



IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW HAMPSHIRE

UNITED STATES OF AMERICA,

Plaintiff,

v.

RICHARD MOTTOLO, et al.,

Defendants.

Civil Action No. C-83-547-D

THE STATE OF NEW HAMPSHIRE,

Plaintiff,

v.

RICHARD MOTTOLO, et al.,

Defendants.

Civil Action No. C-84-90-D

APPENDIX A TO MEMORANDUM IN SUPPORT
OF PLAINTIFF UNITED STATES' MOTION
FOR PARTIAL SUMMARY JUDGMENT

Superfund Records Center
SITE: MOTTOLO P2G FARM
BREAK: 10.9
OTHER: 470833 NON-RELEASABLE

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- 5. Letter from EPA to Carl Sutera, dated February 3, 1983

IN THE UNITED STATES DISTRICT COURT
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UNITED STATES OF AMERICA,)	
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Plaintiff,)	
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v.)	CIVIL ACTION NO. 83-547-D
)	
RICHARD MOTTOLO, et al.,)	
)	
Defendants.)	
<hr/>		
THE STATE OF NEW HAMPSHIRE,)	
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Plaintiff,)	
)	
v.)	CIVIL ACTION NO. 84-90-D
)	
RICHARD MOTTOLO, et al.,)	
)	
Defendants.)	
<hr/>		

AFFIDAVIT OF STEVEN R. NOVICK

STATE OF MASSACHUSETTS)
COUNTY OF MIDDLESEX) ss:

I, STEVEN R. NOVICK, being duly sworn, hereby depose and state:

1. I ~~am~~ employed as an Environmental Protection Specialist by the United States Environmental Protection Agency (EPA), Region I, Environmental Services Division, Oil and Hazardous Materials Section. I have been employed by EPA in that capacity since 1973.

2. I hold a Bachelors of Science degree in Biology from Clark University in Worcester, MA and have been studying in the evenings for a Masters of Science degree in Environmental

Engineering from Northeastern University in Boston, MA. I have taken a number of governmental training courses related to my work.

3. In my job as an Environmental Protection Specialist, I have served as the On-Scene-Coordinator (OSC) for EPA conducting emergency response activities at numerous sites in New England where oil or hazardous substances have been spilled or otherwise released.

4. In my role as an OSC, I have managed the mitigation of environmental hazards and damages from oil spills and releases or threatened releases of hazardous substances. My responsibilities as an OSC include arranging for and supervising the investigation of site conditions, evaluation of appropriate response actions, and implementation of response actions.

5. In the spring of 1980, the EPA Region I Oil and Hazardous Materials Section was requested by the State of New Hampshire to address a site located on Blueberry Hill Road in Raymond, New Hampshire referred to as the Mottolo site. I was assigned to be the OSC for that site and served as the OSC for the short-term response actions taken at that site between April of 1980 and February of 1982.

6. In April of 1980, I went to the Mottolo site for initial inspections and sampling of surface and ground waters. These inspections and information provided to EPA by the State of New Hampshire indicated that more than 1000 drums were buried and partially buried in a slope just below the two sheds on the site, comprising about a 1/4 acre fill area. Surface drainage

from the slope ran into a stream which flows into the Exeter River.

7. As part of the initial investigation by EPA in April 1980, one of my tasks was to determine if surface or ground waters at the site were contaminated with hazardous substances. This involved coordinating the sampling and analysis of groundwater and surface waters at the site.

8. On April 16, 1980, I, John Clay (a member of the Technical Assistance Team (TAT) under contract to EPA), and Ralph Wickson of the State of New Hampshire Water Supply and Pollution Control Commission took samples of surface waters at the site and of groundwater from observation wells the State had previously had installed at the site.

9. The 10 samples that were taken on April 16, 1980, plus the field blank, were assigned EPA Region I identification numbers 70204, 70205, 70206, 70207, 70208, 70212, 70213, 70214, 70215, 70216 and 70217. I brought the eleven samples to the New England Regional Laboratory for analysis and transferred them on April 17, 1980 to Richard Siscanaw, a chemist at the laboratory.

10. I also provided Mr. Siscanaw with descriptions of where each sample was taken and, subsequent to his analyses, a site schematic. Those descriptions and the site schematic were utilized in the report in memorandum form, dated May 1, 1980, entitled "Volatile Organic Analysis on Raymond, N.H. Hazardous Waste Site", from Richard Siscanaw to Arthur E. Clark, through

Edward L. Taylor, attached to Mr. Siscanaw's affidavit which accompanies this affidavit.

11. Based on the results of the analysis of the surface and groundwater samples taken upgradient and downgradient of the buried drum area on April 16, 1980, summarized in the report referred to in paragraph 10 above, the Oil and Hazardous Materials Section concluded that the site's waters were contaminated with hazardous substances coming from the buried drum pile, including methylene chloride, acetone, tetrahydrofuran, t-1,2 dichloroethylene, methyl ethyl ketone, trichloroethylene, methyl isobutyl ketone, toluene, and 1,1,1-trichloroethane.

12. In 1980 prior to the passage of the Comprehensive Environmental Response, Compensation and Liability Act, the mechanism that existed to respond to spills or other releases of hazardous substances which threatened to contaminate waters of the United States was through Section 311 of the Clean Water Act, as to which limited funding was available.

13. In the spring through winter of 1980, GHR Corporation (GHR) and Goldberg-Zoino and Associates, Inc. (GZA) conducted a baseline hydrogeological investigation of the Mottolo site for the New Hampshire Water Supply and Pollution Control Commission and EPA. A portion of this work was paid for by EPA via a subcontract to an EPA prime contractor, Marlyn Engineering Corp. The study included the execution of soil and rock test borings to identify the nature of the soils and bedrock underlying the site, excavation of 12 test pits to determine the location of the interface of the soils with the

bedrock at the site, and the installation of additional groundwater observation wells to obtain further information on the nature and extent of groundwater contamination and groundwater flow characteristics at the site.

14. Based on the results of analysis of the April 16, 1980 samples and initial geohydrological work provided by GHR/GZA, the Oil and Hazardous Materials Section determined that excavation of the buried and partially buried drums from the ground and secure storage of these drums on site were necessary to prevent further ground and surface water contamination.

15. From September 1980 through early December 1980, EPA conducted the excavation of the buried and partially buried drums and pails at the site and placement of the drums and pails in storage areas on site in compatible groupings, utilizing the services of a contractor, Marlyn Engineering Corp., and its subcontractors.

16. Excavation of the drums revealed that the drums and pails in the burial area had been thrown on top of each other among boulders in a haphazard manner. The majority of drums and pails were crushed, punctured, corroded or otherwise disfigured. Many were leaking, and the soils around the drums were visibly contaminated. It was apparent that some of the contents of the drums and pails had escaped and commingled to contaminate the soil, groundwater and surface waters.

17. Because many of the chemicals that were coming from the drums are highly ignitable, e.g. acetone, tetrahydrofuran,

methyl ethyl ketone, methyl isobutyl ketone, and toluene, and the drums had been buried and partially buried in a haphazard manner among boulders leading to void spaces accessible to oxygen, the site in its unexcavated state presented a fire hazard as well as a ground and surface water contamination hazard. The haphazard commingling of drums containing different chemicals also increased the potential for explosion, fire and vapor release due to interactions among the chemicals. In addition, since some of the drums were accessible to children or other persons who might wander onto the site, the drums presented a hazard to persons via possible inhalation or dermal contact with dangerous chemicals prior to excavation and secure storage of the drums and pails.

18. Over 1600 drums and pails were excavated. Most of them were not labelled with either their contents or where they came from, although a number of pails were labelled with the name K.J. Quinn and Co., Inc.

19. The drums and pails were excavated from the burial area, given individual identity numbers and taken to a temporary staging area where samples were taken of the contents. A portable laboratory was set up at the site and analyses were performed on samples from the drums and pails. Based on these analyses, the drums were taken from the temporary staging areas for on-site storage in two sheds at the site and adjacent concrete pads and bermed areas, in groupings of compatible wastes, i.e. flammable solids, flammable liquids, irritants and

poisons. The portable laboratory testing indicated that most of the wastes were flammable. Drums that were leaking or showed signs of impending rupture were overpacked or their contents were transferred into new containers. Drums that did not have complete covers were covered with polyethylene sheeting secured with duct tape. The drums were arranged in double rows with a walkway between each double row to allow access to each drum in the event of a problem.

20. As of December 1980 when the excavation and placement of the drums and pails in secure storage was completed, money was unavailable, and it was uncertain when money would be available, to EPA for preparation of the drums and pails for off-site disposal and for transport and off-site disposition of the wastes. Accordingly, until funding matters were resolved, the drums were stored at the site in secure storage. Security was maintained by the use of a guard service on a 24-hour, 7 day a week basis to prevent children from wandering onto the site, to reduce potential problems of vandalism, and to provide communication with the local fire and police departments in the event of an emergency.

21. EPA also inspected the drums and pails frequently while they were in storage and, where necessary to prevent significant leakage of drum contents, provided through the services of Marlyn Engineering Corp. for overpacking drums, polyencapsulating drums, transferring drum contents to new drums, and fortifying berms around storage areas.

22. Funding problems, including availability of funds under the Comprehensive Environmental Response, Compensation and Liability Act were resolved in the summer and fall of 1981, and in November 1981, EPA in conjunction with its contractor for the off-site disposition phase, Recycling Industries, Inc., developed an operations plan and began preparation of the site for the off-site disposition phase, including clearing areas for placement of trailers, vehicles and equipment, placement of a load of stone on the access road to improve its load bearing capacity, and bringing a mobile laboratory on site.

23. During an intensive eight week project between late November 1981 and mid-January 1982, all of the drummed wastes and over 160 tons of highly contaminated soil and debris were prepared for off-site disposition and then transported and disposed of or treated off-site. This effort included on-site mobilization, preparation of an off-site transfer station necessary to address local concerns about bridge weight limits, sampling and analysis of individual drum wastes to determine the off-site disposal facility destination for the wastes contained in each drum, preparation of the drums to meet transportation and disposal requirements, excavation of contaminated soil, staging and loading of prepared drums and contaminated soils and debris, bulking of liquid wastes where appropriate, transfer of wastes at the transfer station from small trucks which met the bridge weight restriction to large trucks for long distance transport of the loads of wastes to off-site

treatment and disposal facilities, transport of those wastes from the transfer station to facilities in Model Cities, New York and Braintree, Massachusetts, off-site treatment and/or disposal of the wastes at Model Cities and Braintree and other associated licensed disposal facilities, and demobilization at the site and transfer station. The majority of the drums had to be repacked into 80 gallon recovery drums. Absorbent media was added to eliminate any void spaces in the drums and to solidify any free liquids within drums containing non-pumpable materials.

24. In addition to contract costs EPA paid to Marlyn Engineering Corp., the prime contractor for the excavation and storage phase and the interim security and drum maintenance phase, and to Recycling Industries, Inc., the prime contractor for the off-site disposition phase, EPA also incurred contractual costs for technical assistance at the site by its Technical Assistance Team ("TAT") contractor during that period, Ecology and Environment, Inc. The TAT contractor provided assistance to the EPA On-Scene Coordinator in supervising and monitoring the cleanup activities.

25. EPA incurred approximately \$765,000 in contractor costs for the investigation and cleanup activities it conducted at the Mottolo site in 1980-1982, including about \$329,000 for the services of Marlyn Engineering Corp. and its subcontractors for hydrogeological investigation, drum and pail excavation, staging and analysis of drums and pails and their placement

into storage in compatible groupings, and interim site security and drum maintenance, about \$350,000 for the services of Recycling Industries, Inc. and its subcontractors for the off-site disposition phase, and about \$86,000 to Ecology and Environment, Inc. for technical assistance. Over \$200,000 of these contractual costs were incurred prior to December 11, 1980.

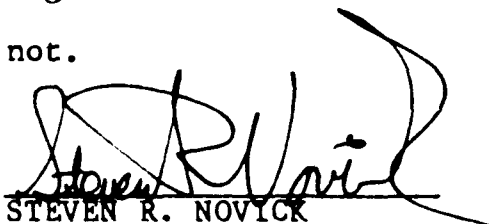
26. In addition, EPA incurred in-house labor and travel costs for personnel involved in investigating the site and developing, supervising, and monitoring the response actions taken at the site between 1980 and 1982.

27. The site investigation and cleanup activities conducted by EPA in 1980-1982 at the Mottolo site comprised the short-term response actions that EPA determined to be necessary to address the immediate threats that were presented by the site in 1980. Additional costs may be incurred by EPA in the future to further address soil, groundwater, and/or surface water contamination at or emanating from the site.

Further affiant sayeth not.

DATED:

1/31/86


STEVEN R. NOVICK

Sworn to and subscribed before me this 31st day of January, 1986.


Notary Public

My Commission expires: November 5, 1987

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CIVIL ACTION NO. 84-90-D

AFFIDAVIT OF RICHARD J. SISCANAW

COUNTY OF MIDDLESEX)
STATE OF MASSACHUSETTS) ss:

I, RICHARD J. SISCANAW, being duly sworn, hereby
depose and state:

1. I am employed by the United States Environmental
Protection Agency's New England Regional Laboratory. For
the past 10 years I have been an analytical chemist with that
laboratory.

2. I hold a Bachelor of Science degree in Chemistry
from the State University of New York in Oneonta, N.Y. and a

Master of Science degree in Analytical Chemistry from Northeastern University in Boston, MA.

3. I am a member of the American Chemical Society and a certified chemist (#C-000457) in the American Society of Chemical Pathologists.

4. I have taken courses that specialize in spectrometric analysis, separation analysis, gas chromatography (GC), and gas chromatography/mass spectrometry (GC/MS).

5. I have operated gas chromatography and gas chromatography/mass spectrometry equipment for approximately 8 years at the EPA's New England Regional Laboratory.

6. From 1977-1984, I analyzed approximately three hundred to six hundred samples each year utilizing the purge and trap gas chromatography/mass spectrometry method. My present position is to analyze extractable organics by gas chromatography/mass spectrometry.

7. My ability to perform gas chromatography/mass spectrometry has been tested periodically by the United States Environmental Protection Agency's Environmental Monitoring and Support Laboratory in Cincinnati, Ohio. I have performed satisfactorily on these quality control tests.

8. On April 17, 1980, I received eleven water samples from Steven R. Novick that consisted of ten samples taken from various wells and surface locations in Raymond, New Hampshire and one field blank. I logged these samples into the laboratory's

sample logbook utilizing the sample numbers stated on the tags affixed to the sample bottles.

9. These samples were screened on a Century Organic Vapor Analyzer (gas chromatograph) by headspace analysis on April 17, 1980 by Dr. Thomas Spittler. Based on this analysis six samples were selected for further analysis by gas chromatography/mass spectrometry. These six samples were numbered 70206, 70208, 70212, 70213, 70215, and 70217.

10. While at the laboratory, the samples were stored in a locked laboratory storage refrigerator. Identification was maintained by the sample numbers on the tags affixed to the sample bottles.

11. On April 18, 1980, I performed the gas chromatography/mass spectrometry analysis on the six selected samples. These samples were analyzed in accordance with the EPA protocol "Organics by Purge and Trap", method 624, except for quantitation. To the best of my knowledge, based on the high levels observed on the screening done on April 17, 1980, by Dr. Thomas Spittler, it was decided that identification and semi-quantitation would be satisfactory information for this site at this time.

12. On April 18, 1980, the Finnigan gas chromatograph/mass spectrometer was calibrated and checked with p-bromofluorobenzene prior to the sample analysis. Other quality control included the analysis of a field blank (sample number, 70217). Third, each sample was fortified with approximately 100 nanograms

(ng) of each of the following compounds, bromochloromethane, 2-bromo-1-chloropropane, and 1,4-dichlorobutane. These compounds were monitored throughout the analysis for any matrix interference or instrumental problems.

13. A field blank is a sample of clean water that has been tested and found to be clean, which is then taken out into the field in the same type of bottle as the other samples are collected in, brought back to the laboratory, and analyzed with the other samples. The purpose of the field blank is to ascertain whether any contamination was introduced by the sample container and/or by the gas chromatography/mass spectrometry analysis or cross contamination in the field. Analysis of the field blank, 70217, did show some methylmethacrylate and a trace of methylene chloride and 1,1,1-trichloroethane. The origin of the methylmethacrylate was from the instrumentation used in the analysis. This did not adversely affect the results of the analyses of the six samples because the methylmethacrylate was taken into account throughout the analyses and not reported out. The mass spectra and the retention time of methylmethacrylate are totally different from the compounds reported and do not affect the reported results. The concentrations in the field blank for both the methylene chloride and the 1,1,1-trichloroethane were semi-quantitated to be less than 1 ppb. The trace of methylene chloride and 1,1,1-trichloroethane found in the field blank did not adversely affect the results of the analyses

of the six samples because the concentrations found in the field blank were much lower than the levels found in samples 70206 and 70213, which were reported out.

14. There was no problem observed during the analysis of the six samples analyzed on April 18, 1980 with the three internal standards added to each sample. The resulting mass spectra and purging efficiencies for bromochloromethane, 2-bromo-1-chloropropane, and 1,4-dichlorobutane indicated proper operation of the gas chromatography/mass spectrometry equipment and no matrix interference.

15. The analysis I performed on April 18, 1980 by gas chromatography/mass spectrometry on the selected samples from Raymond, New Hampshire identified, inter alia, the compounds listed below. Identification of the unknown peaks was done by comparison of the mass spectrums with those in the Eight Peak Index (England), the EPA/NIH Mass Spectral Library (USA), and/or the pure standard's spectrum.

methylene chloride

acetone

tetrahydrofuran

dichloroethylene

methyl ethyl ketone

trichloroethylene

methyl isobutyl ketone

toluene

1,1,1-trichloroethane

16. I prepared the report in memorandum form dated May 1, 1980, entitled "Volatile Organic Analysis on Raymond, N.H. Hazardous Waste Site," from Richard Siscanaw to Arthur Clark through Edward L. Taylor, attached hereto as Exhibit A. This report summarizes the results of the analyses on the eleven samples taken in Raymond, New Hampshire which were received by the New England Regional Laboratory on April 17, 1980. This report was made by me soon after the analyses were conducted based on information provided to me by Dr. Thomas Spittler (gas chromatography screening work), Steven Novick (map of the site and the sample locations), and my own analysis (gas chromatography/mass spectrometry work). It is the regular practice of the New England Regional Laboratory to make reports stating the results of analyses of samples submitted to the laboratory for analysis in a timely manner after the completion of the analyses, and they are kept on file in the normal course of the laboratory's operations.

*Middlesex
Massachusetts*

Further affiant sayeth not.

DATED:

November 13, 1985

Richard J. Siscanaw
RICHARD J. SISCANAW

Sworn to and subscribed before me this *13th* day of *November*, 1985.

[Signature]
Notary Public

ROBERT H McDONOUGH, JR.
Notary Public
My Commission Expires February 27 1992

My Commission expires:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

DATE: May 1, 1980

SUBJECT: Volatile Organic Analysis on Raymond, NH
Hazardous Waste Site

FROM: Richard Siscanaw *RS*
Chemist

TO: Arthur E. Clark *AK*
Chemist

THRU: Edward L. Taylor, *ELT*
Chief, Chemistry Section *ELT*

Eleven samples were received on April 17, 1980. These samples were screened on a Century Organic Vapor Analyzer (GC) by headspace analysis on the same day. Six samples were selected for further analysis on the Finnigan gas chromatograph/mass spectrometer (GC/MS). These samples were analyzed on April 18, 1980, using the EPA protocol "Organics by Purge and Trap" method 624. Semi-quantitation was done using a one point standard.

Quality control for GC/MS work included a field blank and an internal standard consisting of bromochloromethane, 2-bromo-1-chloropropane, and 1,4-dichlorobutane; the average recoveries were 93, 93, and 84% respectively.

Attached Data:

Table 1 - Data for GC Screening
Table 2 - Data for GC/MS Analysis
Table 3 - Summary of Chemicals Found
Figure 1 - Map showing where most of the industrial solvents were found
Figure 2 - Map showing where toluene was found

cc: Dr. Spittler
Jack Conlon
Steve Novick

Attachments

Exhibit A

TABLE 1
HEADSPACE SCREENING ANALYSIS BY GC

Sample No.	Location	Tentative Identification of Compound	Estimated Concentration
70204	Well #3	Trichloroethylene Toluene	Trace* Trace
70205	Drainage behind Aluminum Shed	-	-
70207	Well #1	Toluene Unknown Compound	Trace
70214	Upstream of Site at Pool with 4 Rocks	Unknown	
70216	Downstream at Abandoned Road	Trichloroethylene	Trace

*Trace = less than 10 ppb.

TABLE 2

PURGE AND TRAP ANALYSIS BY GC/MS

Sample No.	Location	Compound	Concentration (ppb)
70206	Well #2	Acetone	
		Tetrahydrofuran	
		t-1,2-Dichloroethylene	10,000
		Methyl Ethyl Ketone	
		1,1,1-Trichloroethane	2,000
		Trichloroethylene	200
		Methyl Isobutyl Ketone	
		Hexanol	
		Toluene	3,000
70208	Drainage Ditch Adjacent to Impoundment	Acetone	
		Tetrahydrofuran	
		t-1,2-Dichloroethylene	100
		Methyl Ethyl Ketone	
		2-Butanol	
		Trichloroethylene	8
		Methyl Isobutyl Ketone	
		Toluene	20
70212	Sample below Impoundment	Acetone	
		Tetrahydrofuran	
		t-1,2-Dichloroethylene	2,000
		Methyl Ethyl Ketone	
		Trichloroethylene	200
		Methyl Isobutyl Ketone	
		Toluene	400
70213	-	Methylene Chloride	100
		Acetone	
		Isopropyl Alcohol	
		Tetrahydrofuran	
		t-1,2-Dichloroethylene	60
		Methyl Ethyl Ketone	
		2-Butanol	
		Trichloroethylene	300
		Methyl Isobutyl Ketone	
Hexanol			
		Toluene	300

TABLE 2, con't

<u>Sample No.</u>	<u>Location</u>	<u>Compound</u>	<u>Concentration (ppb)</u>
70215	Downstream of where swale enters	Acetone	
		Tetrahydrofuran	
		t-1,2-Dichloroethylene	40
		Methyl Ethyl Ketone	
		Trichloroethylene	40
		Methyl Isobutyl Ketone	
		Toluene	1
70217	Trip Blank	-	-

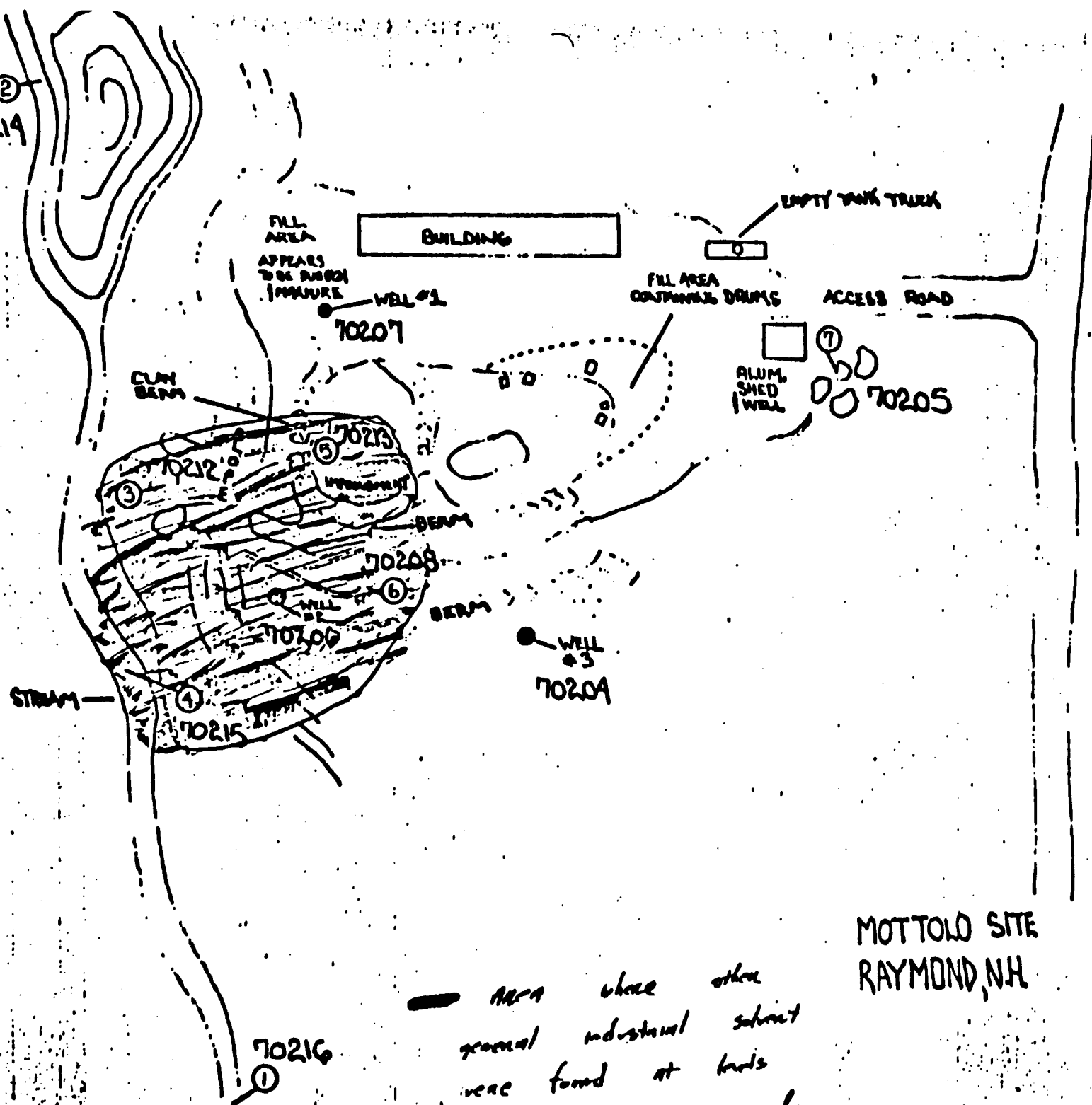
TABLE 3

SUMMARY OF CHEMICALS FOUND

	70204*	70205*	70206	70207*	70208	70212	70213	70214*	70215	70216*	70217
Methylene Chloride							100				
Acetone			+		+	+	+		+		
Isopropyl Alcohol							+				
Tetrahydrofuran			+		+	+	+			+	
t-1,2-Dichloroethylene			10,000		100	2,000	60		40		
Methyl Ethyl Ketone			+		+	+	+			+	
2-Butanol					+		+				
✓ Trichloroethylene	trace		200		8	200	300		40	trace	
Methyl Isobutyl Ketone			+		+	+	+			+	
Hexanol			+				+				
✓ Toluene	trace		3,000	trace	20	400	300		1		
1,1,1-Trichloroethane			2,000								

*Samples screened only on GC; trace = less than 10 ppb

②
70214



MOTTOLO SITE
RAYMOND, NH

— AREA where other
general industrial sumps
were found at levels
under 10 ppb

①
70216

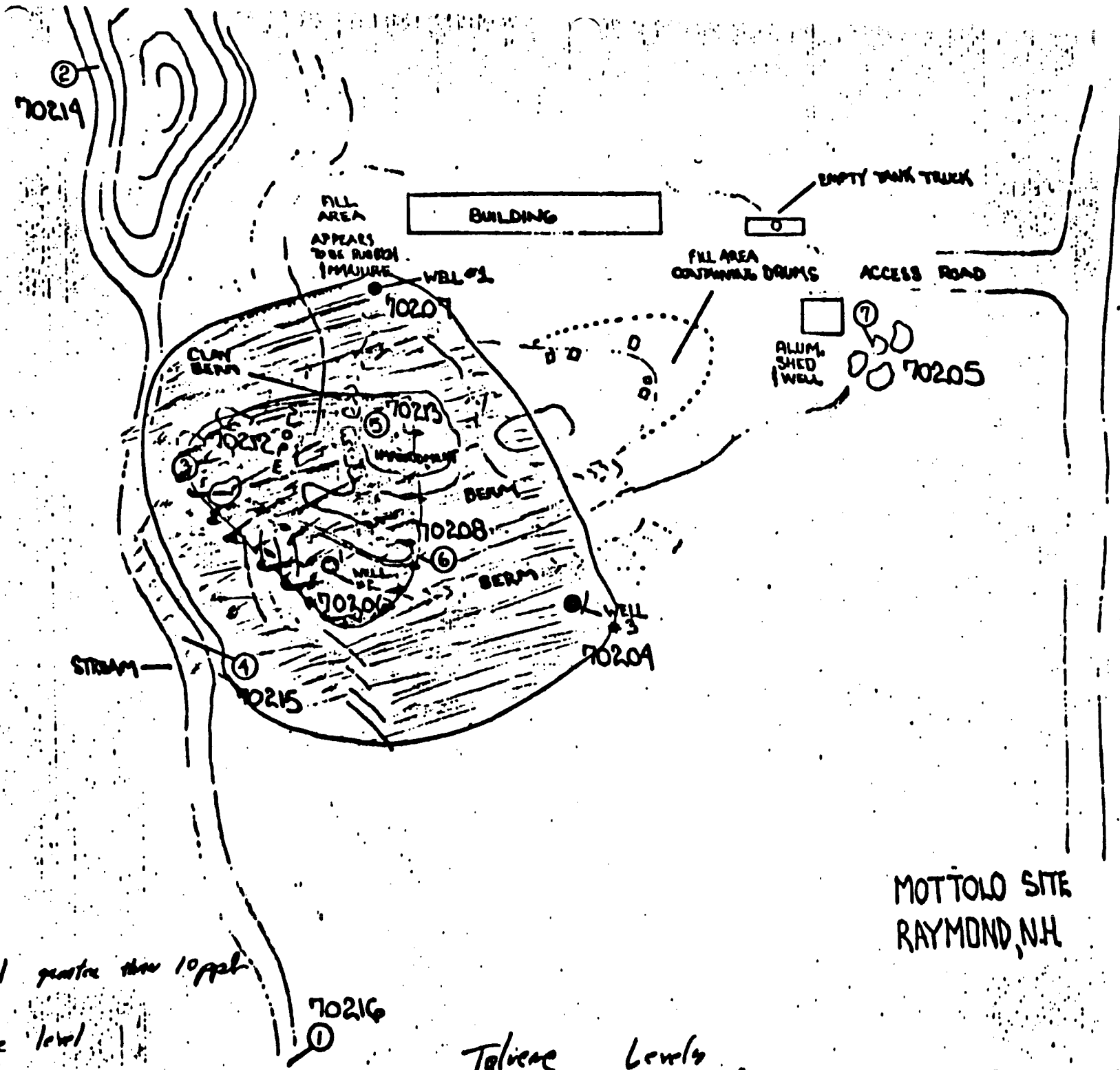


Figure 2

IN THE UNITED STATES DISTRICT COURT
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UNITED STATES OF AMERICA,

Plaintiff,

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RICHARD MOTTOLO, et al.,

Defendants.

CIVIL ACTION NO.
C-83-547-D

UNITED STATES' FIRST REQUESTS FOR ADMISSIONS BY
EACH OF THE DEFENDANTS RICHARD MOTTOLO, SERVICE
PUMPING AND DRAIN CO., INC., K.J. QUINN AND CO.,
INC., LEWIS CHEMICAL CORPORATION AND CARL SUTERA

The United States, pursuant to Rule 36 of the Federal Rules of Civil Procedure, hereby requests each of the defendants Richard Mottolo, Service Pumping and Drain Co., Inc., K.J. Quinn and Co., Inc., Lewis Chemical Corporation and Carl Sutera to admit the truth of the statements listed below, in writing and under oath. Responses to the requests for admissions are to be served upon Elizabeth Yu, Environmental Enforcement Section, Land and Natural Resources Division, United States Department of Justice, Washington, D.C. 20530 within 30 days from the date of service of this document.

For the convenience of defendants in responding to these requests for admission, the source of the facts requested to be admitted, including answers to the complaint, depositions under oath, answers to interrogatories under oath, and other

responses to discovery under oath, is indicated in parentheses after each request for admission. Most of these documents are attached to the accompanying United States' First Request for Admissions Concerning Documents to All Defendants. Defendants are requested to admit the truth of the statements typed below, not the source(s) identified in parenthesis. The source is not part of the admission and is provided for convenience only.

INSTRUCTIONS AND DEFINITIONS

(a) If any objection to any of this discovery is made, the reasons therefore shall be stated.

(b) Use of the singular shall be deemed to include the plural and vice versa.

(c) Unless otherwise stated or indicated in an individual request for admission herein or unless the context of the request for admission indicates otherwise, the time frame pertaining to each request for admission herein is 1975 through 1979 and, for the purposes of these requests for admissions, "all relevant times" means 1975 through 1979.

(d) For the purpose of these requests for admission, the words and phrases discussed in A.-0. below are to be interpreted as described below.

A. The phrases "Richard Mottolo", "Service Pumping and Drain Co.", and "Richard Mottolo, d/b/a Service Pumping and Drain Co." refer to Richard Mottolo, Service Pumping and Drain Co., and/or any employee of Service Pumping and Drain Co. doing work on behalf of Service Pumping and Drain Co."

B. The phrases "Mottolo's Raymond, New Hampshire site" and "the Mottolo site in Raymond, New Hampshire" refer to the property owned by Richard Mottolo on Blueberry Hill Road in Raymond, New Hampshire.

C. The phrases "Discovery Responses of K.J. Quinn & Co., Inc." and "Quinn Discovery Responses" refer to the document entitled Discovery Responses of Defendant K.J. Quinn & Co., Inc. in the case of State of New Hampshire and Town of Exeter v. Richard A. Mottolo, K.J. Quinn and Co., Inc., and Lewis Chemical Corporation, The State of New Hampshire, Superior Court, Rockingham Co., # E-952-79.

D. The words "Quinn", and "K.J. Quinn & Co., Inc.", as well as "K.J. Quinn and Co., Inc." refer to K.J. Quinn and Co., Inc.

E. The phrase "Feldman State depo." refers to the deposition taken of Marnin Feldman on July 16, 1979 in the case of State of New Hampshire and Town of Exeter v. Richard A. Mottolo, K.J. Quinn and Co., Inc., and Lewis Chemical Corporation, The State of New Hampshire, Superior Court, Rockingham Co., # E-952-79.

F. The words "barrel" and "drum" are intended to be synonymous.

G. The phrase "Ottati Stip." refers to the Stipulation entered into between the United States and other plaintiffs and K.J. Quinn and Co., Inc. in the case of United States of America, et al., v. Ottati & Goss Inc., et al., D.N.H., Civil No. 80-225-L on May 22, 1984.

H. The phrase "Feldman Ottati depo." refers to the deposition taken of Marnin Feldman on August 8, 1983 in the case of United States, et al. v. Ottati & Goss, Inc. et al., D.N.H., Civil No. 80-255-L.

I. The phrase "Karcher State depo." refers to the deposition taken of Robert Karcher on July 16, 1979 in the case of State of New Hampshire, et al. v. Richard A. Mottolo, et al., Superior Court, The State of New Hampshire, Rockingham Co., #E-952-79.

J. The phrase "Mottolo State depo." refers to the deposition taken of Richard Mottolo on June 21, 1979 in the case of State of New Hampshire, et al. v. Richard A. Mottolo, et al., Superior Court, The State of New Hampshire, Rockingham Co., #E-952-79.

K. The phrase "DeNuzzio State depo." refers to the deposition taken of Albert DeNuzzio on July 17, 1980 in the case of State of New Hampshire, et al. v. Richard A. Mottolo, et al., Superior Court, The State of New Hampshire, Rockingham Co., #E-952-79.

L. The term "fiscal year" when used in connection with K.J. Quinn and Co., Inc. starts from March 1 of the previous calendar year, e.g. fiscal year 1976 means 3/1/75 to 2/28/76.

M. The words "Mottolo Answer" mean the Answer filed by Richard Mottolo and Service Pumping and Drain Co., Inc. in this action.

N. The words "Answer-Quinn" mean the Answer and Crossclaim of K.J. Quinn and Co., Inc. filed in this action.

0. The words "Answer-Lewis" mean the Answer of Lewis Chemical Corp. to the Complaint filed in this action.

ADMISSIONS REQUESTED

1. This Court has jurisdiction over this case pursuant to 28 U.S.C. §1345 and 42 U.S.C. §§9607(a), 9613(b).

(Answer - Quinn, ¶3).

