

Wm. Sherman Greene, Jr.
Attorney and Counsellor at Law
Sunset, Maine

207-248-2881

July 3, 1969

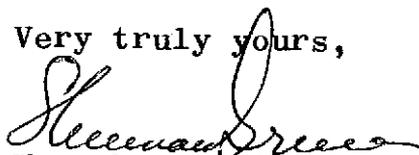
Mr. Albert E. Sandecki
50 Tanner Street
Haddonfield, N J 08033

Dear Mr. Sandecki:

Thank you for your letter of June 30th, together
with enclosure.

I shall look forward to seeing you soon, at
which time we can go over this entire matter.

Very truly yours,


Wm. Sherman Greene, Jr.

WSG:RL

P.S. Your letter of July 1, 1969 just came in.
There are numerous important questions which must
be considered, as you have indicated. I still
think we can get further by discussing them in
person when you are here next week. At the moment,
the main thing is that Callahan appears to sincerely wish
to work something out.

W.S.G.

Wm. Sherman Greene, Jr.
Attorney and Counsellor at Law
Sunset, Maine
207-348-2881

July 7, 1969

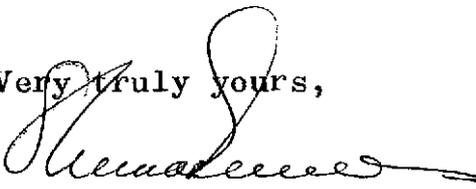
Mr. Albert E. Sandecki,
Harborside,
Maine

Dear Mr. Sandecki:

Thank you for your letter of July 3, 1969.

I suggest you telephone me when you have a moment and we will arrange for a conference later in the week.

Very truly yours,



Wm. Sherman Greene, Jr.

WSG:RL



STATE OF MAINE
DEPARTMENT OF HEALTH AND WELFARE

AUGUSTA, MAINE 04330

DEAN FISHER, M. D.
COMMISSIONER

July 9, 1969

Mr. Brainard Farnham
Harborside
Maine 04642

Dear Mr. Farnham:

In answer to a telephone request by Jack Malcolm of the Callahan Mining Corporation, we have reviewed the analysis of the well water which was sent in by the mining company on June 11, 1969.

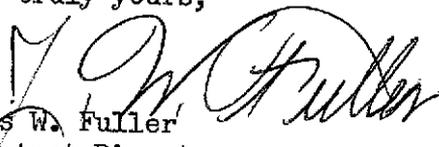
This water was found to be satisfactory for drinking, and the only slight exception was the presence of a higher salt content than is normal. We judge a water to be questionable when it contains 150 ppm (parts per million) and unsatisfactory when it contains over 250 ppm of chlorides (salt). The sample in question contained only 24 ppm, and in our opinion this is far below concentrations where it would be judged to be questionable, and would not be considered detrimental as far as a person's health is concerned.

Many wells that are located near salt water will have this much salt or more because the fog, spray, etc. bring the ocean water in onto the surface of the ground around the wells.

From the results of the analyses, this water would be considered very excellent and the small amount of salt certainly is of no consequence.

We trust that this is the information you desired.

Very truly yours,


James W. Fuller
Assistant Director
Division of Sanitary Engineering

JWF/vvs

12 July 1969

Conference with Sherman Greene (attorney) 11am until 3:30pm.

Those present: Mr. & Mrs. Farnham, Mr. & Mrs. Hunter & A. Sandecki.

Discussed in detail the Callahan proposal for the return of water to our residences at Harborside, Me.

Sandecki to call Greene on the 13th at 12:30pm to receive from Greene our position to be relayed to Charles D. Snead (Council for the Callahan Corporation)

Called Jack Malcolm to arrange a date at the mine office to confer with Snead by telephone. Monday the 14th at 10am.

Called Greene at 12:45 on the 13th. Position as follows:

1. I have talked with the Farnhams, Hunters and our councilor and ask that the water line be installed at once in a winterized condition for a water supply from the Callahan mine's well, and the water to be made available as soon as possible.

2. We hope that regular monthly tests will be made and the results made available to us in regard to the quality of the water, (ie. as to salty content) and that the water will be satisfactory for use in a lodging, eating place and a private home.

3. We have various important questions as to the Water Cooperative which need clarification and some additions, BUT, I think the Farnhams and I will be inclined to go along with the idea, - after various points have been worked out. We do not know about others feelings after they are informed of the plan.

Ask that Snead meet with us and our attorney when he is in Oceanville, Me. to work out questions. In the mean time inform Greene of the companies decision as to immediate instalation of the water supply. COMPROMISE if answer is no. Run water to us on a temporary basis as pipe line is already on our property.

Call to Charles D. Snead, Jr.

1. I HAVE TALKED WITH THE FARNHAMS, HUNTERS & OUR ATTORNEY AND ASK THAT THE WATER LINE BE INSTALLED AT ONCE IN A WINTERIZED CONDITION FOR A WATER SUPPLY FROM THE MINE'S WELL, WITH THE WATER TO BE MADE AVAILABLE AS SOON AS POSSIBLE.

2. WE HOPE THAT REGULAR MONTHLY WATER TESTS WILL BE MADE AND THE RESULTS MADE AVAILABLE TO US AS TO THE QUALITY AND THE SALT CONTENT, AND THAT THE WATER WILL BE SATISFACTORY FOR USE IN A EATING PLACE AND A PRIVATE HOME.

3. WE HAVE VARIOUS IMPORTANT QUESTIONS AS TO THE PROPOSED "WATER COOPERATIVE" WHICH NEED CLARIFICATION AND SOME ADDITIONS, BUT , I THINK THE FARNHAMS AND I WILL BE INCLINED TO GO ALONG WITH THE IDEA,** AFTER VARIOUS POINTS HAVE BEEN WORKED OUT.

WE DO NOT KNOW ABOUT OTHERS FEELINGS AFTER THEY ARE INFORMED OF THE PLAN.

WOULD YOU MEET WITH US AND OUR COUNCIL WHEN YOU ARE IN OCEANVILLE TO WORK OUT OUR QUESTIONS?

OUR ATTORNEY'S PHONE NUMBER IS:

Area Code 207

348 2881 Home 9-12

667 8353 Registry of Deeds
Ellsworth 1-4:30

JM WATER LINE ON OUR PROPERTY IS A CONSTANT REMINDER OF OUR LOSS OF WATER. ALONG WITH THE JUES + FUEL TASTING STUFF NOW COMING FROM OUR FAUCETS.

