said Quit Claim Deed shall be held in escrow by Attorney Richard A. Danen, who shall have authority to record said Deed on December 1, 1982 if MERIDIAN has not closed its Mortgage and deposited the SIX HUNDRED THOUSAND DOLLARS ($600,000) to the Escrow Agent, as provided for in Paragraph B above. In addition, CALABRESE shall execute a Release of Mortgage to be held in escrow by Attorney Donald McGill. Attorney McGill shall have the right to record said Release if Attorney Danen records the Quit Claim Deed as aforesaid.

If the property is reconveyed, MERIDIAN agrees to hold CALABRESE harmless for any liabilities it incurred for labor or materials that went into the property while MERIDIAN held title. MERIDIAN further assumes all liabilities and shall hold CALA-

BRESE harmless for any injury to the person or property of any party which occurs while MERIDIAN holds title to the property.

MERIDIAN agrees to carry liability insurance in the minimum amount of $500,000/$1,000,000 and to name CALABRESE as loss payee on said policy.

D. CLOSING.

The closing shall take place upon the execution of this Agreement, with a secondary closing occurring immediately after the C.H.F.A. closing date, at which time MERIDIAN shall deposit SIX HUNDRED THOUSAND DOLLARS ($600,000) with the Escrow Agent in accordance with the terms of a certain Escrow Agreement which shall be executed immediately after the signing of this Agreement, and which, by reference hereto, shall be made a part of this Agreement. A copy of the Escrow Agreement is attached hereto as Exhibit D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

JOSEPH A. CALABRESE

MERIDIAN TOWER ASSOCIATES

By: RAYMOND F. McHUGH, Partner

By: GEORGE E. CARR, JR., Partner

C00641

STATE OF CONNECTICUT)
) ss.: Waterbury, , 1982
COUNTY OF NEW HAVEN)

On this the day of , 1982, before me, the undersigned officer, personally appeared JOSEPH A. CALABRESE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand.

Commissioner of Superior Court

STATE OF CONNECTICUT)
) ss.: Waterbury, , 1982
COUNTY OF NEW HAVEN)

On this the day of , 1982, before me, the undersigned officer, personally appeared RAYMOND F. McHUGH and GEORGE E. CARR, JR., who acknowledged themselves to be partners in MERIDIAN TOWER ASSOCIATES, a Limited Partnership, and that they as such partners, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by themselves as partners.

In witness whereof, I hereunto set my hand.

Commissioner of Superior Court