2. Venue for this case is proper in the District of New Hampshire pursuant to 28 U.S.C. §1391(b) and (c) and/or 42 U.S.C. §9613(b).

(Answer - Quinn, ¶3; Answer - Lewis, ¶3; Mottolo Answer, ¶3)

3. Richard Mottolo is and at all times relevant to the complaint in this case has been the sole owner of the Mottolo site on Blueberry Hill Road in Raymond, New Hampshire.

(Mottolo Answer, ¶2)

4. Service Pumping and Drain Co., Inc., is a corporation incorporated under the laws of the State of Massachusetts in 1980, and is the successor to the business operations of Service Pumping and Drain Co. Service Pumping and Drain Co., Inc. is owned by Richard Mottolo and Carolyn B. Mottolo. Richard Mottolo is the president and treasurer thereof and controls and controlled its affairs and activities.

(Mottolo Answer, ¶5 and response to the First Set of Interrogatories by the United States to Richard Mottolo, No. 14)

5. Richard Mottolo obtained the Mottolo site on Blueberry Hill Road in Raymond, New Hampshire in about 1964.

(Mottolo State depo., p. 8)

6. The property owned by Richard Mottolo on Blueberry Hill Road in Raymond, New Hampshire is about 65 acres in size. (Mottolo State depo., p. 8)

7. Richard Mottolo obtained the property he owns on Blueberry Hill Road in Raymond, New Hampshire to raise livestock. (Mottolo State depo., p. 8)

8. In about 1973 or 1974, Richard Mottolo purchased, and assumed ownership of, Service Pumping and Drain Co. from a company named Service Enterprises, Inc. Richard Mottolo was the sole owner of Service Pumping and Drain Co. until October 22, 1980, at which time Service Pumping and Drain Co., Inc. was formed. (Mottolo State depo., pp. 9 - 10 and response to the First Set of Interrogatories by the United States to Richard Mottolo, No. 14)

9. Service Pumping and Drain Co. began handling barrels as an offshoot to its business in 1975. (Mottolo State depo., p. 16)

10. During the period from 1975 to 1979, Richard Mottolo and Service Pumping and Drain Co. did not have a license to haul barrels of wastes in Massachusetts. (Mottolo State depo., p. 17)

11. During the period from 1974 to 1979, Richard Mottolo, d/b/a Service Pumping and Drain Co., did some drain cleaning and pumping work for K.J. Quinn and Co., Inc. (Mottolo State depo., p. 19)

12. Between 1975 and 1979, the only two companies that Richard Mottolo, d/b/a Service Pumping and Drain Co., hauled drums of waste for were K.J. Quinn and Co., Inc. and Lewis Chemical Corporation. (Mottolo State depo., pp. 19 - 20)

13. The first customer that Richard Mottolo, d/b/a Service Pumping and Drain Co., hauled drums of waste for was K.J. Quinn and Co., Inc.

(Mottolo State depo., p. 22)

14. Between 1975 and 1978, Richard Mottolo, d/b/a Service Pumping and Drain Co., took the solid slops in barrels that he obtained from K.J. Quinn and Co., Inc. to the property owned by Richard Mottolo on Blueberry Hill Road in Raymond, New Hampshire.

(Mottolo State depo., pp. 23 - 24)

15. It was Richard Mottolo's understanding that the materials he was getting from K.J. Quinn and Co., Inc. in barrels were thick, gooey things.

(Mottolo State depo., p. 24)

16. Prior to the beginning of 1979, Richard Mottolo did not make any attempt to determine what substances were in the wastes he obtained from his customers.

(Mottolo State depo., p. 25)

17. Prior to the beginning of 1979, Richard Mottolo did not make any attempt to determine what substances were in the wastes he obtained from K.J. Quinn and Co., Inc.

(Mottolo State depo., pp. 24 - 25)

18. Prior to 1979, the type of material involved did not have any bearing on the price Richard Mottolo, d/b/a Service Pumping and Drain Co., charged his customers for the disposal of wastes.

(Mottolo State depo., p. 25)

19. Prior to 1979, the price charged by Richard Mottolo, d/b/a Service Pumping and Drain Co., for the disposal of wastes was based on hourly costs for use of truck and labor.

(Mottolo State depo., pp. 25 and 27)

20. One barrel that Richard Mottolo picked up from K.J. Quinn and Co., Inc. was odorous and leaked. This barrel was a cardboard barrel.

(Mottolo State depo., pp. 25 - 27)

21. The barrel referred to in 20 above contained rancid material, which was clear and mostly liquid.

(Mottolo State depo., p. 27)

22. Other than fish stick breeder and material from a couple of fish plants in Gloucester which Richard Mottolo used for feeding pigs, the only two sources of wastes hauled by Richard Mottolo to the Mottolo site on Blueberry Hill Road in Raymond, New Hampshire were K.J. Quinn and Co., Inc. and Lewis Chemical Corporation.

(Mottolo State depo., p. 31)

23. The only other wastes at the Mottolo site on Blueberry Hill Road in Raymond, New Hampshire aside from those referred to in 22 above are materials resulting from Richard Mottolo's piggery and farm operations at the site:

(Mottolo State depo., p. 31)

24. Richard Mottolo has no background in chemistry.

(Mottolo State depo., p. 32)

25. The persons Richard Mottolo dealt with at K.J. Quinn and Co., Inc. with regard to Service Pumping and Drain Co.'s arrangements with K.J. Quinn and Co., Inc. for the hauling away of Quinn's wastes were Marnin Feldman and his assistant, Larry Fitch.

(Mottolo State depo., p. 36)

26. In addition to Mr. Feldman and Mr. Fitch, the other employees that Service Pumping and Drain Co. dealt with concerning Quinn's wastes were the section foremen for different areas of the Quinn plants in Malden, MA and Seabrook, New Hampshire. The section foremen would have someone load the barrels on Service Pumping and Drain Co.'s truck and would sign Service Pumping and Drain Co.'s slips.

(Mottolo State depo., p. 41)

27. K.J. Quinn and Co., Inc. did not ask Richard Mottolo for any resume or about his qualifications for handling barrels of waste before doing business with Richard Mottolo.

(Mottolo State depo., p. 37)

28. K.J. Quinn and Co., Inc. did not ask Richard Mottolo for any references when Richard Mottolo started doing business with K.J. Quinn and Co., Inc.

(Mottolo State depo., p. 37)

29. Occasionally Service Pumping and Drain Co. received cardboard drums from K.J. Quinn and Co., Inc., which got a little soft.

(Mottolo State depo., p. 42)

30. Most of the containers that Service Pumping and Drain Co. received wastes from K.J. Quinn and Co., Inc. in were not brand new containers.

(Mottolo State depo., p. 43)

31. Most of the barrels that Service Pumping and Drain Co., Inc. received from K.J. Quinn and Co., Inc. for disposal were sealed. Occasionally, there would be a top that was off that had to be clamped.

(Mottolo State depo., p. 43)

32. Most of the barrels that Service Pumping and Drain Co. received from K.J. Quinn and Co., Inc. for disposal contained thick, gooey stuff. Occasionally some contained water slop.

(Mottolo State depo., p. 43)

33. Richard Mottolo had the barrels which were obtained from K.J. Quinn and Co., Inc. and brought by Service Pumping and Drain Co. to Mottolo's Raymond, New Hampshire site pushed over with a bulldozer once a year.

(Mottolo State depo., p. 44)

34. One barrel obtained by Richard Mottolo from K.J. Quinn and Co., Inc. that was crushed by the bulldozer at Mottolo's Raymond, New Hampshire site contained red or yellow slimy, sloppy stuff.

(Mottolo State depo., p. 44)

35. All of the wastes received from K.J. Quinn and Co., Inc. in barrels and pails were taken by Service Pumping and Drain

Co. drivers to the Raymond, New Hampshire site either directly from the Quinn Malden and Seabrook plants or via Service Pumping and Drain Co.'s Wakefield, Massachusetts facility, except for barrels of wastes received from K.J. Quinn and Co., Inc. after September of 1978.

(Mottolo State depo., pp. 46, 63 - 64, and 66)

36. The barrels received by Service Pumping and Drain Co. from K.J. Quinn and Co., Inc. were unloaded at Mottolo's Raymond, New Hampshire site by dumping them off the dump truck used to haul them to the site.

(Mottolo State depo., p. 46)

37. The barrels obtained by Service Pumping and Drain Co. from K.J. Quinn and Co., Inc. were dumped in an area at Mottolo's Raymond, New Hampshire site that Mottolo was already filling in with junk such as wood.

(Mottolo State depo., p. 46)

38. Occasionally the lid would come off one of the barrels of material that Service Pumping and Drain Co. obtained from K.J. Quinn and Co., Inc. as the barrels were being dumped at Mottolo's Raymond, New Hampshire site and materials would come out of the barrels.

(Mottolo State depo., p. 47)

39. The two plants of K.J. Quinn and Co., Inc. from which Service Pumping and Drain Co. picked up drums were Quinn's Malden, MA and Seabrook, N.H. plants.

(Mottolo State depo., pp. 48 - 49)

40. In 1975, Richard Mottolo brought two tank truck loads of liquid wastes that had been pumped from K.J. Quinn and Co., Inc.'s drums of liquid wastes up to Mottolo's Raymond, New Hampshire site and emptied those tank truck loads of liquid wastes into the area at Mottolo's Raymond, New Hampshire site where wastes were being dumped.

(Mottolo State depo., pp. 53 - 54)

41. Service Pumping and Drain Co. charged K.J. Quinn and Co., Inc. \$1 per pail for the disposal of K.J. Quinn and Co., Inc.'s pails of wastes.

(Service Pumping and Drain Co. work tickets attached to Richard Mottolo and Service Pumping and Drain Co., Inc.'s response to the United States' first request for production of documents herein).

42. The Service Pumping and Drain Co. work ticket of August 28, 1978 for pickup of wastes from K.J. Quinn and Co., Inc.'s Malden, MA plant indicates that 19 barrels of wastes containing water slop were picked up from K.J. Quinn and Co., Inc., at a charge of \$5.50 per barrel.

(Service Pumping and Drain Co. work ticket dated August 28, 1978 attached to Richard Mottolo and Service Pumping and Drain Co., Inc.'s response to the United States' first request for production of documents herein).

43. Richard Mottolo, d/b/a Service Pumping and Drain Co., dealt with Lewis Chemical Corporation from approximately November 1977 to May 1978.

(Mottolo State depo., pp. 56 - 57)

44. In September 1978, there were barrels on the Mottolo site in Raymond, New Hampshire which had not been pushed over. (Mottolo State depo., p. 65)

45. In September 1978 or shortly thereafter, Richard Mottolo had the remaining drums, which had not been pushed over, pushed over into the dump at the Mottolo site in Raymond, New Hampshire and had most of them covered over with fill dirt. (Mottolo State depo., pp. 64 - 65)

46. Richard Mottolo decided to put the barrels he received from K.J. Quinn and Co., Inc. at the Mottolo site in Raymond, New Hampshire because he wanted more useable land at the site and was filling in a ravine there. (Mottolo State depo., p. 66)

47. Service Pumping and Drain Co. probably could have disposed of Quinn's barrels of wastes in Massachusetts but would then have had to pay disposal costs. (Mottolo State depo., p. 67)

48. The 522 5-gallon pails that Service Pumping and Drain Co. obtained from K.J. Quinn and Co., Inc. were taken to the Mottolo site in Raymond, New Hampshire. Some of these pails contained pigment. (Mottolo State depo., pp. 67 - 68)

49. Richard Mottolo did not do any site work in order to prepare the Mottolo site in Raymond, New Hampshire for disposal of the barrels and pails of wastes. (Mottolo State depo., p. 69)

50. Between 1975 and 1979, Richard Mottolo had the barrels at the Mottolo site in Raymond, New Hampshire pushed over down a slope and covered over with fill. The place the barrels were pushed over into had a lot of big boulders and the barrels went between them.

(Mottolo State depo., pp. 69 - 73)

51. Some of the barrels brought by Service Pumping and Drain Co. to the Mottolo site in Raymond, New Hampshire were compacted or broken in the process of being pushed over, levelled and covered over at the site.

(Mottolo State depo., pp. 74 - 75)

52. A few of the drums Service Pumping and Drain Co. received from K.J. Quinn and Co., Inc. were 30 or 35-gallon drums.

(Mottolo State depo., p. 67)

53. Richard Mottolo was aware of the State of Massachusetts regulations regarding the disposal of wastes that weren't accepted at municipal landfills at least as of the end of 1978.

(Mottolo State depo., p. 115)

54. Richard Mottolo sought to apply to the State of Massachusetts for a hazardous waste license on about November 29, 1977.

(Letter from Richard Mottolo to Hazardous Waste Board and Water Resources Commission, dated November 29, 1977).

55. In late 1978, Service Pumping and Drain Co. increased the price of removal of solid waste to K.J. Quinn and Co., Inc. from \$5.50 per barrel to \$22.50 per barrel.

(Mottolo State depo., pp. 106 - 107)

56. The increase in the price Service Pumping and Drain Co. charged K.J. Quinn and Co., Inc. for the removal of barrels of solid wastes after September 1978 from \$5.50 per barrel to \$22.50 per barrel was due to the fact that Service Pumping and Drain Co. had to pay a disposal fee of \$15.00 per barrel to the operators of a landfill for those drums since they were not disposed of at the Mottolo site in Raymond, New Hampshire. (Mottolo State depo., pp. 112 - 113)

57. In the end of 1978 and early 1979 Service Pumping and Drain Co. removed several loads of barrels of solid wastes from K.J. Quinn and Co., Inc. at a charge of about \$22.50 per drum. These loads were not taken to the Mottolo site in Raymond, New Hampshire. (Mottolo State depo., p. 107)

58. In Richard Mottolo's discussions with K.J. Quinn and Co., Inc. about performing waste disposal services for Quinn, cost appeared to be a significant factor to Quinn. (Mottolo State depo., p. 59)

59. Price always appeared to be of paramount importance to K.J. Quinn and Co., Inc. in connection with discussions between Marnin Feldman and Richard Mottolo concerning Service Pumping and Drain Co.'s performance of waste disposal services for Quinn. Any time there was an increase of fifty cents a barrel, it seemed that it was a major consideration for Quinn as to whether Quinn was going to consider alternate sources of waste disposal. (Mottolo State depo., p. 117)

60. Neither Richard Mottolo, Service Pumping and Drain Co., nor Service Pumping and Drain Co., Inc. has had any testing done of materials or waste at the Mottolo site in Raymond, New Hampshire nor have any of them done any research or made any inquiries as to the nature of the wastes or other materials disposed of at the site.

(Response to First Set of Interrogatories to Richard Mottolo, Nos. 5 and 6 and response to First Set of Interrogatories to Service Pumping and Drain Co., Inc., Nos. 5 and 6).

61. Defendant K.J. Quinn and Co., Inc. is a corporation organized under the laws of the State of Delaware.

(Ottati Stip., p.1, #1).

62. At least between 1975 and 1979, Defendant K.J. Quinn and Co., Inc.'s principal place of business was located in Malden, Massachusetts, and it had a branch facility in Seabrook, New Hampshire.

(Ottati Stip., p.1, #2).

63. At least between 1975 and 1979, Defendant K.J. Quinn and Co., Inc.'s Malden, Massachusetts and Seabrook, New Hampshire facilities were manufacturing plants.

(Ottati Stip., p.2, #3; Exhibit D to Quinn Discovery Responses).

64. K.J. Quinn and Co., Inc. is and has been between 1975 and 1979 a manufacturer of coatings, including exterior coatings used industrially on shoes and on leather and coatings for leather tanners. It also manufactures solid polyurethane plastic resins which are used by customers in the manufacture of adhesives or for extrusion into forms.

(Feldman State depo., pp. 5-6; Ottati Stip., p.2, #4).

65. Quinn makes and has made between 1975 and 1979 two major lines of products, urethane polymers and acrylic polymers and copolymers. The urethane polymers are mostly made in Seabrook, although some are made in Malden. The acrylic polymers and copolymers are practically all made in Malden. The other portion of Quinn's business consists of the manufacture of industrial coatings, both water and solvent based, for use by the shoe and leather industry as well as other industrial areas.

(Karcher state depo., p. 107).

66. At least during 1978 and 1979 most of the products of K.J. Quinn and Co., Inc. consisted of acrylic resins, polyurethane resins, and water and solvent based coatings.

(Ottati Stip., p.2, #5).

67. Exhibit D to the Discovery Responses of K.J. Quinn & Co., Inc. states the types of production processes at the Quinn Seabrook, N.H. and Malden, MA facilities between at least fiscal year 1976 and fiscal year 1980, including the general types of products produced, the general nature of the processes involved, the raw materials used in the processes, the by-products produced, and the general nature of the wastes produced.

(Quinn Discovery Responses, ¶6(b); Exhibit D to Quinn Discovery Responses)

68. Between fiscal year 1976 and fiscal year 1980, Quinn's Seabrook, New Hampshire plant produced (a) 100% solids polyurethane elastomers in pellet and granular form, (b) 100% solids liquid polyurethane resins, containing NCO, (c) polyurethane resins in

solvents, (d) moisture cure polyurethane resins in solvents, containing a small percentage of free NCO, and (e) water base polyurethane emulsions.

(Quinn Discovery Responses, Exhibit D;)

69. The production process for the production of 100% solids polyurethane elastomers in pellet and granular form at Quinn's Seabrook, N.H. plant at all relevant times involved the reaction of isocyanates with polyols and polyesters.

(Quinn Discovery Responses, Exhibit D)

70. The raw materials used in the production process for 100% solids polyurethane elastomers in pellet and granular form at Quinn's, Seabrook, N.H. plant at all relevant times included isocyanates (MDI, TDI, H₁₂ MDI), polyols, polyesters, talc and methyl ethyl ketone.

(Quinn Discovery Responses, Exhibit D)

71. The wastes from the production of 100% solids polyurethane elastomers in pellet and granular form at Quinn's Seabrook, N.H. plant at all relevant times included: talc with a small amount of polyurethane resin solids, polyurethane resin solution in MEK (quality control test solutions), and obsolete and off specification products from this production process.

(Quinn Discovery Responses, Exhibit D, pp. 1 and 3)

72. The production processes for the production of (1) 100% solids liquid polyurethane resins, (2) polyurethane resins in solvents (3) moisture cure polyurethane resins in solvents, and (4) water base polyurethane emulsions at Quinn's Seabrook,

N.H. plant at all relevant times involved the reaction of isocyanates with polyols and polyesters.

(Quinn Discovery Responses, Exhibit D)

73. The raw materials used in the production of (1) 100% solids liquid polyurethane resins, (2) polyurethane resins in solvents, (3) moisture cure polyurethane resins in solvents, and/or (4) water base polyurethane emulsions at Quinn's Seabrook, N.H. plant at all relevant times included: isocyanates, polyols, polyesters, methyl ethyl ketone, dimethyl formamide, methyl cellosolve, toluol, isopropanol, ethyl alcohol, xylol, mineral spirits, and acetone.

(Quinn Discovery Responses, Exhibit D)

74. The wastes from the production of (1) 100% solids liquid polyurethane resins, (2) polyurethane resins in solvents, (3) moisture cure polyurethane resins in solvents, and (4) water base polyurethane emulsions at Quinn's Seabrook, N.H. plant at all relevant times included: wash solvents from the production of products (1) through (3) above, wash water from the production of water base polyurethane emulsions, and obsolete and off specification products from the four production processes.

(Quinn Discovery Responses, Exhibit D, pp. 1 and 3)

75. Between fiscal year 1976 and fiscal year 1980, Quinn's Malden, New Hampshire plant produced (a) acrylic water emulsion polymers and copolymers, (b) polyurethane resin in solvents, (c) moisture cure polyurethane resins in solvents, clear and pigmented, containing a small percentage of free NCO, (d) nitrocellulose

lacquers, clear and pigmented, (e) polyurethane lacquers, clear and pigmented, (f) cellulose acetate butyrate lacquers, clear and pigmented, (g) vinyl lacquers, clear and pigmented, (h) acrylic lacquers, clear and pigmented and (i) water based leather and shoe finishes, clear and pigmented (like water base paints).
(Quinn Discovery Responses, Exhibit D)

76. The production process for the production of acrylic water emulsion polymers and copolymers at Quinn's Malden, MA plant at all relevant times involved polymerization of monomers.
(Quinn Discovery Responses, Exhibit D)

77. The raw materials for the production of acrylic water emulsion water polymers and copolymers at Quinn's Malden, MA plant at all relevant times included acrylic monomers.
(Quinn Discovery Responses, Exhibit D)

78. The wastes from the production of acrylic water emulsion polymers and copolymers at Quinn's Malden, MA plant at all relevant times included wash water from the acrylic reactors and obsolete and off specification products from this production process.
(Quinn Discovery Responses, Exhibit D)

79. The raw materials used in the production process for polyurethane resin in solvents, moisture cure polyurethane resins in solvents, nitrocellulose lacquers, polyurethane lacquers, cellulose acetate butyrate lacquers, vinyl lacquers, acrylic lacquers, and/or water based leather and shoe finishes at Quinn's Malden, MA plant at all relevant times included the following:

1. Solvents

Aliphatic hydrocarbons

Aromatic hydrocarbons, Toluol, Xylol and "Aromatic 100" *

Ketones; Methyl ethyl ketone, Methyl Isobutyl Ketone, Diisobutyl ketone, Acetone and Cyclohexanone

Esters; Ethyl acetate, butyl acetate, amyl acetate, and cellosolve acetate

Alcohols; Ethyl alcohol, Isopropanol, Butanol and Methanol
Ethyl Ether

Glycol-Ethers, Methyl cellosolve, Cellosolve solvent, Butyl cellosolve, Methyl cellosolve

Dimethyl Formamide

Tetrahydrofuran

* Exxon tradename

2. Acrylic Monomers

Methyl acrylate

Ethyl acrylate

Butyl acrylate

Methyl methacrylate

Butyl Methacrylate

Acrylic acid

Methacrylic acid

3. Pigments

Titanium Dioxide

Clay

Silica

Zinc Stearate

Iron oxide, red, brown, yellow

Chrome yellow

Molybdate yellow or orange

Organic reds, blues, greens and violets

Carbon blacks

4. Spirit Dyes

5. Water Soluble Dyes

6. Surfactants and Dispersing agents

7. Waxes

8. Casein

9. GRN Rubber Latex

10. GRS Rubber Latex

11. Nitrocellulose
12. Silicones
13. Polyethylene resin
14. Phthlate plasticizers
15. Styrene Latex
16. Shellac
17. Castor Oil
18. Fatty Acids
19. Borax
20. Ammonium hydroxide commercial
21. Acrylic Latex
22. Toluene diisocyanate
23. Hylene W (Isocyanate from DuPont) (H₁₂ MDI)
(Quinn Discovery Responses, Exhibit D, pp. 2-6)

80. The production process for the production of polyurethane resins in solvents and moisture cure polyurethane resins in solvents at Quinn's Malden, MA plant at all relevant times involved the reaction of isocyanates with polyols and polyesters.
(Quinn Discovery Responses, Exhibit D)

81. The wastes from the production of polyurethane resin in solvents and moisture cure polyurethane resins in solvents at Quinn's Malden, MA plant at all relevant times included wash solvents used to clean the reactors they are made in and obsolete and off specification products from these production processes.
(Quinn Discovery Responses, Exhibit D, pp. 2-3)

82. The production process for the production of nitro-cellulose lacquers, polyurethane lacquers, cellulose acetate butyrate lacquers, vinyl lacquers, and acrylic lacquers at Quinn's Malden, MA plant involved at all relevant times mixing and blending (no chemical reactions).

(Quinn Discovery Responses, Exhibit D)

83. The wastes from the production of nitrocellulose lacquers, polyurethane lacquers, cellulose acetate butyrate lacquers, vinyl lacquers, and acrylic lacquers at Quinn's Malden, MA plant at all relevant times included wash solvents for the mixing tanks in which they are made and obsolete and off specification products from these production processes.

(Quinn Discovery Response, Exhibit D, pp. 2-3)

84. The production process for the production of water based leather and shoe finishes at Quinn's Malden, MA plant involved at all relevant times mixing and blending (no chemical reactions).

(Quinn Discovery Response, Exhibit D)

85. The wastes from the production of water based leather and shoe finishes at Quinn's Malden, MA plant at all relevant times included wash waters for the mixing containers in which they are made and obsolete and off specification products from these production processes.

(Quinn Discovery Response, Exhibit D, p.3)

86. The groups of raw materials K.J. Quinn and Co., Inc. believes could have been in the types of products transferred by K.J. Quinn and Co., Inc. to Service Pumping and Drain Co. that may possibly have been disposed of at the Mottolo site in Raymond, New Hampshire are:

- Aliphatic hydrocarbons
- Aromatic hydrocarbons
- Ketones
- Esters
- Alcohols
- Acrylic Resins
- Urethane Resin
- Nitrocellulose
- Polyols
- Organic Pigments
- Inorganic Pigments
- Silicones
- Vinyl Resins
- Polyethylene resins
- GRN Rubber Latex
- GRS Rubber Latex
- Phthlate plasticizers
- Clay
- Silica
- Cellulose Acetate Butyrate
- Styrene Latex
- Shellac
- Waxes
- Casein
- Castor Oil
- Fatty Acids
- Borax

(Letter from Robert E. Karcher, Jr. to Lynn Woodard, dated May 22, 1979)

87. Toluol is a trade name or synonym for the solvent toluene.

88. Xylol is a trade name or synonym for the solvent xylene.

89. One of the polyols that Quinn has used is polycaprolactone.

(Feldman Ottati depo., p. 11)

90. Two of the isocyanates Quinn has used are toluene diisocyanate and diphenylmethane diisocyanate.

(Feldman Ottati depo., p. 11; Ottati Stip. p.2, #8)

91. Ethyl acrylate and methyl methacrylate are some of the raw materials used by Quinn in making acrylic coatings.

(Feldman Ottati depo., pp. 22-23)

92. At least during 1978 and 1979, K.J. Quinn and Co., Inc. used various solvents in the production of polyurethane coatings and finishes.

(Ottati Stip., p.2, #6)

93. Many of the reactions of polyols and isocyanates at Quinn's Malden and Seabrook facilities are carried out in an organic solvent solution.

(Feldman State depo., p.8)

94. Organic solvents, which are flammable, are used in Quinn's Malden operation as the base for certain product lines of coatings.

(Feldman State depo., pp. 34-35)

95. At all relevant times among the solvents used by K.J. Quinn and Co., Inc. in its operations were toluene, xylene, methyl ethyl ketone, ethyl acetate, acetone, methyl isobutyl ketone, tetrahydrofuran, and isopropanol.

(Ottati Stip., p.2, #7; Feldman Ottati depo., p. 14)

96. Quinn's liquids wastes have been mostly washings from flushing equipment when the production people want to change product lines from one product line to another.

(Feldman State depo. p.35)

97. The purpose of using solvents to wash or rinse manufacturing equipment at Quinn's facilities, was, at all relevant times, to remove from equipment residues of the completed product that remained after a production run.

(Ottati Stip., p. 3, #13)

98. At all relevant times various solvents were used by Quinn to wash or rinse manufacturing equipment between production runs, including toluene, xylene, MEK, tetrahydrofuran, and isopropanol.

(Ottati Stip., p.2, #9; Feldman Ottati depo., pp. 14 - 16)

99. At all relevant times the most commonly used solvent in the equipment washing or rinsing process by Quinn was methyl ethyl ketone.

(Ottati Stip., p.2, #10)

100. The categories of industrial waste products generated by K.J. Quinn and Co. Inc. included solid and semi-solid residues created when solvents were used to rinse or wash equipment, off-specification products that were not sold to Defendant K.J. Quinn & Company, Inc.'s customers, and off-specification raw materials.

(Ottati Stip., pp. 2 - 3, #11 and 12)

101. The waste generated by K.J. Quinn and Co., Inc.'s operations includes hydrocarbon solvents, organic and inorganic pigments, ketones, esters, and alcohols.

(Answer of Defendant K.J. Quinn & Co., Inc. in State of New Hampshire, et al. v. Richard A. Mottolo, et al., The State of New Hampshire, Superior Court, Rockingham Co., #E-952-79.

102. Many of the solvents listed as raw materials in Exhibit D to the Discovery Responses of K.J. Quinn & Co., Inc., including but not limited to methyl ethyl ketone (MEK), could be in the drums of waste material generated by K.J. Quinn and Co., Inc. and picked up by Service Pumping and Drain Co.

(Feldman State depo., p.104)

103. The wash solvents listed as wastes from the Seabrook production processes involving solvents labelled "B" on page 1 of Exhibit D of the Discovery Responses of K.J. Quinn & Co., Inc. (production of 100% solids liquid polyurethane resins, production of polyurethane resins in solvents, and production of moisture cure polyurethane resins in solvents) could have been any of the solvents listed in the raw materials section for Seabrook production processes "B" or any combination of those solvents. The solvents listed in the raw materials section for Seabrook production processes labelled "B" on page 1 of Exhibit B of the Discovery Responses of K.J. Quinn & Co., Inc. are methyl ketone, dimethyl formamide, methyl cellosolve, toluol, isopropanol, ethyl alcohol, xylol, and acetone.

(Karcher State depo., p.43; Exhibit D, p.1, to Quinn Discovery Responses)

104. The "wash solvents" listed as waste from the Malden production processes labelled "B" on page 2 of Exhibit D of the Discovery Responses of K.J. Quinn & Co., Inc. (production of polyurethane resin in solvents and production of moisture cure polyurethane resins in solvents) could have been any of the solvents listed on page 5 of Exhibit D of the Discovery Responses of K.J. Quinn & Co., Inc. or a mixture of any of those solvents. The solvents listed on page 5 of Exhibit D of the Discovery Responses of K.J. Quinn & Co., Inc. are: aliphatic hydrocarbons; aromatic hydrocarbons: toluol, xylol, and "Aromatic 100"; ketones: methyl ethyl ketone, methyl isobutyl ketone, diisobutyl ketone, acetone, and cyclohexanone; esters: ethyl acetate, butyl acetate, amyl acetate, and cellosolve acetate; alcohols: ethyl alcohol, isopropanol, butanol, and methanol; ethyl ether; glycol-ethers; methyl cellosolve; cellosolve solvent; butyl cellosolve; dimethyl formamide; and tetrahydrofuran.

(Karcher State depo., p.43; Exhibit D, p.1, to Quinn Discovery Responses)

105. The waste products generated in Quinn's polyurethane liquid coating processes fall into two categories -- solvents used for rinsing equipment and off-specification products, which could be liquid or solid.

(Feldman Ottati depo., p. 15)

106. Quinn's waste products included off-grade resin and waste solvents, including MEK.

(DeNuzzio state depo. pp.16-19)

107. The wash solvents wastes produced by Quinn would include the solvents plus the residue of what was being made in the equipment.

(Feldman Ottati depo., p. 18)

108. The "wash solvents" listed as waste from the Malden production labelled "C" on pp. 2-3 of Exhibit D of the Discovery Responses of K.J. Quinn & Co., Inc. (production of nitrocellulose lacquers, production of polyurethane lacquers, production of vinyl lacquers, and production of acrylic lacquers) could be any of the solvents or any mixture of the solvents listed on page 5 of Exhibit D of the Discovery Responses of K.J. Quinn & Co., Inc.

(Karcher State depo., p. 44)

109. Generally Quinn would use the less expensive solvent that was an active solvent for the material that was being cleaned from production equipment to clean the equipment.

(Karcher State depo., p. 44)

110. Two of the solvents that were used to clean out reactors and tanks at Quinn's Seabrook and Malden plants are methyl ethyl ketone and dimethyl formamide (DMF). The solvents are reused for cleaning purposes until they are no longer useable for cleaning and then they become waste materials. The materials that were cleaned out of the reactors and tanks at Seabrook were for the most part polyurethane coatings.

(Feldman State depo., pp. 72-73 and 75-76)

111. Equipment used by Quinn in the manufacture of acrylic coatings was cleaned either with water or caustic soda.

(Feldman Ottati depo., p. 23)

112. Solid polyurethane granules were made by K.J. Quinn and Co., Inc. at least between 1977 and 1980.

(Feldman Ottati depo., p. 37)

113. Waste products from the production of solid polyurethane granules by Quinn from 1977 to 1980 included off specification raw material in solid form.

(Feldman Ottati depo., pp. 36-37)

114. The raw materials for the production of solid polyurethane granules by Quinn included polyols and isocyanates, both of which are in solid form at room temperature.

(Feldman Ottati depo., p. 36)

115. Off-specification products generated by Quinn would be like one or more of Quinn's products in that they would contain the same ingredients as the products, but they would not meet product specifications.

(DeNuzzio State depo., p. 22)

116. Off-specification products of Quinn's that can't be reclaimed or worked off in the factory's production are disposed of as waste.

(Karcher State depo., p. 47)

117. Polyurethane coating products made by Quinn are generally sold in a liquid form. However, if polyurethane coatings are left open or exposed to moisture, they solidify. Thus, off-specification polyurethane coatings generated by Quinn can be liquid or solid in form.

(Feldman Ottati depo., pp. 15-16)

118. Acrylic coatings made by Quinn were generally in liquid form when sold as product. Such coatings can also turn into solids over time upon exposure to the atmosphere.

(Feldman Ottati depo., pp. 20-21)

119. Quinn's obsolete inventory was inventory that is no longer being used or sold by K.J. Quinn and Co., Inc. and could include both raw materials and products.

(DeNuzzio State depo., pp. 71-72)

120. Obsolete inventory was sometimes disposed of by Quinn as waste.

(DeNuzzio State depo., p. 74)

121. Some of Quinn's production processes involved chemical reactions; others involved only physical mixing. Some of the substances that Quinn uses as raw materials end up in Quinn wastes.

(Karcher State depo., pp. 71-72)

122. Of the pigments used by Quinn as raw materials in its Malden production processes as of June 1979, the pigments "Chrome yellow" and "Molydate orange" are lead based.

(Karcher State depo., p. 67)

123. "Chrome yellow" and "molydate orange" pigments could be present in Quinn wastes.

(Karcher State depo., p. 72)

124. Solvents, such as toluol and xylol, occurred in Quinn's wastes.

(Karcher State depo., p. 72)

125. It is possible that any of the substances listed in Exhibit D to the Discovery Responses of K.J. Quinn & Co., Inc. could be found in Quinn's solid wastes, where "solid" wastes means unpumpable wastes.

(Karcher State depo., pp. 105-106)

126. The solvent residues used by Quinn to wash or rinse manufacturing equipment at all relevant times were drained from the equipment into 55 gallon steel drums.

(Ottati Stip., p. 3, #14)

127. Most waste materials generated by K.J. Quinn and Co., Inc. between fiscal year 1975 and fiscal year 1980 were collected in 55 - gallon (open head, heavy duty 17H) steel drums.

(Quinn Discovery Responses, ¶6.c; Feldman state depo., p. 73)

128. The drums used by Quinn for disposing of waste solvent would be 55-gallon drums on hand, some of which were purchased and some of which could be drums in which Quinn received raw materials in.

(Feldman Ottati depo., pp. 19-20; Ottati Stip., p. 3, #15)

129. K.J. Quinn and Co., Inc. used 55-gallon fiber drums for some purposes, e.g. they have sometimes been used for the shipment of solid polyurethane granules.

(Feldman Ottati depo., p. 35)

130. A small amount of waste materials generated by K.J. Quinn and Co., Inc between fiscal year 1976 and fiscal year 1980 was collected in 55-gallon fiber drums.

(Quinn Discovery Responses, ¶6.(c))

131. Generally Quinn did not place any markings or numbers of any sort that could be utilized to identify the composition of the wastes on the barrels of solid wastes that K.J. Quinn and Co., Inc. transferred to Richard Mottolo for disposal between 1975 and 1979.

(Feldman State depo., p. 74)

132. A type of waste that would be stored in 5-gallon pails by Quinn during at least 1978-1979 would be off specification product that had been exposed to moisture and solidified.

(Feldman Ottati depo., p. 64)

133. The types of waste disposed of by Quinn in 5-gallon steel pails included solidified polyurethane resins from off-specification polyurethane coatings.

(Ottati Stip., p. 2, #25)

134. At least between 1975 and 1979, Albert DeNuzzio was the Vice President of Operations for K.J. Quinn and Co., Inc.

(DeNuzzio State depo., p. 4)

135. Marnin Feldman was under the supervision of Albert DeNuzzio and directly responsible to Albert DeNuzzio between fiscal year 1976 and fiscal year 1980.