JM CONSTANTLY REMINDING THE CHILDREN NOT TO DRINK FROM WATER FAUCETS - AFTER CAREFULLY DRINKING FROM HOSE I VOMITTED.

JM FARNHAMS ARE FEARFUL OF THE SALT CAUSING DAMAGE TO THEIR PLUMBING SYSTEM.

A TEMPORARY SURFACE SUPPLY IS OUR ONLY COMPROMISE IF THERE MUST BE ONE.

IF ONLY TO AVOID ~~THE~~ CONSTANT AGGRAVATION, POSSIBLE SICKNESS AND DAMAGE TO PLUMBING SYSTEM.

A TEMPORARY SUPPLY WOULD SHOW CALLAHAN'S ^{CALLAHAN'S} ~~THEIR~~ GOOD INTENT TOWARDS ^{THEIR} ~~YOUR~~ NEIGHBORS - ~~THEIR~~ AND UPON YOUR ARRIVAL IN OCEANVILLE A CONVENIENT TIME ^{FOR ALL} TO DISCUSS AND CLARIFY OUR QUESTIONS AND ARRIVE AT AN AGREEMENT.

WHEN ARE YOU GOING TO BE IN OCEANVILLE?

JM RECENT WATER TEST RESULTS HAVE CAUSED DOUBT IN FARNHAM'S AND MY MIND. 1. CHLORIDE CONTENT 24 PPM. 2. PENCILLED IN NOTE ON COPY GIVEN FARNHAMS (NORMAL ^{AT} ~~FOR~~ HARBOR). 3. LETTER FROM BOARD OF HEALTH. (SALT SPRAY ^{FOR} ~~AND~~ CAUSING SALT CONTENT IN WELL 265' DEEP.)

IN CONVERSATION THE COMMENT HAS BEEN MADE THAT IN EFFECT: "THE LONGER WE ARE WITHOUT WATER, THE MORE INCLINED WE WILL BE TO MAKE AN AGREEMENT".

AN INDISCREET COMMENT TO SAY THE LEAST. THAT DOES LITTLE TO FOSTER TRUST. AND I CAN ASSURE YOU SUCH IS NOT THE CASE.

18/81

PENOBSCOT UNIT
CALLAHAN MINING CORPORATION

5352

TO: J. B. Malcolm

DATE: May 16, 1969

FROM: J. A. Pearson

COPIES: J. MacGullic
W. BUTLER

SUBJECT: Measurement of water potential - Callahan's well.

The Callahan well was drilled to depth of 265', ledge was encountered at 90 feet. The hole was cased to 90 feet. A $7\frac{1}{2}$ H. P. Denver pump, rated @ not less than 35.6 gals per minute with 220 T.D.H. was installed at 220 feet. (The drillers reported the well to be making 37.5 gals per minute.)

On May 16, 1969 a series of tests were made to determine the water inflow into the well and also the pump out put.

#1 Test The pump was started at 10:45 a.m. and pumped for 15 minutes at full capacity. The amount of water pumped was calculated using the following method:

The time taken to fill a 55 (U.S.) gal. drum = 46 seconds

$$1 \text{ second} = \frac{55 \text{ gals}}{46 \text{ seconds}} = 1.195 \text{ gals.}$$

$$1 \text{ minute} = 60 \times 1.195 = 71.7 \text{ gal.s}$$

$$15 \text{ minutes} = 15 \times 71.7 = 1075.5 \text{ gals.}$$

The top of the water prior to pumping was 12 feet below surface and the top of water immediately after pumping was 51 feet. The time taken for the well to recover from 40 to 30 feet was 3 minutes 1 second.

#2 Test Measured inflow with water level at 31 feet. By adjusting the outlet, from the pump, to a point that the amount pumped out was equal to the amount of water coming into the well. The amount was measured by filling a 55 gal. drum and measuring the time taken.

Time used = 5 minutes 42 seconds

$$\text{Calculated inflow} = \frac{55 \text{ gals}}{342 \text{ seconds}} = 0.16 \text{ gals per second, or } 9.6 \text{ gals/min.}$$

#3 Test Measured inflow with water level at 114 feet. Similar method to #2 test.

$$\text{Time used} = 1 \text{ minute } 3 \text{ seconds}$$
$$\text{calculated inflow} = \frac{55 \text{ gals.}}{63 \text{ seconds}} = 0.87 \text{ gals. per second or}$$

52.2 gals. per minute

The tests were terminated when measuring probe became wedged inside casing and wires pulled out leaving probe lodged inside.

PENOBSCOT BAY

3000 E

5000 N

5000 N

5000 N

CLYDE

FARNHAM

SAUNCEY

CALLAHAN MINING CORPORATION
PENOBSCOT UNIT
WATER PIPELINE TO FARNHAM ET AL
SCALE 1"=200' DATE: 6-24-69 8m

7/14/69 - Gave snead our position as outlined by our attorney.

Snead would be back to me in a day or so. MALCOLM GAVE ME INFO ON
PRESENT WATERS CAPACITY AT MIN

7/16/69 - Jack Malcolm stoped over to say nothing would be done until Snead arrived in Maine on the 17th and at that time there would be a meeting of all concerned at the Farnham's residence. No water supply would be forthcoming until our intent in regard to the proposal was known. Malcolm was upset and perturbed by the sight of the 2" pãastic pipe line on our property from that of the mine's. (photographs of pipeline & markers)
Jack Malcolm arrived at 11:35 and left at 1:55 am.

7/16/69 - Called Mr. Greene and told him of Sneads responce to our position: which was noncommittal and asking if we had any specific points that we ~~we~~ were concerned about. I said that they centered around the "Water Cooperative" and the length of time that the Callahan firm would be responsible for the water supply after they leave the Harborside area.

Jack Malcolm proposed that we all meet together at the mine or the Farnham's residence on the 18th at 10am. I relaid his invitation to the Farnhams and Mr. Greene our attorney, then called Malcolm to confirm meeting.

