

US EPA ARCHIVE DOCUMENT

Moses & Afonso, Ltd.
Counselors at Law

170 Westminster Street, Suite 201 • Providence, RI 02903
Telephone (401) 453-3600 • Facsimile (401) 453-3604

Thomas V. Moses
Antonio Afonso, Jr.
James A. O'Leary

Richard J. Welch
John J. Garrahy
Marco P. Uriati

April 14, 1999

Sharon Fennelly, Enforcement Coordinator
Office of Site Remediation and Restoration
Site Evaluation and Response II Section (HBR)
U.S. Environmental Protection Agency
One Congress Street, Suite 1100
Boston, MA 02114-2023

Centredale Manor
11.9
9271

Re: Request for Information regarding the Centredale Manor Superfund Site

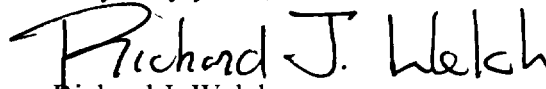
Dear Ms. Fennelly:

Enclosed please find supplemental information filed by Centredale Manor Associates, c/o John L. Marshall, III, Marshall Properties, Inc. pursuant to the Request for Information dated February 22, 1999. The Supplemental Documents are marked as Nos. 535-543 and consist of certified copies of the Second Amendment to the First Amended and Restated Agreement and Certificate of Limited Partnership of Centredale Manor Associates. The initial response was sent to your office by letter dated April 7, 1999.

With the supplemental information enclosed, please note that the April 7, 1999 Response, at Response No. 1 (b.), is changed to reflect that Mr. Marshall's general partnership interest in Centredale Manor Associates was actually sold on February 14, 1996. The April 7, 1999 Response had indicated an estimated sale date of February 1, 1996.

Thank you. If you have any questions, please contact me at the above address and phone number.

Very truly yours,


Richard J. Welch

Enclosure

cc: Ms. Jane Burgess (with enclosure)
RJWLTEPA414



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Office of the Secretary of State

James R. Langevin, Secretary of State

Date: April 6, 1999

CENTERDALE MANOR ASSOCIATES
(8 Pages)

***A TRUE COPY WITNESSED UNDER THE SEAL OF THE STATE
OF RHODE ISLAND AND PROVIDENCE PLANTATIONS***

James R. Langevin

Secretary of State

By *Debra Antarelli*



000005

FILED

MAR 5 1995

4/9/07

By *[Signature]* 157321

SECOND AMENDMENT
TO
FIRST AMENDED AND RESTATED
AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP
OF
CENTERDALE MANOR ASSOCIATES

This SECOND AMENDMENT is made as of the 19 day of February, 1996, by and among JOHN L. MARSHALL, III, a Rhode Island resident ("Marshall"), BERNARD HODESS, a Rhode Island resident ("Hodess"), and CENTERDALE ASSOCIATES, a Rhode Island limited partnership ("Centerdale"); WFC REALTY CO., INC., a Massachusetts corporation (the "Special Limited Partner"); and SMITH STREET LIMITED PARTNERSHIP, a District of Columbia limited partnership (the "Limited Partner"); and C/S HOUSING ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts limited partnership ("C/S").

WITNESSETH

WHEREAS, pursuant to that certain First Amended and Restated Agreement and Certificate of Limited Partnership of Centerdale Manor Associates, dated as of October 1, 1982 (the "Partnership Agreement"), Marshall, Hodess, Centerdale, the Special Limited Partner and the Limited Partner became partners in Centerdale Manor Associates (the "Partnership");

WHEREAS, the Partners desire to amend the Partnership Agreement to (i) provide for the admission of the C/S as a general partner of the Partnership, (ii) permit the withdrawal of Marshall as a general partner of the Partnership; and (iii) to permit the conversion by Hodess of his general partner interest in the Partnership to an interest of a Substitute Limited Partner;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Partnership Agreement.

000030

2. Admission of C/S and Withdrawal of Marshall and Hodess.

(a) The Partners hereby admit C/S to the Partnership as a general partner with all of the authority, power, right and obligations of a General Partner of the Partnership.