(DeNuzzio State depo., p. 4; Quinn Discovery Responses, 16.(c))

136. Full authority was placed in Marnin Feldman by Albert DeNuzzio, between fiscal year 1976 and fiscal year 1980, for waste disposal at K.J. Quinn and Co., Inc.

(DeNuzzio State depo., pp. 14, 17, and 29 - 32)

137. Marnin Feldman, Quinn's plant engineer for its Malden, MA and Seabrook, N.H. facilities, was responsible for arranging for the disposal of Quinn's wastes between at least July of 1975 and 1979, and he arranged with Service Pumping and Drain Co. for removal of Quinn's liquid and solid wastes between July of 1975 and 1979.

(Feldman State depo., pp. 28-34, 78-79; response to No. 3 of the First Set of Interrogatories by the United States to K.J. Quinn and Co., Inc.)

138. Prior to the time Service Pumping and Drain Co. was contracted by K.J. Quinn and Co., Inc. to remove waste liquid in 1975, K.J. Quinn and Co., Inc. used to have B & A Barrel & Drum Co. take the barrels of wastes away. B & A Barrel & Drum Co. charged Quinn \$6 or \$7/barrel and removed the barrel with the wastes.

(Feldman State depo., pp. 30-31, 38-40; B & A Barrel & Drum Co. bills to K.J. Quinn and Co., Inc., dated June 11, 1975)

139. In 1975, Richard Mottolo offered to take Quinn's liquid wastes away in bulk (pump liquids out of 55-gallon drums and remove them in a bulk tank truck) whereby Quinn could realize cost savings and convenience.

(Feldman State depo., pp. 32-33)

140. In 1975 Richard Mottolo Mottolo suggested that savings could be effected to K.J. Quinn and Co., Inc. by the removal of its liquid wastes in bulk by Service Pumping and Drain Co.

because K.J. Quinn and Co., Inc. would retain the 55-gallon drum the liquid wastes were in.

(Feldman State depo., pp. 39-40)

141. In 1975, Service Pumping and Drain Co., through Richard Mottolo, was contracted by K.J. Quinn and Co., Inc., through Marnin Feldman, to remove Quinn's waste liquids in a tank truck.

(Feldman State depo., pp. 28 and 36-37)

142. In about December of 1975, Marnin Feldman, on behalf of K.J. Quinn and Co., Inc., made an agreement with Richard Mottolo, on behalf of Service Pumping and Drain Co. for the removal of Quinn's solid wastes.

(Feldman State depo., pp. 44-48)

143. The terms of the agreement made between Quinn and Service Pumping and Drain Co. in 1975 concerning the removal of Quinn's solid wastes are reflected in a letter of January 22, 1976 from Dick Mottolo to M. Feldman, which states that Quinn would pay Service Pumping and Drain Co. \$5 per barrel for the removal of barrels of solid wastes.

(Feldman State depo., p. 47)

144. From 1975 to 1979, the waste removal services performed by Service Pumping and Drain Co. for K.J. Quinn and Co., Inc. were contracted by verbal instructions from Marnin Feldman to Richard Mottolo or his secretary. Said verbal instructions included type, quantity, location of waste materials and order

number. This agreement was confirmed by a written purchase order mailed within a day or two. All prices, terms and conditions were based on Service Pumping and Drain Co.'s quotations to Quinn of July 31, 1975, January 22, 1976 and October 31, 1977 (quotations contained in letters of those dates from Dick Mottolo to M. Feldman annexed to the Discovery Responses of K.J. Quinn & Co., Inc. as Exhibits A-1, A-2 and A-3). On infrequent occasions, in the absence of Marnin Feldman, verbal requests for waste removal by Service Pumping and Drain Co. of Quinn wastes were made by Mr. L. Fitch or Mr. A. Bruzzese.

(Quinn Discovery Responses, ¶6(a); Quinn response to the First Set of Interrogatories by the United States to K.J. Quinn and Co., Inc., No. 3)

145. K.J. Quinn & Co., Inc.'s fiscal year starts from March 1st of the previous calendar year, e.g. the 1976 fiscal year for Quinn is 3/1/75 to 2/28/76.

(Feldman State depo., p. 41)

146. Between about July 31, 1975 and fiscal year 1980, Service Pumping and Drain Co. charged K.J. Quinn and Co., Inc. 7¢ per gallon, or \$3.50 per barrel, to pump out and dispose of liquid waste from Quinn's barrels.

(Quinn Discovery Responses, Exhibits A-1 and A-2; Feldman State depo., pp. 57-58)

147. Between about December of 1975 and October 31, 1977, Service Pumping and Drain Co. charged K.J. Quinn and Co.,

Inc. \$5.00 a barrel to remove and dispose of Quinn's barrels of solid wastes.

(Quinn Discovery Responses, Exhibits A-2 and A-3; Feldman State depo., pp. 57-58)

148. Between about October 31, 1977 and the fall of 1978, Service Pumping and Drain Co. charged K.J. Quinn and Co., Inc. \$5.50 a barrel to remove and dispose of Quinn's barrels of solid wastes.

(Quinn Discovery Responses, Exhibit A-3; Feldman State depo., pp. 57-58).

149. Service Pumping and Drain Co.'s price in December 1975 of \$5.00 per barrel for the disposal of Quinn's solid wastes was the same or possibly cheaper than the price paid by Quinn to Quinn's previous waste disposal contractor(s), one of which was B & A Barrel & Drum Co.

(Feldman State depo., pp. 50-53).

150. Service Pumping and Drain Co. began disposing of Quinn's solid wastes in December 1975.

(Feldman State depo., p. 54).

151. In the fall of 1978, Richard Mottolo told Marnin Feldman that he (Mottolo) would have to use a different site for the disposal of Quinn's solid wastes and that, as a result of this, he would have to raise his price to \$22/drum.

(Feldman State depo., pp. 57-58).

152. The last date on which Service Pumping and Drain Co. removed solid wastes from Quinn was January 30, 1979.

(Feldman State depo., p. 56).

153. In January 1979, Quinn arranged for the disposal of about 80 of its barrels of solid wastes at the Ottati and Goss site in Kingston, New Hampshire. The price charged Quinn for the disposal of its solid wastes by Ottati and Goss was about \$12 or \$13 per barrel.

(Feldman State depo., pp. 70-71, 88; Quinn purchase orders relating to disposal of Quinn wastes by Ottati & Goss, Inc. in 1979)

154. The last date on which Service Pumping and Drain Co. removed liquid wastes in bulk from Quinn was March 14, 1979.

(Feldman State deposition, p. 56).

155. Between fiscal year 1976 and fiscal year 1980, Quinn water or solvent based liquid waste materials would generally be removed by Service Pumping and Drain Co. from the drums they were in by a pump into a tank truck and disposed of in bulk.

(Quinn Discovery Responses, ¶6.(c)).

156. Between 1975 and 1979, disposal of Quinn wastes was generally arranged with Service Pumping and Drain Co. in units of about 2,000 gallons for liquids (40 drums) (the size of Service Pumping and Drain Co.'s tank truck) or about 1,000 gallons (20 drums) for solids (capacity of Service Pumping and Drain Co.'s open flatbed truck).

(Quinn Discovery Responses, ¶6.(c)).

157. Between 1975 and 1979, disposal arrangements between K.J. Quinn and Co., Inc. and Service Pumping and Drain Co. were usually made as soon as the required quantity for shipment was obtained. Occasionally, as many as 125 to 150 drums were accumulated during the winter due to unusual conditions, such as deep snow.

(Quinn Discovery Responses, ¶6.(c)).

158. Department production managers at K.J. Quinn and Co., Inc. were responsible, between fiscal year 1976 and fiscal year 1980, to the area managers for the collection of waste materials, sealing and marking full containers, recording quantities, and transport to outside storage areas at the Quinn plants. The area managers notified the plant engineer, Marnin Feldman, via work order when an accumulation of waste materials required removal. (Quinn Discovery Responses, ¶6.(c); Feldman State depo., pp. 113-114).

159. The area managers at K.J. Quinn and Co., Inc. between fiscal year 1976 and fiscal year 1980 were E. Donovan, F. Fitzgerald, and A. Bruzzeze at the Malden plant and A. MacKinnon and J. Beckman at the Seabrook plant. (Quinn Discovery Responses, ¶6.(c)).

160. Exhibit C to the Discovery Responses of K.J. Quinn & Co., Inc. is a listing of the purchase orders from fiscal year 1976 through fiscal year 1980 which state the wastes removed by Service Pumping and Drain Co. from K.J. Quinn and Co., Inc.'s Malden, MA and Seabrook, N.H. plants. Said listing indicates the date of each purchase order, the type or types of wastes covered by each purchase order, and the number of 55-gallon drums of wastes, 5 gallon pails of wastes, and/or settling basin cleanings for each purchase order. The numbers listed under "Liquid" and "Solid" in said Exhibit C refer to numbers of 55-gallon drums. (Quinn Discovery Responses, ¶6.(b) and Exhibit C)

161. As set forth in Exhibit C to the Discovery Responses of K.J. Quinn & Co., Inc., K.J. Quinn and Co., Inc. transferred the following amounts of its wastes, aside from wastes from settling basin cleanings, to Service Pumping and Drain Co. for removal between fiscal years 1976-1980:

<u>Fiscal year</u>	<u>Type of Waste</u>		<u>5-gallon pails</u>
	<u>55-gallon drums</u>		
	<u>Liquid</u>	<u>Solid</u>	
1976	477	117	
1977	940	526	
1978	1035	453	
1979	1465	360	522
1980	80		
Total (F.Y.'76 - '80)	3997	1456	522

(Quinn Discovery Responses, Exhibit C)

162. Nineteen barrels of wastes that were transferred by Quinn to Service Pumping and Drain Co., Inc., barrel and all, in August of 1978 contained water slops.

(Quinn Discovery Responses, Exhibit C, p.6; Quinn purchase order No. 0336; Mottolo work ticket dated August 28, 1978)

163. In 1979, Ottati and Goss charged K.J. Quinn and Co., Inc. \$22.00 a pail for the disposal of K.J. Quinn and Co., Inc.'s 5-gallon pails.

(Ottati Stipulation, No. 26 and Ottati February 1979 bill to Quinn)

164. The phrase "Not at Raymond" on Exhibit C to the Discovery Responses of K. J. Quinn & Co., Inc. next to the entries for

the January 5, 1979 purchase order for 21 barrels of Quinn Malden solid wastes,
the January 30, 1979 purchase order for 20 barrels of Quinn Malden solid wastes,
the December 27, 1978 purchase order for 20 barrels of Quinn Seabrook solid wastes,
the December 28, 1978 purchase order for 20 barrels of Quinn Seabrook solid wastes,
the December 29, 1978 purchase order for 20 barrels of Quinn Seabrook solid wastes, and
the January 4, 1979 purchase order for 20 barrels of Quinn Seabrook solid wastes

refers to the fact that Richard Mottolo stated that he did not take Quinn's solid wastes to his site in Raymond, New Hampshire after September or October 1978, in the deposition taken of him in State of New Hampshire, et al., v. Richard A. Mottolo, et al., The State of New Hampshire, Superior Court, Rockingham Co., #E-952-79 on June 21, 1979.

(Feldman State depo., p. 61)

165. The phrase "Not at Raymond" is listed on Exhibit C to the Discovery Responses of K. J. Quinn & Co., Inc. in connection with 121 barrels of solid wastes.

(Quinn Discovery Responses, Exhibit C)

166. The number of barrels of solid wastes K. J. Quinn and Co., Inc. transferred to Service Pumping and Drain Co. for disposal between fiscal year 1976 and fiscal year 1980, as stated on Exhibit C to the Discovery Responses of K. J. Quinn & Co., Inc., minus the number of barrels of solid wastes which are listed as being "Not at Raymond" on Exhibit C to the Discovery Responses of K. J. Quinn & Co., Inc. is 1335 barrels of solid wastes.

(Quinn Discovery Responses, Exhibit C)

167. Between January 1976 and December 1978, the only company or person which served as a disposer of either liquid or solid waste for K. J. Quinn and Co., Inc.'s Malden and Seabrook plants, aside from rubbish and trash, was Richard Mottolo, d/b/a Service Pumping and Drain Co.

(Feldman State depo., pp. 91 and 146)

168. Waste materials generated by K. J. Quinn and Co., Inc. between fiscal year 1976 and fiscal year 1980 were generally segregated into one of three categories: solvent based liquid, water based liquid, or solid.

(Quinn Discovery Responses ¶6.(c))

169. "Liquid" materials in Exhibit C to the Discovery Responses of K. J. Quinn & Co., Inc. refers to pumpable materials. "Solid" materials in Exhibit C refers to materials that were not pumpable. These "solid" materials could be in the form of a very thick liquid, a gel or a solid.

(Feldman State depo., pp. 42-43)

170. Waste materials from Quinn's Malden and Seabrook plants that were considered to be "solid" wastes by Quinn, because the consistency of the material did not lend itself to being pumped, could have some liquids or solvents in them.

(Feldman State depo., p. 110)

171. Between fiscal year 1976 and fiscal year 1980, by "solid" waste materials, K. J. Quinn and Co., Inc. meant material that was not pumpable or flowable and had to be disposed of with the container.

(Quinn Discovery Responses ¶6.(c))

172. Among the wastes transferred by K. J. Quinn and Co., Inc. to Service Pumping and Drain Co. for disposal were "Obsolete & Bad inventory" from Staley Chemical Co., Kearny, N. J.

(Quinn Discovery Responses, Exhibit C)

173. A. E. Staley is a large chemical corporation from which Quinn acquired a manufacturing division called the flushing leather finish division.

(Feldman State depo., p. 116)

174. The phrase "Obsolete & Bad inventory from Kearny, N.J., A. E. Staley" on Exhibit C to the Discovery Responses of K.J. Quinn & Co., Inc. refers to liquids which were obsolete in the sense of no longer being part of Quinn's product line and not usable for purposes of blending and reworking with other products to obtain an acceptable product and therefore were disposed of as waste.

(Feldman State depo., pp. 115-117)

175. The barrels of wastes that were and are disposed of by K. J. Quinn and Co., Inc. from its Seabrook, N.H. and Malden, MA plant can contain a mixture of a number of different substances. Some of the barrels contained different solvents as well as different materials that are dissolved in the solvents. (Feldman State depo., pp. 100-101)

176. The percentage of solvent in a particular Quinn material does not necessarily relate to whether the material is pumpable. Different materials at the same concentration of solvent may have different viscosities. (Karcher State depo., p. 48)

177. Barrels of solid wastes from the production of 100% solids polyurethane elastomers in pellet and granular form at Quinn's Seabrook plant (Seabrook production "A" on Exhibit D to the Discovery Responses of K. J. Quinn & Co., Inc). would have contained a small percentage of solvents. (Feldman State depo., pp. 109-110)

178. One source of Quinn solid wastes were off-specification products where the reaction has gone wrong. The products congeal to the consistency where they are no longer in liquid form and the fluidity of the product has diminished to the point where the material is no longer pumpable. (Feldman State depo., p. 114)

179. Quinn products could be off-specification for reasons other than diminished fluidity. (Feldman State depo., p. 114)

180. The major source of Quinn solid wastes between 1975 and 1978 was off-specification products.

(Feldman State depo., pp. 114-115)

181. The term "water slop" as used by K. J. Quinn and Co., Inc. means materials where the carrying medium is water rather than solvent.

(Feldman State depo., p. 118)

182. Quinn "water slops" could contain resins in water medium.

(Feldman State depo., p. 118)

183. The term "slops" as used by Quinn referred to waste materials, including washings and off-specification products.

(DeNuzzio State depo., p. 45)

184. The term "slop" as used by Quinn was a generic term used for waste material, which could be liquid or solid.

(Feldman Ottati depo., p. 113)

185. The colors of Quinn's polyurethane coatings include and included clear, white, black, and red.

(Feldman Ottati depo., p. 92)

186. The colors of Quinn's acrylic coatings include and included a translucent, milky color.

(Feldman Ottati Deposition, p. 92)

187. The colors of Quinn's lacquers include and included red, green, blue, orange, and all colors of the rainbow.

(Feldman Ottati depo., p. 93)

188. As a rule, Quinn did not analyze its wastes during the period January 1, 1970 through June 1, 1979, except as indicated in 189 below.

(Defendant K. J. Quinn and Co., Inc.'s Answers to Plaintiff State of New Hampshire's Interrogatories, A.13, p. 7, in State of New Hampshire, et al. v. Richard A. Mottolo, et al., The State of New Hampshire Superior Court, Rockingham Co., #E-952-79.)

189. Some analytical work on slops and reclaimed solvents was started by Quinn on May 31, 1979 for the purpose of determining the feasibility and cost efficiency of reclamation or recycling of wastes by the company. The results of this analytical work is contained in the K. J. Quinn and Co., Inc. Analytical Reports attached as Exhibits A, B, and C hereto. The results of analyses of Quinn waste "Slops" from the "Resin" building contained in Exhibit C state that the wastes analyzed contained isopropanol, methyl ethyl ketene (MEK), toluol, xylol, and dimethyl formamide (DMF). The results of analyses of reclaimed solvents from reclamation of Quinn wastes contained in Exhibits A and B state that the reclaimed solvents contained isopropanol, methyl ethyl ketone (MEK), n-propyl acetate, methyl cellosolve, methyl isobutyl ketone (MIBK), toluol, butyl acetate, xylol, dimethyl formamide (DMF), and cellosolve acetate.

(Quinn response to the First Set of Interrogatories to K.J. Quinn and Co., Inc, No. 5; Exhibits A, B, and C attached hereto)

190. At all relevant times the characteristics of the waste products of Defendant K. J. Quinn & Co., Inc. were generally flammability, toxicity, acidity, or a possible irritant to the skin and eyes.

(Ottati Stip., pp. 3-4, #16)

191. Some of the wastes produced by K. J. Quinn and Co., Inc. were ignitable.

(DeNuzzio State depo., p. 38)

192. Some of the wastes produced by K. J. Quinn and Co., Inc. had a flash point below 140 degrees Fahrenheit.

(DeNuzzio State depo. p. 39)

193. Some of the wastes produced by K. J. Quinn and Co., Inc. were irritants if improperly handled.

(DeNuzzio State depo., p. 38)

194. Some of the wastes produced by K.J. Quinn and Co., Inc. were skin sensitizers, e.g. contact with them might generate a rash.

(DeNuzzio State depo., p. 41)

195. Some of the wastes produced by K. J. Quinn and Co., Inc. were toxic, where toxic wastes are defined as wastes which if improperly handled produce harmful effects on humans.

(DeNuzzio State depo., p. 37)

196. Some of the wastes produced by K. J. Quinn and Co., Inc. were reactive.

(DeNuzzio State depo., p. 40)

197. At all relevant times there have been specifically designated areas at Quinn's Seabrook, N.H. and Malden, MA plants for the storage of drums containing waste materials. In these areas certain safety precautions were and are taken because flammables are handled there. The safety precautions include and included no smoking signs, use of ground wires to preclude ignition by static sparks, and big signs that flammables are handled there.

(Feldman State depo., pp. 98-99; Feldman Ottati depo., p. 134)

198. Marnin Feldman was and is familiar with the hazardous characteristics of substances used by Quinn in its manufacturing processes based on his training as a chemical engineer.

(Feldman State depo., pp. 81-82)

199. At a time during the period 1975 to 1979, Marnin Feldman told Richard Mottolo that the Quinn waste materials in the barrels of liquids contained organic solvents that were flammable and which could be irritants and that the waste materials in the barrels must be treated as flammable and that Mottolo's employees should utilize protective clothing and ensure that there was no source of ignition or tools that could cause a spark near the wastes.

(Feldman State depo., pp. 34, 123)

200. At a time during the period of 1975 to 1979, Marnin Feldman told Richard Mottolo that the barrels of solid wastes generated by Quinn's Seabrook and Malden plants contained non-pumpable congealed product, that they had the same characteristics

as the liquid wastes, that they were flammable, and that Mottolo should exercise the same cautions on both the liquids and the solids.

(Feldman State depo., p. 124)

201. During at least the 1978-1979 time period, some of the wastes produced by Quinn were flammable, some were toxic if fumes from them were breathed, some were irritating to the skin, and others would be dangerous to the eyes if splashed in the eyes.

(Feldman Ottati depo., p. 132)

202. One of Robert Karcher's duties, as assistant technical director at K. J. Quinn and Co., Inc. between at least 1975 and 1979, was to be familiar with the hazardous characteristics of the materials that Quinn uses and produces.

(Karcher State depo., p. 7)

203. Robert Karcher, on behalf of K. J. Quinn and Co., Inc., prepared Exhibit D to the Discovery Responses of K. J. Quinn and Co., Inc.

(Karcher State depo., p. 2)

204. "Aromatic 100" on Exhibit D to the Discovery Responses of K. J. Quinn & Co., Inc. is a trade name of Exxon for one of Exxon's products which consists primarily of aromatic hydrocarbons and which has a flash point of about 105° Fahrenheit.

(Karcher State depo., p. 13-A)

205. All or most of the solvents listed on page 5 of Exhibit D to the Discovery Responses of K. J. Quinn & Co., Inc. are either combustible, where "combustible" is defined as a substance having a flash point between 100 and 140 degrees

Fahrenheit, or flammable, where "flammable" is defined as a substance having a flash point of under 100 degrees Fahrenheit.

(Karcher State depo., pp. 14-15)

206. Ketones and aromatic hydrocarbons generally have to be treated as combustible or flammable with regard to precautions for disposal.

(Karcher State depo., p. 14)

207. All the solvents listed on page 5 of Exhibit D to the Discovery Responses of K. J. Quinn & Co., Inc. can be skin irritants because they remove the natural oils from the skin.

(Karcher State depo., p. 14)

208. A major hazard or concern with regard to Quinn's waste products from the processes listed in Exhibit D to the Discovery Responses of K. J. Quinn & Co., Inc. was and is flammability.

(Karcher State depo., p. 27)

209. The polyurethane products that were made in solution form with solvents at Quinn's Seabrook plant would be considered flammable or combustible by virtue of the solvent present in the solution of urethane resin.

(Karcher State depo., p. 112)

210. The term "NCO" on Exhibit D to the Discovery Responses of K. J. Quinn & Co., Inc. refers to a chemical group in isocyanates that is reactive for cross linking and curing. It will react with ^{water}~~waste~~ and polyols.

(Karcher State depo., pp. 31-32)

211. Robert Karcher has been to the Mottolo site on Blueberry Hill Road in Raymond, N.H. While he was there, he observed two

five-gallon pails which had "K. J. Quinn" stencilled on the cover, which marking appeared to be the type of marking placed on such pails by one of Quinn's raw material suppliers. While he was there, he also removed a piece of paper from a 55-gallon drum which had a lot number on it that he could identify as having come from Quinn.

(Karcher State depo., pp. 32-34)

212. In the spring of 1979, Robert Karcher, of K. J. Quinn and Co., Inc. and Thomas Roy, of the State of New Hampshire, took 12 samples from the dump at the Mottolo site on Blueberry Hill Road in Raymond, New Hampshire. Ten of the samples were taken by Karcher and Roy from drums. Two of the samples were taken from the top of the landfill by Roy. The drums that were sampled by Karcher and Roy were drums that were easily accessible and could be opened. These 12 samples were analyzed by K. J. Quinn and Co., Inc.'s laboratory.

(Karcher State depo., pp. 34-38; Quinn Analytical Reports for Samples No. 1-12 for Raymond, N.H. Site dated June 25, 1979)

213. Analysis by Quinn of Sample No. 1 of the 12 samples taken by Karcher and Roy referred to in 212 above indicated that the sample was of a product that could be Quinn's. That material contained aromatic polyester urethane, with some cellulose nitrate, and the solvents methyl ethyl ketone, dimethyl formamide, toluene, and xylene.

(Karcher State depo., p. 37; Quinn Analytical Report for Sample No. 1)

214. Analysis by Quinn of Sample No. 2 of the 12 samples taken by Karcher and Roy referred to in 212 above indicated that the sample was of a drum which contained cellosolve solvent. (Karcher State depo., p. 37)

215. Analysis by Quinn of Sample No. 3 of the 12 samples taken by Karcher and Roy referred to in 212 above indicated that the sample contained methyl methacrylate and xylene. (Karcher State depo., p. 38)

216. Samples Nos. 4 and 5 of the 12 samples taken by Karcher and Roy referred to in 212 above were from the same drum. It appeared that most of the material that was originally in the drum had leaked out. Both the liquid in the drum (Sample No. 3) and the solids floating on top of the drum (Sample No. 4) were sampled. (Karcher State depo., pp. 39-40)

217. Analysis by Quinn of Sample No. 4 of the 12 samples taken by Karcher and Roy referred to in 212 above indicated that the sample was 97.84 percent rain water with a trace of solvents. The solvents contained in the trace are substances used by Quinn, butyl acetate and cellosolve acetate. (Karcher State depo., pp. 39-40; Analytical Report for Sample No. 4)

218. Analysis by Quinn of Sample No. 5 of the 12 samples taken by Karcher and Roy referred to in 212 above indicated that the sample, which was of solids, was polyurethane. Quinn makes polyurethane. (Karcher State depo., p. 40)

219. Analysis by Quinn of Sample No. 6 of the 12 samples taken by Karcher and Roy referred to in 212 above indicated that the sample contained 17.2 percent solids and that it was a polyurethane and a solvent system, which was composed of methanol, methyl ethyl ketone and methyl isobutyl ketone. The composition of the sample indicated that the product in the drum could have come from Quinn.

(Karcher State depo., p. 40)

220. Sample No. 7 of the 12 samples taken by Karcher and Roy referred to in 212 above was taken from a drum that had two or three five-gallon pails squeezed into it.

(Karcher State depo., pp. 40-41)

221. Sample No. 9 of the 12 samples taken by Karcher and Roy referred to in 212 above was from a stream of solidified resin that had leaked out from the cover of a drum and was light tan or yellow in color and very hard. This drum was the drum which had the piece of paper with the lot number on it which was referred to in 211 above.

(Karcher State depo., p. 41)

222. Analysis of Sample No. 9 of the 12 samples taken by Karcher and Roy referred to in 212 above indicated that the sample was cellulose nitrate. Cellulose nitrate is a flammable substance. Cellulose nitrate is a common raw material used to make nail polish, metal lacquers, and wood lacquers. Cellulose nitrate is a substance that could have come from Quinn.

(Karcher State depo., pp. 41-42)

223. Analysis of Sample No. 11 of the 12 samples taken by Karcher and Roy referred to in 212 above by Quinn indicated that it was polymethyl methacrylate resin.

(Karcher State depo., pp. 42-43)

224. Analysis of Sample No. 12 of the samples taken by Karcher and Roy referred to in 212 above was probably the reaction product of an isocyanate and water. It probably was from Quinn's Seabrook plant. The isocyanate was diphenyl methane diisocyanate MDI. The sample still contained some unreacted NCO. Its appearance was a white and tan brittle solid powder.

(Karcher State depo., p. 42; Analytical Report for Sample No. 12)

225. Marnin Feldman asked Richard Mottolo if he was licensed in 1975 but did not ask Richard Mottolo to produce a license or a license number in 1975.

(Feldman State depo., pp. 126-127)

226. In about the fall of 1978, Marnin Feldman asked Richard Mottolo if he was applying for the license or licenses required by the State of Massachusetts for the disposal of waste material. Richard Mottolo told him that he did not have such a license or licenses.

(Feldman State depo., pp. 58, 148-149)

227. The discussion in the fall of 1978 was not the first time Marnin Feldman had asked Richard Mottolo about a license. Marnin Feldman asked Richard Mottolo about whether he was licensed about a year to six months before the fall of 1978.

(Feldman State depo., p. 58)

228. The reason why Marnin Feldman asked Richard Mottolo about whether he was licensed about a year to six months before the fall of 1978 was that Robert Karcher, then Assistant Technical Director at Quinn, had made Marnin Feldman aware that there was a licensing procedure in Massachusetts for disposal of wastes and had either put a note on Marnin Feldman's desk to that effect or given Marnin Feldman a copy of the legislation concerning the Massachusetts licensing requirements.

(Feldman State depo., pp. 58-59)

229. In the discussion between Marnin Feldman and Richard Mottolo about a year to six months before the fall of 1978 about whether Richard Mottolo was licensed, Richard Mottolo told Marnin Feldman that he was not licensed.

(Feldman State depo., pp. 58-59, 126, 148-149)

230. Although Marnin Feldman knew in 1978 that Richard Mottolo did not have a state license, Quinn continued to have Richard Mottolo remove Quinn's wastes.

(Feldman State depo., pp. 149-150, Exhibit C to the Quinn Discovery Responses)

231. Richard Mottolo told Marnin Feldman that he would not reveal the location he was taking Quinn's wastes.

(Feldman State depo., pp. 40, 49-50)

232. Marnin Feldman never told Richard Mottolo that K. J. Quinn and Co., Inc. would cease doing business with him if Richard Mottolo would not tell him where Service Pumping and Drain Co. was taking Quinn's wastes.

(Feldman State depo., pp. 141-142)

233. Marnin Feldman either did not ask Richard Mottolo for references or does not remember asking Richard Mottolo for references as to his capabilities concerning disposal of wastes. (Feldman State depo., p. 137)

234. Marnin Feldman never asked Richard Mottolo whether he had any special education or training in disposing of the solid waste materials generated by Quinn. (Feldman State depo., p. 143)

235. One of K. J. Quinn and Co., Inc.'s concerns about waste disposal between 1975 and 1979 was the cost of waste disposal ("slop removal") and reducing the expense of waste disposal to the company.

(Intra-Company Correspondence from M. Feldman to A. DeNuzzio, dated January 28, 1975, p. 1, ¶ 3; Intra-Company Correspondence from Al DeNuzzio to John Dore/Eddie Donovan, dated July 14, 1975, p. 1, ¶¶ 1 and 3, p. 2, ¶ 2; Memorandum from Sam Gray to Al DeNuzzio, Ed Donovan, Munch Feldman, Frank Fitzgerald, Leo Reilly, Tony Bruzzeze, Bob Taylor, Al MacKinnon, dated April 20, 1977, ¶ 1; Intra-Company Correspondence from Larry Fitch to Sam Gray, dated May 12, 1977; Memorandum from Sam Gray to Al DeNuzzio, Ed Donovan, Munch Feldman, Frank Fitzgerald, Leo Reilly, Tony Bruzzeze, John Beckman, Al MacKinnon, Bob Karcher, John Dore, dated January 2, 1979, ¶ 1; DeNuzzio State depo., pp. 31, 194)

236. Marnin Feldman did not have some particular background that made him capable of handling the disposal of waste materials. (Feldman State depo., p. 78)

237. Between 1975 and 1979 Marnin Feldman did not receive any educational training such as seminars concerning the handling of waste materials.

(Feldman State depo., pp. 79-80)

Respectfully submitted,

W. STEPHEN THAYER, III
United States Attorney

DOUGLAS J. MILLER
Assistant United States Attorney

Elizabeth Yu

ELIZABETH YU
Attorney, Environmental Enforcement
Section
Land and Natural Resources Division
U.S. Department of Justice, Rm. 1259
10th St. & Pennsylvania Ave., N.W.
Washington, D.C. 20530
(202) 633-2778

Date: October 23, 1984

CERTIFICATE OF SERVICE

I hereby certify that I have this date caused to be served by first class mail a copy of the foregoing United States' First Requests for Admissions by Each of the Defendants Richard Mottolo, Service Pumping and Drain Co., Inc., K.J. Quinn and Co., Inc., Lewis Chemical Corporation and Carl Sutera on the following party and counsel for parties:

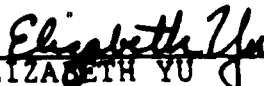
Mr. Carl Sutera, pro se
118 Richmond St.
Boston, MA 02109

Mr. Carl Sutera, pro se
Lewis Chemical Corp.
12 Fairmount Court
Hyde Park, MA 02136

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Stark & Peltonen
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ELIZABETH YU
Attorney, Environmental Enforcement
Section
Land and Natural Resources Division
U.S. Department of Justice, Rm. 1259
10th St. & Pennsylvania Ave., N.W.
Washington, D.C. 20530
(202) 633-2778

Date: October 23, 1984

ANALYTICAL REPORT

PRODUCT: *Residual Solvent, drums # 1, 2, 3, 4* DATE: *5/3/79*

MFG BY: *KJQ (5-25-79)*

USE:

CUSTOMER: SALESMAN: CHEMIST: *T. Bruggess*

WORK REQUESTED:

SOLIDS: SP. GR. LBS/GAL. OZ./GAL. pH

VISCOSITY: GLOSS B W FLASH POINT: Cup:

INFRARED SPECTRA # *22983* BOOK # *80* G.C. # *779, 780, 781, 782*

ANALYSIS

Drum #1 %	Drum #2 %	Drum #3 %	Drum #4 %
<i>Isopropanol 4.81</i>	<i>4.13</i>	<i>3.22</i>	<i>2.59</i>
<i>MEK 74.70</i>	<i>70.14</i>	<i>69.74</i>	<i>65.56</i>
<i>n-propyl acetate 1.28</i>	<i>1.41</i>	<i>1.25</i>	<i>1.62</i>
<i>methyl cellosolve 1.41</i>	<i>1.86</i>	<i>2.77</i>	<i>3.07</i>
<i>MIBK 0.66</i>	<i>0.85</i>	<i>0.84</i>	<i>0.74</i>
<i>Toluol 9.51</i>	<i>11.6</i>	<i>10.53</i>	<i>10.79</i>
<i>Butyl Acetate 0.95</i>	<i>1.39</i>	<i>1.34</i>	<i>1.54</i>
<i>Xylol 2.81</i>	<i>3.64</i>	<i>3.78</i>	<i>4.96</i>
<i>DMF 0.71</i>	<i>0.81</i>	<i>1.23</i>	<i>1.66</i>
<i>Cellosolve Acetate 3.12</i>	<i>4.18</i>	<i>5.31</i>	<i>7.48</i>

Gary M. Kitchell

ANALYTICAL REPORT

PRODUCT: <i>Reclaimed Solvent #2, #3, #4, #5</i>		DATE: <i>5/31/79</i>
MFG. BY: <i>KJQ (5-24-79)</i>		
USE:		
CUSTOMER:	SALESMAN:	CHEMIST: <i>T. Bruggese</i>
WORK REQUESTED:		
SOLIDS:	SP. GR.	LBS./GAL.
VISCOSITY:	GLOSS B W	FLASH POINT: Cup:
INFRARED SPECTRA # <i>22982</i>	BOOK # <i>80</i>	G.C. # <i>775, 776, 777, 778</i>

ANALYSIS

All samples had yellowish appearance.

<u># 2</u>		<u># 4</u>	
1	<i>Isopropanol</i>	<i>1.9 %</i>	<i>Isopropanol</i>
			<i>1.33 %</i>
1	<i>MEK</i>	<i>81.5 %</i>	<i>MEK</i>
			<i>78.07 %</i>
2	<i>Toluol</i>	<i>7.24 %</i>	<i>Toluol</i>
			<i>8.44 %</i>
2	<i>Xylol</i>	<i>1.36 %</i>	<i>Xylol</i>
			<i>1.68 %</i>
1	<i>DMF</i>	<i>8.01 %</i>	<i>DMF</i>
			<i>10.48 %</i>
<u># 3</u>		<u># 5</u>	
	<i>Isopropanol</i>	<i>1.96 %</i>	<i>Isopropanol</i>
			<i>1.9 %</i>
	<i>MEK</i>	<i>81.2 %</i>	<i>MEK</i>
			<i>73.21 %</i>
	<i>Toluol</i>	<i>7.64 %</i>	<i>Toluol</i>
			<i>9.41 %</i>
	<i>Xylol</i>	<i>1.26 %</i>	<i>Xylol</i>
			<i>2.03 %</i>
	<i>DMF</i>	<i>7.94 %</i>	<i>DMF</i>
			<i>13.45 %</i>

Gary M. Kischell

ANALYTICAL REPORT

PRODUCT: *Slope (Green Bld)* | DATE: *5/31/79*

MFG. BY: *K.J.G (5-24-79)*

USE:

CUSTOMER: | SALESMAN: | CHEMIST: *T. Bruggess*

WORK REQUESTED:

SOLIDS: *6.1 %* SP. GR. | LBS/GAL.: | OZ./GAL. | pH

VISCOSITY:	GLOSS B W			FLASH POINT: Cup:

INFRARED SPECTRA # | BOOK # | G.C. # *783*

	ANALYSIS
	%
<i>Isopropanol</i>	<i>2.22</i>
<i>MEK</i>	<i>48.1</i>
<i>n-Propyl Acetate</i>	<i>1.29</i>
<i>Methyl Cellosolve</i>	<i>3.12</i>
<i>MIBK</i>	<i>1.04</i>
<i>Toluol</i>	<i>10.2</i>
<i>Butyl Acetate</i>	<i>1.62</i>
<i>Xylol</i>	<i>7.6</i>
<i>DMF</i>	<i>3.73</i>
<i>Cellosolve Acetate</i>	<i>21.12</i>

Gary M. Kitchell

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF NEW HAMPSHIRE

* * * * *
UNITED STATES OF AMERICA, *
PLAINTIFF *
V. * CIVIL ACTION NO. *
RICHARD MOTTOLO, et al., * C-83-547-D *
DEFENDANTS *
* * * * *

DEFENDANT, K. J. QUINN & CO., INC.'S RESPONSE
TO THE UNITED STATES' FIRST REQUESTS FOR ADMISSIONS

NOW COMES the Defendant K. J. Quinn & Co., Inc., and in response to the United States' first requests for admissions states as follows:

- 1) K. J. Quinn & Co., Inc. stands on the answer it filed in this action.
- 2) K. J. Quinn & Co., Inc. stands on the answer it filed in this action.
- 3 - 28) See objections.
- 29) Denied.
- 30) Admitted.
- 31 - 60) See objections.
- 61) Admitted.
- 62) Admitted.
- 63) Admitted.