7/18/69 -

1. RECYCLING OF WATER - CHANGE OVER TO F/W PROCESSING (WATER CAPACITY)
2. NEIGHBORS STATUS IF WE GET WATER

P. U. C. OF MAINE -

PLANS + SPECS. FOR APPROVAL

STOCKS. WHAT FOR ETC. "

FREE SERVICE RATES - NO FAVORITISM -

CONTRACT - (APPROVAL) 25% OR MORE OF STOCK

ARE MADE IN FIRST PLACE FOR PUC. PRIVATE CO.

IS THERE

CALLAHAN'S RESPONSIBILITY. —

ANOTHER SOURCE OF WATER - — LEACH.

BONDING - ? NO.

PARTY IN AGREEMENT.

LICENSE COULD TO GO ON OUR LAND.

Wm. Sherman Greene, Jr.
Attorney and Counsellor at Law
Sunset, Maine

207-348-2881

July 21, 1969

Mr. Albert E. Sandecki,
Brooksville,
Maine

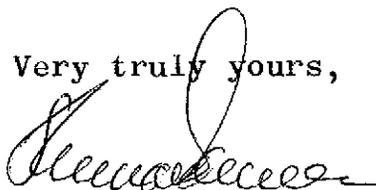
Dear Albert:

This will confirm our telephone conference yesterday and your report that a temporary surface pipeline had been installed on Saturday, July 19th, 1969, from the Callahan Mine well and reservoir to your home and Mr. and Mrs. Farnham's home. Also, that you had talked with Charles Snead and discussed the possible addition of Mr. Greene, Mr. Barthelman and Mr. Veague to this pipeline.

As I explained to you, there are various points in connection with the Callahan proposal which we must discuss in detail, but any installation now made and any discussion we have so far had with the various parties, are based upon the definite agreement that no parties waive any rights they may have.

I shall be talking with Mr. Snead later this week, after which I shall arrange a conference with you and Mr. and Mrs. Farnham.

Very truly yours,



Wm. Sherman Greene, Jr.

WSG:RL

SWRAD.

(WATER)

(NOON CALL)

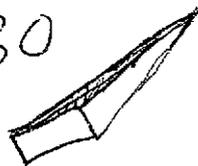
1. PER. TEMP CNCT (NEGOTIATION) CONTACT ONLY USE FOR DOMESTIC USE.
2. SUPPLY US ADD ANY OTHERS AS THEY DETERMINA. (BARTHELMAN GO TO MINIS-ASK FOR CONNECTIONS) CALLAHAN DOES NOT WANT TO SOLICIT THEM
3. DISCONNECT AT ANY TIME (INFORMED BEFORE) LEGAL OBLIG. SERVICE DELINE ✓
4. FEASMENT FOR ON LAND INSTALL M
5. NO LIABILITY FOR WATER ON TEMP BASIS
6. NO LIABILITY — FOR ORIGINAL LOSS.
7. NEITHER PARTY WAIVES ANY RIGHTS.

(TUESDAY) CONTACT (JACK MALCOLM)

(GO AHEAD)

1:30

SWRAD — 367-2637 ✓
(OCEANVILLE)



MAR VREAGUE — MAKE CLAIM FIRST
&
BARTHELMAN —

NEW COMMITTEE } MALCOLM REUASIVE }

CALL GREENIE
(6PM TOMORROW)
645 OUT

STATUTORY LIMITATIONS

ON CLAIMS — YES

HOURS & ASIGNS . 6 YRS MIN

24 July 1969
Harborside,
Maine 04642

Mr. Willian Sherman Greene, Jr.
Attorney and Counsellor at Law
Sunset, Maine 04683

Dear Mr. Greene:

Thank you for your letter of the 21st. I followed your suggestion and contacted Mr. Snead on the 19th in regard to the temporary pipe line to our properties and the addition of the Veague and Barthelman families to the temporary water supply. Mr. Snead asked that I contact the Veagues and Barthelmans and have them talk to Mr. Jack Malcolm at the mine on the 22nd. They did so and found Mr. Malcolm to be rather indefinite and evasive in reference to giving them a temporary hook up.

On the 23rd Mr. Malcolm and Mr. McGuffie (engineer at mine) came to see me to explain that they were unable to locate the Veagues and Barthelmans at home and asked that I relay a message to them that, "The mine has decided to cut through the town road and lay in a waterline to connect them to the temporary water supply now in existence at the Farnhams residence. The work would start on the 24th or 25th dependent on the town of Brooksville permitting them to do the work."

I asked Jack Malcolm if the line under the road would be winterized as stated in the proposal made by Mr. Snead, he replied that he did not think it would be. Mention was made of a valve cut off and a self draining line under the road, the cut off valve would be located on the Farnham's side of the road. Jack Malcolm explained the reason for this is to avoid unseen problems with ledge under the town road.

I have reason to believe that this decision was prompted by Mr. Snead's meeting Mr. Veague and me on the road earlier on the 23rd. I asked Mr. Snead if he had been in touch with you and he said that he had not as they have had guests the last few days.

I gave Mr. Barthelman and Mr. Veague the message that Jack Malcolm left on the afternoon of the 23rd.

As of today the 24th Mr. McGuffie and an employee of the mine have come on to the property of the Farnham's to dig a trench from there across the road to that of the Veagues. According to Mr. McGuffie temporary water lines will then be run from a "T" joint to the Veague and Barthelman residences.

Lastly, both Mr. Veague and Mr. Barthelman have asked to meet with you in this matter and I am forwarding their request to do so. I have kept them aware of the whole matter to date and have mentioned to them your wanting to talk to the Farnhams and me in the near future. They are directly affected in this matter and Brainard and I feel that they should be included in any further discussions.

Sincerely,

Albert E. Sandecki



24 July 69 - 11:25 AM

Wm. Sherman Greene, Jr.
Attorney and Counsellor at Law
Sunset, Maine
207-848-2881

July 25, 1969

Mr. Albert E. Sandecki
Brooksville,
Maine

Dear Albert:

Mr. Snead phoned me yesterday to say that he was going to prepare a letter when his New York Office could write it, outlining the basic points we discussed at our conference last week.

He asked if we had any further points to bring up, and I said that I felt the \$2000.00 fund should be increased substantially so that another well would be drilled if the present well failed in the future. Neither Mr. Snead nor I discussed details, but I told him we would have to go into this in more detail when I saw him.

