

~~CONFIDENTIAL NOT FOR PUBLIC FILING
PENDING COURT REVIEW~~

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA, :

Plaintiff, :

v. : 96 Cr. 466 (JSR)

SUBURBAN CARTING CORP., :

C.C. BOYCE AND SONS, INC., :

MAMARONECK TRUCK REPAIR, :

TROT TOWN TRANSFER, INC., :

CHESTNUT EQUIPMENT LEASING, and :

RECYCLING INDUSTRIES CORP., ET :

AL., :

Defendant.

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MONITOR'S INVESTIGATIVE REPORT
CONCERNING METRO ENVIRO TRANSFER LLC,
AN ALLIED WASTE INDUSTRIES COMPANY

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I. Introduction and Summary of Findings

The investigation leading to this report¹ stemmed from my inquiry into fraudulent practices perpetrated upon various monitored entities purchased by Allied Waste Industries, Inc. (“Allied”) by On-Sight Trucking, Incorporated (“On-Sight”) and its owner, Damon Roberts.² In the course of the On-Sight/RIC investigation, I received a substantial amount of information from Joseph Dall Vechia, a former employee of Metro Enviro Transfer, LLC (“Metro Enviro” or “Metro”) and its predecessor (pre-Allied) entity, Metro Enviro, LLC. I note that Mr. Dall Vechia, who testified as a cooperating witness at Mr. Roberts’ trial in the Northern District, pled guilty in that case to conspiracy to interfere with commerce by threats and violence (Exhibit 11 at 15-17)³ and has a prior misdemeanor conviction for falsifying a certificate of occupancy (id. at 10). Mr. Dall Vechia’s background also includes: an expulsion from college because of his involvement in his fraternity’s scheme to steal exams, a forced resignation as a part-time police officer in Ulster County on account of lying about his use of an official car to go to the hospital after sustaining an injury, lying on job applications about having a college and masters

¹ I submitted a draft version of this report on December 23, 2002.

² These practices were described at length in my April 29, 2002 report to the Court entitled “Monitor’s Report Concerning Activities Related to Recycling Industries Corporation During 1998 and 1999 (Prior to its Acquisition by Allied Waste Industries, Inc.) (“RIC Report”). As noted in the RIC Report, Damon Roberts was convicted of unrelated criminal charges in the Northern District of New York in February of 2002 (RIC Report at 1).

³ Unless otherwise indicated, the exhibits referred to in this report were submitted with the draft report in December of 2002. I will produce duplicate exhibits upon the Court’s request.

degree (*id.* at 145, 151-52, 157-61), lying on income tax returns (*id.* at 232-33), and falsifying DWI reports while a police officer. Nevertheless, information provided by Mr. Dall Vechia during my On-Sight/RIC investigation proved to be accurate and reliable. It is my belief that the information he provided about Metro Enviro also was accurate and reliable. This belief is based on my assessment of all of the evidence I obtained, much of which corroborated what Mr. Dall Vechia told me.

Over the course of approximately one year, Joseph Dall Vechia provided me with information about the operations of the Metro Enviro transfer station both before and after Allied's acquisition of it. To test and to flesh out the information Mr. Dall Vechia provided, I conducted ten days of depositions of a total of five witnesses (in addition to Mr. Dall Vechia), between February of 2000 and June of 2001. The deponents were: Anthony Prestamo, then Allied's District Manager for the monitored companies; Peter Lindemulder, then Allied's roving Regional Vice-President; Mark Mahoney, Allied's Assistant Regional Controller from the time Allied acquired Metro Enviro through the late summer of 2000; Charles Marino, who was assigned from another Allied facility to learn Metro's operations in mid-April 2000, and John Dall Vechia, Joseph Dall Vechia's brother and Metro Enviro's scale master. (A binder of the transcripts of the five depositions has been submitted as Exhibit 1; Joseph Dall Vechia's deposition transcript was submitted separately, as Exhibit 5.) I also interviewed Paul Apollonio, the principal of Metro Enviro LLC, whom Allied retained as an employee for several weeks, and

examined relevant Allied documents. I conducted additional depositions and interviews with respect to issues such as Allied's failure to maintain required documents and Metro Enviro's acceptance of unauthorized waste in early 2002.

The following is a summary of my findings:

1) On at least thirty-nine occasions during the year 2000 Metro Enviro misreported its daily tonnage (either under- or over-reporting) to the Village of Croton-On-Hudson ("the Village"). These misrepresentations were made in order to conceal the fact that the facility had exceeded its daily 850-ton limit on at least 20 days. Similarly, Metro misreported its weekly tonnage to the New York State Department of Environmental Conservation ("DEC") on five occasions in 2000. This misreporting was done in order to conceal the fact that the facility had exceeded the weekly 4,200-ton limit imposed by its DEC permit.⁴

2) In violation of the of the Stipulated Monitor Agreement ("Monitorship Order") and the Corporate Compliance Plan, Allied failed to alert me to certain information it had obtained prior to and shortly after its acquisition of Metro Enviro. This information

⁴ In early 2002 after Allied, pursuant to my prompting, self-reported its tonnage misrepresentations to DEC, Allied and DEC entered into an administrative Order on Consent by which Allied agreed to pay a civil penalty of \$10,000 on account of the misreporting as well as Metro's failure to retain on its premises DEC-required documents – documents by which DEC could ascertain for itself the actual tonnage figures. A further penalty of \$15,000 was imposed but suspended contingent on the facility's compliance with the Order on Consent (Exhibit 12).