64) Admitted, however, other products are manufactured which are used by other customers for other uses.

65 - 85) Admitted.

86) See objections.

87 - 97) Admitted.

98) Denied. This amounts to a deliberate misconstrual of cited testimony.

99 - 101) Admitted.

102 - 104) See objections.

105 - 107) Admitted.

108 - 109) See objections.

110 - 113) Admitted.

114) Denied. This amounts to a deliberate misconstrual of cited testimony.

115) Denied. Please refer to the deposition of Marnin Feldman taken on the day before Thanksgiving.

116) Admitted.

117) See objections.

118 - 122) Admitted.

123 - 125) See objections.

126 - 129) Admitted.

130) We stand on our discovery responses.

131) Denied.

132 - 137) Admitted.

138) This appears to be a correct statement based upon the very limited knowledge and documentation available.

139 - 140) Admitted.

- 141) See objections.
- 142) K. J. Quinn & Co., Inc. admits that an agreement was reached but has no recollection as to the exact date.
- 143) Admitted.
- 144) See objections.
- 145) Denied.
- 146 - 148) Admitted.
- 149) See objections.
- 150) K. J. Quinn & Co., Inc. does not know the date when Mottolo began disposing of materials.
- 151 - 159) Admitted.
- 160 - 161) See objections.
- 162) Admitted, however, water slops here refer to a solidified, water-based product.
- 163) See objections.
- 164) Admitted.
- 165) The statement referred to was put on the tabulation sheet based upon information provided by Richard Mottolo.
- 166) Admitted.
- 167) Denied.
- 168 - 169) Admitted.
- 170) See objections.
- 171) Admitted, however, the term solid also refers to materials that could not be made pourable.
- 172) Denied.
- 173) Denied. The name of the division was the Newark Leather Finishing Division.

174 - 175) Admitted.

176) Admitted, to the extent that "Quinn material" refers to Quinn waste material.

177) Denied.

178 - 180) Admitted.

181) The term "water slop" refers to material where the carry medium was originally water rather than solvent.

182) See objections.

183 - 187) Admitted.

188 - 190) See objections.

191 - 205) Admitted.

206 - 207) See objections.

208 - 217) Admitted.

218) K. J. Quinn & Co., Inc. admits to the first sentence of Request No. 218. See objections to the remainder of the request.

219) K. J. Quinn & Co., Inc. admits to the first sentence of Request No. 219. See objections to the remainder of the request.

220 - 221) Admitted.

222) K. J. Quinn & Co., Inc. admits to the first three sentences of Request No. 222. See objections with regard to the fourth sentence.

223) Admitted.

224) See objections.

225 - 229) Admitted.

230) See objections.

231) Admitted.

232) See objections.

233) No specific recollection exists of the requests for references but it is likely that Mr. Feldman did check references.

234 - 235) Admitted.

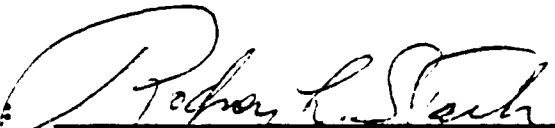
236) See objections.

237) Denied.

Respectfully submitted,
K. J. QUINN & CO., INC.
By its attorneys,
STARK & PELTONEN, P. A.

Dated: December 14, 1984

By:


Rodney L. Stark, Esq.
67 Central Street
Manchester, N. H. 03101
Tel: (603) 627-4111

CERTIFICATE OF SERVICE

I hereby certify that I have this 14th day of December, 1984, forwarded a copy of the foregoing Response to Mr. Carl Sutera, Claudia C. Damon, Esquire, Lynn D. Morse, Esquire, Elizabeth Yu, Esquire, and Peter Beeson, Esquire.


Rodney L. Stark, Esquire

IN THE UNITED STATES DISTRICT COURT U.S. DISTRICT COURT
FOR THE DISTRICT OF NEW HAMPSHIRE DISTRICT OF N.H.
FILED

APR 26 9 33 AM '85

UNITED STATES OF AMERICA,)
)
 Plaintiff,)

v.)

Civil No. 83-547-D

RICHARD MOTTOLO, et al.,)
)
 Defendants.)

Date: MAY 15 1985
Motion granted, Rule 11.
No objection by opposing counsel.

THE STATE OF NEW HAMPSHIRE,)
)
 Plaintiff,)

James R. Star, Clerk

v.)

Civil No. 84-90-D

RICHARD MOTTOLO, et al.,)
)
 Defendants.)

MOTION TO FORMALLY ESTABLISH THAT THE UNITED STATES' FIRST REQUEST FOR ADMISSIONS AND THE UNITED STATES' FIRST REQUEST FOR ADMISSIONS CONCERNING DOCUMENTS ARE DEEMED ADMITTED BY RICHARD MOTTOLO AND SERVICE PUMPING AND DRAIN CO., INC.

The United States, by its undersigned counsel, hereby moves the Court to formally establish that (1) the United States' First Request for Admissions by Each of the Defendants Richard Mottolo, Service Pumping and Drain Co. Inc., K.J. Quinn and Co., Inc., Lewis Chemical Corporation and Carl Sutera and (2) the United States' First Request for Admissions Concerning Documents to All Defendants are deemed admitted by Richard Mottolo and Service Pumping and Drain Co., Inc. As its reasons therefor, the United States states as follows:

Copy To Counsel
With Order Thereon

Call case 90 11/2-17 79

APPENDIX A - Exhibit 5

*Attachment
- separate folders*

DEPARTMENT OF JUSTICE
RECORDED
42 MAY 21 1985
LANDS DIVISION
POLLUTION ENFORCEMENT

142

IN THE UNITED STATES DISTRICT COURT U.S. DISTRICT COURT
 FOR THE DISTRICT OF NEW HAMPSHIRE DISTRICT OF N.H.
 FILED

APR 26 9 33 AM '85

UNITED STATES OF AMERICA,)
)
 Plaintiff,)

v.)

RICHARD MOTTOLO, et al.,)
)
 Defendants.)

Civil No. 83-547-D

Date: **MAY 15 1985**
 Motion granted, Rule 11.
 No objection by opposing counsel.

James R. Star, Clerk

THE STATE OF NEW HAMPSHIRE,)
)
 Plaintiff,)

v.)

RICHARD MOTTOLO, et al.,)
)
 Defendants.)

Civil No. 84-90-D

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Copy To Counsel
 With Order Thereon

all encl

90 11/2-17

APPENDIX A - Exhibit 5

attached in separate folders

DEPARTMENT OF JUSTICE		R E C O R D
42	MAY 21 1985	
LANDS DIVISION		
POLLUTION ENFORCEMENT		

142

79

THE STATE OF NEW HAMPSHIRE

Rockingham, ss.

Superior Court

April Term, 1979 -
#E-952-79

State of New Hampshire
and Town of Exeter

vs.

Richard J. Mottolo and
K. J. Quinn & Co., Inc.

DISCOVERY RESPONSES OF DEFENDANT K. J. QUINN & CO., INC.

WHEREAS the parties to the above-captioned action entered into a stipulation on June 12, 1979, providing for early discovery and temporary relief; and

WHEREAS paragraph 6 of said stipulation provides that the defendant K. J. Quinn & Co., Inc. shall submit to early discovery and agrees to produce the statements and documents requested therein by June 29, 1979;

NOW, THEREFORE, comes the defendant K. J. Quinn & Co., Inc. and responds to the correspondingly lettered sub-parts of said paragraph 6 of said stipulation as follows, to wit:

6.(a). From 1975 to 1979, the waste removal services performed by Service Pumping & Drain Co. for K. J. Quinn & Co., Inc. were contracted by verbal instructions from Munch Feldman to Richard Mottolo or his secretary. Said verbal instructions included type, quantity, location of waste materials and order number. This agreement was always confirmed by a written purchase order mailed within a day or two. All prices, terms and con-

ditions were based on Service Pumping & Drain Co.'s quotations of July 31, 1975 (annexed hereto as Exhibit A-1), January 22, 1976 (Exhibit A-2), and October 31, 1977 (Exhibit A-3). On infrequent occasions, in the absence of Munch Feldman, verbal requests for waste removal were made by Mr. L. Fitch or Mr. A. Bruzzese. From 1970 through 1975, Service Pumping & Drain Co. was engaged by written purchase order on an annual basis to pump out and remove the sediment from Quinn's four M.D.C. settling basins at 195 and 149 Canal Street in Malden, Massachusetts.

Documents. Copies of purchase orders from June 1978 through May 1979 are annexed hereto as Exhibit B.

A listing of purchase orders from fiscal year 1976 through fiscal year 1980 is annexed hereto as Exhibit C. Said list indicates the dates of the purchase orders, the type of waste, and the number of drums of waste. The numbers listed under "Liquid" and "Solid" refer to 55-gallon drums, as hereinafter described in 6.(c). Due to defendant's document destruction policy, purchase orders prior to fiscal year 1977 (beginning March 1, 1976) are not available. Purchase orders from March 1, 1976 to June 1978 are voluminous in number; therefore, defendant does not attach same hereto. However, defendant states that said purchase orders may be inspected by the plaintiff at a mutually convenient time and upon reasonable notice at the office of Nutter, McClennen & Fish, Federal Reserve Plaza, 600 Atlantic Avenue, Boston, Massachusetts.

6.(b). See documents annexed hereto as Exhibit D.

6.(c). All waste materials generated by K. J. Quinn & Co., Inc. are collected in 55-gallon, openhead, heavy duty 17H steel drums, except for a very small amount in 55-gallon fiber drums, stored in a specially designated area out of doors, marked and segregated into one of the three following categories: solvent based liquid, water based liquid, or solid. The latter category, solid waste, meant that the material was not pumpable or flowable and had to be disposed with the container. In the first two categories, water or solvent based liquid, the product would be removed from the drum by a pump into a tank truck and disposed of in bulk.

Disposal was arranged with Service Pumping & Drain Co. in units of 2,000 gallons for liquids (40 drums) (the size of Service's tank truck), or 1,000 gallons (20 drums) for solids (capacity of Service's open flatbed truck). Disposal arrangements were usually made as soon as the required quantity for shipment was obtained. Occasionally, as many as 125 to 150 drums were accumulated during the winter due to unusual conditions, such as deep snow.

Department production managers are responsible to the area managers for collection of the waste materials, sealing and marking full containers, recording quantities, and transport to the outside storage areas. The area managers notified the plant engineer, Munch Feldman, via work order when an accumulation of waste materials required removal. The area managers are as follows:

Malden - E. Donovan, F. Fitzgerald, A. Bruzzese

Seabrook - A. MacKinnon, J. Beckman.

The plant engineer, Munch Feldman, is directly responsible to Mr. A. S. DeNuzzio, Vice President Operations.

6.(d). See answer to 6.(a) above.

6.(e). See pages 4 and 6 of Exhibit C annexed hereto.

6.(f). See answer to 6.(a) above.

Signed under the pains and penalties of perjury this 29th day of June, 1979.

K. J. QUINN & CO., INC.

By Samuel J. Quinn
Its Vice President
Hereunto duly authorized

CERTIFICATE OF SERVICE

I, Charles R. Parrott, hereby certify that I have this day forwarded a copy of the within Discovery Responses to Messrs. E. Tupper Kinder, Peter F. Kearns and Francis J. Frasier, all at their respective addresses of record.

DATED: June 29, 1979

Charles R. Parrott
Charles R. Parrott

E. UOH OUGN

Service

PUMPING & DRAIN CO.

P. O. BOX 498
WAKEFIELD, MASS. 01880

EXHIBIT A-1

ONE CALL DOES IT ALL

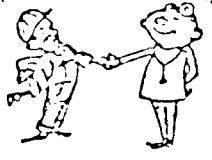
WAKEFIELD DANVERS
245-7576 774-6284

WE CLEAN:

- SEWER & PIPE LINES
- CESSPOOLS & SEPTIC TANKS
- MDC & GREASE TRAPS
- FLOOR DRAINS & SUMPS
- PUMPING CHAMBERS
- OIL & CHEMICAL TANKS
- CAR WASH PITS
- CATCH BASIN & YARD DRAINS

"OVER A QUARTER CENTURY"

PROTECTING YOUR HEALTH



ELECTRIC DRAIN CLEANING

July 31, 1975

Mr. M. Feldman
 H. J. Quinn Co., Inc.
 195 Canal Street
 Malden, MA 02148

Dear Mr. Feldman:

Pursuant to your request, we are pleased to submit a price of 7¢ per gallon to pump out waste from your barrels and disposal. This includes labor, equipment and disposal fees.

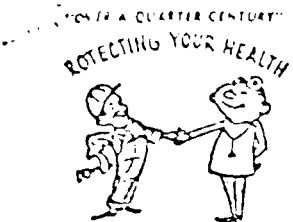
We will call one hour in advance before dispatching a truck, so your personnel can start removing barrel tops. As in the past, the barrels remain yours and no separation of product is necessary only the removal of trash.

If any questions, please call.

Sincerely yours,

Dick Mottolo
 Dick Mottolo
 Owner-manager

Complete professional SERVICE you can depend on



ELECTRIC DRAIN CLEANING

PUMPING & DRAIN CO.
P. O. BOX 499
WAKEFIELD, MASS. 01880

EXHIBIT A-2

ONE CALL DOES IT ALL

WAKEFIELD
245-7576

DANVERS
774-6284

WE CLEAN:
SEWER & PIPE LINES
CESSPOOLS & SEPTIC TANKS
MDC & GREASE TRAPS
FLOOR DRAINS & SINKS
PUMPING CHAMBERS
OIL & CHEMICAL TANKS
CAR WASH PITS
CATCH BASIN & YARD DRAINS

January 22, 1976

Mr. M. Feldman
K. J. Quinn Co.
195 Canal Street
Malden, MA 02148

Dear Mr. Feldman:

Pursuant to your request, we are pleased to submit a price of 7¢ per gallon to pump waste from your barrels and disposal. This includes labor, equipment, and disposal fees.

We will call one hour in advance before dispatching a truck so your personnel can start removing barrel tops. The barrels remain yours and no separation of product is necessary only the absence of trash.

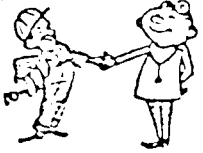
As for the solid drums, to be removed and disposed from your premises our price is \$5.00 a barrel. As in the past, we will continue to rely on your knowledge of these various wastes.

Very truly yours,

Dick Mottolo
Dick Mottolo
Owner-manager

Complete professional SERVICE you can depend on

"OVER A CENTURY"
"PROTECTING YOUR HEALTH"



ELECTRIC DRAIN CLEANING

Service

PUMPING & DRAIN CO.

P. O. BOX 498
WAKEFIELD, MASS. 01880

EXHIBIT A-3

ONE CALL DOES IT ALL

WAKEFIELD
245-7576

DANVERS
774-6284

WE CLEAN:

SEWER & PIPE LINES
CESSPOOLS & SEPTIC TANKS
MOC & GREASE TRAPS
FLOOR DRAINS & SUMPS
PUMPING CHAMBERS
OIL & CHEMICAL TANKS
CAR WASH PITS
CATCH BASIN & YARD DRAINS

October 31, 1977

Mr. Feldman, plant engineer
M. J. Quinn Co., Inc.
195 Canal Street
Malden, MA 02148

Dear Mr. Feldman:

With increased handling costs, we regret to inform you of a price increase from \$5.00 to \$5.50 on removal and disposal of drums of solid waste. This is effective as of today.

Your business is appreciated.

Very truly yours,

SERVICE PUMPING & DRAIN CO.

Dick Mottolo
Dick Mottolo

RAM:mb

Enc.

Complete professional SERVICE you can depend on

EXHIBIT B

PURCHASE ORDER
K. J. QUINN & CO., INC.
 195 CANAL STREET
 MALDEN, MASS. 02148
 TELEPHONE (617) 321-3200

This number should appear
 on packages and invoices

4268

To Service Pumping & Drain Co.
 P.O.Box #498
 Wakefield, Mass. 01880

DATE June 14, 1978

TERMS _____

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Remove 3000 gal. of solid waste from 149 and 195 St Canal St. Malden 1000 gal. Dept. 04 2000 gal. Dept. 36 M. Feldman	Total price \$330. 60 1/2

K. J. QUINN & CO., INC. J.O'Connor/ am
 By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

K. J. QUINN & CO., INC.

195 CANAL STREET
 MALDEN, MASS. 02148
 TELEPHONE (617) 321-3200

This number should appear on packages and invoice

4541

To Service Pumping & Drain
 P.O. Box 498
 Wakefield, Mass. 01880

DATE July 17, 1978

TERMS _____

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Pump out and remove 2000 gallons of liquid waste from 149 Canal St. on 7/5. See Mr. Bruzzese Dept. 36 M. Feldman	@ \$140.00

K. J. QUINN & CO., INC. J.O'Connor/ann
 By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

month
 To

PURCHASE ORDER
 K. J. QUINN & CO., INC.

195 CANAL STREET
 MALDEN, MASS. 02148
 TELEPHONE (617) 321-3200

This number should appear on packages and invoice

4763

To Service Pumping & Drain Co.
 P.O. Box #498
 Wakefield, Mass. 01880

DATE July 28, 1978

TERMS _____

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Pump out and remove 2000 gal. of liquid waste from 149 Canal St. on 7/28/78. See Mr. Bruzzese M. Feldman	

K. J. QUINN & CO., INC. J.O'Connor/ann
 By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

PURCHASE ORDER
K. J. QUINN & CO., INC.
 195 CANAL STREET
 MALDEN, MASS. 02148
 TELEPHONE (617) 321-3200

This number should appear on packages and invoice
 4766

To Service Pumping & Drain Co.
 P.O.Box #498
 Wakefield, Mass. 01880

DATE Aug. 1, 1978

TERMS _____

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Pump out and remove 2000 gal. of liquid waste from 149 Canal St., Malden, Mass. See A. Bruzzese Dept. 36 <div style="text-align: right; border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">M. Feldman</div>	Total price \$140

K. J. QUINN & CO., INC. J.O'Connor/ann
 By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

PURCHASE ORDER
K. J. QUINN & CO., INC.
 195 CANAL STREET
 MALDEN, MASS. 02148
 TELEPHONE (617) 321-3200

This number should appear on packages and invoice
 0089

To Service Pumping & Drain Co.
 P.O.Box 498
 Wakefield, Mass. 01880

DATE Aug. 16, 1978

TERMS _____

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Pump out and remove 2000 gal. of liquid waste from 149 Canal St. Malden on 8/16 See Mr. Bruzzese <div style="text-align: right; border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">M. Feldman</div>	Total price \$1.

K. J. QUINN & CO., INC. J.O'Connor/a
 By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

K. J. QUINN & CO., INC.

195 CANAL STREET
 MALDEN, MASS. 02148
 TELEPHONE (617) 321-3200

This number should appear on packages and invoice

0336

To Service Pumping & Drain Co.
 P.O.Box 498
 Wakefield, Mass. 01880

DATE Aug. 31, 1978

TERMS _____

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Removal of liquid waste M. Feldman	

K. J. QUINN & CO., INC. J.O'Connor/ an
 By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

PURCHASE ORDER

K. J. QUINN & CO., INC.

195 CANAL STREET
 MALDEN, MASS. 02148
 TELEPHONE (617) 321-3200

This number should appear on packages and invoice

0342

To Service Pumping & Drain Co.
 P.O.Box 498
 Wakefield, Mass. 01880

DATE Sept. 8, 1978

TERMS _____

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Remove 276 5 gal. pails and 2 30 gal. drums of waste from 195 Canal St. Malden, See Frank Fitzgerald. M. Feldman	

K. J. QUINN & CO., INC. J.O'Connor/ an
 By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

K. J. QUINN & CO., INC.

195 CANAL STREET
MALDEN, MASS. 02148

TELEPHONE (617) 321-3200

on packages and in

0884

To

Service Pumping & Drain Co.
P.O. Box #498
Wakefield, Mass. 01880

DATE Sept. 13, 19

TERMS _____

QUANTITY	DESCRIPTION	UNIT PRICE
	<p>CONFIRMATION</p> <p>Remove 7 50 gal. of solid waste from 195 Canal St. on 9/13</p> <p>See Mr. Fitzgerald</p> <p>M. Feldman</p>	

K. J. QUINN & CO., INC. J.O'Connor/ ar
By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

PURCHASE ORDER

K. J. QUINN & CO., INC.

195 CANAL STREET
MALDEN, MASS. 02148
TELEPHONE (617) 321-3200

This number should ap
on packages and in

0880

To

Service Pumping & Drain Co.
P.O. Box 498
Wakefield, Mass. 01880

DATE Sept. 15, 19

TERMS _____

QUANTITY	DESCRIPTION	UNIT PRICE
	<p>CONFIRMATION</p> <p>Pump out and remove 2000 gals. of liquid waste material from 149 Canal St..</p> <p>See Mr. Bruzzese</p> <p>M. Feldman</p>	

K. J. QUINN & CO., INC. J.O'Connor/ ann
By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

K. J. QUINN & CO., INC.

195 CANAL STREET
 MALDEN, MASS. 02148
 TELEPHONE (617) 321-3200

This number should appear on packages and invoices

0892

To Service Pumping & Drain Co.
 P.O. Box #498
 Wakefield, Mass. 01880

DATE Sept. 22, 197

TERMS _____

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Remove 24 drums of solid waste material from XXXXXX 149 ST Canal St. Malden See Mr. Bruzzese M. Feldman	

K. J. QUINN & CO., INC. J.O'Connor/ an
 By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

PURCHASE ORDER

K. J. QUINN & CO., INC.

195 CANAL STREET
 MALDEN, MASS. 02148
 TELEPHONE (617) 321-3200

This number should appear on packages and invoices

0895

To Service Pumping & Drain Co.
 P.O. Box 498
 Wakefield, Mass. 01880

DATE Sept. 22, 1

TERMS _____

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Pump out and remove 2000 gal. of liquid waste from 149 Canal St. Malden See A. Bruzzese M. Feldman	@ \$140.00

K. J. QUINN & CO., INC. J.O'Connor/ an
 By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

K. J. QUINN & CO., INC.

195 CANAL STREET
 MALDEN, MASS. 02143
 TELEPHONE (617) 321-3200

This number should be on packages and in

1189

To Service Pumping & Drain Co.
 P.O.Box 498
 Wakefield, Mass. 01980

DATE Oct. 10, 19

TERMS _____

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Pump out and remove an 2000 gals. of liquid waste from 149 Canal St. Malden, See A. Bruzzese <div style="border: 1px solid black; border-radius: 50%; width: 200px; height: 50px; margin: 0 auto; text-align: center; padding: 5px;">M. Feldman</div>	

K. J. QUINN & CO., INC. J.O'Connor /
 By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

PURCHASE ORDER

K. J. QUINN & CO., INC.

195 CANAL STREET
 MALDEN, MASS. 02148
 TELEPHONE (617) 321-3200

This number should be on packages and in

1403

To Service Pumping & Drain
 P.O.Box #498
 Wakefield, Mass. 01880

DATE Oct. 20, 1

TERMS _____

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Pump out and remove 2000 gal. of liquid waste from 149 Canal St. Malden, Mass. See. A. Bruzzese Dept. 36, M. Feldman	@ \$140.00

K. J. QUINN & CO., INC. J.O'Connor /
 By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

K. J. QUINN & CO., INC.

195 CANAL STREET
MALDEN, MASS. 02148
TELEPHONE (617) 321-3200

on packages and in

1531

To Service Pumping & Drain Co.
P.O.Box #498
Wakefield, Mass. 01880

DATE Nov. 3, 1976

TERMS _____

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Pump out and remove 2000 gallons of 1300 liquid waste from 195 Canal St. Malden on 11/2 See Mr. Fitzgerald M. Feldman	

K. J. QUINN & CO., INC. J.O'Connor/ am
By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

PURCHASE ORDER

K. J. QUINN & CO., INC.

195 CANAL STREET
MALDEN, MASS. 02148
TELEPHONE (617) 321-3200

This number should appear on packages and in

1530

To Service Pumping & Drain Co.
P.O.Box. 498
Wakefield, Mass. 01880

DATE Nov. 16, 1976

TERMS _____

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Pumpout and remove 2000 gals. of liquid waste material as follows: 1. from 149 Canal St. Sec Mr. Bruzzese at 321-3200 2. From Folly Mill Rd. Seabrook, N.H. arrange with Mr. Al McKinnon at 603-474-2100 M. Feldman	

K. J. QUINN & CO., INC. J.O'Connor/ am
By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

K. J. QUINN & CO., INC.

195 CANAL STREET
MALDEN, MASS. 02148
TELEPHONE (617) 321-3200

1815

To Service Pumping & Drain Co.
P.O.Box #1498
Wakefield, Mass. 01880

DATE Nov. 30, 1978

TERMS

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION		
	Pump out and dispose of 2000 gal. of liquid waste from 149 Canal St. Malden See A. Bruzzese	

K. J. QUINN & CO., INC. J. O'Connor/ ann
By

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

PURCHASE ORDER

K. J. QUINN & CO., INC.

195 CANAL STREET
MALDEN, MASS. 02148
TELEPHONE (617) 321-3200

This number should appear on packages and invoices

1819

To Service Pumping & Drain
P.O.Box 498
Wakefield, Mass. 01880

DATE Dec. 12, 1978

TERMS

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION		
	Pump out and remove 2000 gals. of liquid waste from 195 Canal St. Malden, arrange with Mr. Fitzgerald at 321-3200 1150 gal. dept. 61 850 gal. dept. 04	€ \$140.00 total

K. J. QUINN & CO., INC. J. O'Connor/ ann
By

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

K. J. QUINN & CO., INC.

195 CANAL STREET
 MALDEN, MASS. 02148
 TELEPHONE (617) 321-3200

This number should appear on packages and invoice
 2133

To Service Pumping & Drain Co.
 P.O.Box 498
 Wakefield, Mass. 01880

DATE Dec. 27, 1978

TERMS _____

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Remove 70 - 50 gal. drums of solid waste from K.J.Quinn, Folly Mill Rd., Seabrook, New Hampshire See Mr. John Beckman Dept. 44, M.Feldman	

K. J. QUINN & CO., INC. J.O'Connor/ ar
 By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

F. Munch

PURCHASE ORDER

K. J. QUINN & CO., INC.

195 CANAL STREET
 MALDEN, MASS. 02148
 TELEPHONE (617) 321-3200

This number should appear on packages and invoice
 2135

To Service Pumping & Drain Co.
 P.O.Box 498
 Wakefield, Mass. 01880

DATE Dec. 29, 1978

TERMS _____

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Remove waste materials from K.J.Quinn as follows: 149 Canal St. - See A. Bruzzese, Liquid - 2750 gals. Solid - 2700 gal. 195 Canal St., See F. Fitzgerald Liquid - 800 gals. Solid - 1200 gals. M.Feldman	

K. J. QUINN & CO., INC. J.O'Connor/ ann
 By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

K. J. QUINN & CO., INC.

195 CANAL STREET
 MALDEN, MASS. 02148
 TELEPHONE (617) 321-3200

This number should appear on packages and invoices

2445

To Service Pumping & Drain Co.
 P.O. Box 498
 Wakefield, Mass. 01880

DATE 1/16/79

TERMS

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Pump out and remove 2000 gal. of liquid waste from 149 Canal St. Malden See. A. Bruzzese M. Feldman	

K. J. QUINN & CO., INC. J.O'Connor/ ann
 By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

PURCHASE ORDER

K. J. QUINN & CO., INC.

195 CANAL STREET
 MALDEN, MASS. 02148
 TELEPHONE (617) 321-3200

This number should appear on packages and invoices

2865

To Service Pumping & Drain
 P.O. Box #498
 Wakefield, Mass. 01880

DATE 2/22/79

TERMS

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Pump out 2000 gal. of liquid waste from 195 Canal St. Malden M. Feldman	Total price \$140

K. J. QUINN & CO., INC. J.O'Connor/ ar
 By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

K. J. QUINN & CO., INC.

195 CANAL STREET
 MALDEN, MASS. 02148
 TELEPHONE (617) 321-3200

on packages and invoice
 2850

To Service Pumping & Drain Co.
 P.O. Box 498
 Wakefield, Mass.

DATE 3/7/79

TERMS

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Pump out and remove 2000 gal. of liquid waste from 149 Canal St. Malden - see A. Bruzzese	\$140.00
	M. Feldman	

K. J. QUINN & CO., INC. J. O'Connor, ann
 By

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

PURCHASE ORDER

K. J. QUINN & CO., INC.

195 CANAL STREET
 MALDEN, MASS. 02148
 TELEPHONE (617) 321-3200

This number should apply on packages and invoice
 2862

To Service Pumpint & Drain
 P.O. Box 498
 Wakefield, Mass. 01880

DATE 3/13/79

TERMS

QUANTITY	DESCRIPTION	UNIT PRICE
CONFIRMATION	Pump out and remove 2000 gal. of liquid waste from 149 Canal St. Malden See Mr. A. Bruzzese	\$140.00
	M. Feldman	

K. J. QUINN & CO., INC.
 By J. O'Connor/ ann

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

munch

PURCHASE ORDER
K. J. QUINN & CO., INC.

195 CANAL STREET
MALDEN, MASS. 02143
TELEPHONE (617) 321-3200

This number should be on packages and in

3236

To Service Pumping & Drain Co.
P.O. Box 498
Wakefield, Mass. 01880

DATE 3/19/79

TERMS _____

QUANTITY	DESCRIPTION	UNIT PRICE
ATTN:	<p>R. Mottola To cover cost of providing truck with clam shell type digger, tank truck and labor to pump out and remove all solid contents from 2 sanitary sewer gas trap settling basins at 195 Canal St. Level in 2 settling basins at 149 Canal St. to be checked. All liquids and solids to be removed from premises. Area must be thoroughly hosed down and cleaned after work is completed. Fill traps with water when completed. Work must be done on a Saturday within next 2-3 weeks Please call and schedule with Mr. Feldman or Mr. Salvato at 321-3200</p>	

K. J. QUINN & CO., INC. J.O'Connor/

By _____

The equal employment opportunity clause Section 202 of executive order 11246, as amended, related to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

	<u>Softening</u> <u>Resins</u>	<u>Liquid</u>	<u>Solid</u>
	Dept. 36 & 04		
07/02/75			
07/19/75		50	
07/22/75		30	
08/22/75		40	
09/15/75		40	
10/02/75		40	
11/01/75		40	
12/25/75		40	
12/16/75			39
01/16/76			40
02/10/76		40	
02/25/76		40	
SUBTOTALS		360	79
		<i>average 2750 gal per month</i>	
	SEABROOK		
09/18/75		37	
12/05/75		40	38
12/15/75		40	
SUBTOTALS		117	38
GRAND TOTAL MALDEN & SEABROOK		477	117
		<i>Total average 3710 gal per month</i>	

	<u>Settling Basins</u>	<u>Misc.</u>	<u>Liquid</u>	<u>Solid</u>
	03/05/76		40	
	03/08/76		40	
	04/03/76			40
	04/14/76		40	
	04/24/76		40	
	04/25/76		40	
	04/22/76		40	
	04/23/76		40	
	04/27/76		40	
	05/03/76	Clean Skin 3 S.S. Tanks		
	05/04/76		40	
	05/05/76			42
	05/17/76	Clean Skin 4 S.S. Tanks		
	05/27/76	Clean Skin 3 S.S. Tanks		
	07/05/76	Dept. 36 & 04		
	08/16/76	Clean Skin 1 S.S. Tank		
	08/16/76			20
	08/17/76			20
	09/03/76		20	
	09/09/76		40	
	09/10/76		40	
	09/03/76		40	
	09/17/76		40	
	09/21/76		40	
	09/22/76		40	
	09/28/76			40
	09/30/76			20
	10/12/76			20

Sattling Pumps

Misc.

Liquid

Sol

10/13/76			
10/15/76			
10/29/76		40	
06/28/76		40	
06/29/76		40	
11/04/76		40	
11/23/76			40
01/05/77			22
01/06/77			22
01/13/77		80	
02/03/77			22
02/15/77			21
02/23/77		40	

SUBTOTALS

900

370

SEABROOK

Clean Shop
1 S.S. Tank

04/13/76			
07/02/76			
07/02/76			
09/09/76			
09/10/76			
10/20/76			36 (dec)
06/22/76			44
			20
			40
			20
SUBTOTALS		40	

40

156

GRAND TOTAL HAJRIN & SEABROOK

-3- and 6.00 gal per tank
94.0

Settling Balance

Date		Liquid	Solid
03/08/77			
03/11/77		40	
03/15/77		40	
03/09/77		26	
03/10/77			
03/25/77			22
03/29/77			
03/30/77			23
03/31/77			23
04/01/77			22
04/16/77		30	
04/28/77			18
04/29/77			19
05/04/77		40	
05/05/77		40	
05/20/77		40	
05/13/77			21
06/01/77		36	
06/02/77		40	
06/23/77		40	
06/24/77			21
07/07/77		40	
07/29/77	Dept. 36 & 04		21
08/09/77		40	
08/17/77			
08/18/77			20
08/24/77		40	

Obsolete & Bad inventory
from Kearny, NJ → 40
A. E. Staley }
40

Obsolete & Bad inventory
from Kearny, NJ → 35
A. E. Staley }

Seabrook Basins

		<u>Liquid</u>	<u>Solid</u>
08/25/77		20	20
09/15/77		80	
09/16/77		40	
10/11/77		40	
10/27/77			20
11/03/77		40	
11/04/77		40	
11/07/77		40	
11/30/77		40	
12/06/77		40	
12/08/77		40	
12/14/77			20
12/17/77			20
12/28/77			21
12/29/77			20
02/27/78	Clean 1 Basin		

SUBTOTAL 1,035 350

SEABROOK

04/11/77			42
06/14/77			40
12/30/77			21

SUBTOTAL 103

GRAND TOTAL MALDEN & SEABROOK 1,035 453

*Grand Total
6,307 Pm*

<u>Settling Dates</u>	<u>Liquid</u>	<u>Solid</u>
03/16/78	40	
03/17/78	40	
03/20/78	40	21
03/22/78	40	
03/31/78	40	
04/03/78		19
04/14/78	40	
04/15/78		
04/18/78	40	
04/26/78		40
05/01/78	40	
05/12/78	40	
05/18/78	40	
05/19/78		20
05/31/78	40 (A.E. Staley)	
06/01/78	40	
06/02/78	30	
06/09/78	40	
06/13/78		20
06/12/78		20
06/14/78		9
06/06/78	25	
07/05/78	40	
07/28/78	40	
07/31/78	35	
08/16/78	40	
08/17/78		21
08/25/78	40	19

Dept. 36 & 04

<u>Scuttling Dates</u>	<u>Miss.</u>	<u>Liquid</u>	<u>Notes</u>
03/07/78	126 5-gallon pails		
03/08/78	147 5-gallon pails		
03/13/78	97 5-gallon pails		8
03/25/78		40	
03/21/78			21
03/22/78		40	
10/10/78		40	
10/22/78		40	
11/02/78		40	
11/21/78		40	
12/01/78		40	
12/07/78		40	
01/03/79		40	
01/05/79			
01/16/79		40	Not at Raymond
01/30/79			
02/22/79		40	
SUBTOTALS		1,250	259

21
 20

SEABROOK

03/03/78	152 5-gallon pails		21
03/26/78		55 (37 water)	
11/07/78		40	
11/22/78		8	
12/01/78		40	
12/06/78		70	
12/21/78		2	

	<u>Settling Basin</u>	<u>Liquid</u>	<u>Solid</u>
03/31/79	Dept. 04 436		
03/06/79		40	
03/11/79		40	
SUBTOTALS		80	--
	SEABROOK		
SUBTOTALS		--	--
GRAND TOTAL MILLER & SEABROOK		80	--

June 1979

SPALDING, NEW HAMPSHIRE

- A. Production of 100% solids polyurethane elastomers in pellet and granular form.