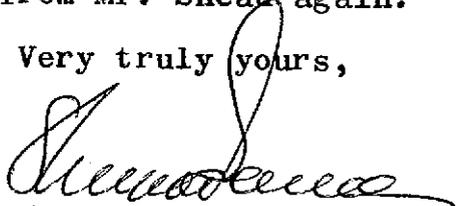
He also suggested that he ask Mr. Fenton what report he had obtained as to the Public Utility Commission procedure and that we could go over the entire proposed plan next week.

Finally, Mr. Snead indicated that the Company is prepared to include Mr. Barthelman and Mr. Veague with the pipes, putting them under the road, and he anticipated no problem with the Town to do so.

I suggest that we await further word from him as to a conference date.

If you have anything to discuss, please telephone me and I shall let you know when I hear from Mr. Snead again.

Very truly yours,



Wm. Sherman Greene, Jr.

WSG:RL

P.S. Your letter of July 24, 1969 just received. I shall be glad to talk with your friends. However, I understand that Arnold Veague may be representing his uncle. This does not prevent my talking with them at this time and we can set up a conference at a later date, as I have indicated above.

W.S.G

CALLED JACK MALCOLM TODAY (27 JULY) TO INFORM HIM OF IMPROPER
HOOKUP OF WATER SUPPLY FROM MINE & FOUL TASTE OF WATER.

1:15 PM. - BRAINARD + I CHECKED PUMP'S TANK PRESSURE
WHEN IT DROPPED TO 20 LBS PSI THE PUMP IN
THE WELL DRILLED BY CALLAHAN ON THE FARNHAM
PROPERTY WOULD DRAW THE WATER FROM THIS
WELL INTO THE LINES FOR THE FARNHAMS + MY
RESIDENCE. COULD FEEL WATER MOVING IN 1" LINE

1:25 PM - CALLED MALCOLM FOR WATER AND CORRECTION
OF PROBLEM - HE WOULD CONTACT JOE GRAY.

2:00 PM - JOE GRAY CAME OVER TO FARNHAMS + CUT OFF
INTAKE FROM BAD WELL. BUT VERY POOR
PRESSURE FROM MINE'S SUPPLY (15 PSI EST.)

3:00 PM - MALCOLM CALLED BACK AND WAS INFORMED
OF POOR PRESSURE.

Harborside,
Maine 04642
28 July 1969

Mr. William Sherman Greene, Jr.
Attorney and Counsellor at Law
Sunset, Maine 04683

Dear Mr. Greene:

In your letter of July 25th you made mention that Mr. Arnold Veague may be representing his relations. I had discussed this with Mr. William Veague on the 22nd since both he and Mr. Barthelman had expressed an interest in having Arnold Veague represent them in this water matter. Later in the day they came to me and stated that in light of rather sensitive feelings in the area to that side of the Veague family and somewhat on their behalf that they had decided not to engage Mr. Arnold Veague and would rather join us under your guidance.

In the interest of keeping you up to date on the situation here; on the 25th the Callahan firm completed the ditch under the town road for the summer water supply to the Veague and Barthelman properties. On the 26th the surface water lines were run to the above mentioned properties.

On the 26th my wife and I were invited out to dinner with Mr. Malcolm and Mr. Snead (and wives). As tactless as it might have been at the time, I had to call to the attention of Jack Malcolm the odd and sometimes very salty taste of the water at our house. ~~Being~~ ^{And I was} unable to understand why we had water at our residences while the line from the mine was disconnected to facilitate the mine employees tying in the Veague and Barthelman water supply. At the time I asked Joe Gray (mine employee) the reason for this and if the salt well was still connected into our present water system. He said it was.

On the 27th Brainard and I checked his pressure tank and found that when the water pressure dropped to 20lbs on the ^{gauge} the pump in the salt well kicked on and drew in the salt water, obviously mixing and contaminating the water being supplied from the mine.

After seeing this I called Jack Malcolm and asked that they make some arrangement to correct this foul up as the Farnhams were having guests for meals at the time, and by the way as I drink a good bit of water had been feeling rather punky for a few days. Joe Gray came over and disconnected the pump in the salt well and this led to insufficient water pressure from the mine's well (about 15lbs.) which in turn gives us a trickle of water when the Farnhams turn on their faucets and the Veagues have ~~ing~~ no water at all on the second floor of their residence.

We are needless to say thankful for the fact that we have a water supply now, and do not wish to appear small in this matter but,, there is a possibly unfounded suspicion that the pump at the Farnhams residence was knowingly left on to cover any deficiency in the Callahan gravity feed system along with the cost of electricity being conveyed to the Farnhams with out their knowledge. The fact that we have verbally agreed to Mr. Snead's fifth point on the understanding to supply us with a temporary water supply that "There would be no liability for the water on a temporary supply basis." and his expression of the need for "proper easements" to dig a ditch on the Farhham property, which was not given prior to the

(cont.)

digging that was carried out on their property. I think it an understatement to call methods to date to return us a good and dependable "temporary water supply" rather slipshod.

You might say that I shudder at the thought of what we will have to contend with for a "permanent water supply".

Jack Malcolm was here this morning and we are on friendly terms and I found it rather easy to tell him that these poorly handled efforts to date do little to inspire confidence on our part in the Callahan Corporation's efforts to be good neighbors. ("good neighbors" is Jack Malcolm's overworked pet phrase.)

I just thought you should have these points at hand in any discussions with Mr. Snead, but at the same time want you to understand that I realize that it is not an easy situation and I am not out to cause problems on these coming "negotiations". On the other hand Callahan ought to get squared away.

Sincerely,

Albert E. Sandecki

P.S.

Mr. Snead said he would be in touch with you shortly. Please feel free to set up a meeting at any time, keeping in mind that Brainard usually returns from work at 3pm. He could however get off at anytime I suppose. A day's notice would be appreciated for Mr. Veague and Mr. Barthelman though.

INFORMED GREENE OF BOOSTER PUMP. 28/July/67.

July 30, 1969

Mr. Albert E. Sandecki,
Harborside, Maine 04642

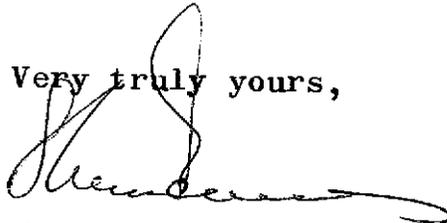
Dear Albert:

Thank you for your two letters of July 28, 1969. I have talked with Mr. Snead and Mr. Fenton and expect that I shall hear from either or both of them soon. At that time we can arrange for a conference with you and the other interested parties to go over the general situation and any proposed letters which Mr. Snead has prepared.