I note also that despite this action by DEC, Metro received a renewed DEC permit in February of this year and the tonnage restriction was expanded to allow receipt of 1,000 tons per day.

concerned unreported income, cash payrolls and the former owners' associations with organized crime. The evidence also demonstrates that the failure to record income and the use of off-the-books cash payments for wages continued for at least some time after Allied's acquisition of the transfer station. Allied has argued vigorously that it was not obligated to conform to requirements of the Monitorship Order and Corporate Compliance Plan until the end of April, at which time Allied agreed to submit Metro Enviro to the monitorship. I strongly disagree; I believe that I was handicapped in performing my obligations to the Court by Allied's failure to alert me, after the monitorship began on April 24, to: (a) unlawful conduct which had been ingrained in the culture of Metro Enviro – so much so that it continued after Allied's acquisition of the facility, and (b) the former owners' connections with organized crime.⁵

3) Allied failed to adhere to DEC requirements that it maintain certain records and documents pertaining to the transfer station's operations. In addition to the missing ticket reports required for the creation of accurate tonnage records to present to the Village and DEC, discussed in detail below in Section II, also missing were tracking documents sought by a DEC Division of Law Enforcement Investigator who attempted to inquire

⁵ I submit that Allied's other argument in purported justification of its failure to disclose this information to me – that requiring Allied to inform me about these practices would put its employees and their families in danger from organized crime figures – is frivolous. The disclosure to me would have come from a national corporation, not individuals, and the precise source of the information need not have been disclosed publicly. Indeed, once finally armed with adequate information to undertake an inquiry, I often obtained candid information from individual Allied employees.

into illegal dumping of material leaving Metro prior to Allied's acquisition of the transfer station.⁶

(4) In 2001 and early 2002, Metro Enviro accepted industrial waste, contrary to the terms of its permits, on forty-two occasions. (This subject was discussed briefly in my Fifteenth Monitor's Report [at 30-31] and is also discussed below in Section VI.)

II. Misreporting Tonnages to the Village of Croton-On-Hudson and DEC

Metro Enviro is a construction and demolition ("C & D") transfer station operating under two permits: one from DEC and one a "Special Use Permit" from the Village of Croton-On-Hudson. As noted above, the former limited Metro Enviro to accepting no more than 4200 tons per week and the latter limited the daily tonnage to 850 on Mondays through Fridays (and 300 on Saturdays).⁷

The Village's Special Use Permit contained a provision that Metro Enviro would be entitled to increase its daily tonnage to 1,000 tons on the permit's second anniversary unless the Village's Board of Trustees determined that such an increase would have a detrimental impact on the community or that the permit's reporting requirements had not

⁶ As discussed below, in Section V, the DEC inquiry concerned the removal of debris from the transfer station by Paul Apollonio of Metro Enviro LLC while that company was engaged in the clean-up of the facility on behalf of the then-owners.

⁷ As stated in n.4 above, DEC has since issued Metro a new permit with an expanded capacity. The Village's attempt to refuse renewal of Metro's permit was rebuffed by a State Supreme Court Justice who found reasonable grounds for denying the permit to be lacking in view of the fact that the permit violations had been cured and that they had no adverse environmental effects. Short Form Order dated February 19, 2003 in Metro Enviro Transfer LLC v. The Village of Croton-on-Hudson et ano., attached as Exhibit 13, at 3-4.

been complied with. In March of 2000, when Allied acquired Metro Enviro, the Special Use Permit's second anniversary date was approaching. According to Mr. Dall Vechia and Mark Mahoney, it was fully anticipated that the Village Board would allow the daily tonnage rate increase. (Joseph Dall Vechia Deposition, Exhibit 5 at 86-87; Mark Mahoney Deposition, Exhibit 1, Volume 2 at 286-87.) In fact, because Metro management believed that the increase automatically took effect on May 5, 2000 under the terms of the permit, on two days following the permit's May 5 anniversary date Metro Enviro accepted tonnage in excess of 850 tons per day.⁸

However, in a letter dated May 12, 2000 (Exhibit 1000 to Joseph Dall Vechia Deposition [Exhibit 5]), the Village's Board of Trustees informed Metro Enviro that it was disallowing the tonnage increase. The basis given for the Board's decision was that a review of Metro's previous three Quarterly Reports to the Village disclosed that Metro had exceeded the daily 850-ton rate on five dates in 1999 and 2000, including March 22, 2000, subsequent to Allied's March 1, 2000 acquisition of the facility.⁹

The testimony of Mark Mahoney, Allied's Assistant Regional Controller, made it clear that Allied had assumed, based on its due diligence of the Metro Enviro transaction, that the facility's daily tonnage limit would be increased to 1000 on May 5. (Mahoney

⁸ I do not believe that management's belief was an unreasonable construction of the Special Permit.

⁹ These Quarterly Reports had been prepared, signed and submitted to the Village by Joseph Dall Vechia.

Deposition, Exhibit 1, Volume 2 at 286-87.) In anticipation of the increase in permitted daily tonnage, Mr. Dall Vechia, as Metro's site manager, had solicited new customers. Additionally, concerned about the adverse impact on business that could result from his having to turn trucks away once the daily tonnage limit had been reached, Mr. Dall Vechia had promised existing customers increased capacity. (Joseph Dall Vechia Deposition, Exhibit 5 at 87.)

As stated above, Metro accurately reported to the Village the five instances of tonnage exceedances that occurred in 1999 and early 2000. As far as I have been able to discern, the deceptive recording of daily tonnage, described in detail below, did not begin until after the Village advised Metro that its permit would not be increased by 150 tons per day, as had been anticipated.

A. How Metro Enviro Used its Computer Software to Create Reports Which Would Conceal Tonnage Exceedances from the Village and DEC

During the years 1998 through 2000 Metro Enviro used computer software called WASTEWORCS for: inputting vehicle weights, tracking materials, computing weight tickets, generating bills and creating reports. The WASTEWORCS system provided for "batching" the data that had been entered into the system since the last time the data were batched. Whenever the "batch" function was performed, all data that had been entered since the last time the system "batched" were formatted into various ticket reports, each of which presented one or more aspects of the inputted data. The categories of data which were presented included tonnage by customer and type of material, and a detailed

list of all inbound and outbound loads identified by time, ticket number, and customer.

WASTEWORXKS recommends that the batch function be performed at the close of business each day in order to generate an accurate picture of each day's tonnage. And, of course, accurate daily tonnage reports were required to be submitted in the Quarterly Reports to the Village and the Annual Reports to DEC.

Mr. Dall Vechia was aware that if the batch function were performed prior to the close of business, all additional entries made that day would be reflected in the next day's batch of Ticket Reports. Therefore, on days when the transfer station had reached its 850-ton limit before closing time, Mr. Dall Vechia performed or caused the batching function to be performed early so that any additional waste accepted that day would be reflected in the following day's "batch" of data, thus concealing the fact that Metro had exceeded the daily tonnage limit contained in the Village's Special Use Permit. Conversely, on days when the tonnage received was significantly below the 850-ton limit, Mr. Dall Vechia delayed performing the batching function until several hours into the following business day, so as to accommodate a possible exceedance on that day.¹⁰

(Joseph Dall Vechia Deposition, Volume 5 at 126-27.)