Process: Reaction of Isocyanates with Polyols and Polyesters

Raw Materials: Isocyanates (MDI, TDI, E₂ MDI) Polyols, Polyesters, Talc, Methyl ethyl ketone

By Products: None

Waste: Talc with a small amount of polyurethane resin solids
Polyurethane resin solution in MEK (Quality control test solutions)

- Production of 100% solids liquid polyurethane resins (contains NCO)*
- B. Production of ~~some~~ polyurethane resins in solvents
Production of moisture cure polyurethane resins in solvents (contains small percentage of free NCO)
Production of water base polyurethane emulsions

Process: Reaction of Isocyanates with Polyols and Polyesters

Raw Materials: Isocyanates, Polyols, Polyesters, Methyl ethyl ketone, Dimethyl Formamide, Methyl cellosolve, Toluol, Isopropanol, Ethyl Alcohol, Xylol, Mineral Spirits, and Acetone

By Products: None

Waste: Wash solvents from the first 3 items listed above
Wash water from the polyurethane emulsions

Page 1 of 6





June 1979

MALDEN, MASSACHUSETTS

A. Production of Acrylic water emulsion polymers and copolymers

Process: Polymerization of Monomers

Raw Materials: Acrylic monomers ✓

By Products: None

Waste: Wash water from acrylic reactors ✓

B. Production of polyurethane resin in solvents
Production of moisture cure polyurethane resins in solvents, clear and pigmented (contains small percentage of free NCO)

Process: Reaction of Isocyanates with Polyols and Polyesters

Raw Materials: See list below

By Products: None

Waste: Wash solvents used to clean above reactors *with 10-8*

C. Solvent Based Industrial Paint Type Products

- Production of Nitrocellulose lacquers, clear & pigmented
- Production of Polyurethane lacquers, clear & pigmented
- Production of Cellulose Acetate Butyrate lacquers, clear & pigmented
- Production of Vinyl lacquers, clear and pigmented
- Production of Acrylic lacquers, clear and pigmented



June 1979

MALDEN, MASSACHUSETTS

continued

Process: Mixing and blending (no chemical reactions)

Raw Materials: See list below

By products: None

Waste: Wash solvents for above mixing tanks

- D. Production of water based leather and shoe finishes, clear and pigmented (like water base paints)

Process: Mixing and blending (no chemical reactions)

Raw Materials: See list below

By products: None

Waste: Wash water for above mixing containers

Note: All areas, both Malden and Seabrook, N. H. can generate a small percent of obsolete and off specification products which have to be disposed of as waste. The type and amount of product vary and is difficult to project.



June 1979

OTHER SITES

No different raw materials than used at Quinn Holden or Seatrock, usually much less and a limited selection as production in other areas is nil or very limited. Other sites do mostly warehousing, color matching & Customer Service work.



June 1979

MILKOR RAW MATERIALS

General

1. Solvents

- Aliphatic hydrocarbons
- Aromatic hydrocarbons; Toluol, Xylol and "Urethane 100" +
- Ketones; Methyl ethyl ketone, Methyl Isobutyl ketone, Diisobutyl ketone, acetone and Cyclohexanone
- Esters, Ethyl acetate, butyl acetate, amyl acetate, and cellosolve acetate
- Alcohols; Ethyl alcohol, Isopropanol, Butanol and Methanol
- Ethyl Ether
- Dipropyl-Ethers, Methyl cellosolve, Cellosolve solvent, Butyl cellosolve
- Methyl cellosolve
- Dimethyl Formamide
- Tetrahydrofuran
- * Diphenylmethane

2. Acrylic Monomers

- Methyl acrylate
- Ethyl acrylate
- Butyl acrylate
- Methyl methacrylate
- Butyl Methacrylate
- Acrylic acid
- Methacrylic acid

3. Pigments

- Titanium Dioxide
- Clay
- Silica
- Zinc Selenate
- Iron oxide, red, brown, yellow
- Chrome yellow
- Molybdate yellow
- Organic reds, blues, greens and violets
- Carbon blacks



June 1979

MALDEN RAW MATERIALS

General

continued

4. Spirit Dyes
5. Water Soluble Dyes
6. Surfactants and Dispersing agents
7. Varnes
8. Casein
9. GRN Rubber Latex
10. GRB Rubber Latex
11. Microcellulose
12. Silicones
13. Polyethylene resin
14. Phthalate plasticizers
15. Styrene Latex
16. Shellac
17. Casador Oil
18. Fatty Acids
19. Borax
20. Ammonium hydroxide commercial
21. Acrylic Latex
22. Toluene diisocyanate
23. Eylene W (Isocyanate from DuPont) (H_{12} MDI)

FX:ch

THE STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS.

SUPERIOR COURT

* * * * *
 STATE OF NEW HAMPSHIRE *
 AND TOWN OF EXETER *
 *
 v. *
 *
 RICHARD J. MOTTOLO AND *
 K. J. QUINN & CO., INC. *
 *
 * * * * *

Equity No. 952-79

DEPOSITION OF HARNIN FELDMAN

Deposition taken by agreement of counsel at the
 law offices of Nutter, McClennen & Fish,
 600 Atlantic Avenue, Boston, Massachusetts, on
 Monday, July 16, 1979, commencing at 10:25 a.m.

Court Reporter:

David R. Jordan, CSR

Jordan & Brayton

Certified Shorthand Reporters · Registered Professional Reporters
 Professional Videotape Services

417 Canal Street
 Manchester, New Hampshire 03101

100 Front Street
 Exeter, New Hampshire 03833

003-609-7927

003-772-4053

1 Q How about Brockton?

2 A No.

3 Q Do you recall when in July it was that Mr. Mottolo
4 performed this service of cleaning out the settling
5 basins?

6 A Yes.

7 Q When was it, sir?

8 A Approximately the 1st of July.

9 Q Did Mr. Mottolo perform any further services for K. J.
10 Quinn in 1975?

11 A Yes.

12 Q Would you describe those services for me?

13 A He was contracted to remove waste liquids in a tank
14 truck.

15 Q Who made this contract on behalf of K. J. Quinn?

16 A I did.

17 Q Would you describe for me the discussions which you had
18 with Mr. Mottolo which gave rise to this contract?

19 A Could you be more specific?

20 Q You said at some time during 1975 you on behalf of
21 K. J. Quinn contracted with Mr. Mottolo to remove waste
22 liquids in a tank truck, correct?

23 A Yes.

1 Q And I've asked you, just generally, how the discussions
2 with Mr. Mottolo came about which led up to this
3 contract.

4 A To the best of my recollection, he asked me if there
5 were any additional services that he could perform
6 and if we had any other waste materials of which he
7 could remove for us.

8 Q Did he ask you that question?

9 A Yes.

10 Q And what other waste materials did you have that he
11 could dispose of?

12 A We had waste liquid in 55-gallon drums.

13 Q Prior to 1975, what had you been doing with those
14 waste materials in the drums?

15 A I don't know.

16 Q Had you seen these materials prior to 1975?

17 A Yes.

18 Q Were these materials that were taken away regularly
19 by someone?

20 A Yes.

21 Q Is it your testimony that you don't know how these
22 wastes were disposed of prior to your discussion with
23 Mr. Mottolo?

A Yes.

1 this letter of January 22, 1976, which you submitted as
2 a part of your records?

3 A Well, after several months as a successful contractor
4 in the removal of these liquid wastes, Mr. Mottolo asked
5 if he could be of service in removing the other
6 materials, the solid materials that weren't pumpable,
7 which he had seen because, you know, occasionally he
8 would try and pump out the material, and it was not
9 pumpable, and he asked if he could be of service also to
10 remove those materials.

11 Q Do you recall when that discussion took place?

12 A I believe it was in the fall.

13 Q Did the discussion take place with you?

14 A Yes.

15 Q Was anyone else present?

16 A I don't believe so.

17 Q Who was handling the solid drums for R. J. Quinn at the
18 time?

19 A Again, I don't know.

20 Q When Mr. Mottolo asked you if he could be of any further
21 service in the handling of the solid drums, did you
22 reply to him?

23 A Yes.

1 Q What did you say?

2 A I believe I asked him to continue the liquid service,
3 and we would reopen the subject of the solid drums, you
4 know, after a satisfactory trial, completion of the
5 trial period for the liquids.

6 Q And when was that trial period to be completed?

7 A I'd have to assume that it was around December.

8 Q Did you have any further discussions with Mottolo about
9 the solid drums?

10 A Yes.

11 Q When did the next discussion occur?

12 A Well, I would guess that it was in December.

13 Q Do you recall the discussion?

14 A Yes.

15 Q Was it with you?

16 A Yes.

17 Q Was it between you and Mr. Mottolo?

18 A Yes.

19 Q Was anyone else present?

20 A I don't believe so.

Q Who is E. Donovan?

A He is the plant superintendent for Malden.

Q Was he present in any of these discussions?

1 A Not to the best of my recollection.

2 A Did you make an agreement with Mr. Mottolo concerning
3 the solid drums in December or January of 1976?

4 MR. PARROTT: You mean the drums of solid
5 waste when you say "solid drums"?

6 MR. KEARNS: Yes.

7 Q I use the term solid drums because that's the term he
8 used to you?

9 A Yes.

10 Q Did you make an agreement with Mottolo on the solid
11 drums?

12 A Yes.

13 Q When did you make that agreement with him?

14 A To the best of my recollection, it would be in December
15 or January of 1975, '76.

16 Q What were the terms of the contract or agreement that
17 you made with Mr. Mottolo regarding the solid drums?

18 A As per the letter of January 22nd, and also that he
19 use acceptable and safe methods.

20 Q What would be acceptable and safe methods as far as
21 you're concerned?

22 MR. PARROTT: You mean what was in 1976?

23 Q At the time you made the contract, what did you consider

1 A No.

2 Q Did you have any other companies serving Quinn while
3 Mr. Mottolo was performing services for you?

4 A No.

5 Q There were no other companies serving as a disposer of
6 either solid or liquid waste during that period of
7 time?

8 A No, sir.

9 Q I assume you would know whether there were other
10 persons serving Quinn during that period of time?

11 A Yes.

12 Q Can you give me the names of the production managers
13 at the Seabrook and Malden plants?

14 MR. PARROTT: When?

15 MR. KINDER: Presently, now. I'm interested
16 in the ones during the time Mr. Mottolo was performing
17 services for Quinn.

18 A Yes.

19 Q Do you know them offhand?

20 A I -- I can give them to you verbally, or I can look.
21 They're right in the information.

22 Q Those are all the production managers --

23 A Yes.

1 described, couldn't you have used the machinery and
2 equipment that you have on the premises?

3 A No, sir.

4 Q Didn't you tell us in response to a question from Mr.
5 Rinder that that process that is being employed is using
6 present equipment?

7 A Being evaluated, sir.

8 Q When Mr. Mottolo was removing barrels of solids in
9 '75, '76, '77 and '78, was there another disposer or
10 a vendor removing waste from the premises?

11 A No, sir.

12 Q Was there during '75 through '78 another vendor removing
13 your rubbish and trash from the premises?

14 A Yes, sir.

15 Q What was the name of that company?

16 A Howard Disposal. And they were replaced on a price
17 basis and a service basis by Charles George.

18 Q And where is Charles George from?

19 A The number and the purchase orders I believe go to -- and
20 the bills come from Wakefield.

21 Q Do they still remove items from your premises, Charles
22 George, that is?

23 A Yes, sir.

VOL. I

PP. 1 - 168

UNITED STATES DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE

1	UNITED STATES OF AMERICA,)	
2)	
3	Plaintiff)	
4)	
5	vs.)	Civil Action
6)	No. C-83-547-D
7	RICHARD MOTTOLO, ET AL.,)	
8)	
9	Defendants.)	

10

11

12

13

14 DEPOSITION of MARNIN FELDMAN, taken on

15 behalf of the United States, pursuant to the

16 Federal Rules of Civil Procedure, before

17 Coan E. Dow, Shorthand Reporter, a Notary Public

18 within and for the Commonwealth of Massachusetts,

19 at the Offices of United States Environmental

20 Agency, John F. Kennedy Building, Boston,

21 Massachusetts on Wednesday, November 21, 1984,

22 commencing at 10:30 A.M.

23

24 APPENDIX A - Exhibit 8

Irene Manoogian Arabian
Certified Shorthand
Registered Professional Reporter

65 East India Row, Suite 20-E
Boston, Massachusetts 02110

1 to Ottati and Goss.

2 MS. YU: Are you instructing the
3 witness not to answer?

4 MR. STARK: No. I am just
5 objecting. I am not instructing him not to answer
6 on this one.

7 Q. Did you find anything inaccurate in
8 your answers in the Ottati and Goss deposition?

9 A. No.

10 Q. Did you review any other documents in
11 preparation for this deposition?

12 A. No.

13 Q. That means you did that review previous
14 to the Quinn discovery responses?

15 A. No.

16 Q. Or the purchase orders?

17 A. No.

18 Q. Mr. Feldman, were you responsible for
19 arranging for the disposal of Quinn's waste
20 between 1975 and 1979?

21 A. Yes.

22 Q. Who were you delegaged this
23 responsibility by?

24 A. The Vice-president of operations of the

1 company, Albert S. DeNuzzio.

2 Q. And did you arrange with
3 Service Pumping & Drain Company for the removal of
4 Quinn's pumpable and unpumpable waste between
5 1975 and 1979?

6 A. Yes.

7 Q. In 1975, prior to the time that
8 Service Pumping & Drain Company was arranged by
9 you to remove Quinn's waste, did you have
10 B & A Barrel and Drum Company remove liquid and
11 solid wastes for K. J. Quinn?

12 A. No, I did not.

13 Q. Do you know if B & A Barrel and Drum
14 Company did remove some liquid and solid waste for
15 K. J. Quinn?

16 A. Yes.

17 Q. In 1975 did Mr. Mottolo, on behalf of
18 Service Pumping & Drain Company, offer to take
19 Quinn's liquid wastes away in bulk?

20 A. Yes.

21 Q. Did you make an agreement with him in
22 1975 to take those liquid wastes away?

23 A. Could you define agreement?

24 Q. Did you accept his offer on behalf of

1 Quinn to have him take away Quinn's liquid waste?

2 A. Yes.

3 Q. And you continued to do that through
4 1979?

5 A. Yes.

6 Q. Later in 1975, did you make a similar
7 agreement with Mr. Mottolo to have him take away
8 K. J. Quinn's unpumpable waste?

9 A. Yes.

10 Q. And were those wastes taken away in the
11 drums?

12 A. Yes.

13 Q. And did he continue to remove those
14 wastes through 1979?

15 A. Yes.

16 Q. The unpumpable waste?

17 A. Yes.

18 Q. What were the prices paid by
19 K. J. Quinn to Service Pumping & Drain Company for
20 the removal of the liquid wastes?

21 MR. STARK: At what time?

22 Q. Between 1975 and 1979?

23 A. The only figure I recall is 7 cents a
24 gallon.

1 Q. Do you recall how many dollars that
2 works out to for a typical drum of liquid waste?

3 A. 3.50 or 3.75, \$3.50 or \$3.75.

4 Q. Do you recall the prices charged by
5 Service Pumping & Drain Company to Quinn for the
6 removal of the solid or unpumpable waste in the
7 drum?

8 A. I believe it was approximately \$5.50 a
9 drum.

10 Q. I show you Deposition Exhibits F-2, F-3
11 and F-4, and ask you if you recognize them?

12 A. Yes, I recognize them.

13 Q. What are they?

14 A. They are the quotations for removal of
15 waste materials, solids and liquids, that were
16 submitted to us by Service Pumping & Drain
17 Company.

18 Q. And were those the prices which were
19 part of the agreement of Quinn with
20 Service Pumping & Drain Company for the removal of
21 Quinn wastes?

22 A. Yes.

23 MS. YU: I would like these marked
24 as Government Exhibits F-2, F-3 and F-4.

1 MR. STARK: These documents are
2 being marked for identification purposes only at
3 this time?

4 MS. YU: Well, they are being marked
5 as deposition exhibits, not as trial exhibits.

6 MR. STARK: Well, I think the way I
7 handled it during the last session of
8 Mr. Mottolo's deposition is that the deposition
9 exhibits were marked on the stickers "For ID". I
10 would appreciate if we could do the same here.

11 MS. YU: I believe the Court
12 Reporter will so mark them for the deposition.

13 (The July 31, 1975 quotation, the
14 January 22, 1976 quotation, and the
15 October 31, 1977 quotation are marked respectively
16 Government Exhibits F-2, F-3 and F-4, all for
17 identification.)

18 Q. I show you Deposition Exhibit F-1, and
19 ask you if you participated -- first, I ask you
20 what is it, what is the name of the document?

21 A. Discovery Responses of Defendant
22 K. J. Quinn & Company.

23 Q. And would you also state what the date
24 of the document is?

1 A. June 29, 1979.

2 Q. And I would like to ask you if you
3 participated in deposing those responses?

4 A. I think the answer is, affirmative.

5 Q. Let me direct your attention to a
6 response, 6.(a) on Pages 1 and 2 of Deposition
7 Exhibit F-1, and ask you if that description of
8 the arrangement between Quinn and
9 Service Pumping & Drain Company for removal of
10 Quinn's waste between 1975 and 1979 is accurate?

11 A. I'm sorry. What was the question
12 again?

13 Q. Question: Is the description of
14 Quinn's arrangements with Service Pumping & Drain
15 Company for the removal of Quinn's waste that is
16 given in 6.(a) of the Discovery Responses, whether
17 that description given therein is accurate, is
18 true?

19 A. Yes.

20 Q. There is nothing in it that you wish to
21 correct or revise?

22 A. No.

23 MS. YU: I would like this marked as
24 Government Exhibit F-1.

1 (The Discovery Responses of
2 Defendant K. J. Quinn & Co., Inc. is marked as
3 Government Exhibit F-1 for identification.)

4 Q. Concerning the purchase orders of
5 K. J. Quinn to Service Pumping & Drain Company for
6 the removal of wastes, were those purchase orders
7 always, were they always done up prior to the
8 pickup of the wastes?

9 A. I would say, no.

10 Q. Could you say what usually happened,
11 did it sometimes occur that sometimes they were in
12 advance and sometimes they were later
13 confirmations?

14 A. The latter is correct. Sometimes
15 verbal arrangements were made with Mr. Mottolo or
16 his secretary, either was given a purchase order
17 number, which was followed up, either prior to the
18 pickup or after the pickup, you know, by the
19 purchase order, by the written mailed purchase
20 order.

21 Q. Your agreement on behalf of Quinn with
22 Mr. Mottolo was that he would take the waste away
23 from the Quinn facilities and dispose of them
24 elsewhere than the Quinn facilities, is that

1 correct?

2 A. That's correct.

3 Q. There was no condition in your
4 agreement, was there, that he had to dispose of
5 them at any particular site, I mean, you did not
6 require him to dispose of them at any specific
7 site?

8 A. No.

9 Q. So as far as your arrangements with
10 Mottolo are concerned, he could dispose of them at
11 any site he chose?

12 A. No. It was a general agreement that he
13 would use, you know, and acceptable established
14 site for that purpose.

15 Q. But there was no specific site, he
16 could use any site which he considered acceptable?

17 A. Yes.

18 Q. In other words, you didn't determine
19 whether the site he was taking the waste to was
20 acceptable or not?

21 A. No.

22 Q. It was up to him to decide which site
23 to take the waste to?

24 A. Yes.

1 whether any Quinn, whether any facilities within
2 15 to 20 minutes of Malden would take Quinn's
3 waste?

4 A. I can't recall the specifics at this
5 time.

6 Q. Going back to Deposition Exhibit F-6,
7 which is Exhibit C of the Discovery Responses, did
8 you prepare this exhibit?

9 A. Yes.

10 Q. Could you explain what the -- does this
11 exhibit represent your best information on the
12 number of drums of waste provided to
13 Service Pumping & Drain Company between
14 1975 and 1979?

15 A. Yes.

16 Q. Does it represent your best information
17 concerning the number of pails, 5-gallon pails of
18 waste provided to Service Pumping & Drain Company
19 between 1975 and 1979?

20 A. Yes.

21 Q. Could you explain how you prepared
22 Exhibit C?

23 A. Yes.

24 Q. Would you please explain?

1 Ottati and Goss?

2 MR. STARK: When you say "give", do
3 you mean give?

4 MS. YU: No.

5 Q. I mean when did you contract with
6 Ottati and Goss for the removal of Quinn's waste?

7 A. I believe it was late January of 1979.

8 Q. Okay. But prior to that instance in
9 late January of 1979, did all Quinn waste go to
10 Service Pumping & Drain Company for disposal
11 between December of 1975 and late January of 1979?

12 A. I would say they were the primary
13 contractor.

14 Q. Did you contract with anyone else; do
15 you have any purchase orders for disposal of
16 liquid or solid waste for 5-gallon pails of any
17 other disposer during that time period?

18 A. I do not know.

19 MR. STARK: Let me just try and
20 clear something up. You are saying '75 to '79?

21 MS. YU: I am saying December of '75
22 through January of '79.

23 MR. STARK: Did you begin that
24 December of '75?

1 period?

2 A. I can't answer that. I don't have the
3 knowledge to answer that.

4 Q. That would be the developmental
5 chemists and the analytical chemists?

6 A. Right.

7 Q. During the 1975 to '79 period, would
8 the wastes from that time period have contained
9 the same types of chemicals that K. J. Quinn used
10 as raw materials?

11 A. Yes.

12 Q. Would the waste from that time period
13 have contained the same types of chemicals that
14 were found in K. J. Quinn products from that time
15 period?

16 A. Yes.

17 Q. Would that be particularly true of
18 wastes that were off-specification products?

19 A. Generally, yes.

20 (Defendant K. J. Quinn & Company,
21 Inc.'s Answers to Plaintiff State of
22 New Hampshire's Interrogatories is marked as
23 Government Exhibit 1 for identification.)

24 Q. I show you what I have marked as

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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,)	
)	
Plaintiff)	
)	
vs.)	Civil Action
)	No. C-83-547-D
RICHARD NOTTOLO, ET AL,)	
)	
Defendant.)	

CONTINUED DEPOSITION of HARRIN FELDMAN,
 taken on behalf of the Plaintiff,
 The United States, pursuant to the Federal Rules
 of Civil Procedure, before Dean E. Dow, Shorthand
 Reporter, a Notary Public within and for the
 Commonwealth of Massachusetts, at the Offices of
 the K. J. Quinn Company, 195 Canal Street,
 Malden, Massachusetts on Wednesday, February 6,
 1985, commencing at 11:30 A.M.

1 A. Yes.

2 Q. Between March of 1976 and December
3 of 1978, do you know of any of the types of wastes
4 as reflected in Exhibit C, these liquid and solid
5 wastes from production lines and from
6 laboratories, that were transferred to a disposal
7 contractor, other than Service Pumping & Drain
8 Company, from Quinn's Seabrook and Maiden
9 facilities?

10 A. Not in that time frame, with the
11 exception that I gave you a moment ago that on one
12 or two occasions other people looked into
13 reclaiming of materials.

14 Q. And that was, I believe you stated,
15 that was a small amount?

16 A. Right.

17 Q. So is it correct to say that the vast
18 majority of this waste from production lines and
19 laboratories during the '76 through '78 time
20 period was transferred to Service Pumping & Drain
21 Company?

22 A. Yes.

23 Q. During the three-year time period of
24 1976 to 1978, is it probable that all of the

1 gone to Mr. Mottolo, and if the factors as a
2 disbursing agent were bad, for example, the
3 manufacturer would take them back. With
4 surfactants what you are talking is you are
5 talking about dishwashing detergents, the liquid
6 that you use to wash dishes.

7 Q. What we are talking about is the raw
8 material as a pure item, we are talking about it
9 mixed up in, say, an off-specification product?

10 A. Well, with my knowledge of what
11 Mr. Mottolo took, I would say it is very unlikely.

12 Q. You have referred a number of times to
13 stuff being nonhazardous and therefore unlikely to
14 be given to Mr. Mottolo. Is basically what was
15 differed to Mr. Mottolo what you considered
16 hazardous at the time?

17 A. I would say that most of what he took
18 by today's definitions would be considered
19 hazardous because basically it was flammable.
20 Whether it was a solid or whether it was a liquid,
21 most of what he took was hazardous by definition
22 of flammability.

23 Q. How about the waxes?

24 A. Waxes are possible; casein is

1 administration. Purchasing, which is Mrs. Martin,
2 and Martin is under his jurisdiction, so probably
3 Sam would have given you the answer or he might
4 have gotten the answer from Mrs. Martin. But
5 Mr. Karcher would know the answer possibly; but if
6 he said he didn't know when you questioned him --

7 Q. I haven't asked him yet.

8 A. Oh.

9 Q. At least I don't believe I have asked
10 him yet. I may have.

11 (Off-the-record discussion.)

12 Q. When you referred earlier to that most
13 of the wastes transferred to Mottolo would be
14 considered flammable under current standards, are
15 you referring to the Resource Concentration and
16 Recoverability Flammability Standard?

17 A. I would say -- I have forgotten, what
18 do they follow, NFPA or DLT, but the definition of
19 a flammable liquid is -- or flammable solid has a
20 flash point below 100 degrees F, closed cup flash
21 point below 100 degrees F, and I believe, I don't
22 know who the originator is, whether it's NFPA
23 or --

24 Q. Okay. By NFPA you mean the National

1 Fire Protection Association?

2 A. Yeah.

3 Q. And what you are saying is what is
4 meant by flammable current standards is that
5 liquids and solids were, had a flash point of
6 under a hundred degrees?

7 A. Fahrenheit, right.

8 Q. Referring to Exhibit F-7 and to the.
9 November 21 day of deposition, there is a
10 description of Malden and Seabrook processes and
11 products and raw materials, there is a notation at
12 the bottom of Page 3 which says that all areas,
13 both Malden and Seabrook, New Hampshire, can
14 generate a small percent of obsolete and
15 off-specification products which have to be
16 disposed of as waste, the type and amount of
17 products varies and is difficult to project.

18 I also would like to sort of lay the
19 background for my question. To follow up this
20 matter about the type and amount of off-spec
21 product in '75 and '79 disposed of as waste, I had
22 asked in the Interrogatory 40-E of the second set
23 of interrogatories --

24 A. Please indicate for each manufacturer's

1 have been present in the waste generating in this
2 '75 through '78 period, whether they would have
3 been present in the unpumpable wastes as well as
4 the pumpable wastes?

5 MR. STARK: Well, first of all, he
6 hasn't testified that they would be. He testified
7 that they could be.

8 MS. YU: I think the question was
9 either were they or would they be. Let's read
10 back the question.

11 (The requested portion of the record
12 was read by the Reporter.)

13 Q. What did you understand my question to
14 be with those chemicals? We went through toluene,
15 and then we went through all of the rest of the
16 chemicals, and did you understand that question to
17 mean could those chemicals or would those
18 chemicals be in the wastes provided to
19 Mr. Mottolo?

20 A. Well, I answered the question would or
21 could, would or could the chemicals that you named
22 be present in the wastes given to Mr. Mottolo
23 during that time period.

24 Q. I could go back through them all

1 again. Would your answer be if I asked you just
2 would that -- what would your answer be if I went
3 through all those chemicals and said I wanted to
4 know would those chemicals be there?

5 A. I think I would have to classify it as
6 likely, unknown or unlikely.

7 Q. I guess I tried to go too fast through
8 it. Maybe we should just go back and do it over
9 again.

10 A. Okay.

11 Q. Would the chemical, toluene, have been
12 in the wastes that were provided to
13 Service Pumping & Drain Company generated in the
14 period 1975 through 1978?

15 A. Yes.

16 Q. Would they have been in the unpumpable
17 wastes provided to Service Pumping & Drain Company
18 -- I mean, would toluene have been in the
19 unpumpable waste?

20 A. Yes.

21 Q. Would the chemical, xylene, have been
22 in the waste provided to Mr. Mottolo in the period
23 1975 through 1978?

24 MR. STARK: Which one are you

1 looking at?

2 MS. YU: Xylene.

3 A. When I say, yes, I think what I am
4 saying is, yes, very likely.

5 Q. Because you don't have records from
6 that time, so you can't say, yes, absolutely; the
7 best you can say is, yes, very likely?

8 A. Yes.

9 Q. Would it have been present in the
10 unpumpable wastes given to Mr. Mottolo?

11 A. Yes, very likely.

12 Q. Would the chemical, tetrahydrofuran,
13 have been present in the wastes given to
14 Mr. Mottolo during the 1975 through 1978 time
15 period?

16 A. Yes.

17 Q. Would the chemical, tetrahydrofuran,
18 have been present in the unpumpable wastes given
19 to Mr. Mottolo during the 1975 through 1978 time
20 period?

21 A. Possibly.

22 Q. Would the chemical, methyl ethyl
23 ketone, have been present in the waste given to
24 Mr. Mottolo during the 1975 through 1978 time

1 period?

2 A. Yes.

3 Q. Would the chemical, methyl ethyl
4 ketone, have been present in the unpumpable waste
5 given to Mr. Mottolo or Service Pumping & Drain
6 Company?

7 A. Yes.

8 Q. Would the chemical, methyl isobutyl
9 ketone, have been present in the waste given to
10 Mr. Mottolo during the 1975, 1978 time period by
11 Quinn, these are all by Quinn?

12 A. Yes.

13 Q. Would the chemical, methyl isobutyl
14 ketone, have been present in the unpumpable waste
15 given by Quinn to Mr. Mottolo during the 1975 to
16 1978 time period?

17 A. Yes, very likely, the prefix to the,
18 yes, is very likely.

19 Q. Would the chemical, acetone, have been
20 in the waste given to Mr. Mottolo during the 1975
21 through 1978 time period?

22 A. Yes. I would say not very likely on
23 that one.

24 Q. Would the chemical, acetone, have been

1 present in the unpumpable waste given to
2 Mr. Mottolo during the 1975 to 1978 time period?

3 A. No.

4 Q. It would only be present in the liquid
5 waste?

6 A. That would be my best interpretation of
7 it from my knowledge, okay.

8 Q. And when you say, "no", you are saying
9 not very likely or you are saying categorically,
10 no?

11 A. It is very difficult to say, you know,
12 absolutely, because there isn't that much
13 knowledge of everything done by every person.
14 What I am saying is that my knowledge of the
15 operations is that it was material that was not
16 used or used so infrequently in the manufacture of
17 our products that I can't conceive of how it would
18 appear in the solid waste, if that helps.

19 Q. Would the chemical, butanol, be present
20 in any of the waste given to Mr. Mottolo during
21 the 1975 to 1978 time period?

22 A. Yes.

23 Q. Would the chemical, butanol, be present
24 in any of the unpumpable waste given to

1 Mr. Mottolo during the 1975 through 1978 time
2 period?

3 A. It's not very likely, but it is likely
4 that it could be in the solid waste.

5 Q. Would the chemical, methyl propyl
6 ketone, be present in any of the wastes that were
7 given to Mr. Mottolo?

8 A. No.

9 Q. Would the chemical, hexanol, be present
10 in any of the wastes given to Mr. Mottolo during
11 the '75 to '78 time period?

12 A. No.

13 Q. Would the chemical, methanol, be
14 present in any of the wastes given to Mr. Mottolo
15 during the 1975 through 1978 time period?

16 A. Yes.

17 Q. Would the chemical, methanol, be
18 present in any of the unpumpable waste given to
19 Mr. Mottolo during the 1975 through 1978 time
20 period?

21 A. I will say likely on that one. Let me
22 retract that and say I just can't define that
23 one. It's difficult, from my knowledge, to say
24 likely or unlikely.

1 Q. Do you know how methanol was used by
2 the company, by Quinn?

3 A. Yes.

4 Q. How was it used?

5 A. In liquid products as a component of
6 liquid products.

7 Q. A carrier like some of the other
8 solvents?

9 A. Right.

10 Q. Would the chemical, dimethyl formamide,
11 be present in any of the wastes provided to
12 Mr. Mottolo during the 1975 through 1978 time
13 period?

14 A. Yes.

15 Q. Would the chemical, dimethyl formamide,
16 be present in any of this unpumpable waste given
17 to Mr. Mottolo during the '75 through '78 time
18 period?

19 A. Yes.

20 Q. Would the chemical, isopropanol, be
21 present in any of the waste given to Mr. Mottolo
22 during the 1975 through 1978 time period?

23 A. Yes, to liquids; yes, to wastes,
24 isopropanol, yes, to solids. It could be likely

1 present in both categories.

2 Q. Would the chemical, methyl acetate, be
3 present in any of the waste provided to Mottolo in
4 1975 to 1978?

5 A. No.

6 Q. Would the chemical, isoacetate, be
7 present?

8 A. Yes and yes.

9 Q. Yes as to both?

10 A. Yes, general category; yes, present in
11 solid waste.

12 Q. Would the material described as
13 polyester urethane be present in any of the waste
14 given to Mr. Mottolo during the '75 through '78
15 time period?

16 A. Yes, and, yes, in solids.

17 Q. Yes as to solids?

18 A. Yes.

19 Q. Would the chemical, nitrocellulose, or
20 the material described as nitrocellulose be
21 present in any of the waste given to Mr. Mottolo
22 during the '75 through '78 time period?

23 A. Yes.

24 Q. Would the chemical, nitrocellulose, be

1 present in any of the unpumpable waste given to
2 Mr. Mottolo during the 1975 to '78 time period?

3 A. No.

4 MR. STARK: I would like to break to
5 get some water.

6 MS. YU: Sure.

7 (A short recess is taken.)

8 Q. Is nitrocellulose present -- I mean,
9 Quinn makes nitrocellulose lacquers, doesn't it?

10 A. Yes.

11 Q. Do any of those lacquers ever become an
12 off-spec product or otherwise become -- well, do
13 they ever become off-spec products, before I am
14 accused of asking a double question?

15 A. Yes.

16 Q. Do any of them become unpumpable
17 off-spec products?

18 A. No.

19 Q. The other lacquers are, I mean, there
20 are wastes, unpumpable wastes from the lacquer
21 department, isn't that correct?

22 A. Yes.

23 Q. That would mostly or would that
24 entirely be from the other types of lacquers

1 produced by Quinn?

2 MR. STARK: Other than?

3 Q. Nitrocellulose lacquers?

4 A. You better ask the question again. It
5 is getting a little confusing.

6 Q. Well, I was interested in your answer
7 that you didn't think that there would be
8 nitrocellulose present in any of the unpumpable
9 waste, because I understand from the purchase
10 orders that there was, during the '75 to '78 time
11 period, a fair amount of unpumpable waste from the
12 lacquer department, and I just wondered whether
13 there was some reason why the unpumpable waste
14 would not come from the nitrocellulose lacquers as
15 opposed to the other lacquer production at Quinn?

16 A. Well, I think the answer is that
17 nitrocellulose would not be disposed of in the
18 solid form because of its inherent hazard.

19 Q. What about nitrocellulose that was in a
20 lacquer and the lacquer may have gelled? I mean,
21 I am not talking pure nitrocellulose.

22 A. Well, that's why precautions would be
23 taken to make sure that no solid nitrocellulose is
24 stored or disposed of. It was always a policy to

1 make sure that anything with nitrocellulose was
2 disposed of as a liquid, it would be a small part
3 of liquid coating, and I don't know of any case
4 where solidified nitrocellulose would be disposed
5 of.