Please keep me informed of any developments.

Mr. Snead said he would speak to Callahan about the street, driveway and lawn, which you ask that I discuss with him.

Very truly yours,



Wm. Sherman Greene, Jr.

WSG:RL

PENOBSCOT UNIT
CALLAHAN MINING CORPORATION

HARBORSIDE, MAINE 04642
TELEPHONE (207) 328-4339

August 1, 1969

Mr. Albert E. Sandecki
50 Tanner St.
Haddonfield, New Jersey

Dear Albert:

We have talked with you about the water problems at your home at Harborside, Maine and have generally discussed possible solutions to these problems. There will undoubtedly be some delay in developing the basic information needed to reach final agreement on these matters. In the interim, we are willing to provide you with water on a temporary basis from the domestic water supply at our mining operation upon the following terms and conditions:

1. Such connecting onto our domestic water supply will be a temporary basis only and will be subject to disconnection at any time that Callahan shall in its sole discretion determine the disconnecting;
2. Callahan, its agents and employees, shall have a license commencing July 19, 1969, to go onto your land for the purpose of installing, maintaining and repairing this temporary connection and any fixtures and equipment relating thereto or to disconnecting and removing the lines and equipment required for such connections. Such license shall cease upon the removing of the lines and equipment from your property as Callahan elects to disconnect this temporary water supply, which removal shall be accomplished by Callahan within 30 days after such disconnections;
3. You shall have the right to use this temporary water supply for the reasonable domestic needs of your family and guests and others who are lodging or take their meals at your home. You shall not supply any other persons with water from this temporary source or permit them to take water therefrom;
4. Callahan shall have the right in its discretion to supply water to other homes and persons through the lines and equipment used to supply your home with water on this temporary basis;

PENOBSCOT UNIT
CALLAHAN MINING CORPORATION

HARBORSIDE, MAINE 04642
TELEPHONE (207) 326-4339

Mr. Albert E. Sandecki
50 Tanner St.
Haddenfield, New Jersey

Page 2

August 1, 1969

5. The supplying of water to you from Callahan's domestic water supply on this temporary basis shall be without liability to Callahan, for the quality ~~of~~ quantity of water supplied to you, your family and guests and others who are lodging or taking their meals at your home and you alone will be responsible to any such persons as concerns this temporary water supply;
6. In supplying water on this temporary basis, Callahan does not admit any liability on its part, ~~has~~ any problems with this supply or damage with respect thereto;
7. This temporary water supply will be provided by Callahan and accepted by you on the above terms but without either party waiving any rights, claims, causes of action or defenses which either may have as against the other.

If the above terms and conditions are acceptable, please sign and return to us the enclosed copy of this letter.

Very truly yours,

Callahan Mining Corporation

By: _____
Manager

Accepted:

Dated:

CONFERENCE WITH

GREEN AUG. 2 12 PM - 2:30

GERIGNE & GREENE - ORAGUE
HUNTER, FARHAM, SANDIECKI

TEMPORARY BASIS. TIME, 1ST PARA.

DOMESTIC WATER SUPPLY FROM CALLAHAN WELL.

1. ADVANCE NOTICE: ~~A 1000~~ ^{MUST SUPPLY WATER.} WITH ALTERNATIVE METHOD 'REGULAR SUPPLY MAINTAINED'

2. TURN OFF TEMP. → HOURS

② " " PERM. BASIS — ??

3. REASONABLE DOMESTIC NEEDS — CLARIFIED

③ RENTED TO CALLAHAN. — (CUSHING PROP.) ~~WESNESQUE.~~

④ INCLD ORAGUE & BARTULMAN.

5. QUALITY (OUT).

TESTS AT OUTLET

SUBJECT TO CONT. TESTS AT AUGUSTA.

"AND YOU ALONE WILL BE RESPONSIBLE TO ANY SUCH PERSONS" OUT
COMP. TEST INCL. LODGING PLACE.
AND ALL MINERAL TESTS.

6. OK.

7. WITHOUT PREJUDICING BASIC CLAIM.

Harborside,
Maine 04642
2 August 1969

General Adjustment Bureau, Inc.
51 Broadway
Bangor, Maine 04401

Mr. Ralph M. Taylor
Adjuster

Dear Mr. Taylor:

Thank you for your letter of June 30th. Both Mr. Farnham and I have been awaiting the reasons for the Continental Insurance Companies action in regard to the water problem that we are facing.

In your letter of the 30th of June you mentioned obtaining the reasons for this action and we wish to say that we are most anxious to study these reasons.

Would you please take the time to tell us anything that you are able to on this matter.

Thank you.

Sincerely,

Albert E. Sandecki

Harborside,
Maine 04642
2 August 1969

Paul E. Foss Company
Hermon, Maine

Dear Mr. Foss:

I wrote you a letter on last July 1st in regard to the value of the deep well pumps that you installed on the property of Mr. Brainard L. Farnham and Mr. William Veague on July 18 1968.

The value of these pumps are tied into an agreement that is being negotiated with the Callahan Mining Corp. and it is necessary for us to have the correct figures on their value immediatly.

I am enclosing a self addressed envelope as I did when I wrote to you on July 1st to facilitate your giving us this information in hopes of avoiding our attorneys having to contact you for the figures.

Thank you.

Sincerely,

Albert E. Sandecki

cc: Wm. S. Greene
Attorney & Counsellor at Law

Harborside,
Maine 04642
4 August 1969

Mr. Wm. Sherman Greene, Jr.
Attorney & Counsellor at Law
Sunset, Maine 04683

Dear Mr. Greene:

Thank you for your time and patience this past Sunday.

I wanted to remind you that we will be on a short trip this coming week, leaving on the 6th and returning to Harborside on the evening of the 7th or morning of the 8th. I sincerely hope that things will now progress smoothly in these negotiations. Please feel free to do whatever you would think to be in our best interests.

If you would like us to reimburse you for what you have done to date, please let us know.