There were two features of the Ticket Reports that could have led an outside examiner to detect the misleading batching, but Mr. Dall Vechia believed – correctly, as it turned out – that these features were not obvious enough to cause detection by Village or

¹⁰ Allied no longer uses WASTEWORXKS and has advised me that it has installed a program designed to prevent manipulation of computer records.

DEC examiners. The first was the fact that one category of ticket reports – the All Tickets in Daily File Report – provided the date for each individual weight ticket. Mr. Dall Vechia addressed the risk of exposure this presented by placing the All Tickets in Daily File Reports on the bottom of the other ticket reports, successfully gambling that only the top ticket reports – the summary reports, which gave the total tonnage for each day – would be examined (Dall Vechia Deposition, Exhibit 5, at 90, 93, 94). The other feature that might have led to detection was the fact that the date, and perhaps more significantly the time, of each batching was noted in the header of each of the ticket reports. Mr. Dall Vechia relied on the assumption – again, correctly – that no outside examiner would scrutinize the ticket reports closely enough to take note of when the batching had been performed. (Id. at 92-95, 120-21.)

During the period May 23, 2000 through August 21, 2000, the batch function was performed either early in the day or several hours into the following business day thirty-nine times in order to conceal the fact that Metro had exceeded its permitted tonnage limit on twenty days.¹¹ Consequently, the Quarterly Reports which Metro Enviro submitted to the Village contained inaccurate daily tonnages for forty-five dates.¹²

Although Mr. Dall Vechia conceded that he had authored the idea of manipulating

¹¹ A chart reflecting my comparison of reported tonnages and actual tonnages has been submitted as Exhibit 2.

¹² The tonnage for the day before and the day after a series of batched days (most of the batches were in a series of consecutive days) were affected and therefore also inaccurate.

the WASTEWORXS system to conceal excess tonnage, he testified that the decision to implement his idea was made jointly with Charles Marino and was at least acceded to by their superiors at Allied. Mr. Dall Vechia testified that as Mr. Marino became more familiar with the procedure for early batching, on some days he would, independently, make the decision to perform the batch command early if the tonnage was expected to exceed the permitted limit. In any event, as the discussion below demonstrates, there is compelling evidence that the Allied supervisors to whom Messrs. Dall Vechia and Marino reported had knowledge of the improper batching. Yet it was only through Mr. Dall Vechia that I learned of this practice.

Mark Mahoney denied any knowledge of tonnage data manipulation at Metro Enviro. (Mahoney Deposition, Exhibit 1, Volume 1 at 277, 278.) He testified that he recalled a conversation he had with Joseph Dall Vechia in approximately May, 2000 in which Mr. Dall Vechia asked him what he thought Metro's management should do if, on a given day, the tonnage commitments that Metro had made to its customers exceeded the permitted daily volume. According to Mr. Mahoney, he responded that the permitted daily tonnage limit was never to be exceeded under any circumstance. (*Id.* at 273-74.) Mr. Mahoney further testified that he had made a point of having a separate conversation on this same topic with Charles Marino. (*Id.* at 276.)

Contrary to Mr. Mahoney's testimony, Charles Marino testified that he had no recollection of any conversation with Mr. Mahoney on the subject of excess tonnage at

the Metro Enviro transfer station (Marino Deposition, Exhibit 1, Volume 3 at 564-66). He also testified that, while he was not sure that Mark Mahoney knew about the improper batching, he believed that Mr. Mahoney would have learned about it during his routine examination of the WASTEWORKS tickets. (Id. at 540-42.) Additionally, he testified that he believed that Mr. Mahoney removed from Metro's premises a binder with the ticket reports for the period March through July of 2000 (during which much of the improper batching occurred). (Id. at 574-75.)

Joseph Dall Vechia's testimony was also at odds with Mr. Mahoney's. He testified that Mr. Mahoney's accounting audits led him to detect that ticket reports had been batched early. According to Mr. Dall Vechia, Mr. Mahoney, whose duties included examining the ticket reports, noticed that on occasion the aggregated weights of the individual weight tickets exceeded the weight shown in the ticket reports for that day. (Joseph Dall Vechia Deposition, Exhibit 5, at 96-97.) This testimony was supported by that of John Dall Vechia, Metro's scale master, who testified that he had overheard a discussion between his brother and Mark Mahoney, in which Mr. Mahoney said that he knew why Metro staff was engaging in early batching. (John Dall Vechia Deposition, Exhibit 1, Volume 4 at 39-40, 45.)¹³ Joseph Dall Vechia said that not only did he and Mr. Mahoney discuss the practice and the reason for it, but that shortly before Mr.

¹³ John Dall Vechia testified that Mr. Mahoney had discussed the improper batching with Joseph Dall Vechia during the time that Allied was conducting its pre-acquisition due diligence. (John Dall Vechia deposition, Exhibit 1, Volume 4 at 43.)

Mahoney left Allied's employ in the late summer of 2000, he advised Mr. Dall Vechia to discontinue the practice because the potential for discovery placed him, personally, at risk. (Joseph Dall Vechia Deposition, Exhibit 5, at 96-97.)

Both Joseph and John Dall Vechia testified that Peter Lindemulder, Allied's roving Regional Vice President, was also aware of the deceptive batching. Joseph Dall Vechia testified that shortly after he had begun to batch early (or, when called for, on the following day) in response to customer volume, Mr. Lindemulder inquired as to how the tonnage was coming in and Mr. Dall Vechia informed him of the practice he was employing to conceal from examiners that the facility was accepting excess tonnage. (Id. at 88-90, 93, 129-132.) According to Joseph Dall Vechia, he, his brother and Mr. Marino showed Mr. Lindemulder the stored ticket reports, including those reports for dates on which the batch function had been performed early, and demonstrated how the reports had been organized so as to avoid detection by outside examiners. (Id. at 90-91.) Scale master John Dall Vechia, whose office was in the same small building as his brother's, testified that he overheard his brother, in March of 2000, describing the deceptive batching procedure to Peter Lindemulder. (John Dall Vechia Deposition, Exhibit 1, Volume 4 at 22-24, 26-27.)