6 Q. Are you speaking of just plain
7 nitrocellulose, or what if there was sort of
8 nitrocellulose that was atomized in the lacquer; I
9 understand in the lacquer production that things
10 were dissolved, solids were dissolved --

11 A. So what is the question?

12 Q. The question is could there have been
13 unpumpable wastes which were gelled nitrocellulose
14 lacquers?

15 A. No.

16 MS. YU: Going back to the original
17 line of questioning, would there have been --
18 could you read me back the question right before
19 the first nitrocellulose question?

20 (The requested portion of the record
21 was read by the Reporter.)

22 Q. Would the chemical, cyclohexanane, be
23 present in any of the waste provided to
24 Mr. Mottolo during the 1975 to 1978 time period?

1 A. Yes.

2 Q. Would the chemical, cyclohexanane, be
3 present in any of the unpumpable waste provided to
4 Mr. Mottolo during that 1975 through 1978 time
5 period?

6 A. Possibly.

7 Q. Would the chemical or compound,
8 polyvinyl chloride, in a dissolved state be
9 present in any of the waste provided to
10 Mr. Mottolo during the 1975 to 1979 period?

11 A. Yes.

12 Q. Would the chemical, poly or compound
13 polyvinyl chloride, in a dissolved state be
14 present in any of the unpumpable waste provided to
15 Mr. Mottolo during the 1975 to 1978 time period?

16 A. Possibly, with the reservation if you
17 are saying in a dissolved state, that means that
18 it is dissolved in a liquid normally, and then you
19 are saying solid.

20 Q. Well, I guess I am thinking of the
21 situation where it was originally dissolved in the
22 liquid and the liquid gelled up, which, I guess,
23 was one of the waste materials, waste that became
24 unpumpable for Quinn wastes?

1 A. I will give you a possibly on that.

2 Q. Okay. Was the chemical, methyl
3 methacrylate, present in any of the waste provided
4 to Mr. Mottolo during the 1975 through 1978 time
5 period?

6 A. Yes.

7 Q. Was the chemical, methyl methacrylate,
8 present in any of the unpumpable waste given to
9 Mr. Mottolo during that 1975 through 1978 time
10 period?

11 A. Not likely.

12 Q. And why would that not be likely?

13 A. I am just trying to think of how to
14 phrase it. The way we use methyl methacrylate in
15 our products, if it was in a solid form, it would
16 be reacted, and it would not be recognizable as
17 methyl methacrylate anymore.

18 Q. Would there have been traces left of
19 methyl methacrylate?

20 A. Not by my normal understanding of
21 methyl methacrylate of trace.

22 Q. What is your normal understanding of
23 trace?

24 A. Let me just say, 20 parts per million.

1 Q. Would the chemical, sodium acetate, be
2 present in any of the waste given to Mr. Mottolo
3 during that 1975 to 1978 time period?

4 A. No.

5 Q. Would the chemical, butyl acetate, be
6 present in any of the waste given to Mr. Mottolo
7 during that 1975 to 1978 time period?

8 A. Yes.

9 Q. Would the chemical, butyl acetate, be
10 present in any of the unpumpable waste given to
11 Mr. Mottolo during that 1975 through 1978 time
12 period?

13 A. Likely, yes.

14 Q. Would the chemical, cellusolve acetate,
15 be present in any of the waste given to
16 Mr. Mottolo during the 1975 through 1978 time
17 period?

18 A. Yes.

19 Q. Did I ask you about the unpumpable
20 waste?

21 A. On that one?

22 Q. Yes.

23 A. Not yet.

24 Q. Did the chemical, cellusolve, would tne

1 chemical, cellusolve acetate, be present in any of
2 the unpumpable waste given to Mr. Mottolo during
3 the 1975 to 1978 time period?

4 A. Possibly.

5 Q. Would the chemical, diisobutyl ketone,
6 be present in any of the waste given to
7 Mr. Mottolo during the 1975 to 1978 time period?

8 A. Yes.

9 MR. STARK: Is that the MDI? I
10 wonder if I missed it the first time around. It
11 isn't on my list. Is it possible you skipped over
12 it the first time you asked?

13 MS. YU: I think I may have skipped
14 over it the first time I asked.

15 MR. STARK: And it's diisobutyl
16 ketone?

17 MS. YU: Yes.

18 Q. The keytones are the glycol ethers?

19 A. Not to my knowledge, different family
20 of chemicals.

21 Q. What is a glycol ether typically, the
22 acetates?

23 A. Well --

24 Q. I don't want to bother you if that is

1 not something --

2 A. Ketone is a chemical family denoting a
3 certain type structure; ether is another chemical
4 structure resulting in a family of chemicals;
5 ester is another family, and they have distinct
6 separate family chemical structures.

7 Q. Okay. Is the chemical, would the
8 chemical, diisobutyl ketone, be present in any of
9 the unpumpable waste given to Mr. Mottolo during
10 the 1975 to 1978 time period?

11 A. Possibly.

12 Q. Could any of the chemicals in the
13 glycol ether family, which I believe are described
14 on Exhibit D as methyl cellusolve, cellosolve
15 solvent, butyl cellusolve and methyl cellosolve,
16 be present in the waste given to Mr. Mottolo
17 during the 1975 through 1978 time period?

18 A. Yes.

19 Q. Anyone in particular or all of those
20 three could have been in there, that's methyl
21 cellosolve?

22 A. The most likely would be the methyl
23 cellusolve solvent. Methyl cellusolve would be
24 possible, cellosolve solvent would be possible --

1 well, I would say, likely, to methyl cellosolve;
2 yes, to cellusolve solvent; and I can't answer
3 butyl cellosolve. I don't want to say, no; and I
4 can't say, yes. Possibly. And methyl cellusolve
5 is the same, it is just a repeat of the same
6 material.

7 Q. Would the chemical, methyl cellusolve,
8 or cellusolve solvent be present in the unpumpable
9 waste?

10 A. It's possible.

11 Q. Okay. Would material described as
12 polyester polyurethane be present in the waste
13 given to Mr. Mottolo?

14 A. Yes.

15 Q. Would the material described as
16 polyester polyurethane be present in the
17 unpumpable waste given to Mr. Mottolo?

18 A. Yes.

19 Q. Would the chemical, MDI, which is
20 dyphenyl methane diisocyanate, be present in any
21 of the waste given to Mr. Mottolo?

22 A. Yes.

23 Q. Would the chemical, MDI, be present in
24 any of the unpumpable waste given to Mr. Mottolo

1 during the 1975 to 1978 time period?

2 A. Yes.

3 Q. Maybe I missed dimethyl formamide.

4 Would the chemical, dimethyl formamide, be present
5 in any of the waste given to Mr. Mottolo?

6 A. Yes.

7 Q. Would the chemical, dimethyl formamide,
8 be present in any of the unpumpable waste given to
9 Mr. Mottolo?

10 MR. STARK: That's DMF, right?

11 MS. YU: Right.

12 Q. Would the chemical, toluene
13 diisocyanate, be present in any of the waste given
14 to Mr. Mottolo during the 1975 through 1978 time
15 period?

16 A. Yes.

17 Q. Would the chemical, toluene
18 diisocyanate, be present in any of the unpumpable
19 waste given to Mr. Mottolo during the 1975 to 1978
20 time period?

21 A. Yes.

22 Q. Would the compound or material
23 described as polycaprolactone be present in any of
24 the waste given to Mr. Mottolo during the 1975

1 through 1978 time period?

2 A. Yes.

3 Q. Would the chemical or material
4 described as polycaprolactone be present in any of
5 unpumpable waste given to Mr. Mottolo in the 1975
6 through 1978 time period?

7 A. Yes.

8 Q. Is polycaprolactone a certain type of
9 polyurethane?

10 A. It is a major component of solid --
11 well, they also use it in liquids, it is a major
12 raw material for polyurethanes.

13 Q. Were there any oils present in any of
14 the wastes provided to Mr. Mottolo during the 1975
15 through 1978 time period?

16 A. I would say, yes, on that.

17 Q. Were there any oils present in the
18 unpumpable waste given to Mr. Mottolo during the
19 1975 to 1978 time period?

20 A. No.

21 Q. You're thinking of what kinds of wastes
22 would have had the oils in them?

23 A. My estimation would be liquids.

24 Q. Yes, but what kind of liquids, products

1 or cleaning, not cleaning solutions?

2 A. Well, any liquid was all handled on a
3 bulk basis.

4 Q. I guess I am asking what kind of, you
5 know, the liquids came from different, liquid
6 wastes came from different kinds of processes or
7 some came from cleaning solutions and others came
8 from, I presume, off-spec products?

9 A. Well, given, you would have to define
10 oil, okay. I'm thinking of two oils that might
11 have gotten into the liquid, okay. I can't think
12 of any place where the oil would have gotten into
13 the solid.

14 Q. What were the two oils that might have
15 gotten into the liquid?

16 A. Well, one is a leather -- an oil that
17 is used in leather that might have been
18 contaminated called Neet's Oil that you condition
19 leather with; and I can't think of the specific
20 name of it, but there is another oil that I know
21 that fits the description of an oil that is used
22 as a raw material.

23 Q. So unless -- well, could it have been
24 an off-spec product that solidified from one of

1 those type products that had that kind of oil in
2 it?

3 A. Well, my answer is based on my
4 appraisal. Not likely, that is why I have said,
5 no.

6 Q. And you hadn't heard of the name,
7 pentenon, in connection with Quinn?

8 A. No.

9 Q. Would the material, glycol, be present
10 in the waste provided to Mr. Mottolo during the
11 1975 through 1978 time period?

12 A. Yes.

13 Q. Would the material, glycol, be present
14 in the unpumpable waste provided to Mr. Mottolo
15 during the 1975 to 1978 time period?

16 A. Yes.

17 Q. Would the material or compound,
18 polyethylene glycol, be present in any of the
19 waste provided to Mr. Mottolo during the 1975 to
20 1978 time period?

21 A. Yes.

22 Q. Would the material or chemical or,
23 polyethylene glycol, be present in any of
24 unpumpable waste given to Mr. Mottolo during the

1 1975 to 1978 time period?

2 A. Yes.

3 Q. Would the compound, polymethyl
4 methacrylate, be present in any of the wastes
5 provided to Mr. Mottolo during the 1975 to '78
6 time period?

7 A. Yes.

8 Q. Would the compound, polymethyl
9 methacrylate, be present in any of the unpumpable
10 waste provided to Mr. Mottolo during the 1975
11 through 1978 time period?

12 A. Yes.

13 Q. Would the chemical, lead, be present in
14 any of the waste provided --

15 A. Let me go back to polymethyl
16 methacrylate and say, possibly, rather than, yes.

17 Q. In general or with regard to the
18 unpumpables?

19 A. Unpumpables, possibly.

20 Q. How about the chemical, methyl crylic
21 acid, would that be present in any of the waste
22 provided to Mr. Mottolo during the '75 through
23 1978 time period?

24 A. No, not likely.

1 Q. How about ethyl acrylate or butyl
2 acrylate?

3 A. Ethyl acrylate or butyl acrylate,
4 possibly.

5 Q. Possibly?

6 A. To any of the wastes given to Mottolo.

7 Q. But how about the unpumpable waste?

8 A. No, not likely.

9 Q. All right. Would the chemical, lead,
10 be present in any waste given to Mr. Mottolo
11 during the 1975 through 1978 time period?

12 A. Yes.

13 Q. Would the chemical, lead chromate, be
14 present in any of the waste provided to
15 Mr. Mottolo during the 1975 through 1978 time
16 period?

17 A. Yes.

18 Q. Now, would that primarily be in some
19 form of a pigment in a lacquer or other kind of
20 product or were there other areas where there was
21 lead chromate used?

22 A. I would say the former.

23 Q. The pigments -- I'm sorry. I am not
24 sure whether I asked you this. Was the chemical,

1 lead, present in any of the unpumpable waste given
2 to Mr. Mottolo in the 1975 through 1978 time
3 period?

4 A. Yes.

5 Q. Was the chemical, lead chromate,
6 present in any of the unpumpable waste given to
7 Mr. Mottolo during this '75 through '78 time
8 period?

9 A. Wait a minute. You better go back to
10 the --

11 MR. STARK: Can I ask you a question
12 on lead; isn't lead a mineral as opposed to a
13 chemical?

14 MS. YU: Well, not being a chemist,
15 myself, I think it's fair to say that i.e., with a
16 caveat, not being a chemist myself, that lead is
17 an element and elements are chemicals, but I can
18 refer to it as the mineral, lead, if you want.

19 THE WITNESS: It is a problem. Let
20 me just differentiate. If you asked me generally
21 if sodium was present, sodium is an element, it
22 can't exist. It would burst into flames if you
23 left it sitting on the table, but sodium is
24 present in the mineral form in sodium chloride.

1 The answer to your question, Was lead present in
2 any of the waste; yes, in the mineral form, not as
3 pure lead.

4 Q. But lead isn't like sodium, I mean, you
5 can't have a chunk of lead, can you?

6 A. But we don't use lead in that form, so
7 it would not be in the waste, we don't use pure
8 lead.

9 Q. What kinds of compounds of lead do you
10 use?

11 A. As a mineral in a pigment.

12 Q. As a mineral. What does it combine
13 with?

14 A. Lead chromate.

15 Q. Anything else?

16 A. Lead oxide, I think.

17 Q. All right. Going back to the other
18 question, was the chemical, lead chromate, present
19 in any of the waste provided to Mr. Mottolo during
20 this '75 through 1978 time period?

21 A. Yes.

22 Q. I'm sorry. I meant to say in any of
23 the pumpable waste provided to Mr. Mottolo in the
24 1975 through 1978 time period?

1 A. Yes.

2 Q. I believe you said, no, to arsenic?

3 A. Right, no, to arsenic.

4 Q. Okay. Was the chemical, chromium,
5 present in any of the waste provided to
6 Mr. Mottolo during the '75 through '78 time
7 period?

8 A. In mineral form.

9 Q. Meaning as a --

10 A. Lead chromate.

11 Q. As a chromate?

12 A. Yes.

13 Q. Any other type of chromate besides lead
14 chromate?

15 A. That's the one that I am familiar with
16 is a chromate; there are possibly others, but I
17 can't remember and tell you what they would be.

18 Q. Are there compounds described as
19 phthalates?

20 MR. BEESON: Betty, you didn't ask
21 him about unpumpable waste.

22 MS. YU: I had asked him about lead
23 chromate.

24 MR. BEESON: Sorry.

1 Q. Were the chemicals described as
2 phthalates present in any of the waste provided to
3 Mr. Mottolo during the '75 through '78 time
4 period?

5 A. Yes.

6 Q. Were the chemicals described as
7 phthalates present in any of the unpumpable waste
8 provided to Mr. Mottolo during the 1975 through
9 1978 time period?

10 A. Not likely.

11 Q. And that would be because it was part
12 of products that would generally just not gel up,
13 that would just generally become liquid?

14 A. Yes.

15 (Off-the-record discussion.)

16 (The Certificate of Insurance is
17 marked as Government Exhibit EB for
18 identification.)

19 Q. I show you what I have marked as
20 Government Exhibit BB for I.D. to this deposition,
21 and first I ask you to identify it?

22 MR. STARK: Are you asking him to
23 tell you what it is or if he can identify it?

24 Q. Let me ask you first if you can

THE STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS.

SUPERIOR COURT

 STATE OF NEW HAMPSHIRE *
 AND TOWN OF EXETER *
 v. *
 RICHARD J. MOTTOLO AND *
 K. J. QUINN & CO., INC. *

DEPOSITION OF ROBERT E. KARCHER

Deposition taken by agreement of counsel at the
 law offices of Nutter, McClennen & Fish,
 600 Atlantic Avenue, Boston, Massachusetts, on
 Monday, July 16, 1979, commencing at 5:12 p.m.

Court Reporter:

David R. Jordan, CSR

Jordan & Bragan

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1 methacrylate resin.

2 Q Was that consistent with products from Quinn?

3 A No. It most likely is not from Quinn.

4 Sample No. 12 was the other one that Tom furnished,
5 which was from the top of the landfill, and this is the
6 reaction for it after isocyanate and water. And this
7 was probably from Quinn's Seabrook plant and was probably
8 some raw material, the isocyanate that we used that got
9 contaminated with water and was discarded.

10 Q Okay. Referring to your Exhibit D of the discovery
11 production, in part "B.," in the part designated "waste,"
12 you refer to wash solvents. Do you know what solvents
13 are referred to specifically?

14 A They'd be the -- they could be any of the solvents
15 listed in the raw material section.

16 Q Okay. Any or any combination of those?

17 A Yes.

18 Q On page 2 of Exhibit D, part "B," again in the section
19 designated "waste," wash solvents are again referred to.
20 Do you know what solvents specifically that would
21 include?

22 A Refer to page 5; you'll find a list of solvents there.
23 It could be any of those solvents or mixture.

1 Q All right. All of those solvents listed on page 5
2 are used from time to time to clean reactors?

3 A They could be. Generally you would use the less
4 expensive solvent that was an active solvent for the
5 material you were cleaning from the equipment.

6 Q So which of the solvents were used would depend on
7 what materials were being cleaned and some cost factor?

8 A That's correct.

9 Q That's true, I take it, of -- referring to page 3,
10 in part "C," of the Malden processes where it refers to
11 wash solvents for mixing tanks --

12 A The same thing would apply.

13 Q -- would there be instances where you would have a
14 mixture of solvents for washing purposes?

15 A It's possible.

16 Q Does the company take any precautions with regard to
17 mixing these various solvents that you use?

18 A In what way?

19 Q Well, does the company feel that mixing any of these
20 solvents in certain combinations could cause hazards to
21 its employees or anyone else who might come in contact
22 with them?

23 MR. PARROTT: Object to the form of the

THE STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS.

SUPERIOR COURT

* * * * *

STATE OF NEW HAMPSHIRE,
Plaintiff,

V.

RICHARD A. MOTTOLO AND
K. J. QUINN & CO., INC.,
Defendants.

* * * * *

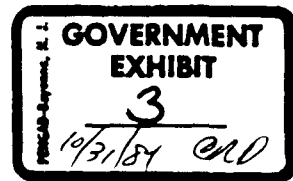
Equity No. E-95279

DEPOSITION OF RICHARD A. MOTTOLO

Deposition taken by agreement at the law offices
of Kearns and Colliander Professional Association,
108 High Street, Exeter, New Hampshire, on
Thursday, June 21, 1979, commencing at 10:25 a.m.

Court Reporter:

David R. Jordan, CSR



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1 A Well, I just have my son. He's only two. He doesn't.

2 Q Brothers or anything like that?

3 MR. FRASIER: Objection. You may answer.

4 A - I wouldn't know. I mean -- (Deponent stopped talking.)

5 Q Isn't there some property abutting your property in
6 Raymond that's owned by some relation of yours?

7 MR. FRASIER: Objection. You may answer.

8 A Not as far as I know there's not.

9 Q All right. When did you obtain this property in
10 Raymond?

11 A Ah, let's see. I think it's about '64. Yeah. I'd have
12 to look it up to be absolutely sure.

13 MR. FRASIER: Off the record.

14 (Discussion off the record.)

15 Q What purpose did you obtain it for?

16 A Raise livestock.

17 Q Have you ever had any surveys done on it or topographical
18 studies?

19 A Not I, no.

20 Q How big is the parcel?

21 A I think it's 65 acres more or less.

22 Q Do you know anything about the characteristics of the
23 property: depth of soil to ledge, water table, those sort

1 of things?

2 A No. I just -- I noticed there's a lot of big rocks, and
3 that's it. I walked around it once or twice when I first
4 bought it, you know.

5 Q There's a well on the property, isn't there?

6 A A dug well, right.

7 Q It's a dug well?

8 A Well, it's a shallow one probably ten feet deep or
9 something like that.

10 Q Was that there when you purchased it?

11 A No, there was nothing there.

12 Q You had the well dug, then?

13 A Right.

14 Q When did you get into Service Pumping & Drain Co.?

15 A Let's see. Six and a half years ago would have been --

16 MR. PARROTT: I can't hear you, sir.

17 A Six and a half years ago. It was in the fall. I think
18 I took over the -- actually, after the first of the year
19 on -- probably '73 or '74. Wait a minute. '73, I guess
20 I took it for six months just to -- it's not six months;
21 two months to try out the business on a trial basis, and
22 then I assumed ownership of it. It was like January 2nd
23 or 3rd, something like that, after a two months' trial.

- 1 Q You purchased the company from somebody?
- 2 A Yes.
- 3 Q Who did you purchase it from?
- 4 A Service Enterprises, Inc.
- 5 Q Do you have an address on them?
- 6 A It's Wakefield. I think it's Box 5.
- 7 Q Who did you deal with at Service Enterprises, Inc.?
- 8 A A Herbert Hewitt.
- 9 Q Spell his last name.
- 10 A H-e-w-i-t-t.
- 11 Q What's your relationship with Mr. Hewitt? Was there a
12 relationship prior to buying the company?
- 13 A No. I -- I didn't know him at all.
- 14 Q What was the purchase price of the company?
- 15 MR. FRASIER: Objection. You may answer.
- 16 A Forty-five thousand.
- 17 Q What was included?
- 18 A A couple of septic tank trucks.
- 19 MR. FRASIER: I'm going to
20 of questioning. May my objectic
21 answer. trucks,
- 22 A An old, beat up catch basin truck,
23 equipment, established name, you ki

1 A Half a dozen.

2 Q Are those field people, or office staff or what?

3 A Field. I have one secretary four days a week.

4 Q Is that included in the six employees that you have?

5 A Well, it varies a little bit because I have a couple
6 part-timers. Occasionally we go over the six,
7 occasionally we go under six, but as an average that's
8 probably about right.

9 Q How many did you have when you acquired the business in
10 1973?

11 A Three, and one of those was part-time.

12 Q When did you add the additional people?

13 A During the course of the six years.

14 Q Do you recall specifically?

15 A You know, gradually, I'd say.

16 Q What was the nature of the work this company did when
17 you first acquired it? I mean the work that you were
18 doing when you first acquired the company in 1973.

19 A Pumping septic tanks, cesspools. Let's see. Roto-Rooter
20 sewer lines, clean grease traps in restaurants and
21 power snaking like sink drains and stuff like that.

22 Q Where did you dispose of the liquids that you were
23 pumping and materials that you were cleaning out of

1 drains?

2 MR. FRASIER: Objection. If it does not relate
3 to the State of New Hampshire, I would object and direct
4 you not to answer.

5 MR. KINDER: What's the basis of your direction
6 not to answer?

7 MR. FRASIER: It's irrelevant to this case. I
8 think it's -- well, first of all, I don't think I have
9 to state an objection on the record.

10 MR. KINDER: I'd like to know. I think he's
11 obligated to answer, because I think it may lead to some
12 relevant information. And those are the rules of
13 discovery. If you've got a basis on why he shouldn't
14 answer, then let's hear it.

15 MR. FRASIER: This case presently relates to
16 the State of New Hampshire; and I have advised you in
17 advance of the hearing that if there's anything that
18 relates to any other state, that I was directing my
19 client not to answer on the basis of the fact that it
20 may lead to civil litigation, on the basis it could
21 potentially lead to criminal litigation, and I think he
22 has a Fifth Amendment right, plus other rights. If the
23 answer relates to the State of New Hampshire, I don't

1 object in any way.

2 Q BY MR. KINDER: Okay, let's find that out.

3 MR. PARROTT: I'd like to just state that I
4 would like to take objection to Mr. Frasier's direction
5 not to have this man answer as a co-defendant and I
6 believe, at least, have indemnification rights over
7 against Mr. Mottolo and maybe a class claim right. I
8 think it is wholly relevant to these proceedings as to
9 what he did in general, the general practice of
10 disposing of any waste, wherever he disposed of them and
11 whatever his customer list was during the relevant years.

12 Q BY MR. KINDER: Well, did you dispose of any of these
13 materials in New Hampshire?

14 A Basically, what we have right there is what was disposed
15 in New Hampshire.

16 MR. FRASIER: Just a minute. Off the record.

17 MR. KINDER: Okay.

18 (Discussion off the record.)

19 Q All right, the question is, did you dispose of any of
20 the materials that you obtained through pumping septic
21 tanks, cesspools, sewer lines, and grease traps, that
22 kind of material in New Hampshire?

23 A No.

1 Q Who were your major customers at the time that you
2 started up in this business?

3 MR. FRASIER: Objection. You may answer.

4 A Really don't have any major customers. I mean, there's
5 a lot of residential work. It was mostly residential
6 work when I started, a few restaurants.

7 Q Okay. Can you give me kind of a chronology of -- you
8 started in this business in 1973; presumably, as you've
9 stated, most of it was residential work at the beginning.
10 How did your business develop to the state where it is
11 today?

12 A By working seven days a week and a lot of nights.

13 Q All right, how did it develop in terms of the types of
14 things that Service Pumping & Drain was doing?

15 A Well, we advertised a little bit. One thing seems to
16 lead to another. We -- basically, we provide service.
17 And so -- no direct plan, so to speak, you know; trying
18 to provide service, that's all.

19 Q Okay. At some point did you get into any other types of
20 services that you did other than pumping septic tanks,
21 cesspools and so on?

22 A Yeah, we developed cleaning out car wash pits. And I
23 should mention we also cleaned garage drains quite a bit,

1 too, service stations, Roto-Root those things out a lot.

2 Q Any other types of things that you do?

3 A Pick up sewerage spills in cellars, disinfect ones
4 occasionally. Once in a while we'll clean a -- a
5 sewerage lift station, which is just pumping the grease
6 and stuff out of it, scraping down walls and that.

7 Q Well, at some point did you get into other lines of
8 business?

9 A Well, this was kind of an offshoot as far as the
10 handling barrels.

11 Q When did you start doing that type of work?

12 A I would say 1975.

13 Q Did you have a license to do this type of business in
14 Massachusetts, pumping septic tanks, and cesspools and
15 so forth?

16 MR. FRASIER: Objection. You may answer.

17 A Yes, all the licenses I knew about.

18 Q You had that in 1973 when you started up?

19 A Yeah, the licenses on sewerage basically run from
20 town-to-town.

21 Q No state license?

22 A No, not on pumping, no.

23 MR. FRASIER: Excuse me. Off the record.

(Discussion off the record.)

1
2 Q Now, with regard to hauling waste, okay, barrels and
3 so forth, do you have a license to do that in
4 Massachusetts?

5 A No.

6 MR. FRASIER: Objection. You may answer.

7 MR. PARROTT: What was the answer?

8 MR. REPORTER: No.

9 MR. KINDER: No.

10 Q Do you perform these services that make up your company
11 in states other than Massachusetts?

12 MR. FRASIER: Objection. You may answer.

13 A No.

14 Q So you're saying Massachusetts is the only place you
15 have customers?

16 A Well, except for the -- there's the Seabrook plant of
17 Quinn.

18 Q That's the only one that's outside of the state of
19 Massachusetts?

20 A I think once we pumped some septic tanks for an
21 apartment complex in Seabrook, too; but we're going
22 back five or six years now, and that was only for a
23 short time.

1 today and not a customer tomorrow.

2 Q Would your bookkeeping records --

3 MR. FRASIER: Excuse me.

4 Q -- reflect a list of your accounts?

5 A We could, you know, probably put one together.

6 Q Okay.

7 MR. FRASIER: This is off the record.

8 (Discussion off the record.)

9 Q Well, let's clarify that on the record. Are there other

10 -- you've named Stepan Chemical Company and Hamblett &

11 Hayes as two companies that you've done drain cleaning

12 and so forth, that kind of work on. Are there others?

13 A Well, of course you're aware of Quinn, and those would

14 be the -- the only three that I did any real amount of

15 work for.

16 Q You're talking now just about drain cleaning and pumping

17 and so forth?

18 A Right.

19 Q How about hauling waste?

20 A Only two companies that I did that for.

21 Q And which are those?

22 A K. J. Quinn and Lewis Chemical.

23 Q And where is Lewis Chemical?

- 1 A Hyde Park, Mass.
- 2 Q The pumping that you did for Stepan and Hamblett & Hayes
3 do you know what types of materials were involved in
4 the stuff that you were pumping?
- 5 A Well, my guess is on that mainly a lime slurry or a
6 lime out of the sediments and their treatment plant.
7 That's Stepan. Hamblett & Hayes, they have septic tanks
8 for sewerage and floor drains.
- 9 Q Do you know whether there was any chemical content to
10 those substances other than the lime that you just
11 mentioned?
- 12 A Well, I assume there's a chemical content to anything,
13 but at Hamblett & Hayes there was a problem for a period
14 of -- short period of time with some things in their
15 floor drains, and that was rectified.
- 16 Q What was the problem?
- 17 A Well, there was some -- the septic tanks contained some
18 other things besides water.
- 19 Q Like what?
- 20 A Alum and chromium.
- 21 Q And is it your testimony that you did not transport
22 materials from Stepan Chemical and Hamblett & Hayes to
23 New Hampshire?

1 A Yes.

2 MR. KINDER: One minute.

3 (Mr. Kinder conferred with Mr. Kearns.)

4 Q Do you have insurance coverage for your business?

5 MR. FRASIER: Objection. You may answer.

6 A Yes, I do.

7 Q And who's the company?

8 MR. FRASIER: Objection. You may answer.

9 Just a minute. I'd like to put on the -- I want
10 to go off the record for a minute, then I'll go on the
11 record, too.

12 MR. KINDER: All right.

13 (Discussion off the record.)

14 MR. KINDER: All right, let's go back on the
15 record. What's the last question, Randy?

16 (Question read.)

17 Q Why don't you answer that.

18 MR. FRASIER: Do you know?

19 A Well, Aetna has the overriding. The truck insurance,
20 I think, is a different company. I'm guessing USF&G.

21 Q So there is a general liability policy?

22 A Yes.

23 Q You said that you started up as an aspect of your

1 business hauling waste in 1975, correct?

2 A Yes. I mean, it just developed.

3 Q Okay. Can you explain to me how it developed?

4 A Well, basically, if we had a good customer and they
5 wanted their windows washed, we'd try to oblige. I --
6 I don't really recall.

7 Q Well, do you recall who the first customer was that you
8 hauled waste for?

9 A Drums, it would be Quinn.

10 Q Quinn was the --

11 A Yup.

12 Q -- first one that you hauled for?

13 A Right.

14 MR. FRASIER: For purposes of the record, I
15 assume the questions on hauling relate to the State of
16 New Hampshire. If in any way your question is other than
17 the State of New Hampshire, would you inform my client in
18 advance so that I may protect the record?

19 MR. KINDER: Okay, yeah.

20 Q I'm asking, who was the first person you hauled waste for
21 whether it be in Massachusetts or New Hampshire?

22 A Well, basically, septic tanks, that's waste; grease traps
23 are waste.

1 Q Let me clarify it.

2 A Okay.

3 Q Other than the types of waste that you would haul other
4 than from pumping septic tanks, cesspools or cleaning
5 drains.

6 A This would be hard to say with -- you know, with an
7 absolute accuracy on it. Barrels -- the barrels and
8 what, you know, went to New Hampshire, that I'm certain
9 of.

10 Q Okay. When, apparently, was one of the first, if not
11 the first, person that you hauled barrels for. How did
12 it happen that you got into hauling barrels for Quinn?

13 A Well, I think we cleaned some sediment pits every year
14 for 'em. I don't know exactly how, you know, it
15 developed, but it was -- it was orally, anyways. We
16 started taking a few barrels of sludge.

17 Q Can you be more specific as to how you got into this?
18 Were you just doing other work for them and they pointed
19 out another job that they wanted you to do or what?

20 A Yeah, basically they had some -- some solid material to
21 get rid of, and I had a -- a farm dump; and so I was
22 just filling it in, so I just took it.

23 Q When you say you had a farm dump, what do you mean by

1 that?

2 A Well, like all farms, I've got manure and building
3 materials. The trash generates old barrels from
4 garbage and pig raising days, chicken coops, pigpens.
5 Just filling in some old, rough land, that's all.

6 Q This is at your Raymond property?

7 A That's right.

8 Q When you say they had some solid materials to get rid
9 of, what was your understanding of what those materials
10 were?

11 A Just basically what it was on the barrel, slop, you know.

12 Q I don't understand your answer.

13 A Just thick, gooey things that are gone, is just my
14 understanding.

15 Q Well, did you require Quinn to provide you with any
16 information as to what was in the barrels?

17 A No.

18 Q As a general rule in dealing with your customers, both on
19 disposal of hazardous waste and pumping out drains and
20 so forth --

21 MR. FRASIER: I'm going to object to the word
22 "hazardous waste."

23 MR. KINDER: I'm sorry, did I say hazardous?

1 A Well, there was -- used to be chalk marks on top of
2 them that would say slop.

3 Q That's what it would say, slop?

4 A Yeah. And we'd assume that that's what was in that
5 barrel. I mean, there might have been tags on the
6 outside of it, but those barrels might have been used
7 three, or four or five times. But as far as we knew,
8 those barrels were not, you know, representative of what
9 was in the barrel. That's what I assume, you know. The
10 crayon marks was what the fellows on the loading
11 platform would go by.

12 Q Was there anything on the barrel that would identify
13 what was in it, other than slop written on the top of it?

14 A I don't believe so.

15 Q How about the physical state of the substances in the
16 barrels? What were your observations about that?

17 A Well, the only time we were concerned about that is
18 when we'd be pushing them over and -- with a bulldozer
19 once a year. The -- the bulldozer crushed one; it would
20 get red, or yellow or something like that on the tracks
21 and stuff, kind of a slimy, sloppy stuff.

22 Q Well, did most of the barrels contain liquid or solid
23 material?

- 1 A Solid.
- 2 Q And when you say, "solid," do you mean solid like this
3 table or solid in the sense that it doesn't run out like
4 water?
- 5 A Well, I'm guessing just thick stuff, you know; not rock
6 hard, but, I mean, just -- you know, thick, gooey stuff.
- 7 Q Can you give me the names of your employees who picked
8 up containers at Quinn for you?
- 9 A Yeah, Fred Mottolo.
- 10 Q Could I have the address of these people, too, if you
11 know it?
- 12 A Yeah, he lives in Tewksbury. And John Rogers.
- 13 Q How do you spell that last name?
- 14 A R-o-g-e-r-s.
- 15 Q Where does he live?
- 16 A He lives in Melrose. Christopher Baring, B-a-r-i-n-g. I
17 would say those are the three people that might have, you
18 know, handled these things.
- 19 Q Where does Baring live?
- 20 A In Boston.
- 21 Q Do you have more specific addresses on these guys?
- 22 A Fred, it's Knolwood Road; Rogers is Boardman Street or
23 Boardman Ave.; and Baring is Commonwealth Ave.

1 Q Did you ever discuss the pickups from Quinn with these
2 employees of yours?

3 A I would tell them which foreman to go see and -- and how
4 many barrels they had to get.

5 Q What would their job be?

6 A Drive the truck down, maybe back into the platform,
7 whichever was assigned to them; when the fellow rolled
8 it on, he'd just come, you know, line them up and put a
9 chain at the back of them; either come back to the yard
10 or -- or go directly up to New Hampshire, depending on
11 the time.

12 Q And these guys would be responsible for unloading the
13 barrels?

14 A Yes, right. Occasionally the fellow that picked it up
15 would not bring it up to New Hampshire. It might be
16 somebody else, one of the others. It depends on the --
17 on the time of day and the work schedule.

18 Q How would they unload the barrels when they got up here?

19 A With a dump truck. They'd just dump them right off;
20 take the chain off.

21 Q Who selected the place where they'd be dumped?

22 A I already had an existing site I was filling in with
23 junk, with wood and all kinds of stuff. That's what --

1 we just keep going on that.

2 Q Did they ever talk with you about the types of substances
3 that were being brought up to Raymond?

4 A - Not really, you know, unless you got a little shoe
5 polish or something on your tires or something. But it
6 was really, you know, kind of a fast thing: just drive
7 up and dump and off you went.

8 Q Well, what do you mean if you got shoe polish on your
9 tires?

10 A Well, if a -- a lid come off one of them as it was
11 dumped and you backed, you know, into it, or coming out
12 or something like that, there might be some red -- red
13 stuff or yellow stuff, you know.

14 Q Well, what sort of a conversation would ensue in that
15 event?

16 A Well, it depends on the day. You know, we -- that was
17 just a small part of the day. You know, it's not a
18 major undertaking. It wasn't the most technical thing.

19 A lot of times we worried if the fellow is really
20 getting stuck; or if it would rain, it was sloppy up
21 there. We didn't want him to get stuck. We were so fa-
22 up, you know.