Sincerely,

Albert E. Sandecki

Albert

you - you have
special delivery pkg.
at post office

Mr. Greene phoned

1. - What is the name of organization you have in file of water specialists. ^{you will know}
2. - Mr. Greene has started work on water report - you should tell him what Ueague learned from his friend. NO
3. - He has not heard from Smead - will wait for him to call as he doesn't have enough definite to tell Smead to phone him.
4. - Statute of limitation is 6 years as he thought, ^{COULD BE 3} - Hope you can understand this - Confusion here!!!

Wm. Sherman Greene, Jr.
Attorney and Counsellor at Law
Sunset, Maine
207-348-2881

August 5, 1969

Mr. Albert E. Sandeck,
Harborside, Maine 04642

Dear Albert:

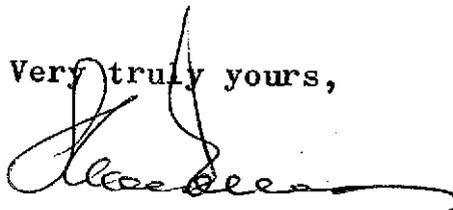
Thank you for your letter of August 4, 1969. I note that you will be out of town for a couple of days this week, and I shall report to you as soon as I hear anything from Mr. Snead or Mr. Fenton.

I received a copy of the proposed Callahan-Farnham agreement, dated August 1st, 1969, from Jack Malcolm in this morning's mail.

I have also talked with a professor at the University of Maine and we are now trying to find someone there who could help with the problem.

I appreciate your suggestion that you reimburse me at this time, but I suggest we wait until my services are completed before any bill is forwarded.

Very truly yours,


Wm. Sherman Greene, Jr.

WSG:RL

TELE CALL.

3:10 PM - 3:30 PM.
10/AUGUST/69

GREENE CALLED 3:10 PM.
SNEAD. NOT HEARD FROM.

FENTON CALLED — P.U.C. CONTACTED — BUT

ELLSWORTH AREA ARTIC
HAD NOT START YET

FRIDAY 8TH. — FENTON — NO NEED FOR JURISDICTION BY
P.U.C. AS LONG AS NO RATES CHARGED
NO NEED TO COMPLY TO STATE REQUIREMENTS (TESTING)
PHILA — NO ONE IN AREA (WATER EXPT)

GREENE CALLED — 10 AM - 10:15

CALLED SNEAD'S OFFICE IN N.Y.C.

SNEAD IN IDAHO AWAY UNTIL SEPT 2.

GREENE LEFT WORD WITH SNEAD'S SECY THAT HE CALLED.

ELLSWORTH ARTICLE — : DON'T WRITE ANYTHING
TO ANY BODY.

NO DESIRE TO ANTAGONIZE

J.M. — PREMATURE ON JACK MALCOLM.

"LITTLE WATER COMPANY"

GREENE CALLED — 13TH 10 AM

GOE IN TOUCH WITH SNEAD ABOUT TEMPORARY AGREEMENT

JULY 14TH NO WATER 10 PM - 1:30 AM

JULY 15 NO WATER 1 AM -

GREENE CALLED BY MARIAN ABOUT WATER

J.M. CAME OVER ABOUT 9-10.

"WERE SORRY" PIPE EXPANSION & CONTRACTION
HEAT + COLD. JOINTS PULLED OUT

BILL HUNTER SUGGESTED 4' DOWN AND CONSTANT
TEMP. AT THAT LEVEL.

GREENE WILL BE OUT. ABOUT 2 PM.

15 AUG 69

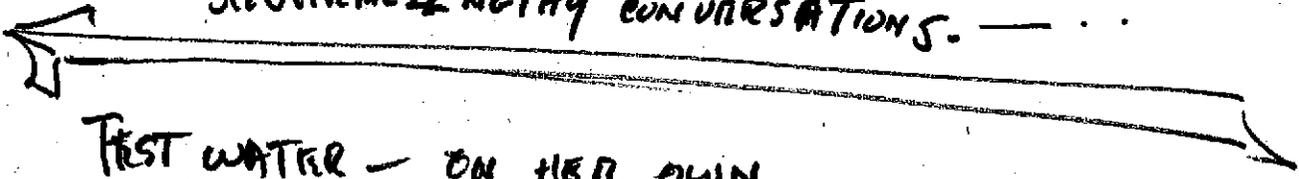
GREEN - 7 PM. CALLED.

BRASS CONNECTING LINKS.

DENIES USE BY MINE OF WELL IN PROCESSING ✓

J.M. ADMITS STUPIDITY IN LEAVING WELL CONNECTED. OLD.

SEVERAL LENGTHY CONVERSATIONS. — . . .



TEST WATER - ON HER OWN

GREENE CALLED. - 20 AUG.

BE OVER THIS WEEKEND WITH REVISIONS TO TEMPORARY AGREEMENT FOR PRESENT WATER SUPPLY.

MARIAN "WATER TEST" - SENT FOR 8/29/69

Wm. Sherman Greene, Jr.
Attorney and Counsellor at Law
Sunset, Maine

207-848-2881

August 22, 1969

Mr. Albert E. Sandecki
Harborside, Maine

Dear Albert:

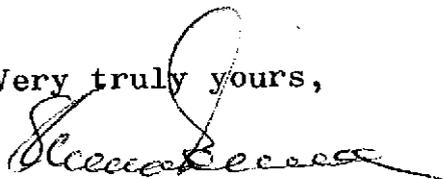
I talked with Mr. and Mrs. Farnham early this week and said that I was re-drafting and clarifying the Callahan letter, which you received.

Although Mrs. Farnham said she had told Mr. Malcolm that she and Mr. Farnham felt that no temporary agreement could be signed at this time, I recommend we all consider my suggestions and also discuss the present water supply arrangement.

At that time we can decide what our position is and what I should write to Mr. Snead.

I suggest that you telephone me when you have a little time and we can arrange for a date to get together.

Very truly yours,


Wm. Sherman Greene, Jr.

WSG:RL

DRAFT

Mr. Charles Snead
Callahan Mining Corporation

Dear Mr. Snead:

We have discussed the letter dated August 1, 1969 from Callahan to Mr. and Mrs. Farnham, and the letter to Albert Sandecki of the same date, in which you have outlined the basis for making a water supply available under a temporary agreement.

May I first state that until a continuous supply of usable and good quality water is presently made available, I cannot recommend to my clients that any agreement be signed. Mr. Malcolm and you have been informed of some of the experiences the neighbors have encountered.

