

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

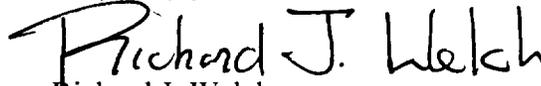
Dear Ms. Fennelly:

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



*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

By *[Signature]* #9 157321

4/9/07

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  
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. Dupit

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 26<sup>th</sup> day of February, 1996.

Mary Jane Burgess  
Notary Public

My Commission expires: July 18, 1997

CENTERDALE ASSOCIATES

Witness  
Attest: Janice A. Dupit

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 26<sup>th</sup> 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: [Signature]

By: [Signature]  
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 27th day of February, 1996.

[Signature]  
Notary Public

My Commission expires: 12/13/96

Attest: [Signature]

WFC REALTY CO., INC.

By: [Signature]

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 March, 1996.

[Signature]  
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: [Signature]

By Caryl J. Mills

DONE, SIGNED, SWORN TO AND ACKNOWLEDGED by  
Caryl 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.

Marian Rafferty  
Notary Public

My Commission expires: My Commission Expires August 9, 2002

000040

**CENTERDALE MANOR ASSOCIATES**

**SCHEDULE OF PARTNERS**

<b><u>General Partners</u></b>	<b><u>Interest</u></b>	<b><u>Previous Capital Contribution(1)</u></b>	<b><u>Subsequent Capital Contribution (2)</u></b>
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
<b><u>Special Limited Partner</u></b>			
WFC Realty Co., inc. One International Place Boston, MA 02110	0.01%	\$10	0
<b><u>Limited Partner</u></b>			
Smith Street Limited Partnership c/o Winthrop Financial Co., Inc. One International Place Boston, Massachusetts 02110	97.00%	\$105,000	\$845,000
<b><u>Substitute Limited Partner</u></b>			
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:

- 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