23 Q Did anyone of your employees express any concern about

- 1 Q Okay. Is that how your relationship with Quinn was set
2 up, that for drums containing liquid you'd pump them out
3 rather than take the drums?
- 4 A Yes.
- 5 Q How liquid does it have to be for you to be able to
6 pump it?
- 7 A Well, basically it was, I guess you'd call, water slop.
8 I mean, you know, quite liquid, yeah.
- 9 Q What did you do with the tank truck that you pumped the
10 liquid out of? Where did you take that for disposal?
- 11 A I think you'll find two on there. As I recall, back in
12 '75 I did bring two tank trucks up there and let it go
13 into the dump.
- 14 Q You say there are two instances in these invoices?
- 15 A I believe so, in '75, yeah.
- 16 Q And how about in any of the other -- was it only in '75
17 that you did that?
- 18 A Yes, the rest are all basically sealed drums of slop.
- 19 Q Were there other substances in the tank trucks before you
20 picked up at Quinn, or did you pick up substances after-
21 wards?
- 22 A Sewerage.
- 23 Q Let me clarify the question. What I'm interested in is,

1 were there other substances that were dumped at Raymond
2 that were in along with these 40 drums from Quinn?

3 A No.

4 Q Your testimony is the only substance in the tank truck
5 was what came out of drums from Quinn?

6 A That's right.

7 MR. FRASIER: Clarification. Off the record.

8 (Discussion off the record.)

9 Q And your testimony is the only times that you did that,
10 in other words, emptied a tank truck into this dump in
11 Raymond, were the two times in 1975?

12 A That's right. And they were covered over, you know.

13 Q Now, are you talking just as far as Quinn's concerned?
14 How about Lewis Chemical Company?

15 A We only handled solid drums from them, I assume.

16 Q You assume?

17 A We -- they were closed, you know. I don't -- (Deponent
18 stopped talking.)

19 Q On all of these invoices where it says "solid waste,"
20 did you label it solid unless you pumped out a drum?

21 A Yes, because that, we had a sundry dump truck for.

22 Q So any barrel that you picked up, you would have
23 labeled solid waste in these invoices?

1 produced for us today. You indicated that you terminated
2 with Quinn sometime in April of this year, 1979, right?

3 A Right.

4 Q Now, when I looked back through these bills, the latest
5 date that I see is in September of 1978. Do you recall
6 whether there were any other shipments of barrels after
7 that date, between then and April of '79?

8 MR. FRASIER: To New Hampshire?

9 MR. KINDER: Okay, to New Hampshire.

10 A No, there were not.

11 Q Did you continue to work for Quinn after September of
12 '78?

13 MR. FRASIER: Objection. You may answer.

14 A Yes.

15 Q Did you continue to haul barrels for them?

16 MR. FRASIER: Objection. You may answer.

17 A Yes.

18 Q So, obviously, you took them to some place other than
19 Raymond, New Hampshire?

20 MR. FRASIER: Objection. You may answer.

21 A Yes.

22 Q And it's my understanding that you refuse to say where
23 you took them?

1 MR. FRASIER: Objection. I have advised him
2 not to answer any questions other than insofar as the
3 questions relate to the case in hand insofar as it
4 relates to the State of New Hampshire.

5 MR. KINDER: Okay.

6 MR. KEARNS: Can we imply from that that there
7 were no other barrels deposited in New Hampshire during
8 that period?

9 MR. FRASIER: Well, off the record.

10 (Discussion off the record.)

11 Q Well, I'll ask the question again just to make sure.

12 Just to make sure what the situation is, your
13 testimony is that there were no other barrels disposed
14 of in New Hampshire after September of 1978?

15 A That's right. That's right, at that site or any other
16 site. We covered it over, and that was it.

17 Q Why did you decide not to use the site in Raymond after
18 -- well, in September of '78?

19 A Well, too much trucking, and it was -- I figured I just
20 wanted to fill it over and let it go at that.

21 Q When did you cover over the site?

22 A I would say some time shortly after that -- the last slip
23 you know. I would think within a week after that.

1 I know I spent a day up there, and we dug out some
2 fill, pushed them all over, covered most of them over.

3 Q Do you recall whether there were barrels on the site at
4 that time which had not been pushed over, that is, in
5 September of '78?

6 A Yes. Oh, yeah.

7 Q Did you receive any other compensation for the services
8 that you performed for Quinn or Lewis other than the
9 amounts that are shown on these bills?

10 MR. FRASIER: I'm going to object insofar as
11 it is related to this, if there's some type of a cash
12 disbursement and some type of an IRS situation. I don't
13 want him to answer on that basis.

14 Can I step outside to speak with him for a minute?
15 I'll just ask him.

16 (Mr. Frasier conferred with Mr. Mottolo.)

17 A For the work performed there, that was the total
18 compensation.

19 Q I take it you're saying that there was other compensation
20 when you cleaned out their drains and other things like
21 that?

22 A Yes. Yup.

23 Q Would you have some kind of retainer basis with Lewis and

1 Quinn?

2 A No.

3 Q So the only other compensation that you received would
4 have been for other services that you performed?

5 A Right.

6 Q How did you arrive at the decision to put these barrels
7 in New Hampshire?

8 A I owned a piece of property; when I needed one -- wanted
9 a little more land and just was filling in.

10 Q Did you attempt to put these barrels any place else?

11 Did you try to find other disposal sites?

12 MR. PARROTT: When?

13 Q For 1975 on, when you were disposing of them for Quinn.

14 A Not until, you know, I decided to finish out that site
15 up in New Hampshire. At that point I hadn't, no.

16 Q My question is, it seems to me that if all you wanted
17 was fill for this piece of land that was yours, wouldn't
18 it have been a helluva lot cheaper to get some fill in
19 New Hampshire somewhere than get some barrels and bring
20 them up from Massachusetts?

21 A Well, basically we're in the trucking business, so, you
22 know, we -- you know, we're getting the trucking rate.

23 Q Could you have disposed of these barrels at a land fill

1 in Massachusetts?

2 A I probably could have, although you run into disposal
3 costs down there. In other words, most of the dumps are
4 -- are closed up.

5 Q Where could you have disposed of them?

6 A Well, I don't know for -- now for sure. I know if you
7 take a load of rubbish and try to go into a dump, they
8 charge you, you know, to take it. And I figured it was
9 foolish to -- to pay disposal cost if I had a, you know,
10 spot I was filling in anyways.

11 Q Have you calculated the total number of containers that
12 you deposited on the site in Raymond?

13 A Yes, I have. I've got 1579 barrels, 55 gallon drums,
14 with -- most of them were 55's. There might have been
15 a few that were like 35 30 gallon drums in there, and
16 then I've got 522 five gallon pails of -- which we --
17 I knew as pigment. And that is -- the sum total that's
18 in that site of which I think you'll be concerned with.

19 Q Where did the five gallon pails come from?

20 A That I believe came -- yeah, that came from Quinn. Some
21 of it come from the Seabrook plant.

22 Q Do you know whether those are organic or inorganic
23 pigments?

1 A I have no idea.

2 Q How did you know that they were pigments?

3 A That's what -- it was either on the side of it or
4 somebody said it was pigment, so I just happened to have
5 it on the slip. I assume it was product that probably
6 went bad or something.

7 Q Have you discussed your testimony in this deposition
8 with anyone other than your attorney?

9 A My wife, I mean, you know.

10 Q Anyone else other than your wife?

11 A Needless to say, it's been a concern for the last few
12 months. But I have another counsel, too, in
13 Massachusetts.

14 Q Anyone else?

15 A No, that's it, I think.

16 Q Now, you said you obtained the property in Raymond in
17 1964. What was the purchase price of it?

18 MR. FRASIER: Well, I object. You may answer.

19 Q We may have covered this before. I forget if we did.

20 MR. FRASIER: No.

21 A Well, let's see. It was in two pieces, and I think the
22 total purchase price was something like either 1200 or
23 1450 dollars. And it was just straight land.

1 Q Have you had it appraised or anything since then?

2 A Once, probably ten years ago, something like that.

3 Nothing -- nothing recently.

4 Q Were there any waste materials on the site when you
5 purchased it?

6 A There was rubbish and stuff on it, yes.

7 Q In the place where the drums are now?

8 MR. PARROTT: Is there an answer?

9 MR. KINDER: Not yet.

10 THE DEPONENT: No, not yet.

11 A Well, there was some closer to the street and there was
12 some back in that area, but exactly -- we're going back
13 quite a ways now.

14 Q What sort of site work did you do in order to prepare
15 this site for disposal of these containers?

16 A None.

17 Q Well, did you do any excavation?

18 A Just pushed over the barrels and covered them, leveled
19 them off.

20 Q Prior to putting the barrels there, did you excavate any
21 so that you'd have a place to put the barrels in?

22 A No. Basically, it was all big boulders and stuff, and
23 these barrels just kind of went -- the trash went between

1 the boulders and filled right over on top of them.

2 Q Okay, would you describe to me what that area looked like
3 before you put any of these containers in it?

4 A Well, that -- excuse me. The site was the top of like a
5 hill before we put up a building and that and moved in.
6 We had a big bulldozer come in and level out down to the
7 ledge. So, basically on that area there it was all just
8 big boulders and rough, unusable type land.

9 Q The building that's there now is what you use as a
10 piggery, right?

11 A Right.

12 Q Is that sitting on ledge?

13 A One end of it is, yes. They had to blast. The other
14 end of it's sitting on manure.

15 Q Do you know how far down the ledge they blasted?

16 A I don't think they -- they didn't have to go too far, but
17 it was a pole-type building. I think they just got some
18 pockets in it, as I remember, and set a pole in it and
19 cement it up. I think that was the extent of it.

20 Q Do you recall how deep they went in the soil before they
21 hit ledge?

22 A I'm guessing. Eight or ten feet at the peak.

23 Q When you say -- okay, explain that. To "peak" what do

1 you mean by that?

2 A Probably the -- the end telephone pole between those
3 two buildings was the top of the -- the hill, and they
4 just kept leveling back and forth. There was some
5 monstrous, big boulders in there which they pushed over,
6 and they just leveled out to get my site and in the
7 building went. So behind the building really didn't
8 have a tremendous amount of room until I, you know,
9 filled in more.

10 Q So when you say "peak," you mean the top of the hill?

11 A Um-hum.

12 Q They knocked that down about ten feet until they hit
13 ledge?

14 A Right.

15 Q And they leveled off that ten feet that they took off
16 the top of the hill across the rest of that area where
17 the building now is?

18 A Right. Um-hum.

19 Q The site where the barrels are now, was that part of the
20 area that was leveled off with the earth --

21 A No.

22 Q -- that came to the top of the hill?

23 A The edge of it. In other words, they had -- I probably

1 had a strip -- before I started filling in there, I
2 probably had a strip of boulders, oh, 15 feet wide, 20
3 feet wide; a few trees coming up and boulders and just
4 junk. In other words, gradually started putting old
5 boards, and piggins and anything that was left over and
6 started pushing out.

7 Q Was ledge visible at the surface of the ground on the
8 spot where the barrels are?

9 A No. I don't believe so. I mean, I didn't pay that much
10 attention to it, but -- (Deponent stopped talking.)

11 Q What was immediately underneath the first load of
12 barrels that you dumped there?

13 A I would say it would be the material pushed over from
14 the bulldozer, surplus material that got pushed out and
15 it went off gradually. Of course, you put barrels, just
16 dump them out; so the first barrels are probably kind of
17 thin, and then they -- the face of it is the thickness.
18 So the face of the slope is now, what, probably eight
19 feet high, something like that.

20 Q That area appears to be a drainage-way now. Did it
21 appear to be a drainage-way then, before you did some
22 site work?

23 A Not really. It -- it would be a little bit wet in the

1 spring but dry right up in the -- in the summertime. I
2 had pigs out there at one time and an electric fence
3 around it. It was not fully cleared, but all the
4 underbrush and everything was gone.

5 Q Okay. Now, I'm talking about before you had that
6 building there, before you knocked off the top of that
7 hill and built the building.

8 A Oh.

9 Q Do you recall what it looked like down where the barrels
10 are now?

11 A No, not really. I -- it was one of these sites I brough
12 a -- a bulldozer man in, he looked at it, and he come
13 in early the next morning, and if -- I work for a living
14 So by the time I got up in the afternoon, he was all don

15 Q All right. Can you explain how you went about dumping
16 the barrels in there and how you proceeded to cover them
17 over and so forth?

18 A Yeah. We just -- we'd just dump them side by side; and
19 when there was probably ten loads or something like that
20 we would get a bulldozer in and push them over. Maybe
21 there'd be more. Maybe there'd be 15 loads, and push
22 them over; and then we'd haul a little bit of fill, you
23 know, to put over them. That's basically it.

- 1 Q Would you compact them then?
- 2 A Some of them did get compacted, yes. In fact, in the
3 previous -- in the earlier ones, I'm sure they're very
4 well compacted. It was not our intent to. I mean, we
5 knew -- we just pushed them out and gradually they'd
6 settle anyways.
- 7 Q Well, did you run equipment over them?
- 8 A Just in pushing dirt over them to cover 'em, yeah.
- 9 Q Did you compact dirt then that you pushed over them?
- 10 A No, not really. Just leveled it off, and that was it.
- 11 Q Did you observe whether barrels were damaged in the
12 process of doing this leveling off?
- 13 A Here again, by the time I got up there, usually the
14 operator was just about done, and I'd get in on maybe
15 hauling a little fill to put over them. But I know that
16 some of the barrels were broken, yes.
- 17 Q Who was the operator that was doing this work for you?
- 18 A Well, it was a fellow by the name of George Frotten from
19 Tewksbury.
- 20 Q How do you spell his last name?
- 21 A F-r-o-t-t-e-n.
- 22 Q Is he an employee of Service Pump & Drain?
- 23 A No.

1 Q He's just somebody you hired 'cause he had a bulldozer,
2 or what?

3 A Yeah, that's right.

4 Q Did he ever discuss with you the materials that were in
5 the barrels?

6 A Not really. Just one time some blue or something
7 spattered on his -- on his yellow paint job, and he
8 grumbled about that.

9 Q What were your directions to him? What was he supposed
10 to do?

11 A Just level them out and put some dirt over them.

12 Q Did you observe whether materials were leaking from the
13 area where the drums were disposed of?

14 A Never seemed to. Of course, I think most of the stuff
15 was real thick. It wouldn't go anywhere anyways.

16 Q Are you aware that leachate from that site is flowing
17 down through that ravine?

18 A I've been aware of it, you know, in the last couple
19 months.

20 Q When did you first become aware of it?

21 A When Mr. Sweeney and -- and Tom brought it to my
22 attention. But it's not visible to my -- you know, I'm
23 -- I'm just going on what they say. It's not visible to

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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,)	
)	
Plaintiff)	
)	
vs.)	Civil Action
)	No. C-83-547-D
RICHARD MOTTOLO, ET AL.,)	
)	
Defendants.)	

DEPOSITION of RICHARD MOTTOLO, taken on behalf of the Plaintiff, pursuant to the Federal Rules of Civil Procedure, before Coan E. Dow, Shorthand Reporter, a Notary Public within and for the Commonwealth of Massachusetts, at the John F. Kennedy Federal Building, Boston, Massachusetts on Wednesday, October 31, 1984, commencing at 1:00 P.M.

APPENDIX A - Exhibit 13

Irene Manoogian Arabian

Certified Shorthand/
Registered Professional Reporter

65 East India Row, Suite 20-E
Boston, Massachusetts 02110
(617) 367-8888

1 ownership of it.

2 Q. Okay. Has there been any action to
3 foreclose on the property due to back taxes?

4 A. I understand it's with the
5 Selectman's Office from the assessors office; as
6 to what they are doing with it, I am not sure.

7 Q. Okay. When did you purchase the
8 property in Raymond, New Hampshire on
9 Blueberry Hill Road?

10 A. It was well over 20 years ago. I
11 wouldn't know the exact date.

12 Q. Was it about 1964?

13 A. Yes, that sounds about right.

14 Q. About how large is that property?

15 A. I believe it's 65 acres.

16 Q. And for what purpose did you purchase
17 the property?

18 A. To raise livestock.

19 Q. When did you purchase Service Pumping &
20 Drain Company or start Service Pumping & Drain
21 Company?

22 A. About 12 years ago.

23 Q. That would make it about 1972 or 1973?

24 A. Yes.

1 Q. And until Service Pumping & Drain
2 Company, Inc. was formed, were you the sole owner
3 of Service Pumping & Drain Company?

4 A. Yes.

5 Q. When did you begin handling barrels as
6 an offshoot to your business?

7 A. I would have to say it would have been
8 with Quinn, the dates, you know, I produced
9 before.

10 Q. Would it be in about 1975?

11 A. Yean, I believe it's got to be eight or
12 nine years ago.

13 Q. During the period that you removed
14 barrels from K. J. Quinn & Company, did you have a
15 license to haul barrels of waste from the
16 State of Massachusetts?

17 A. No, I didn't.

18 Q. During the period between 1975 and
19 1979, were the only two companies that you hauled
20 barrels of waste for K. J. Quinn & Company and
21 Lewis Chemical Corporation?

22 A. Yes. Occasionally we're drain cleaning
23 contractors. Occasionally we do handle barrels of
24 sand, or sometimes we clean grease traps in which

1 we would have a barrel of greasy water, but for
2 the most part it would be negligible.

3 Q. Did you take any barrels from any
4 company other than or any person other than
5 K. J. Quinn or Lewis Chemical Corporation to your
6 farm in Raymond, New Hampshire?

7 A. No.

8 Q. During that, I'm speaking to the 1975
9 to 1979 period?

10 A. No, I did not.

11 Q. Did you take any barrels after that
12 time period up to that site?

13 A. No, not I.

14 Q. Did you take all the material that you
15 obtained in barrels from K. J. Quinn & Company
16 between 1975 and 1978 to your property in
17 Raymond, New Hampshire -- excuse me, that is until
18 September of 1978?

19 A. I'm not sure of the dates, but I don't
20 remember when I finished with them. I think it
21 was something like in January, and there was a
22 time there when we, some barrels we did bring to
23 another dump.

24 Q. Would that have been the last few

1 months?

2 A. Yes.

3 Q. But all the barrels that you removed
4 from their plants prior to the last few months
5 that you did business with them were taken to the
6 Raymond, New Hampshire farm?

7 A. That's right, yes.

8 Q. What was your understanding of what
9 kind of materials were in the barrels that you
10 received from K. J. Quinn?

11 A. Well, K. J. Quinn manufactures shoe
12 polish, and it looked like discarded shoe polish.

13 Q. Was it liquid or simply solid or what?

14 A. Most everything I saw was extremely
15 thick. It looked like shoe polish in various
16 colors.

17 Q. Was it your understanding that it was
18 waste products from their plant operations?

19 A. Yes.

20 Q. Did you make any attempt to determine
21 what chemicals were in the waste that you obtained
22 from K. J. Quinn?

23 A. No, I didn't.

24 Q. What was the price that you charged

1 K. J. Quinn for the removal of their waste based
2 on?

3 A. Well, I believe it was around \$5.00 a
4 barrel.

5 Q. Was it based on any knowledge of the
6 contents?

7 A. No. Basically it was just time, how
8 much time it took, and I figured how much you have
9 to get for your truck per hour.

10 Q. Do you remember any barrels that you
11 picked up or saw that came from K. J. Quinn that
12 leaked?

13 A. Not specifically. Sometimes a few of
14 them would be loose and would have to be
15 tightened.

16 Q. But at this point and time you don't
17 remember?

18 A. No.

19 Q. Did you take some material from fish
20 plants in Gloucester, Massachusetts up to your
21 farm in Raymond, New Hampshire?

22 A. Definitely, and barrels of garbage, and
23 we basically took byproducts, garbage and fish
24 breeder feed from the breeder, and that residue

1 for making fish TV dinners, yeah.

2 Q. What kind of material is fish breader?

3 A. Just like crumbs. I guess they roll it
4 in the crumbs before they fry it.

5 Q. And were there other fish wastes that
6 you took there?

7 A. Yes. There were some barrels of
8 straight fish. It was like sawdust, I guess, the
9 waste from that, and sometimes there would be
10 grease from, like little grease balls from when
11 they clean out the fryolators and that.

12 Q. This is all from the fish plants?

13 A. Yeah, plus we used to take garbage and
14 bread and stuff like that.

15 Q. What kind of garbage?

16 A. They used to separate the food waste,
17 you know, in a restaurant.

18 Q. And this would be food waste from
19 restaurants?

20 A. Restaurants and residential.

21 Q. And when you took this material to the
22 Raymond Farm, was it basically emptied out of the
23 barrels to feed the pigs?

24 A. Yes.

1 Q. And sometimes the empty barrels would
2 be discarded on the side?

3 A. Definitely.

4 Q. Other than this garbage and fish
5 material and the drums that you took there from
6 K. J. Quinn and Lewis Chemical Corporation, did
7 you take, by "you" I mean your Service Pumping &
8 Drain Company, take any wastes up to the farm in
9 Raymond, New Hampshire?

10 A. No. But my farm was kind of open, so
11 occasionally you could go over there, and you
12 might see some trash that somebody else might have
13 dumped unauthorized.

14 Q. What kind of trash would you be
15 speaking of?

16 A. Rubbish.

17 Q. Lumber?

18 A. Yeah, lumber. But we had waste too,
19 and we all just through it in the dump there.

20 Q. And what kind of waste would that be?

21 A. Old fencing boards and old pens and
22 feeders; every farm has a dump.

23 MS. YU: I would like to show you
24 what I have marked as Government Exhibit 1 for

1 Q. But they were empty at the time?

2 A. Well, I would say most of them, but
3 some of them may contain some residues; I couldn't
4 be sure.

5 Q. Okay. Who were the persons that you
6 dealt with at K. J. Quinn with regard to
7 Service Pumping & Drain Company's arrangements to
8 remove wastes from K. J. Quinn?

9 A. Munch Feldman.

10 Q. Would that be Marlin Feldman formerly?

11 A. I guess so; we called him Munch.

12 Q. Was there anyone else?

13 A. I think he did have a foreman. I don't
14 remember his name now.

15 Q. Did the Service Pumping & Drain Company
16 employees deal with other people when they
17 actually went to pick up the waste at the
18 K. J. Quinn plants?

19 A. They probably dealt with that foreman.
20 He was a younger fellow; I don't remember what his
21 name is now.

22 Q. Did you actually go and pick up some of
23 those barrels yourself?

24 A. Yes, I did.

1 Company employees brought the barrels from
2 K. J. Quinn and Lewis Chemical Corporation to the
3 Raymond site, how were they offloaded from the
4 truck?

5 A. Well, we handled them with a dump
6 truck. We had a chain, we put down the tailgate,
7 we had a chain with a binder on it; when we
8 brought it down to the dump, we just, you know,
9 hooked the chain, put the chain and the binder in
10 the cab, and dumped the dump, and they all fell
11 right off; and then you just pulled out and went
12 on your way.

3 Q. So some of them would be flipped over
14 on their side and that kind of thing?

15 A. Yeah, definitely.

16 Q. Now, did you have these drums bulldozed
17 into the ravine at the farm in Raymond?

18 A. Well, the ravine -- I think what you
19 are referring to is way down in the valley, but
20 there was an area that we were filling in. I
21 would call this area down in here (Indicating),
22 the ravine, which was there, is a quite a drop.

23 Q. You mean the area that is labeled
24 "Stream"?

1 A. Yes. In fact, as I recall, a lot of
2 drums were probably amongst some of these boulders
3 and odd things.

4 Q. Since they would be falling between and
5 within boulders, would there be pockets of air,
6 since they couldn't exactly be completely
7 compacted in there?

8 A. Possibly.

9 Q. Okay. About how frequently did you
10 have a bulldozer up at the site to push over these
11 drums into this sloped area north of these
12 buildings at the site?

13 A. It was once a year, possibly twice. We
14 usually had quite a few piles of drums, when we
15 did get a bulldozer in there to push them over.

16 Q. And that would be through the period
17 starting about 1975 when you started handling
18 those drums at the Raymond site?

19 A. We may have missed a year or two in
20 there. I don't remember.

21 Q. The barrels that you received from
22 K. J. Quinn, when they were dumped off the truck
23 or bulldozed down the slope, did they ever become
24 crushed or compacted or break open?

1 A. I'm sure a few of them did.

2 Q. And do you recall what kind of
3 materials you saw when this, when they became
4 compacted or broken open?

5 A. As I remember, it was thick goopy stuff
6 in red or blue or various colors. It looked like
7 shoe polish.

8 Q. Did you ever see any clear materials or
9 white materials?

10 A. I believe that there was some like a
11 wax, thick wax material at one time too. It
12 almost looked like the wax you would have on the
13 top of the jars there for canning.

14 Q. Do you remember any other appearance of
15 materials from these barrels?

16 A. No, not offhand.

17 Q. The barrels of material that you took
18 from Quinn's Seabrook plant, were they generally
19 taken directly to the Raymond site?

20 A. Yes.

21 Q. How about the barrels of material from
22 the Quinn Malden plant?

23 A. Many times we would pick up a load in
24 the afternoon, and it would be left in my yard in

1 Wakefield, it would be brought up maybe the next
2 day to be dumped.

3 Q. And the same would be true of the pails
4 from the Seabrook plant, they would be taken
5 directly to the Raymond site?

6 A. At one time I think we did pick up some
7 pails. I'm not sure if they came from Seabrook or
8 Malden, but they were brought to the site.

9 Q. But anything from Seabrook would go
10 directly to the site?

11 A. Yes. There would be no advantage to
12 bringing it back.

13 Q. And everything that you picked up from
14 the Quinn Malden plant was taken either that day
15 or the next day to the Raymond site?

16 A. As I recall, yes.

17 Q. Did you pick up wastes from any Quinn
18 locations other than Seabrook New Hampshire or
19 Malden, Massachusetts?

20 A. I don't believe so. I do remember that
21 they had some drums from, I think, New Jersey that
22 were on their docks in Malden that probably came
23 from another plant of theirs in New Jersey.

24 Q. Do you remember actually taking these

1 drums that were labeled from New Jersey?

2 A. I don't remember them as being labeled
3 as such, but I just seem to remember that whether
4 one of my driver's mentioned it or what.

5 Q. But they were taken in the drum?

6 A. Yes, they were in drums.

7 Q. As opposed to having been pumped out?

8 A. Yes, it was just drums, that's it.

9 Q. Do you remember taking any tank truck
10 load of liquid waste that had been pumped from
11 K. J. Quinn & Company up to the Raymond site?

12 A. I don't -- well, I'm not sure. I don't
13 believe so.

14 MS. YU: I would like to have this
15 exhibit marked as Exhibit No. 3 for
16 identification.

17 (The Mottolo Deposition for the
18 State of New Hampshire is marked as Government
19 Exhibit No. 3 for identification.)

20 Q. I have marked for identification here
21 your deposition in the State of New Hampshire
22 versus Mottolo case, and that was taken in 1979.
23 And I would like to ask you to review your
24 testimony on Pages 53 and 54?

1 (The witness reviews the document.)

2 A. Well, I guess yes, we did take a
3 couple.

4 Q. So Service Pumping & Drain did take a
5 couple of tank loads of liquid waste that had been
6 pumped out of K. J. Quinn drains to the Raymond
7 site?

8 A. Yes. As I recall it might have been
9 one, possibly two, but --

10 Q. All right. And they would have been
11 emptied into this same location as the drums?

12 A. Yes.

13 Q. Do you remember how much you charged
14 K. J. Quinn for each pail of waste that you
15 removed from them?

16 A. No, I do not.

17 MS. YU: I would like to show you
18 what I will have marked as Government
19 Exhibit No. 4 for this deposition.

20 (The August 22, 1978 Service Pumping
21 & Drain Company work slip is marked as Government
22 Exhibit No. 4 for identification.)

23 Q. And I ask you if you know what the
24 exhibit is?

1 A. Yes, but it's guesswork.

2 Q. When you discussed the cost of removing
3 the barrels or the price that you would charge to
4 K. J. Quinn, was cost, did cost appear to be an
5 important consideration to them?

6 A. As I recall, it was, yes.

7 Q. Is there anything that comes to mind as
8 to the negotiations as to cost with K. J. Quinn?

9 A. Nothing specifically, but I think if
10 the cost got out of hand, they would use other
11 means to, other people to get rid of it.

12 Q. Did Mr. Feldman have to, could he agree
13 immediately to your price, or did he have to ask
14 his superiors whether the price was acceptable?

15 A. I'm not sure. I think once he asked
16 for a letter on the price increase.

17 Q. Do you remember how much the price
18 increase was when he asked you for that letter?

19 A. Not offhand, no.

20 MS. YU: I show you what I will have
21 marked for identification as Government Exhibits
22 F-2, F-3 and F-4.

23 (The July 31, 1975 letter is marked
24 as Government Exhibit F-2; the January 22, 1976

1 letter is marked as Government Exhibit F-3; and
2 the October 31, 1977 letter is marked as
3 Government Exhibit F-4, all for identification.)

4 Q. And can you identify them?

5 A. Yes, they are my letters.

6 Q. Who are they from and to whom are they?

7 A. Well, they are from me, and all three
8 of them are addressed to Mr. Feldman.

9 Q. Drawing your attention to the
10 Exhibit F-2, as compared with Exhibit F-3, was
11 there a price increase for the removal of the
12 barrels of solid materials from the K. J. Quinn
13 facilities?

14 A. It looks like it's the same.

15 Q. Well, I am drawing your attention to
16 F-3 as compared with F-4; was this a price
17 increase for the removal of the solid barrels from
18 K. J. Quinn?

19 A. Yes. F-4 goes from \$5.00 to \$5.50.

20 Q. And that was in?

21 A. The letter is dated October 31, 1977.

22 Q. And that was the date of the price
23 increase from \$5.00 to \$5.50?

24 A. I would assume so. It says it is

1 effective as of today.

2 Q. Was this 50 cents price increase
3 something that Mr. Feldman specifically requested
4 you to provide him a letter on?

5 A. He must have because I wouldn't have
6 done it as a matter of course. He must have asked
7 for it.

8 Q. Do you know if that was to obtain
9 approval of the new price from someone higher than
10 himself at the Quinn Company?

11 A. I couldn't be sure.

12 Q. All right.

13 Q. Have you or Service Pumping & Drain
14 Company ever had any testing of materials at the
15 Raymond site performed, any chemical analysis?

16 A. By us?

17 Q. Yes.

18 A. No, I don't believe so.

19 Q. Who were the persons who worked for
20 Service Pumping & Drain Company who took the drums
21 from Quinn's Seabrook facility to Raymond?

22 A. Well, myself and possibly Chris Baring.

23 Q. No one else that you remember at this
24 point?

1 A. No. He is all I can remember.

2 Q. How about John Rogers?

3 A. John Rogers, I believe, picked up a few
4 loads at Malden and brought them back to the yard,
5 but I don't think he ever went to New Hampshire,
6 either to Seabrook or the farm.

7 Q. How about, is it your cousin, Fred,
8 Fred Mottolo?

9 A. He is my uncle.

10 Q. He is your uncle; do you know whether
11 he took any loads up to --

12 A. He does mostly what, you know, is
13 Roto-Rooter work. I think I probably picked up a
14 few occasional loads down in Malden. I don't
15 think he ever went to Seabrook.

16 Q. So it's mostly yourself or Chris Baring
17 who took the materials to Raymond from Quinn?

18 A. Yes.

19 Q. Were the drums from the Lewis Chemical
20 Corporation in Hyde Park taken directly to
21 Raymond, New Hampshire or were they taken to the
22 Wakefield facility of Service Pumping & Drain
23 Company first?

24 A. It could have gone either way.

1 Q. Who took the drums from Lewis Chemical
2 Corporation actually to the Raymond site?

3 A. I would say it would be either Chris or
4 myself.

5 Q. Did you, yourself, actually take loads
6 of drums from Lewis Chemical Corporation to the
7 Raymond, New Hampshire site?

8 A. Directly?

9 Q. Or from Wakefield?

10 A. On occasion, yes.

11 Q. How would you identify those drums as
12 being from Lewis Chemical Corporation?

13 A. I don't remember any distinguishing
14 markings on them. If I remember, they were more
15 closed drums.

16 Q. By that you mean closed-head drums as
17 opposed to open-head drums?

18 A. Correct.

19 Q. But basically you do know that all the
20 drums you picked up from either K. J. Quinn or
21 Lewis Chemical Corporation were taken to the
22 Raymond site?

23 A. Yes.

24 Q. Aside from those last few months that

1 A. I believe so. I only remember handling
2 five-gallon pails once or twice and it was --
3 yeah, I am sure they went to the Raymond site.

4 Q. And the ones you do remember handling
5 five-gallon pails from, anyone other than
6 K. J. Quinn?

7 A. No, I don't.

8 Q. Do you remember if any of the
9 K. J. Quinn drums were closed-head drums?

10 A. There might have been some. I don't
11 know for sure if there were. I don't think there
12 were many that I ever noticed.

13 Q. As a business person, did you feel you
14 had an arrangement with K. J. Quinn for the
15 disposal of their wastes?

16 MR. STARK: Objection to the form of
17 that question too, because that is also phrased in
18 the language of the statute, and my objection is
19 on that ground. If you want to define what an
20 arrangement is.

21 Q. Did you feel that you had an agreement
22 with K. J. Quinn concerning the disposal of their
23 waste?

24 A. An informal one. It wasn't -- I didn't

1 think, I didn't have any contract that I know of.

2 Q. You had no written contract?

3 A. No. It was just go on a day-by-day
4 basis.

5 Q. But you had an agreement in the sense
6 that you offered to take their waste away for a
7 certain price and they agreed that you should take
8 away their waste at that price?

9 MR. STARK: Objection. As to what
10 day?

11 Q. Well, that you did pursuant to this
12 offer to them to take away their waste at the
13 certain price; you did actually take away their
14 waste at that price?

15 A. Yes.

16 Q. Now, Mr. Stark has objected for the
17 record to my question as to whether they agreed
18 that you should take away their waste at the price
19 that you offered to take them away at. But your
20 attorney has not instructed you not to answer that
21 question, so I would like you to answer that
22 question.

23 A. What was the question again?

24 Q. Did K. J. Quinn, through Mr. Feldman,

1 agree that you should take away their waste at the
2 prices indicated in Government Exhibit F-2 to F-4?

3 A. Yes.

4 (Off-the-record discussion.)

5 MR. STARK: Just note a motion to
6 strike the last question and the last answer on
7 the grounds I have previously stated.

8 MS. YU: We will recess this
9 deposition at the present time.

10 (The deposition is suspended at
11 4:55 P.M.)

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UNITED STATES OF AMERICA
DISTRICT OF MASSACHUSETTS

_____)
UNITED STATES OF AMERICA,)
)
 Plaintiff)
)
vs.) No. C-83-547-D
)
RICHARD MOTTOLO, ET AL,)
)
 Defendants)
)
_____)

Continued deposition of RICHARD A. MOTTOLO, taken by and on behalf of the Plaintiff, pursuant to the Federal Rules of Civil Procedure, before Wendy C. Wagner, Registered Professional Reporter, a Notary Public within and for the Commonwealth of Massachusetts, at the John Fitzgerald Kennedy Federal Building, Boston, Massachusetts, commencing at 10:15 A.M. on Monday, December 3, 1984.

APPENDIX A - Exhibit 14

Irene M. Arabian
Certified/Registered Professional Reporter
65 East India Row, Suite 10-E
Boston, Massachusetts 02110
(617) 367-8888

SECOND DAYRICHARD A. MOTTOLO, Resumed

first having been duly sworn, on oath deposes and says as follows:

Continued Direct Examination
by Ms. Yu

Q I show you what was previously marked in your deposition on the first day of your deposition as Exhibits F-2 through F-4, and ask you to identify them again.

A Looks like a letter to Mr. Feldman of K. J. Quinn in Malden submitting a price to remove waste.

Q This is one letter or --

A It's three letters, July 31, '75; January 22, '76; October 31, '77.

Q Are those letters from you?

A The're signed by me, right.

Q Did you offer to dispose of barrels of waste from K. J. Quinn at the prices reflected in those letters?

A I would assume so.

Q Is that yes or no?

A Well, that's what they say, so I would say yes.

Q Did K. J. Quinn accept your offer to have you dispose of their barrels of waste?

1 MR. STARK: Object to the form of the
2 question as to the words "dispose of."

3 Q. Would you answer the question?

4 MR. MORSE: You can answer it.

5 A. I would assume I did because we did work after those
6 dates.

7 Q. What was that work?

8 A. Just what it says, "removing drums."

9 Q. Did they accept your offer to remove drums at the rates
10 reflected in those letters?

11 A. I would say yes, but we're going back a few years now.

12 Q. When K. J. Quinn wanted their waste removed during
13 the 1975 to 1979 time period, what would be the first
14 thing that happened, a phone call or a purchase order
15 or what?