Assuming that the present installation continues to function with general satisfaction as now installed, or with another Callahan well, and referring specifically to your proposed agreement dated August 1, 1969, the following clarifications and additions to the letter are proposed:

1. Notice of such disconnection shall be given by Callahan to the parties in writing, to be received by them not less than twenty (20) days prior thereto.

Moreover, in the event of such disconnection, Callahan agrees to substitute for such supply an adequate and continuous amount, either from another well on the Callahan premises, or some other satisfactory source, but not surface or pond water to be substituted.

2. Any license for Callahan shall not be interpreted as giving Callahan any drilling or investigation or mining rights, with relation to such land. No rock or earth samples may be used or removed by Callahan from the premises.
3. The reasonable domestic needs should be defined to include, but not be limited to, drinking, washing, bathing, toilet facilities, clothes and dish washing, garden water, car washing and such usual and general use. The washing family may be given water by the parties and no other persons, except by Callahan's prior written permission.
4. Any other parties to use the supply should be approved in writing by Callahan and the other individuals interested.
5. Callahan must be responsible for the quality and quantity of water supplied at all times. We cannot accept responsibility for anyone using the water, but must look to Callahan as the supplier.

Mr. Charles Snead

Also, Callahan should obtain and report on monthly complete water testings from Augusta. Any tests should be made at the outlets of the supply in the homes of the users.

6. The temporary water supply and the agreement concerning it are approved, accepted and agreed to by the parties, without prejudice. Neither party waives any rights, claims, causes of action or defenses which either may have as against the other, arising for any reason, to the date of this agreement, from any cause whatsoever.

It is my suggestion that after you have looked over these comments, you arrange to discuss the form of the agreement with me.

Very truly yours,

Wm. Sherman Greene, Jr.

DRAFT. CORRECTIONS & ADDITIONS

1. ST PARA. "TEMPORARY" WATER SUPPLY.

2. ND PARA. "TEMPORARY"

1. (B), BUT NOT SURFACE, POND, ^{CONTAINERIZED} CISTERN OR ~~JUGGED~~ WATER TO BE SUBSTITUTED (ADEQUATE CONTINUOUS WELL WATER - ~~TO BE SUBSTITUTED~~ - CALLAHAN (OR TO DISCONNECTING) GIVE 20 DAYS NOTICE.
2. DRILLING, SURVEY, INVESTIGATIVE OR ^{ANY} MINING RIGHTS (SURFACE)?
3. ~~THE CUSHING FAMILY LEVESQUE~~. EXCEPT WITH PRIOR WRITTEN PERMITS FROM CALLAHAN.
5. ~~CALLAHAN SHOULD OBTAIN AT THEIR EXPENSE~~ "MONTHLY COMPLETE AND COPIES OF ALSO, CALLAHAN - OBTAIN & SUPPLY A DUPLICATE AUGUSTA - WITH COPIES OF BOTH "FRONT & BACK" OF THE ^{MONTHLY} WATER TEST. ~~MADE AVAILABLE~~ SENT TO THE FARNHAMS AND MR. SANDRECKI.

DOCTORED REPORTS IN PAST WITH OFFICIAL COPIES FROM AUGUSTA -

ABOUT # 5 ~~TO~~ WOULD YOU NOT THINK IT BETTER TO ASK SNEAD TO JUST DROP THIS POINT - OR DO YOU THINK IT BEST TO PUT CALLAHAN ON NOTICE THAT THIS IS THEIR PROBLEM SOLELY.

SHOULD NOT THE NAMES OF THOSE WHO ARE NOW BEING SERVED ON THIS "TEMPORARY BASIS" BE INCLUDED. (IE) LEVESQUE

YES

BARTHOLMAN
• LEAGUE.

?? OR PROPERTIES BEING SERVED.

NO H2O TO BE MADE AVAILABLE IN CONTAINERS AS SUBSTITUTE SOURCE WITHOUT WRITTEN CONSENT OF PARTIES.

BARTHELMAN

OTHER RESIDENCES WATER AVAILABILITY
INCLUDE IN AGREEMENTS FROM NOW ON.

Wm. Sherman Greene, Jr.
Attorney and Counsellor at Law
Sunset, Maine

207-348-2881

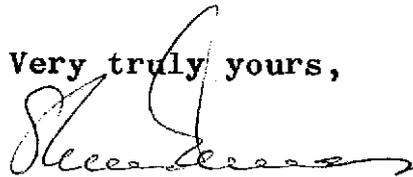
August 27, 1969

Mr. Albert Sandecki,
Harborside, Maine

Dear Albert:

Please look the enclosed letter over with Mr.
and Mrs. Farnham. Thereafter let me know
if you have any comments.

Very truly yours,



Wm. Sherman Greene, Jr.

WSG:RL

August 27, 1969

Charles Snead, Esq.,
c/o J.T. Hall,
Hayden Lake, Idaho

Dear Mr. Snead:

We have discussed the letter dated August 1, 1969 from Callahan to Mr. and Mrs. Farnham, and the letter to Albert Sandecki of the same date, in which you have outlined the basis for making a temporary water supply available.

May I first state that until a continuous temporary supply of usable and good quality well water is presently made available, I cannot recommend to my clients that any agreement be signed. Mr. Malcolm and you have been informed of some of the experiences the neighbors have encountered. It now appears that the water is being supplied without interruption and I hope it continues.

Assuming that the present installation continues to function with general satisfaction as now installed, or with another Callahan well, and referring specifically to your proposed agreement dated August 1, 1969, the following clarifications and additions to the letter are proposed:

1. Notice of such disconnection shall be given by Callahan to the parties in writing, to be received by them not less than twenty (20) days prior thereto.

Moreover, in the event of such disconnection, Callahan agrees to substitute for such supply an adequate and continuous amount of good well water or some other source satisfactory to the parties, but not surface, pond or cistern water.

I feel that no water should be made available in containers as a source, unless the parties agree in writing before being supplied by this method.

2. Any license for Callahan shall not be interpreted as giving Callahan any drilling, survey, investigation or mining rights, with relation to such land. No rock or earth samples may be used or removed by Callahan from the premises.
3. The reasonable domestic needs should be defined to include, but not be limited to, drinking, washing, bathing, toilet facilities, clothes and dish washing, garden water, car

Charles Snead, Esq.

