

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT**

In Re: : Chapter 11
Cascella & Son Construction, Inc. : Case No.: 14-50518 (AHWS)
Debtor : July 28, 2016

THIRD AMENDED DISCLOSURE STATEMENT

INTRODUCTION:

Cascella & Son Construction, Inc. ("Cascella") as debtor-in-possession, transmits this Disclosure Statement ("Disclosure Statement"), as approved by the United States Bankruptcy Court for the District of Connecticut pursuant to § 1125(b) of the United States Bankruptcy Code (11 U.S.A. 101 et seq., hereinafter "Bankruptcy Code") to all known holders of Claims and Interests that will be impaired by the Debtor's Plan of Reorganization.

This Disclosure Statement is intended to provide adequate information to enable such holders of impaired Claims and Interests to make an informed judgment in exercising their right to vote for acceptance or rejection of the Plan ("Plan"). A copy of the Plan is annexed hereto. All terms contained in the Disclosure Statement shall have the meanings ascribed to them in the Plan unless otherwise noted. In case of any discrepancy between any term or description contained herein and the Plan, the terms and descriptions set forth in the Plan shall govern. All exhibits annexed to this disclosure statement are incorporated by reference into the Plan.

No representations concerning the Debtor, particularly as to their future business operations or the value of their property are authorized other than as set forth in this

Disclosure Statement. Any representations or inducements made to secure the acceptance of any creditor or other person claiming an interest in this matter which are other than as contained in this Disclosure Statement would not be relied upon by any such person in arriving at this decision.

A. CONFIRMATION HEARING

The Bankruptcy Court will schedule a Confirmation hearing on Confirmation of the Plan at the United States Bankruptcy Court for the District of Connecticut at Bridgeport located at 915 Lafayette Boulevard, Bridgeport, CT. The Confirmation Hearing may be adjourned from time to time without further notice except for the announcement of such adjournment by the Bankruptcy Court at the Confirmation Hearing.

B. OBJECTIONS TO CONFIRMATION

Any objections to Confirmation of the Plan must be in writing and filed and served in accordance with applicable Federal Law or an Order of the Bankruptcy Court.

C. WHO MAY VOTE:

All Creditors who are in impaired classes (classes whose rights changed as a result of a Confirmed Plan of Reorganization) and who have filed proofs of claim, except in those instances where the schedules reflect that the claim is disputed, unliquidated, or contingent. Further all Creditors who are listed on the schedules are eligible to receive a payment pursuant to the Plan whether or not a proof of claim is filed except in those instances where the schedules reflect that the claim is disputed, unliquidated, or contingent. If no proof of claim is filed, the amount of the claim will be

presumed to be that amount which the Debtor has scheduled. A Creditor whose Claim is not listed on the Debtor's schedules or whose Claim is listed as disputed, contingent, unliquidated as to amount, and who desires to participate in the case must have its vote on the Plan counted, or to share in any distribution must have filed a proof of claim on or before **August 4, 2014** which the Court fixed as the last date for filing a proof of claim unless the Court has granted an extension.

As a Creditor your vote is important. The Plan can be confirmed by the Court if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in each impaired Class of claims voting on the Plan. In the event that the requisite acceptances are not obtained for all impaired classes, the Court may nevertheless confirm the Plan if one impaired Class approves the Plan and the Court makes certain findings including that the Plan accords fair and equitable treatment of the Class or Classes rejecting it.

D. VOTING INSTRUCTIONS:

The Ballot enclosed herewith is to be used for voting on the Plan. All holders of Claims in Classes that are impaired under the Plan are entitled to vote. As a holder of an unimpaired claim, your vote on the Plan is important.

Completed Ballots are to be returned in the enclosed stamped, self-addressed envelope to:

**James M. Nugent
Harlow, Adams & Friedman P.C.
One New Haven Avenue, Suite 100
Milford, CT 06460**

BALLOTS MUST BE RECEIVED ON OR BEFORE 5:00 P.M. ON the date specified in the Order approving the Disclosure Statement. Any Ballots received after that time will not be counted. Any Ballot which is executed by the holder of an Allowed Claim but which does not indicate an acceptance or rejection of the Plan shall be deemed to be an acceptance of the Plan.