16 A. I believe it was always a phone call.

17 Q. What would be the nature of the phone call or what was
18 the nature of the phone call?

19 A. They would just say we have so many barrels to be
20 removed and usually it was something to be done the
21 next day.

22 Q. What was the next document involved, you would draw up
23 a work slip or someone in your office would draw up a
24 work slip?

1 Q. Does he still live in Tewksbury?

2 A. Yes, he does.

3 Q. On Knowlwood Road?

4 A. Yes.

5 MR. STARK: Knowlwood?

6 MS. YU: K-n-o-w-l.

7 Q. Does John Rogers still work for you?

8 A. Yes, he does.

9 Q. Does he still live in Melrose, Massachusetts?

10 A. Yes.

11 Q. Does he still live on Boardman Street?

12 A. Yes.

13 Q. Does Chris Barring still work for you?

14 A. No.

15 Q. Do you know where he lives?

16 A. In Boston.

17 Q. Do you know any further detail where in Boston he
18 lives?

19 A. No, I don't.

20 Q. Are there any other drivers who worked for you
21 between 1975 and 1979 that still work for you?

22 A. I don't think so.

23 Q. Service Pumping & Drain Company, before it was
24 incorporated, was owned solely by you?

1 A. Well, and my wife.

2 Q. Did your wife have an ownership interest in the
3 company prior to the time of incorporation?

4 A. I believe she does just by marriage.

5 Q. Her interest is because you own it and she is married
6 to you?

7 A. True, her and the kids.

8 Q. During the 1975 to 19 -- what was the year Service
9 Pumping & Drain Company, Inc., was formed?

10 A. It's been four or five years, I don't know the exact
11 date.

12 Q. Between 1975 when Service Pumping & Drain Company, Inc.,
13 was formed, is it correct to say that you managed the
14 operations of Service Pumping & Drain Company?

15 A. Yes.

16 MR. STARK: Just for information, in his
17 letter to you of June 9 of this year, Lynn advised
18 that Service Pumping & Drain Company, Inc., was
19 incorporated on October 22, 1980.

20 MS. YU: Thank you.

21 Q. Who are the owners of Service Pumping & Drain Company,
22 Inc.?

23 A. Well, myself, my wife and my kids and the bank.

24 Q. Who owns the stock?

Irene M. Arablan

- 1 A. Myself and my wife.
- 2 Q. One hundred percent jointly?
- 3 A. Yes. Excuse me, I think we've each got half, if that
4 is what you mean.
- 5 Q. Is it correct to say that you manage the operations
6 of Service Pumping & Drain Company, Inc.?
- 7 A. Yes.
- 8 Q. Who are the directors of Service Pumping & Drain
9 Company, Inc.?
- 10 A. We don't have any, just my wife and myself.
- 11 Q. Who are the officers?
- 12 A. I'm president and my wife is clerk, I believe.
- 13 Q. There are no other officers of Service Pumping & Drain
14 Company, Inc.?
- 15 A. No.
- 16 Q. When Service Pumping & Drain Company was first
17 incorporated into Service Pumping & Drain Company, Inc.,
18 did it continue to employ the same people?
- 19 A. More or less, we have a pretty good turnover of help
20 by the nature of the business.
- 21 Q. That's over time, though?
- 22 A. Some years are worse than others.
- 23 Q. But when it was first incorporated, nobody was fired?
- 24 A. No.

Irene M. Arabian

- 1 Q. When Service Pumping & Drain Company, Inc. was first
2 incorporated, did it continue to service the same
3 customers as Service Pumping & Drain Company had?
- 4 A. Yes.
- 5 Q. Again, when Service Pumping & Drain Company, Inc. was
6 first incorporated, did it take over the accounts
7 payable, such as the payroll that had been incurred
8 by Service Pumping & Drain Company?
- 9 A. I'm not sure, we might have started fresh. I know our
10 year runs November 1 to October 30-31.
- 11 Q. But, did Service Pumping & Drain Company, Inc., pay
12 any debts that were previously incurred by Service
13 Pumping & Drain Company such as mortgage payments on
14 trucks or the facility?
- 15 A. I don't know, I'd have to go back and check on that.
- 16 Q. Were there loans from the bank that had been taken
17 out by yourself operating Service Pumping & Drain
18 Company prior to 1980?
- 19 A. Yes, I'm sure there was, yes.
- 20 Q. Have they been paid over time by Service Pumping &
21 Drain Company, Inc.?
- 22 A. I'm not sure.
- 23 Q. You're not sure whether they were paid by you
24 personally or from the accounts of Service Pumping &

1 A. I believe there was, there was one day we couldn't
2 run any trucks, we didn't have any insurance, any
3 plates, we were scrambling to make the changeover.

4 Q. What kinds of business does Service Pumping & Drain
5 Company, Inc., conduct?

6 A. Well, all of it is dirty business, a smelly business,
7 we clean cesspools; septic tanks; we clean sewer lines;
8 grease traps; storm drains; we snake out bathroom sink
9 lines, tubs, roof vents; clean floor drains.

10 Q. Do you still clean out car wash pits?

11 A. We have got away from that in the last year or so;
12 I do a couple.

13 Q. Do you still pick up sewer spills?

14 A. Yes. Flooded cellars that pipes have broken, we go in
15 and clean out the cellars to make them so they can
16 use things again.

17 MR. STARK: Do you wear gas masks in your
18 business?

19 THE WITNESS: Well, no. It comes off
20 with soap and water, though.

21 Q. Do you still clean out garage drains?

22 A. We snake out garage drains, yes.

23 Q. How about sewerage lift stations?

24 A. Yes, occasionally we do those.

Irene M. Arabian

- 1 Q Are these the same types of services that Service
2 Pumping & Drain Company provided?
- 3 A Of course your base changes, just naturally we're not
4 the same as we were when we started twelve years ago.
5 Things have changed quite a bit and it changes, your
6 company changes a bit every year.
- 7 Q But, back in 1975 to 1980, you were also involved with
8 pumping out septic tanks and cleaning out grease traps
9 and snaking out drains and sewer lines; is that
10 correct?
- 11 A Yes, somewhat, yes. We were more residential back then.
- 12 Q Directing your attention back to Government
13 Exhibits C-1 through C-63, does Service Pumping &
14 Drain Company, Inc., continue to use the same type of
15 work slip?
- 16 A No.
- 17 Q What kind of work slip do you use now?
- 18 A Well, it's a larger one, it doesn't have all these
19 categories on it, it's a standard one ordered out of
20 New England Business Services in towns of Massachusetts,
21 I believe.
- 22 Q When did you go to this larger-size work slip?
- 23 A Couple of years ago. I think it's in triplicate.
- 24 Q So for a while after you incorporated Service Pumping &

Irene M. Arablan

1 A. Yes.

2 Q. Are you familiar with the address in the Yellow Pages
3 that you place nowadays, 1983-1984?

4 A. Well, a little bit. They come in once a year and
5 I decide what I'm going to do for half a dozen books
6 and we've cut back on our Yellow Pages over the last
7 few years.

8 [Yellow Pages ads for Service Pumping &
9 Drain Company was marked as Government
Exhibit No. 15 for Identification.]

10 Q. I show you what I've marked as Government Exhibit 15
11 for this deposition which is pages from the Boston,
12 Massachusetts, area Yellow Pages for 1983 and ask you
13 if you believe that your entry for your company
14 indicated on these pages is accurate?

15 A. In what regard?

16 Q. In the regard that you have, that this is the way
17 you've put down your company, Service Pumping & Drain
18 Company?

19 A. Well, the name is incorrect because they didn't get
20 "Incorporated" there, the telephone number is correct.
21 One thing about Yellow Pages, if you didn't know, if
22 you go through and give them, try to give them the
23 exact ad right straight through, these things are done
24 by computer out of New York and you'll find out of

1 six books that I'm in five sections. In each book
2 that almost every one of them will be a little
3 different. You can't get consistency out of those
4 people except in the billing department and it's
5 exasperating.

6 Q. But you've never asked them to change how they list
7 you from "Service Pumping & Drain Company" to
8 "Service Pumping & Drain Company, Inc."?

9 A. It is supposed to be "Service Pumping & Drain
10 Company, Inc.," but I also want them to start with
11 "Dick Mottolo" and phase out the "Dick Mottolo's
12 Service Pumping & Drain Company, Inc.," and I can't
13 get that done. In a lot of places that would put me
14 up in the "D's" which is a little higher.

15 Q. When Service Pumping & Drain Company, Inc. became
16 incorporated, did the trucks that you had previously
17 been using as Service Pumping & Drain Company become
18 the trucks that you used in Service Pumping & Drain
19 Company, Inc.?

20 A. Some did.

21 Q. Would you explain that, which ones did and which ones
22 did not?

23 A. Well, we're buying and selling. I have all old trucks
24 and I change motors and I change things around and

Irene M. Arabian

1 sometimes at the end of the year, I don't register that
2 same vehicle the next year, so for me to have one clear
3 policy, it never works out that way.

4 Q. But the trucks that you continue to use in the business
5 operations of Service Pumping & Drain Company, Inc.
6 were carried over from the previous business operation?

7 A. Somewhat.

8 Q. Does Service Pumping & Drain Company, Inc., continue
9 to use the same facility in Wakefield?

10 A. Yes, I rent it.

11 Q. Is it rented by you personally or is it rented by
12 Service Pumping & Drain Company, Inc.?

13 A. Well, I don't have a lease, but Service Pumping &
14 Drain Company, Inc. pays the monthly rent.

15 Q. When Service Pumping & Drain Company was incorporated
16 in 1980 into Service Pumping & Drain Company, Inc., did
17 you receive anything for the trucks and other assets
18 transferred to Service Pumping & Drain Company, Inc.
19 besides the stock that was issued to you and your wife?

20 A. No, I don't think so.

21 Q. Who does Service Pumping & Drain Company, Inc. rent
22 the Wakefield facility from?

23 A. Just a small garage and a small yard, the fellow's
24 name is William Sheehan.

1 MR. STARK: Spell that.

2 THE WITNESS: S-h-e-e-h-a-n.

3 Q. Prior to the time of the incorporation, you had a
4 rental agreement with Mr. Sheehan whereby you paid the
5 rent on the facility?

6 A. I don't have any agreement, I mean I just -- he comes
7 along every month and I hand him a check. I don't
8 have any formal lease, never have.

9 Q. But now that check is paid by Service Pumping & Drain
10 Company, Inc.?

11 A. Yes.

12 Q. I may have gone over this already, but the mortgages
13 that you have on -- I take it you don't have a
14 mortgage on the Wakefield facility since you rent;
15 is that correct?

16 A. That's correct.

17 Q. But you have mortgages on some of your trucks and
18 other vehicles?

19 A. Yes.

20 Q. When Service Pumping & Drain Company incorporated,
21 from that time on did Service Pumping & Drain Company,
22 Inc. pay the payments due on the mortgages on the
23 trucks as they came due?

24 A. I don't know, you know. I'm really not, you know,

1 A. Yes.

2 Q. Do you have financial statements for Service Pumping &
3 Drain Company prior to incorporation?

4 A. Whatever is required by the IRS, we have.

5 Q. Aside from your tax form, did you have a practice of
6 making out financial statements, annual income
7 statements, or annual balance sheets?

8 A. Never really had any need to.

9 Q. How about after you incorporated?

10 A. Now that's required, a balance sheet, yes.

11 Q. That was required because you are now incorporated?

12 A. I believe it's part of the taxes, it has to be done.

13 Q. Do you know when abouts you started doing that?

14 A. Well, when we were incorporated from, I think for the
15 end of the first year, we had to have it as part of
16 our tax forms, I think. I could be wrong.

17 Q. Was there an income statement as well or just an
18 income loss statement or just the balance sheet?

19 A. I think you have to have an income loss statement to
20 file taxes.

21 Q. But as far as you remember, that was not required for
22 a proprietorship?

23 A. I do what I have to for the IRS.

24 Q. When Service Pumping & Drain Company was incorporated,

1 were there any assets of the business operations
2 that were not transferred to the incorporated
3 company?

4 A. Substantially all were, but I, you know, to be
5 absolutely accurate, I can't at this point.

6 Q. I believe you've indicated that there were trucks that
7 were sold or retired over time. Was there any money
8 obtained from retiring these trucks or selling them?

9 A. Well, usually when I get done with them, there is not
10 much left.

11 Q. If there was any money obtained from scrapping these
12 trucks, would that have been plowed back into the
13 company's operations?

14 A. I don't know.

15 Q. What is the street address of the Wakefield facility?

16 A. 42 Broadway.

17 Q. When Service Pumping & Drain Company incorporated, did
18 you make a point of notifying your customers that it
19 was now an incorporated company or a different
20 company?

21 A. Well, the letterheads, the bills, envelopes, work
22 slips were all changed. A formal opening with
23 champagne and the press there, no.

24 Q. Why did you keep the name Service Pumping & Drain

- 1 Company, adding, of course, the "Inc."?
- 2 A. Well, you can't change things too drastically because
3 you have to have customer recognition. I did put in
4 "Dick Mottolo" on the top of my work slips to probably
5 gradually get away from "Service Pumping & Drain
6 Company" and get more personal recognition.
- 7 Q. Basically, you wanted to keep the recognition that
8 you developed over the years working as Service
9 Pumping & Drain Company?
- 10 A. Well, we wanted to benefit from it anyways.
- 11 Q. In other words, in terms of keeping the same
12 customers if they were satisfied from previous
13 operations?
- 14 A. Yes, by and large.
- 15 Q. There is no operations of Service Pumping & Drain
16 Company anymore, it's now all done by Service
17 Pumping & Drain Company, Inc.?
- 18 A. Yes, we don't file any taxes or anything under
19 Service Pumping & Drain Company.
- 20 Q. Do you itemize on your financial statement for
21 Service Pumping & Drain Company, Inc., good will as a
22 separate category?
- 23 A. I don't know.
- 24 Q. I believe you stated Service Pumping & Drain Company,

1 A. In our business -- you mean an employment contract?

2 Q. Yes.

3 A. It's unheard of. I'm sorry, we're not that
4 sophisticated.

5 Q. Why did you decide to incorporate Service Pumping &
6 Drain Company into Service Pumping & Drain Company,
7 Inc., in 1980?

8 A. Any time you've got vehicles on the road, you have
9 real liability, and especially in our industry we
10 don't get the cream of the crop for employees. And
11 handling sewerage is much heavier than a lot of things
12 and we've got a lot of weight involved, so if you do
13 get into an accident, it's usually a real bad one, so
14 I was advised for liability purposes that we should
15 incorporate.

16 MS. YU: I have no other questions. I may
17 have some after the other attorneys ask theirs.

18 Should we adjourn for lunch?

19 [Lunch recess.]
20
21
22
23
24

Irene M. Arablan

UNITED STATES DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE

UNITED STATES OF AMERICA

v.

CA No. C-83-547-D

RICHARD MOTTOLO, et al

STATE OF NEW HAMPSHIRE

v.

CA No. C-84-90-D

RICHARD MOTTOLO, et al

CONTINUED DEPOSITION OF RICHARD MOTTOLO

Deposition taken by agreement of counsel at the
law offices of Engel & Morse, P.A., 23 Portsmouth
Avenue, Stratham, New Hampshire on Wednesday,
April 17, 1985, commencing at 11:25 a.m.

Court Reporter:

Susan E. Lepore, CSR, RPR

BRAGAN REPORTING ASSOCIATES

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MANCHESTER, NH 03101
603-669-7922

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1-800-322-0511

1 quotation on F-2 for liquid wastes on behalf of K.J.
2 Quinn?

3 A. Yeah, it appears to be.

4 Q. Now, does that in fact accord with your
5 recollection of your initial dealings with Quinn,
6 when you first began disposing of their liquid
7 wastes, and thereafter approximately six months
8 later began taking their solids?

9 A. My recollection back in 1976 is very
10 vague; I couldn't say with any certainty.

11 Q. Would you have any reason now to indicate
12 or doubt that that was in fact the order of events?

13 A. No.

14 Q. Okay. I think we've established
15 previously that during these beginning months, you
16 took at least two loads of liquid waste to your pig
17 farm in Raymond, New Hampshire?

18 A. Yes.

19 Q. Would you describe, just generally
20 speaking, the operation at the K.J. Quinn facilities
21 when you picked up their liquid wastes? How did you
22 know that there was a load of liquid wastes
23 available for you to pick up?

STARK & PELTONEN
ATTORNEYS AT LAW
THE CORPORATION HOUSE
121 MIDDLE STREET
MANCHESTER, NEW HAMPSHIRE 03101

603-627-4111

RODNEY L. STARK
JOHN E. PELTONEN
THOMAS V. TREVETHICK

GOFFSTOWN OFFICE
43 MAIN STREET
P. O. BOX 146
GOFFSTOWN, N.H. 03045
603-487-3136

July 10, 1985

Andy Hogeland, Esquire
Environmental Enforcement Section
Land & Natural Resources Division
U.S. Department of Justice, Room 1259
10th St. & Pennsylvania Ave., NW
Washington, DC 20530

Re: U.S.A. v. Mottolo, et al

Dear Andy:

In reply to Betty Yu's letter of May 21, 1985, please be advised as follows:

(1) In connection with request #2 in Betty's letter, enclosed is a copy of Quinn's MSDS sheet for its product MC-66. It is our understanding that this product was put into production on or about January 5, 1983, which is the date indicated on the sheet.

(2) With respect to paragraphs 1A-C of Betty's letter, the computer search has indicated the following:

2A. As previously disclosed by way of deposition, "Chlorothene SM" (1,1,1 Trichloroethane) has been purchased by Quinn and repackaged into smaller containers and distributed to customers as a convenience. This repackaging occurred during the relevant time period of January 1975 through December 31, 1978.

2B. 1,1,1 Trichloroethane has been used in the formulation of a Quinn adhesive product. The manufacture of this adhesive product began in 1977 and continued through December 31, 1978.

2C. Trichloroethylene was also used in the formulation of this adhesive product at some point in time.

2D. One sample Solution containing 1,1,1 Trichloroethane was made in 1977.

2E. Methylene Chloride is a component of a product whose formula was first developed in 1977.

Very truly yours,



Rodney L. Stark

mel

cc: Claudia C. Damon, Esquire
Douglas J. Miller, Esquire
Lynn D. Morse, Esquire
Elizabeth Yu, Esquire
Peter G. Beeson, Esquire
Mr. Carl Sutera, pro se

MATERIAL SAFETY DATA SHEET

(1-05-83)

Required under USDL Safety and Health Regulations for Ship Repairing,
Shipbuilding, and Shipbreaking (29 CFR 1915, 1916, 1917)

05 JAN 1983

SECTION I

MANUFACTURER'S NAME K. J. QUINN & COMPANY, INC.		EMERGENCY TELEPHONE NO. (617) 321-3200
ADDRESS (Number, Street, City, State, and ZIP Code) 195 Canal Street, Malden, Massachusetts 02148 U.S.A.		
CHEMICAL NAME AND SYNONYMS Q-THANE®	TRADE NAME AND SYNONYMS MC-66	
CHEMICAL FAMILY Urethane Prepolymer	FORMULA Proprietary Coating Formula	

SECTION II - HAZARDOUS INGREDIENTS

PAINTS, PRESERVATIVES, & SOLVENTS	%	TLV (Units)	ALLOYS AND METALLIC COATINGS	%	TLV (Units)
PIGMENTS			BASE METAL		
CATALYST			ALLOYS		
VEHICLE			METALLIC COATINGS		
SOLVENTS Rule 66/3			FILLER METAL PLUS COATING OR CORE FLUX		
ADDITIVES			OTHERS		
OTHERS					
HAZARDOUS MIXTURES OF OTHER LIQUIDS, SOLIDS, OR GASES				%	TLV (Units)
Cellosolve Acetate				39	50 (Skin)
N-Butyl Acetate				9	150
Mineral Spirits 66/3				12	200
NCO= 3% Free Isocyanate Approximately 1% TLV= 0.02					

SECTION III - PHYSICAL DATA

BOILING POINT (°F.)		SPECIFIC GRAVITY (H ₂ O=1)	0.97
VAPOR PRESSURE (mm Hg.)		PERCENT VOLATILE BY WEIGHT (%)	60
VAPOR DENSITY (AIR=1)		EVAPORATION RATE (_____ =1)	
SOLUBILITY IN WATER	Reacts	Solids by Weight	40
APPEARANCE AND ODOR	Thin, 40 cps Light Tan Liquid, Solvent Odor		

SECTION IV - FIRE AND EXPLOSION HAZARD DATA

FLASH POINT (Method used)	101 °F TCC	FLAMMABLE LIMITS	LeL	UeL
EXTINGUISHING MEDIA	For Class "B" Fires			
SPECIAL FIRE FIGHTING PROCEDURES	COMBUSTIBLE LIQUID			
UNUSUAL FIRE AND EXPLOSION HAZARDS				

SECTION V - HEALTH HAZARD DATA	
THRESHOLD LIMIT VALUE	0.02
EFFECTS OF OVEREXPOSURE	
EMERGENCY AND FIRST AID PROCEDURES	Fresh Air

SECTION VI - REACTIVITY DATA			
STABILITY	UNSTABLE		CONDITIONS TO AVOID
	STABLE	X	Heat, Moisture, Amines & Alcohols
INCOMPATIBILITY (Materials to avoid)			
HAZARDOUS DECOMPOSITION PRODUCTS			
HAZARDOUS POLYMERIZATION	MAY OCCUR		CONDITIONS TO AVOID
	WILL NOT OCCUR	X	Heat, Moisture, Amines & Alcohol

SECTION VII - SPILL OR LEAK PROCEDURES	
STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED	
COVER WITH ABSORBENT MATERIAL, SUCH AS SAWDUST THEN COLLECT IN DISPOSAL CONTAINERS FOR PROPER DISPOSAL.. CONSULT EPA & OR TSDF.	
WASTE DISPOSAL METHOD	DISPOSE OF IN ACCORDANCE WITH EPA/RCRA REGULATIONS.
Solid Urethane is classed as a Hazardous Waste - U-233	
Waste Solvent Coating is a Hazardous Waste, Ignitable Waste D-001	

SECTION VIII - SPECIAL PROTECTION INFORMATION			
IF SPRAYED USE AIR SUPPLIED MASK *****			
RESPIRATORY PROTECTION (Specify type) See 1910.134 Adequate Ventilation			
VENTILATION See NFPA # 33 & 91	LOCAL EXHAUST	SPECIAL	
	MECHANICAL (General)	OTHER	
PROTECTIVE GLOVES 1910.132..... Impervious Gloves		EYE PROTECTION 1910.133 & ANSI Z87.1 Splash Goggles	
OTHER PROTECTIVE EQUIPMENT			

SECTION IX - SPECIAL PRECAUTIONS	
PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING	
See OSHA 1910.106, 1910.107 and 1910.108	
OTHER PRECAUTIONS	See OSHA 1910.132
Adequate Ventilation Face & Hand Protection Recommended!	



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION I

60 WEST CHESTER STREET, LEAFLET, MA 01880

June 16, 1980

Mr. Richard Motollo
P.O. Box 498
Wakefield, MA 01880

Dear Mr. Motollo:

This letter is to confirm your conversation with Carl Fidar and Steven Novick of this office on June 10, 1980, during which you were notified that field investigation and analyses of samples collected by this agency indicate that hazardous substances as designated by 40 CFR 116, including toluene and trichloroethylene, are being discharged from your facility on Blueberry Hill Road in Raymond, New Hampshire, into the waters of the United States.

Section 311(c)(1) of the Clean Water Act (33 U.S.C. 460 et seq.) states that:

"Whenever any oil or a hazardous substance is discharged or there is a substantial threat of such discharge, into or upon the navigable waters of the United States, adjoining shorelines, or into or upon the waters of the contiguous zone . . . the President is authorized to act to remove or arrange for the removal of such oil or substance at anytime, unless he determines such removal will be done properly by the owner or operator of the vessel, onshore facility, or offshore facility from which the discharge occurs."

Pursuant to the Clean Water Act, you are responsible for taking all necessary steps to mitigate, contain or remove the contaminated material in order to ensure that it does not, nor will not, reach any navigable waters of the United States. Since you have indicated that you cannot accept this responsibility, the United States will initiate this action.

As discussed per our on-site meeting, the anticipated remedial action necessary to mitigate the discharge and prevent any further contamination is as follows:


- (1) The construction of surface drainage diversion features to reduce the infiltration of surface and groundwater into the drum disposal area.
- (2) The removal, repacking (where necessary) and on-site storage of the estimated 1,500 drums presently buried at the site.
- (3) An investigation of the feasibility of treating contaminated groundwater on site and implementation of feasible procedures if it is shown that contaminated groundwater is affecting surface waters.

At the present time, chemicals discharging from your property are in relatively low concentrations; however, they do represent a threat under Section 311(c)(1) of the Act and will require remedial action by this agency. In the event that a designated hazardous substance is discharged in a quantity equal to or greater than a reportable quantity as defined by 40 CFR Part 117.3, you, at this point, become subject to costs incurred by the United States in undertaking these actions.

It is the understanding of this office that you will reply in writing authorizing this agency to conduct the necessary work outlined in this letter and in committing your support in providing any necessary information to conduct this work.

If any additional information is required, please contact Steven Novick or Carl Eisam at (617) 861-6700, Extension 214.

Sincerely,


John F. Conlon, Chief
Oil & Hazardous Materials Section

cc: Larry Goldman, EPA Enforcement
Michael Donahue, N.H. Water Supply & Pollution Control Commission
Russell Nylander, N.H. Water Supply & Pollution Control Commission
Robert Minasian, 316 Essex St., Lawrence, MA

June 30, 1980

United States Environmental Protection Agency
60 Westview Street
Lexington, Massachusetts 02173

Attn: Mr. Carl Eidam

Re: Richard Mottolo

Dear Carl:

Pursuant to our conversation of June 10, 1980, and your letter of June 16, on behalf of my client, Richard Mottolo, I am giving you authorization to go on to the premises at Blueberry Hill Road, Raymond, New Hampshire to take the necessary steps to mitigate, contain and remove the alleged contaminated material on our property. This authorization is given to you with the understanding that there shall be no recourse to Mr. Mottolo, in any manner, as the result of the creation or discharge of the substance from the premises or as the result of your efforts to mitigate, contain or remove the contaminated substance on the property. In other words, it is my understanding that the Environmental Protection Agency shall not be coming back to Mr. Mottolo for a financial contribution towards any of the work done by your agency. If this not your understanding, kindly advise immediately upon receipt of this letter.

I thank you for your anticipated co-operation, and this office and my client stand ready to assist you at any time.

Yours very truly,

Robert H. Minasian

RHM/m

cc: Mr. Richard Mottolo
Atty. Lynn D. Morse



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

FEB 3 1983

OFFICE OF
SOLID WASTE AND EMERGENCY RESPONSE

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Richard Mottolo
P.O. Box 498
42 Broadway
Wakefield, Massachusetts 01880

Re: Mottolo Site, Blueberry Hill Rd.,
Raymond, New Hampshire

Dear Mr. Mottolo:

Pursuant to Section 104 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9604, and other authorities, in response to the release or threat of release of chemicals, including hazardous substances, into the environment from the Mottolo facility of Blueberry Hill Rd., Raymond, New Hampshire, the United States Environmental Protection Agency ("EPA") expended monies to perform investigation, response and cleanup activities at the facility, including:

- (a) removal of drums;
- (b) provision of security and maintenance at the facility;
- (c) sampling and analysis of groundwater and soil;
- (d) excavation of contaminated soil; and
- (e) regrading and seeding area.

The cost of the actions undertaken by the Federal government at the facility was approximately \$744,000.

Information available to the Agency indicates that you own or operate the Mottolo facility, owned or operated the facility at the time hazardous substances were disposed of at the facility, or accept or accepted hazardous substances for transport to the facility. Pursuant to the provisions of Section 107(a) of CERCLA and other authorities, you are liable for payment of the costs of investigation, response and cleanup activities at the facility.

Demand is hereby made upon you for payment of the costs incurred by the Federal government at the Mottolo facility. EPA is also contacting other persons whom information indicates are also liable for payment of the costs of the investigation, response, and cleanup activities at the facility. If you desire to discuss this matter with EPA, you should contact Pamela Hill, Esq. at the United States Environmental Protection Agency, Region I, John F. Kennedy Building, Boston, Massachusetts 02203, (617) 223-4634, not later than thirty (30) days after the receipt of this letter. Your failure to respond may result in the filing of a civil action against you in the United States District Court for a judgment against you on this obligation.

Sincerely yours,



Rita M. Lavelle
Assistant Administrator

cc: William Hedeman, Director
Office of Emergency and Remedial Response (WH-548)

Gene Lucero, Director
Office of Waste Programs Enforcement (WH-527)

Edward Cross, Assistant Attorney General
State of New Hampshire

Elizabeth Yu
U.S. Department of Justice

W. Stephen Thayer III
United States Attorney

Douglas Farnsworth, Attorney-Advisor
Office of Enforcement Counsel - Waste (EN-329)

✓ Pamela Hill
Office of Regional Counsel
EPA, Region I



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

FEB 3 1983

OFFICE OF
SOLID WASTE AND EMERGENCY RESPONSE

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Service Pumping & Drain Co., Inc.
P.O. Box 498
42 Broadway
Wakefield, Massachusetts 01880

Re: Mottolo Site, Blueberry Hill Rd.,
Raymond, New Hampshire

Gentlemen:

Pursuant to Section 104 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9604, and other authorities, in response to the release or threat of release of chemicals, including hazardous substances, into the environment from the Mottolo facility of Blueberry Hill Rd., Raymond, New Hampshire, the United States Environmental Protection Agency ("EPA") expended monies to perform investigation, response and cleanup activities at the facility, including:

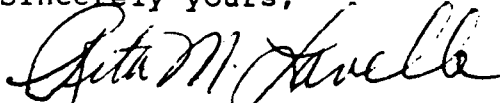
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Sincerely yours,



Rita M. Lavelle
Assistant Administrator

cc: William Hedeman, Director
Office of Emergency and Remedial Response (WH-548)

Gene Lucero, Director
Office of Waste Programs Enforcement (WH-527)

Edward Cross, Assistant Attorney General
State of New Hampshire

Elizabeth Yu
U.S. Department of Justice

W. Stephen Thayer III
United States Attorney

Douglas Farnsworth, Attorney-Advisor
Office of Enforcement Counsel - Waste (EN-329)

✓ Pamela Hill
Office of Regional Counsel
EPA, Region I



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

FEB 3 1983

OFFICE OF
SOLID WASTE AND EMERGENCY RESPONSE

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

K.J. Quinn & Co., Inc.
195-209 Canal St.
Malden, Massachusetts 02148

Re: Mottolo Site, Blueberry Hill Rd.,
Raymond, New Hampshire

Gentlemen:

Pursuant to Section 104 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9604, and other authorities, in response to the release or threat of release of chemicals, including hazardous substances, into the environment from the Mottolo facility of Blueberry Hill Rd., Raymond, New Hampshire, the United States Environmental Protection Agency ("EPA") expended monies to perform investigation, response and cleanup activities at the facility, including:

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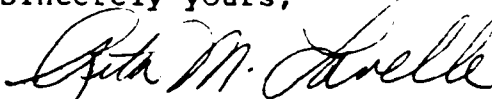
The cost of the actions undertaken by the Federal government at the facility was approximately \$744,000.

Information available to the Agency indicates that your company did by contract, agreement or otherwise, arrange for the disposal or treatment, or arranged for transport for disposal or treatment, of hazardous substances at the Mottolo facility. Pursuant to the provisions of Section 107(a) of CERCLA and other authorities, your company is liable for payment of the costs of investigation, response and cleanup activities at the facility.

APPENDIX A - Exhibit 19-3

Demand is hereby made upon your company for payment of the costs incurred by the Federal government at the Mottolo facility. EPA is also contacting other persons whom information indicates are also liable for payment of the costs of the investigation, response and cleanup activities at the facility. If you desire to discuss this matter with EPA, you should contact Pamela Hill, Esq. at the United States Environmental Protection Agency, Region I, John F. Kennedy Building, Boston, Massachusetts 02203, (617) 223-4634, not later than thirty (30) days after the receipt of this letter. Your failure to respond may result in the filing of a civil action against your company in the United States District Court for a judgment against your company on this obligation.

Sincerely yours,



Rita M. Lavelle
Assistant Administrator

cc: William Hedeman, Director
Office of Emergency and Remedial Response (WH-548)

Gene Lucero, Director
Office of Waste Programs Enforcement (WH-527)

Edward Cross, Assistant Attorney General
State of New Hampshire

✓ Elizabeth Yu
U.S. Department of Justice

W. Stephen Thayer III
United States Attorney

Douglas Farnsworth, Attorney-Adviser
Office of Enforcement Counsel - Waste (EN-329)

Pamela Hill
Office of Regional Counsel
EPA, Region I



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

FEB 3 1983

OFFICE OF
SOLID WASTE AND EMERGENCY RESPONSE

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Lewis Chemical Corporation
12 Fairmount Court
Boston, Massachusetts 02136

Re: Mottolo Site, Blueberry Hill Rd.,
Raymond, New Hampshire

Gentlemen:

Pursuant to Section 104 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9604, and other authorities, in response to the release or threat of release of chemicals, including hazardous substances, into the environment from the Mottolo facility of Blueberry Hill Rd., Raymond, New Hampshire, the United States Environmental Protection Agency ("EPA") expended monies to perform investigation, response and cleanup activities at the facility, including:

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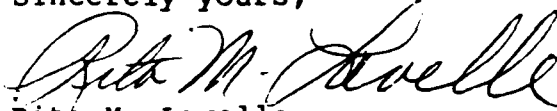
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APPENDIX A - Exhibit 19-4

Demand is hereby made upon your company for payment of the costs incurred by the Federal government at the Mottolo facility. EPA is also contacting other persons whom information indicates are also liable for payment of the costs of investigation, response and cleanup activities at the facility. If you desire to discuss this matter with EPA, you should contact Pamela Hill, Esq. at the United States Environmental Protection Agency, Region I, John F. Kennedy Building, Boston, Massachusetts 02203, (617) 223-4634, not later than thirty (30) days after the receipt of this letter. Your failure to respond may result in the filing of a civil action against your company in the United States District Court for a judgment against your company on this obligation.

Sincerely yours,



Rita M. Lavelle
Assistant Administrator

cc: William Hedeman, Director
Office of Emergency and Remedial Response (WH-548)

Gene Lucero, Director
Office of Waste Programs Enforcement (WH-527)

Edward Cross, Assistant Attorney General
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Pamela Hill
Office of Regional Counsel
EPA, Region I



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

FEB 3 1983

OFFICE OF
SOLID WASTE AND EMERGENCY RESPONSE

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carl Sutera
c/o Lewis Chemical Corporation
12 Fairmount Court
Boston, Massachusetts 02136

Re: Mottolo Site, Blueberry Hill Rd.,
Raymond, New Hampshire

Gentlemen:

Pursuant to Section 104 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9604, and other authorities, in response to the release or threat of release of chemicals, including hazardous substances, into the environment from the Mottolo facility of Blueberry Hill Rd., Raymond, New Hampshire, the United States Environmental Protection Agency ("EPA") expended monies to perform investigation, response and cleanup activities at the facility, including:

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The cost of the actions undertaken by the Federal government at the facility was approximately \$744,000.

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APPENDIX A - Exhibit 19-5

Demand is hereby made upon you for payment of the costs incurred by the Federal government at the Mottolo facility. EPA is also contacting other persons whom information indicates are also liable for payment of the costs of investigation, response, and cleanup activities at the facility. If you desire to discuss this matter with EPA, you should contact Pamela Hill, Esq. at the United States Environmental Protection Agency, Region I, John F. Kennedy Building, Boston, Massachusetts 02203, (617) 223-4634, not later than thirty (30) days after the receipt of this letter. Your failure to respond may result in the filing of a civil action against you in the United States District Court for a judgment against you on this obligation.

Sincerely yours,



Rita M. Lavelle
Assistant Administrator

cc: William Hedeman, Director
Office of Emergency and Remedial Response (WH-548)

Gene Lucero, Director
Office of Waste Programs Enforcement (WH-527)

Edward Cross, Assistant Attorney General
State of New Hampshire

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Pamela Hill
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EPA, Region I