Joseph Dall Vechia testified that Mr. Lindemulder appeared satisfied that the benefits of continuing the practice (i.e., increased volume and customer satisfaction) outweighed the likelihood of detection by the Village or DEC. (Joseph Dall Vechia

Deposition, Exhibit 5 at 93-94, 129-32). According to Mr. Dall Vechia, Mr. Lindemulder tried to distance himself from the practice by saying that he did not condone it. (Id. at 89.) That statement notwithstanding, Mr. Lindemulder's instruction to Mr. Dall Vechia was that deceptive batching should not be used in aid of any "funny business," by which deliveries to the transfer station would not be recorded and customers not billed. (Id. at 89-90, 130, 132.) As Mr. Dall Vechia put it, "[Mr. Lindemulder's] main concern was that nobody was dumping for free." (Id. at 89.)

Peter Lindemulder's testimony contrasted sharply with Mr. Dall Vechia's. He testified that as soon as he became aware of the practice, he instructed Mr. Dall Vechia to discontinue it. I note that Mr. Lindemulder's testimony as to when the practice was utilized and then halted is internally inconsistent. Although at one point he testified that deceptive batching occurred at least once after Allied's acquisition of the transfer station (Lindemulder Deposition, Exhibit 1, Volume 1 at 71-72) at another point he testified that Joseph Dall Vechia said, when confronted, "No, we have not done it, but we've done it in the past," which Mr. Lindemulder interpreted to mean that it might not have occurred after 1999. (Id. at 76.) At yet another point, Mr. Lindemulder testified that he learned that deceptive batching was taking place in the summer or fall of 2000, when he questioned Charles Marino, whom he had placed at Metro in order to be a source of information about the facility's operations. (Id. at 71-75.) This would have been long

after the practice began in May of that year.¹⁴

Charles Marino contradicted this latter statement by Mr. Lindemulder, but supported it in other respects. He denied ever having a conversation with Mr. Lindemulder about improper batching and, indeed, said that he had had only one conversation with Mr. Lindemulder, in which Mr. Lindemulder asked him “if I could run the job.” (Marino Deposition, Exhibit 1, Volume 3 at 548) And, contrary to Mr. Lindemulder’s testimony that he used to “grill” Mr. Marino about what was going on at Metro, Mr. Marino testified that “if Pete Lindemulder came down to Metro Enviro, he came to talk to Joe Dall Vechia, because Joe Dall Vechia was the guy running the place. So he didn’t come down to talk to me” (*Id.* at 46). However, Mr. Marino supported Mr. Lindemulder’s assertion that he had instructed Joseph Dall Vechia not to engage in improper batching. Mr. Marino’s testimony was that he was present when Mr. Lindemulder instructed Mr. Dall Vechia not to accept tonnage above the permitted amount. (*Id.* at 559 - 560, 562-63.)¹⁵

As for Anthony Prestamo, Allied’s then-General Manager of the monitored companies, Mr. Dall Vechia testified that he, too, was aware that Metro’s

¹⁴ Subsequent to Mr. Lindemulder’s deposition, Allied’s counsel advised me that, pursuant to my request, Mr. Lindemulder had checked his records and ascertained that his conversation with Mr. Marino in which he purportedly learned of the improper batching took place in March of 2000. I note, however, that an examination of Charles Marino’s diary shows that Mr. Marino was not assigned to work at Metro Enviro until mid-April, 2000.

¹⁵ Mr. Marino was still employed by Allied at the time he testified. His employment has since been terminated.

WASTEWORX tickets system was being manipulated to conceal the fact that the tonnage restrictions in the Village and DEC permits were being violated. Mr. Dall Vechia explained that he had been with Charles Marino on one or more occasions during which Mr. Marino was on the telephone with Mr. Prestamo, discussing the fact that early batching had to be done to conceal excess tonnage. (Joseph Dall Vechia Deposition, Exhibit 5 at 98-99.) However, when Anthony Prestamo testified, he said that he had not learned until "fairly recently" that the permitted tonnage limit at Metro Enviro had been exceeded during the summer of 2000.¹⁶ (Prestamo Deposition, Exhibit 1, Volume 1 at 297, 304.)

Charles Marino's original deposition testimony contained little detail about his own participation in the practice of deceptive batching. (Marino Deposition, Exhibit 1, Volume 3, at 12-23.) However, shortly after he first testified, Mr. Marino asked to be permitted to correct and supplement the record. When I examined him again, he testified that on some of the days that the batch function was performed early, Joseph Dall Vechia had not been present at the facility. Mr. Marino explained that on such occasions, John Dall Vechia (Joseph Dall Vechia's brother) apprised him that he would have to batch

¹⁶ Mr. Prestamo expressed the view that Charles Marino had no knowledge of the excess tonnage at the time the manipulative batching occurred because if he had, he would have told him (Prestamo Deposition, Exhibit 1, Volume 1 at 304-05). Indeed, there was at least a kernel of truth in this testimony because, as stated above, Mr. Dall Vechia testified that he had heard Mr. Marino discussing the manipulative batching on the telephone with Mr. Prestamo. Mr. Marino's own testimony was that he did not recall whether or not he had discussed early batching in telephone conversations with Mr. Prestamo. (Marino Deposition, Exhibit 1, Volume 3, at 570.)

early because trucks had already been admitted to the facility even though the tonnage limit had been reached. (Id. at 599-603.) This testimony is supported by documentary evidence demonstrating that improper batching occurred on days when Joseph Dall Vechia was absent. An examination of Allied's attendance records for Joseph Dall Vechia (Exhibit 6) shows that the tonnage was manipulated on two days when Mr. Dall Vechia was on vacation (see Exhibit 2, last two pages).

Although initially Mr. Marino was vague about whether his superiors at Allied knew about the deceptive batching (Marino Deposition, Exhibit 1, Volume 3 at 123), in his subsequent, supplemental testimony he testified that he believed that his superiors at Allied were aware of the practice. (Id. at 540-42, 546-47.) As discussed above, Mr. Marino was privy to discussions in which Mr. Lindemulder evidenced his awareness of the practice. Also, as noted above, Mr. Marino believed that Mr. Mahoney's review of the WASTEWORKS tickets led him to learn of the practice and he believed that Mr. Mahoney had removed a binder containing the ticket reports for March through July of 2000.

Pursuant to the information I received from Joseph Dall Vechia and the other deponents, I urged Allied to check its tonnage figures for Metro during the time period in question. Allied did so and, after analyzing the ticket reports, concluded that tonnages had been misreported to the Village and DEC. Allied's analysis led the company to

conclude that tonnage limits had been exceeded on twenty days¹⁷ and that such exceedances had not been reported. These findings were delivered in a formal presentation to the Village Board in June, 2001.