(b) C/S hereby (i) accepts the foregoing admission, and (ii) agrees to be bound by the terms and provisions of the Partnership Agreement. C/S further accepts and assumes the liabilities and obligations of a General Partner of the Partnership, under the Partnership Agreement or otherwise, including, without limitation, the obligations under Section 3.03 of the RIHMFC provisions, first arising as of the date hereof (but specifically excluding any acts or omissions occurring prior to the date hereof for which claims are made after the date hereof);

(c) Marshall hereby voluntarily withdraws as a general partner of the Partnership pursuant to Section 11.01(ii) of the Partnership Agreement and agrees that he has no further right to participate in the management or operation of the Partnership or to receive any future allocations of profits and losses, any cash distributions from the Partnership or any other funds or assets of the Partnership;

(d) Hodess hereby voluntarily withdraws as a general partner of the Partnership and elects, pursuant to Section 11.04(a)(ii) of the Partnership Agreement to have his Interest converted into an Interest of a Substitute Limited Partner.

(e) Centerdale and C/S hereby consent to the withdrawal from the Partnership of Marshall and the conversion of Hodess' general partner interest in the Partnership to an Interest of a Substitute Limited Partner.

(f) Centerdale, C/S, the Special Limited Partner, Hodess and the Limited Partner elect to continue the term of the Partnership upon the same terms and conditions as are set forth in the Partnership Agreement, as amended hereby.

3. Representations and Warranties. The Successor General Partner, Marshall and Hodess hereby jointly and severally represent and warrant that:

000007

(i) the consent of the Mortgagee and, if required, HUD has been obtained to the admission of C/S as a Successor General Partner; and

(ii) C/S has the necessary partnership power, authority and experience to act as a general partner of the Partnership.

4. Amendments to Partnership Agreement. The Partnership Agreement is hereby amended as follows:

(a) By deleting Section 2.22 thereof in its entirety and inserting the following in lieu thereof;

"2.22 General Partners. C/S Housing Associates Limited Partnership, a Rhode Island limited partnership, and Centerdale Associates, a Rhode Island limited partnership; and any and all other Persons who become General Partners in accordance with the provisions of this Agreement."

(b) By deleting Exhibit 1 thereto and inserting Exhibit 1 annexed hereto in lieu thereof.

5. Delegation of Authority. Pursuant to Section 7.02 of the Partnership Agreement, Centerdale and C/S hereby delegate to C/S the authority of the General Partners under the Partnership Agreement to, and C/S shall have the sole authority to cause the Partnership to, enter into, amend, terminate, extend or otherwise modify the Management Agreement and any other agreements between the Partnership and the Management Agent C/S shall have the sole authority. The delegation of authority set forth in this Paragraph 5 shall terminate without any further action on the part of any person upon at such time as C/S shall no longer be a General Partner of the Partnership.

6. Miscellaneous. (a) Except as modified hereby, the Partnership Agreement remains in full force and effect and the provisions thereof are hereby ratified and confirmed.

(b) All references in the Partnership Agreement to "this Agreement", "hereunder", "hereto" or similar references, and all references in all other documents to the Partnership Agreement shall hereinafter be deemed references to the Partnership Agreement as amended hereby.

000038

(c) This Amendment may be executed in one or more counterparts, all of which together shall for all purposes constitute one amendment, binding on all parties hereto, notwithstanding that the parties have not signed the same counterparts.

(d) All Sections headings in this Amendment are for convenience purposes only and are not intended to qualify the meaning of any section.

(e) This Amendment, and the application or interpretation thereof, shall be governed exclusively by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

Witness:

Milagros Reyes

Bernard Hodess

DONE, SIGNED, SWORN TO AND ACKNOWLEDGED by Bernard Hodess as his free act and deed in the presence of the above witness and undersigned Notary in FLORIDA this 28 day of February, 1996.

Marnie E. Smith
Notary Public

My Commission expires:



MARNIE E SMITH
My Commission CC338816
Expires Dec. 29, 1997
Bonded by ANB
800-852-5878

000000

Witness: Janice A. Dupont

John L. Marshall, III
John L. Marshall, III

DONE, SIGNED, SWORN TO AND ACKNOWLEDGED by John L. Marshall, III as his free act and deed in the presence of the above witness and undersigned Notary in

East Providence, RI this 26th day of February, 1996.

Mary Jane Burgess
Notary Public

My Commission expires: July 18, 1997

CENTERDALE ASSOCIATES

Witness
Attest: Janice A. Dupont

By John L. Marshall, III
John L. Marshall, III
General Partner

DONE, SIGNED, SWORN TO AND ACKNOWLEDGED by John L. Marshall, III, as the duly authorized General Partner of Centerdale Associates in the presence of the above

witness and undersigned Notary in
East Providence, RI this 26th day of February, 1996.