August 27, 1969

washing and such usual and general use.

The parties agree not to supply any other persons with water from the temporary source, but I suggest that they may do so if given prior written permission by Callahan.

4. Any other parties to use the temporary supply installation should be approved in writing by Callahan and the other individuals interested.
5. Callahan must be responsible for the quality and quantity of water supplied at all times. We cannot accept responsibility for anyone using the water, but must look to Callahan as the supplier.

Also, Callahan should obtain from Augusta a report of monthly complete water testings. Any tests should be made at the outlets of the supply at the Farnham's residence. The Augusta report should consist of the complete water test, front and back, and a copy of the full report should be sent to each party being supplied by Callahan.

6. Callahan does not admit any liability, in supplying water on this temporary basis. The temporary water supply and the agreement concerning it are approved, accepted and agreed to by the parties, without prejudice.
7. Neither party waives any rights, claims, causes of action or defenses which either may have as against the other, arising for any reason, to the date of this agreement, from any cause whatsoever.

This temporary water supply is provided by Callahan and accepted by the parties on the terms above set forth.

I request that Mr. Barthelman and Mr. Veague also be parties to any temporary water supply agreement.

It is my suggestion that after you have looked over these comments, you arrange to discuss the form of the agreement with me.

I anticipate that you will have further suggestions, and I am sure we can work out adequate language after I hear from you.

As I told you when we conferred on the telephone earlier this month, the permanent water supply proposals, to continue the temporary supply, discussed at our conference on July 18th, 1969, must be very carefully worked out before agreement can be reached and

Charles Snead, Esq.

August 27, 1969

I hope you will be able to discuss them with me either in Maine or New York after answers to some of the points involved have been obtained.

Very truly yours,

Wm. Sherman Greene, Jr.

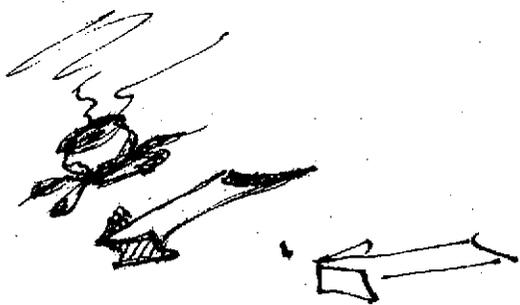
WSG:RL

cc: 277 Park Avenue,
New York, N Y 10017

GREENE - ON AUG 27th LETTER TO SNEAD.

- 1. - ONLY QUESTION IS WORDING OF #6 "CALLAHAN DOES NOT ADMIT LIABILITY IN " DROP OF AND JUST HAVE SECOND SENTENCE. (LET SNEAD INITIATE THAT STATEMENT.)
OK. ✓
- 2. - WOULD IT BE HELPFUL TO EXPEDITE THIS AGREEMENT FOR "A TEMPORARY WATER SUPPLY" BY SENDING A DUPLICATE COPY TO SNEAD'S OFFICE IN N.Y.C. - I BELIEVE HE SAID HE WOULD BE IN IDAHO UNTIL THE 3RD OF SEPTEMBER - JUST AN IDEA TO AVOID DELAY IN MAILS.

9:10 AM CALLED
9:25 AM



Harborside,
Maine 04642
2 Sept. 1969

State of Maine
Department of Health & Welfare
Augusta, Maine 04330

Dear Sirs:

Will you please send me a complete report of this water test, both "FRONT & BACK".

I would like to have the sample tested specifically for the minerals; lead, zinc and copper along with the chlorides.

Please send this information if the report is satisfactory or unsatisfactory.

Thank you.

Sincerely,

Mrs. Marian A. Farnham

*TYPED FOR MARIAN FARNHAM
FOR 1ST WATER TEST
SINCE INSTALLATION OF THE
"TEMPORARY" WATER SUPPLY.
2/SEPT/69.*

Harborside,
Maine 04642
2 Sept. 1969

Mr. William Sherman Greene Jr.
Attorney & Counsellor at Law
Sunset, Maine 04683

Dear Mr. Greene:

I received a telephone call today from Mr. Ralph M. Taylor, adjuster for the Continental Insurance Company of America. He called in answer to some previous letters I had written to him in regard to the refusal of the firm he represents to settle the water problem.

He had little to say of interest and stated that he was asked by Mr. Charles S. Farwell (claims manager for the Continental Ins. Co. in Portland, Me.) to close his file on the whole matter. Mr. Taylor mentioned that the Callahan Corporation has converted their past insurance coverage with the Continental Ins. Co. to a "rather large sum of deductible coverage" (to quote Mr. Taylor's words)..

This means little to me but I thought you might be interested. Mr. Taylor went on to say ~~that~~, "the reason the Callahan Corporation did this was to not be bothered in the future with claims of 2 or 3 thousand dollars." He also made note of the fact that our claim as well as the Veague's and Barthelman's along with that of the Leach's have not been settled-- Kip Leach is the First Selectman of Brooksville lost a well last fall and I understand that the Callahan Corp. drilled him a new one without delay. The Callahan employees had been doing some diamond drill survey on his property at the time of his well going out.

Today we found out that we must leave Maine on the 10th of September. I hope to return by mid October to paint seems I did not get very much done this summer. I have typed my telephone number at the end of this letter as it is an unlisted number. Everybody here seems to understand that this whole matter will take time and careful study. I only hope that there can be an equitable agreement worked out so that the Farnhams will have a winterized water supply this winter.

You might be interested to know that Mr. Carl Rogers a few neighbors and myself have a meeting set for tomorrow in regard to the "closed" meeting that was held last month between the Callahan firm and the Town of Brooksville.

Sincerely,

Haddonfield, N.J. Tel. No.

609 429 1310

Albert E. Sandeck

P.S.

I forgot to mention that I asked Mr. Taylor if he had any idea of the value of the two submersable pumps that Callahan had installed in the wells they drilled for us last year. He said that the value was between 400 and 500 dollars each.

This is in reference to Mr. Sneed's original proposal on page 3, third paragraph down contained in his letter of June 27th 1969.

Albert

LASTLY MARIAN FARNHAM SENT OFF THE HEALTH & WELFARE -
WATER TEST TODAY.

WATER TEST: 289-2727
LAB.

CHADLER,

4 10 - 2 WKS