My view of the testimony and other evidence is that it clearly establishes that Allied management was aware, at or near the inception of the practice in May of 2000, that Metro Enviro staff were accepting tonnage in excess of the permitted amount and manipulating computer entries to disguise the exceedances. I believe that Peter Lindemulder was aware of the practice and acceded to it. I also believe that Mark Mahoney was aware of it and, indeed, may have removed a binder of ticket reports from the premises, contrary to DEC regulations, in order to assist Metro's staff in avoiding detection. The evidence that Anthony Prestamo knew of the unlawful practice is not as compelling but there is reason to believe that he, too, knew about and acceded to the practice. Although Allied has sought to undermine the strength of the evidence by underscoring Joseph Dall Vechia's unsavory past, I believe that other witnesses' testimony – their contradictions as well as their admissions – supports Mr. Dall Vechia's version of what occurred.¹⁸ Time and again Mr. Dall Vechia provided detailed

¹⁷ Twenty days of exceedances is consistent with my finding that there had been inaccurate reporting on thirty-nine days.

¹⁸ Allied also points out Mr. Dall Vechia's deposition testimony was not subjected to cross-examination (Allied counsel was available to ask questions during the other witnesses' depositions). While this is certainly true, the monitorship chief investigator and I, after repeated unsworn and sworn interviews of Mr. Dall Vechia, found him credible. Additionally, as noted above, documentary evidence supports much of what he told me, as did some of the other

information which subsequent investigation proved accurate, while the testimony of most Allied employees was often characterized by generalities and failures of recollection.

III. Unreported Cash Receipts; Off-the-books, Cash Payments to Employees and Other Workers

Upon acquiring the Metro Enviro transfer station on March 2, 2000, Allied retained all of the predecessor entity's employees, including the former owner, Paul Apollonio.¹⁹ For approximately six weeks, Mr. Apollonio remained at the transfer station to assist in the operation of the new Allied-owned company.

During the period that Mr. Apollonio owned and operated the Metro transfer station, he employed certain business practices which, while perhaps not uncommon, were unlawful. I believe that these practices were continued for at least three or four weeks after Allied's acquisition of the transfer station. These practices included:

- (1) Failing to report as income the monies derived from the sale of scrap metal extracted from the C & D loads delivered to the transfer station. This practice appears to have been continued for one month after Allied assumed control of Metro Enviro.
- (2) Using the cash from the sale of scrap metals to pay hourly employees' overtime and to pay a portion of salaried employees' wages off the books. This practice

deposition testimony.

¹⁹ Mr. Apollonio was, on paper, the 95% owner of Metro Enviro LLC and his daughter was listed as the other 5% owner. As the discussion in Section IV demonstrates, James Hickey was the de facto two-thirds owner of Metro Enviro LLC.

appears also to have occurred for one month after Allied's acquisition.

(3) Making off-the-books, cash payments to railroad company employees hired to repair the railroad cars used to remove C & D from the transfer station. This practice occurred for at least one week after Allied assumed control of the facility.

I questioned Allied employees Peter Lindemulder, Anthony Prestamo and Mark Mahoney about these practices when I deposed them.

Anthony Prestamo testified that he visited the Metro Enviro transfer station shortly after Allied assumed ownership and spoke with Paul Apollonio. Mr. Prestamo testified that Mr. Apollonio told him that Metro Enviro employees were paid "off the books" in cash for the hours that they worked on Saturdays (Prestamo Deposition, Exhibit 1, Volume 1 at 93-94.) Although he initially testified that the payment of cash stopped immediately (*id.*), his testimony on a subsequent date was:

That is what I would have liked to have happened. I did say that. I believed it did happen. I didn't go back and check to tell you the truth. I don't know for sure. I know what I told them to do. Paul Apollonio, from what Allied told me, was the guy who was going to run the facility, and I told him what I needed to have done and how it had to be done, and I assumed he did the job. But I'm not one hundred percent sure it happened now. (*Id.* at 269.)

Peter Lindemulder testified that Paul Apollonio was retained by Allied to work at Metro Enviro during the transitional period following the acquisition. According to Mr. Lindemulder, the one task that Mr. Apollonio performed during the approximately two months that he worked for Allied was to handle the payroll. (Lindemulder Deposition,

Exhibit 1, Volume 1 at 91-92.) Mr. Lindemulder testified that within a week of Allied's acquisition of the transfer station, he learned from Joseph Dall Vechia that Metro employees were paid for their overtime in cash derived from the sale of the scrap metals taken from the C & D loads and from the occasional cash payments received from customers who dumped C & D at the transfer station. (Id. at 93.) Mr. Lindemulder testified that he instructed Mr. Apollonio that all cash payments to employees and cash receipts should cease immediately. (Id. at 95, 99-100, 116). He did not follow up to see that this was done; he viewed this matter as within Mark Mahoney's bailiwick. (Id. at 116-17.) Mark Mahoney testified that supervising Paul Apollonio's administration of payroll was not his job. (Mahoney Deposition, Exhibit 1, Volume 2 at 247-48.) Joseph Dall Vechia confirmed that, in fact, the related practices of accepting cash for scrap metal and using it to pay overtime bled into March, 2000, after Allied had purchased and assumed control of the transfer station. (Joseph Dall Vechia Deposition, Exhibit 5 at 103.)

As for what Allied knew or should have known prior to the acquisition, Mark Mahoney, the sole Allied representative charged with financial due diligence, testified that after making a due diligence review of Metro Enviro's payroll records, he reported to his superiors that he believed Metro Enviro's payroll to be understated by \$50,000 to \$100,000. This was accounted for, in part, by the need to provide for a salary to the site manager.²⁰ Mr. Mahoney testified that in addition to the absence of a salary for the site

²⁰ Mr. Mahoney's due diligence review of the payroll disclosed no wages to Paul Apollonio.

manager (which he assumed would be between \$50,000 and \$75,000) he noted the absence of overtime wages. (Mahoney Deposition, Exhibit 1, Volume 2 at 97) but that he did not question Mr. Apollonio about this because he did not think the subject relevant for due diligence purposes. (Id. at 98.) While he initially testified that he had “no reason to believe that there were overtime expenses” (id. at 97), he conceded that at Allied, most hourly employees work some overtime (id. at 109). He further conceded that the absence of any overtime payments on the books of Metro Enviro LLC should have led its accountant to inquire about this item and would have led an Internal Revenue Service auditor to investigate it. (Id. at 119-20.)