Mary Jane Burgess
Notary Public

My Commission expires: July 18, 1997

000040

C/S HOUSING ASSOCIATES LIMITED
PARTNERSHIP

By: C/S Centerdale Corporation
General Partner

Attest: _____

By: _____

Paul E. Fryder,
President

DONE, SIGNED, SWORN TO AND ACKNOWLEDGED by Paul E.
Tryder, as the duly authorized President of C/S Centerdale
Corporation, the General Partner of C/S Housing Associates
Limited Partnership in the presence of the above Robert
L. EVANS and undersigned Notary in NORWOOD, MASSACHUSETTS,
this 20th day of February, 1996.

Louise J. Clane
Notary Public

My Commission expires: 12/13/96

Attest: _____

WFC REALTY CO., INC.

By: _____

DONE, SIGNED, SWORN TO AND ACKNOWLEDGED by
Carol J. Mills, as the duly authorized Vice Pres of WFC
Realty Co., Inc. in the presence of the above Peter Braverman
and undersigned Notary in Boston this 1
day of February, 1996.
March

Marion Rafferty
Notary Public

000041

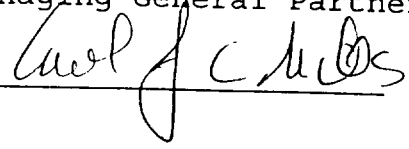
My Commission Expires August 9, 2002

My Commission expires: _____

SMITH STREET LIMITED PARTNERSHIP

By: Winthrop Financial Co., Inc.,
its Managing General Partner

Attest: 

By 

DONE, SIGNED, SWORN TO AND ACKNOWLEDGED by
Carol J. Mills, as the duly authorized Vice Pres of
Winthrop Financial Co., Inc., the managing general partner of
Smith Street Limited Partnership, in the presence of the above
Peter Braverman and undersigned Notary in March
Boston this 1 day of ~~February~~, 1996.


Notary Public

My Commission expires: My Commission Expires August 9, 2002

000040

CENTERDALE MANOR ASSOCIATES

SCHEDULE OF PARTNERS

<u>General Partners</u>	<u>Interest</u>	<u>Previous Capital Contribution(1)</u>	<u>Subsequent Capital Contribution (2)</u>
Centerdale Associates 75 Newman Ave. Rumford, RI 02916	1.00%	\$100	0
C/S Housing Associates Limited Partnership 725 Canton Street Norwood, Massachusetts	.70		\$100
<u>Special Limited Partner</u>			
WFC Realty Co., inc. One International Place Boston, MA 02110	0.01%	\$10	0
<u>Limited Partner</u>			
Smith Street Limited Partnership c/o Winthrop Financial Co., Inc. One International Place Boston, Massachusetts 02110	97.00%	\$105,000	\$845,000
<u>Substitute Limited Partner</u>			
Bernard Hodess 98 Deerfield Ct. North Kingston, RI 02852	0.30	\$100	0

000543

TARGET SHEET

THE MATERIAL DESCRIBED BELOW
WAS NOT SCANNED BECAUSE:

- ☒ OVERSIZED
- ☐ NON-PAPER MEDIA
- ☐ OTHER:

DESCRIPTION: DOC# 9271, LAYOUT PLAN FOR
CENTREDALE MANOR 123 UNIT ELDERLY HOUSING,
3/10/82

THE OMITTED MATERIAL IS AVAILABLE FOR REVIEW
BY APPOINTMENT
AT THE EPA NEW ENGLAND SUPERFUND RECORDS CENTER,
BOSTON, MA

TARGET SHEET

THE MATERIAL DESCRIBED BELOW
WAS NOT SCANNED BECAUSE:

- ☒ (X) OVERSIZED
- ☐ () NON-PAPER MEDIA
- ☐ () OTHER:

DESCRIPTION: DOC# 9271, SITE AND GRADING PLAN FOR
CENTREDALE MANOR 123 UNIT ELDERLY HOUSING,
3/10/82

THE OMITTED MATERIAL IS AVAILABLE FOR REVIEW
BY APPOINTMENT
AT THE EPA NEW ENGLAND SUPERFUND RECORDS CENTER,
BOSTON, MA