Mr. Mahoney testified that for an estimated three or four weeks subsequent to Allied’s acquisition of Metro, all of the employees at Metro were paid by Metro Enviro LLC (which was then reimbursed by Allied) and that this was administered by Paul Apollonio. (Id. at 247-48; see also Lindemulder Deposition, Exhibit 1, Volume 1 at 115.) Mr. Mahoney testified that, to the best of his recollection, while performing his due diligence, he learned that Metro was paying two railroad employees for repairs which they made to the leased railroad cars. (Mahoney Deposition, Exhibit 1, Volume 2 at 128-29.) Mr. Mahoney did not know how, or if, the two railroad employees had been paid during that period immediately after Allied’s acquisition of Metro Enviro on March 1, 2000. (Id. at 251-52.) In fact, despite the fact that they are not listed on the payroll records for March, there are worksheets for these workers, showing that they were paid

for worked performed at Metro during the first week of March (Exhibit 8).

Mr. Mahoney testified that in reviewing Metro's bank deposits subsequent to the acquisition, he discovered that Metro was being paid by check on a weekly basis for metal that it had taken to a scrap yard. Although he began in April of 2000 to book metal payments as revenue, no metal payments were booked for the month of March. (Id. at 212-18.)

Although Messrs. Lindemulder and Mahoney both testified that they had discussed Metro Enviro's unreported cash receipts and off-the-books employee payments with their superiors at Allied (Lindemulder Deposition, Exhibit 1, Volume 1 at 98; Mahoney Deposition, Exhibit 1, Volume 2 at 128-29), no one at Allied deemed it necessary to apprise me of these obvious violations of the law. Their reasoning was that the practices had occurred prior to Allied's acquisition and purportedly were discontinued by Allied before the monitorship of Metro Enviro began.²¹

I disagree with this point of view – which has been repeatedly articulated by Allied upper management and counsel – primarily because I believe that tolerance of Paul Apollonio's continued unlawful practices during March, 2000 fed into the perpetuation at Metro of a "culture" in which unlawful conduct was condoned. Just as Allied's bottom-line-only due diligence led to the perpetuation of the unlawful behavior during March of 2000, the tolerance of the post-acquisition unlawful behavior (about which Allied

²¹ Exhibit 7 is a copy of the April 24, 2000 letter from Allied's counsel, agreeing to my monitorship of all Allied-owned companies operating in Westchester County.

management should have known even if, giving them the benefit of the doubt, they did not actually know, set the stage for the fraudulent manipulation of the tonnage inputting discussed at length above in Section II.

Had I been alerted to the unlawful conduct which had taken place at Metro a mere few weeks prior to my monitorship, I would have been in far better position to exercise the necessary heightened vigilance and, very likely, to prevent the tonnage manipulation that took place during May through August of 2000, shortly after my monitorship of Metro began. Furthermore, I think that if Allied management had provided me with this essential information, their own act of self-reporting (and their consequent awareness that I would be subjecting the facility to heightened scrutiny) would have had the salutary effect of enhancing their own efforts to ensure lawful behavior at Metro.

IV. Allied's Failure to Apprise Me of the Backgrounds of the Principals of Metro Enviro's Former Owners

Allied's failure to provide me with information relevant to my ability to garner and accurately report to the Court information about legal and ethical violations was not confined to the unlawful practices described above. I believe that I was also hampered in the performance of my duties by Allied's failure to provide me, in a timely fashion, with information about the background of Paul Apollonio and his close business relationship with James Hickey, whose connection to James Ida, a convicted mobster, has been discussed in several of my prior reports to the Court. (E.g., Monitor's Twelfth Report at 19, Monitor's Thirteenth Report at 29.) It was not until October, 2001, after I had been

alerted through other sources to the possible organized crime ties of James Hickey (co-owner with Mr. Apollonio of Greentree Realty, LLC, the entity that owns the real estate on which Metro Enviro is situated), that Allied provided me, at my request, with investigative reports concerning Mr. Apollonio and Mr. Hickey which had been researched and written by a private investigative firm as part of Allied's due diligence of Metro.

The investigative report concerning Metro Enviro and Greentree Realty disclosed that:

James Hickey has been linked to the Genovese crime family. He was a trusted partner of Genovese soldier Tobia DeMicco, Sr. for many years before the latter's death and is or was married to DeMicco's daughter. Hickey has also been linked to Jimmy Ida, the former Genovese crime family consigliere now in prison. In a recent decision, a judge found that Hickey had acted as the "front" for Ida in the purchase of a \$900,000 home in Westchester. According to FBI affidavits, Hickey also lent his name and credibility to an oil business owned by Jimmy Ida, to wit, Interstate Petroleum Products, Inc.

February 14, 2000 Report of Thomas D. Thacher II for Thacher Associates, attached (without its attachments) as Exhibit 14 ("Thacher Report") at 3.

The Thacher report also disclosed that, while not documented as an owner of Metro Enviro, James Hickey had loaned to Metro Enviro LLC and/or Paul Apollonio more than \$2 million. (*Id.* at 3, n.4.)

When I questioned Paul Apollonio on this subject, I learned that James Hickey's financial role in the operations of Metro Enviro LLC was far more extensive than had been disclosed even in the Thacher Report. Mr. Apollonio advised me that James Hickey

had put up all of the money for Metro Enviro LLC (and Greentree Realty). Mr. Apollonio said that according to his agreement with Mr. Hickey, all of Metro Enviro LLC's profits were split between them, with two-thirds going to Mr. Hickey and one-third going to him.

Had I been given this information about James Hickey's financial involvement in Metro in April of 2000, at the beginning of my monitorship, I would have been far more watchful than I was over Metro's operations. I would have had good reason to be skeptical of a management which included, for some time, Paul Apollonio and which, as was subsequently demonstrated all too vividly, was steeped in a culture in which unlawful behavior was standard operating procedure. Had I been notified early on of these compliance concerns and told on a timely basis of risky behaviors and financial oversight weaknesses, my examination of Metro's records would most likely have been more vigorous, which in turn would have increased my chances of uncovering the deceptive batching and putting a stop to it sooner. I also would have focussed more intently on the management of both Metro and Valley Carting (the subject of my next investigative report)²², which was in the hands of James Hickey's brother, Matthias Hickey, for some time after the acquisition. Other management changes, for which Allied now takes

²² This assumes that the Court has authorized me to continue my work on my investigative reports. (See Order dated December 12, 2002.) Notwithstanding the Court's December 12 Order, Allied, as set forth in my cover letter with this report, has taken the position that all aspects of the monitorship are concluded and that it will not pay for any work performed by me or my staff on these investigative reports after April 30, 2003.

credit, may well have happened far sooner, had I been timely apprised of these compliance concerns.

In sum, I conclude that my ability to oversee and to attempt ensuring good compliance with federal, state and local law was undermined by Allied's unwillingness to share relevant information on a timely basis.

V. Missing Records

During and after my investigation involving On-Sight Trucking, I made numerous requests of Allied for all records pertaining to the operations of Metro Enviro, including those records required by DEC. Although Allied assured me that it has given me all the records in its possession pertaining to both Metro Enviro Transfer LLC and Metro Enviro LLC, there are several categories of records, required by DEC regulation to be maintained at the site, that are either incomplete or missing entirely.²³

²³ 6 NYCRR Part 360-16.4(i)(2) provides that a C & D processing facility owner or operator must "maintain daily records for facility monitoring. This monitoring information must include a daily log specifying the date; signature of the individual recording the information; the quantity, description and origin of C&D debris received at the facility; the quantity and destination of recyclables sent from the facility by major category; the quantity and destination of material used as an alternative daily cover material; and the quantity and destination of C&D debris sent from the facility for disposal. These records must account for all materials handled at the facility."

6 NYCRR Part 360-16-4(l)(1) provides, in pertinent part, that: "All materials leaving a C&D debris processing facility shall be accompanied by a tracking document. . . . The tracking document shall indicate which C&D debris processing facility generated the material transported, who the hauler is and the intended destination of the material. . . . The owner or operator of the facility receiving the material must then sign the tracking document and return it to the generating facility within two weeks. The owner or operator of the generating facility shall maintain these tracking documents at its facility for inspection and must account for all material leaving the facility".

In addition to the missing WASTEWORCS All Tickets in Daily File Reports, mentioned above in section II, also missing are any records which would demonstrate whether unauthorized waste previously stockpiled at the facility had been disposed of in accordance with the requirements of a 1996 administrative Order on Consent between DEC and previous owners of the facility (Exhibit 9). Paul Apollonio was hired by the then-owners of the facility, two entities named Industrial Recycling Systems and Harmon and Rail, to clean up the site. Mr. Apollonio, who retained On-Sight Trucking²⁴ to haul the unpermitted waste, recalled that he had retained a stack of tracking documents, required by DEC to be maintained at the site of the generator of the waste for seven years, attached to the On-Sight invoices.²⁵ Mr. Apollonio advised me that these documents were among the records contained in approximately six or seven storage boxes that had been located in the rear office of the Metro Enviro transfer station. He confirmed that these boxes of records had been on the premises in the rear office of the transfer station scale house in mid-April, 2000 and said that he removed the boxes on or about the date that he

6 NYCCR Part 360-1.14(i)(3) requires that such documentation be kept "for a period of no less than seven years from the date they are made or are required to be made, whichever is later."

²⁴ As noted in n.2 above and discussed at length in my RIC Report, On-Sight Trucking is owned by Damon Roberts, who in 2000 was convicted in an unrelated case in the Northern District of New York.

²⁵ This clean-up of the site that would become the Metro Enviro transfer station took place in late 1996 and early 1997 and thus the records should have been maintained at the site until 2003-2004.

terminated his employment with Allied, a date I believe to be some time at the end of April, 2000. He took the boxes of documents to James Hickey's office in Ossining. As the result of a subsequent falling out with Mr. Hickey, he lost access to the documents. My letter to Mr. Hickey seeking the documents was met with a letter from his attorney stating that he did not have them. Mr. Hickey died in January of 2002.

I might have had an opportunity to obtain these documents if the counter-parties to the DEC Order on Consent, Industrial Recycling Systems, Inc. and Harmon Recycle and Rail, Inc., had complied with the Order's requirement that they provide "relevant confirming documents" to DEC along with periodic certifications of compliance. (Order on Consent, Exhibit 9, p. 14.). However, despite the fact that certification as to compliance was made, the tracking documents were not provided to DEC.²⁶

These clean-up tracking documents have never been produced to DEC or to me. Allied counsel has assured me that it conducted a diligent but unsuccessful search for them. It may be true that, of late, such a search was made, but it is clear that Allied did nothing to safeguard these documents upon assuming ownership of the transfer station. (Nor did Allied review or seek to review them when it conducted its pre-acquisition due diligence.)

I believe that these records would have been of assistance to DEC while it was

²⁶ The respondents' environmental consultant, Mark Millspaugh, who continues in this role for Allied, conceded in an interview with me that he certified the facility's compliance with the Order on Consent despite the fact that he never reviewed the disposal records.

attempting an inquiry into the clean-up of Metro Enviro, which was suspected to have been accomplished by illegal dumping of waste. I have learned from the DEC Division of Law Enforcement Investigator who handled this matter that this investigation never got off the ground and that certainly one impediment was the absence of tracking documents.

VI. Acceptance of Unpermitted Industrial Waste

The subject of Metro Enviro's acceptance of industrial waste is discussed briefly in my Fifteenth Report (at 30). Contrary to the terms of its Village and DEC permits, Metro Enviro accepted industrial waste in the form of film clippings on at least forty-two occasions in 2001 and 2002. (Village Board's Statement of Findings Regarding Renewal of the Special Use Permit for Metro-Enviro Transfer LLC – Croton-on-Hudson Waste Transfer Station ["Statement of Findings"], a copy of which is attached as Exhibit 15, at 5.) Ultimately, the acceptance of unpermitted waste, along with other improper conduct, resulted in a \$50,000 fine levied by the Village.

In hearings conducted by the Village, Allied was less than forthright in explaining how these violations occurred. In addressing the Village Board in September of 2002, counsel for the company placed the entire blame for the decision to accept the unpermitted waste on Matthias Hickey, by then no longer employed by Allied. Counsel told the Village Board that Mr. Marino, who had line responsibility for screening the material accepted at Metro, "had been insisting from the moment he first learned that there was plastic coming into his facility, that it stop." (Transcript of September 9, 2002

Village Board of Trustees Meeting, attached as Exhibit 16, at 19; see also Statement of Findings, Exhibit 15 at 5.) However, when I deposed Mr. Marino, he testified that he did not insist on halting the acceptance of this material until it began to damage Metro's equipment. Until that point, he accepted Matthias Hickey's direction that the film clippings be received at Metro, assuming that Mr. Hickey, his superior, knew more than he did about what was required. (August 16, 2002 Marino Deposition, attached as Exhibit 17, at 539-49)

I believe that the acceptance of the film clippings is another illustration of Allied's concern for the bottom line at the expense of regulatory compliance. Certainly, it continued after Matthias Hickey had stopped working at the facility. (Statement of Findings at 12.) And counsel's disingenuous statement that Charles Marino fought, from the outset, to prevent Metro's acceptance of the industrial waste is disappointing and disturbing.²⁷

The subject of Allied's treatment of the film clippings will be discussed in greater detail in my upcoming report on Valley Carting, the Allied Company primarily responsible for environmental violations related to this material.

VII. Monitorship Order and Corporate Compliance Plan Provisions

In not reporting unlawful conduct which occurred immediately preceding and post-dating its acquisition of Metro Enviro, Allied violated several requirements of the

²⁷ The attorney involved was not with ReBoul MacMurray or Dechert LLP.

Monitorship Order²⁸ and the Corporate Compliance Plan.

A. The Monitorship Order

1. Paragraph 9 contains language authorizing me to impose controls over the operations of the monitored companies and “to obtain such documents or other information ...” as I deem “necessary or appropriate to ensure that the ... [companies] operate their businesses legitimately” and that the companies’ employees “do not violate any legal requirement or obligation.” From the beginning of my relationship with Allied upon its acquisition of the Suburban companies, I held regular meetings with the managers and with counsel in which I repeatedly directed the companies to immediately report to me any incidents of unlawful or unethical conduct by any of their employees. It is noteworthy that Peter Lindemulder, who was present at the monitorship meetings, failed to advise me, directly or indirectly, of wrongdoing of which he admittedly was aware: i.e., that at least for some time after Allied’s acquisition of the transfer station cash was being used to pay employees off the books and was accepted from customers and not booked. And, while Mr. Lindemulder denied his acquiescence in the acceptance of excess tonnage and manipulation of computer entries to disguise it, I believe that the evidence demonstrates that, at the very least, he was aware of it.

2. Paragraph 9 (vii) (c) permits me to establish procedures I deem necessary for assuring that all revenue is accurately recorded. Again, my direction that I be told

²⁸ Allied agreed to be bound by the Monitorship Order when it signed the Supplemental Stipulated Monitor Agreement and Order, subsequently signed by the Court on January 31, 2000.

immediately of any suspected unlawful conduct was such a procedure and it was violated when I was not told about cash transactions that had occurred just weeks before I assumed monitorship of this company.

3. Paragraph 9 (iv) entitles me to inspect and review the companies' business records. I was, however, unable to inspect and review the several boxes of documents, including important DEC tracking documents, that Paul Apollonio was permitted to remove from Metro Enviro's office.

4. Similarly, Paragraph 11 prohibits the companies from destroying business records without my approval, except in the ordinary course of business. I submit that the removal of cartons by Paul Apollonio, making them inaccessible, is for all intents and purposes tantamount to their destruction. While I can predict that Allied will argue that Paul Apollonio removed these records without management's permission, I am confident that no member of management gave Mr. Apollonio any instruction about complying with legal and ethical requirements.²⁹

B. The Corporate Compliance Plan

Although Allied had not yet adopted its own Corporate Compliance Plan at the

²⁹ Indeed, the lack of focus on legal requirements was so extreme that, as Charles Marino testified, when he was brought to Metro to help oversee its operations (on April 12, 2000), he was not even told that the daily cap was 850 tons. He did not learn of the cap amount until he heard about the Village's refusal to extend the daily tonnage limit in mid-May. (Marino Deposition, Exhibit 1, Volume 3 at 105.)

time it acquired Metro Enviro, there was a Corporate Compliance Plan at Suburban,³⁰ and I believe that Allied should have complied with its provisions at all of the monitored entities. As the Suburban Compliance Plan says in its Code of Conduct and Business Ethics' ("the Code") Statement of Purpose, the Code's standards "underscore the basic principles which should guide all Company and employee activities: good judgment, personal honesty and sound business ethics." I think that it ill-behoves any company, let alone a national, publicly-held company, to argue that such basic precepts need not apply until the Code is formally adopted. I also think that my investigation and this resulting report demonstrate that judgment, honesty and ethics were in short supply in the period following Allied's acquisition of Metro Enviro.

Surely, the Code's General Policies, including "the highest standards of integrity" were not adhered to. Nor was the first Specific Standard of Conduct: "Compliance with Applicable Laws and Regulations." I will not burden the Court with an item-by-item discussion of how Allied failed to live up to the Suburban Compliance Plan at Metro. I will note those that implicate the monitorship directly:

1. Under the section entitled "Accurate Completion of Company Documents and Records," the Code says that "Any Company employee who becomes aware of any wrongful practice must immediately report the matter to the Corporate

³⁰ The Suburban Corporate Compliance Plan has been submitted to the Court previously, as an exhibit to the Monitor's Fourth (Suburban) Report. We will supply another copy at the Court's request.

Compliance Officer and the Monitor.”

2. Under Section III of the Plan, entitled “Corporate Policy on Implementation and Administration of the Compliance Program,” the Corporate Compliance Officer is required to report all violations of the Plan to the monitor “promptly.” (III., A. 2. (c).)

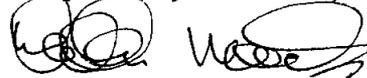
Clearly, these provisions were not adhered to. Important information about unlawful conduct immediately pre- and post-dating Allied’s acquisition of the Metro Enviro transfer station were not reported to me. I learned about this conduct several months later in the context of my investigation of events at RIC. Were it not for Damon Roberts’ unlawful activity, I might never have obtained the information I needed from Joseph Dall Vecchia, which in turn led to the investigation culminating in this report.

Conclusion

I believe that, beginning with its due diligence of the Metro Enviro acquisition and continuing through at least early 2002, Allied management’s bottom-line orientation got in the way of legal, regulatory and ethical concerns and that there were a series of violations of the law and of the Corporate Compliance Plan and the Monitorship Order.

Dated: New York, New York
May 15, 2003

Respectfully submitted,



Walter Mack, Monitor.