E. HISTORY OF OPERATIONS

The Debtor is engaged in the business of quarry operation. The Debtor has had annual revenues of \$1,600,000 to \$1,900,000.00 in prior years but due to litigation precipitated by action taken by the town of Monroe, its revenue has dropped to approx. \$70,000 to \$130,000.00. The Debtor operated at certain property in Monroe, CT where the property owner had obtained permits for the blasting and excavating operation.

The Debtor filed its case on April 7, 2014 and remains in possession and control of its assets and operations.

The Debtor owns and operates a construction business which, at this time, which has shrunk to a much smaller operation that it once was. During its full operations, the Debtor's business generated revenues of approximately \$2,000,000.00 per year. The causes, which are explained in more detail infra, are due to years of bitter litigation and a fight for survival after being nearly put out of business by a local municipality.

The Debtor operates its business at 125 Garder Road, Monroe, CT. That property is owned by a company called Handsome, Inc., which is also owned by the same individual, Todd Cascella. Handsome, Inc. held excavation and rock blasting permits issued by the Town of Monroe and it hired the Debtor to perform the

excavation, contracting and delivery work there.

Previously, Handsome, Inc. created a plan to develop other property it owned in Monroe, CT, which including an affordable housing plan pursuant to state statutes. The affordable housing statutes mandate that a percentage of the housing units constructed include "affordable units" which price is determined by a statutory formula. The law was adopted to promote the creation of affordable housing units for low to middle income families in Connecticut where, it is well known, that expensive housing is the norm.

The Town of Monroe took umbrage with the property owner's proposal for affordable housing. It reacted swiftly to squelch the proposal. After an appeal and a court order to approve the permits, the town exacted revenge by revoking and/or refusing to renew the property owner's excavation and blasting permits which nearly shut down the Debtor's entire business operation.

The Town of Monroe's egregious actions were not disguised. Handsome, Inc. and other related parties, filed a lawsuit in the U.S. District Court for Connecticut alleging a violation of civil rights pursuant to §1983; an unconstitutional taking of property and other related causes of action. During discovery proceedings, a trove of emails were disclosed which revealed a blatant, explicit scheme to put Handsome, Inc. and Cascella & Son Construction, Inc. out of business. The emails were exchanged by and between numerous members of the Town of Monroe's Planning & Zoning Commission and other town agencies.

Handsome Inc.'s lawsuit against the Town of Monroe and various individual officials remains pending. It is captioned as Handsome, Inc. et al v. Town of Monroe et

al, Case No.3:11-cv-01288-RNC. The pleadings are closed, discovery is fully or nearly complete and the case awaits the assignment of a firm trial date. Handsome also filed a second lawsuit against the Town and other town officials for similar relief. It is styled as Handsome, Inc., et al. v Town of Monroe, et al., Case No. 3:14-cv-00622-RNC.

In retaliation, the Town refused to reissue the permits necessary for the operation which caused a huge reduction in the debtor's revenues. This in turn caused the Debtor to default on its obligations in that the issuance of the blasting permits is essential to it's operations.

One of the debtor's lenders obtained a judgment against it and proceeded to execute a property execution as against the debtor's assets. The debtor then filed this case to protect the assets and to seek a reorganization.

F. POST-PETITION EVENTS:

The commencement of the Chapter 11 proceeding allowed the Debtor time to reassess its financial situation without the threat of imminent litigation. The Debtor has entered in to successive cash collateral orders with its secured creditors designed to permit its ongoing operations. They have entered consensually.

The Debtor also obtained an independent appraisal of its assets which is annexed as **Exhibit A**. Based on this valuation, the First lienholder on its assets, TD Bank, is undersecured and all other creditors in the case are completely unsecured.

Handsome Inc. has committed to capitalize the Debtor with \$200,000.00 from their recovery in these lawsuits to fund the Debtor's operations and thereby return it to a level of business it previously enjoyed. Its declaration is annexed as **Exhibit B**. The

additional relief sought in the lawsuits is the re-issuance of the necessary excavation permits needed for full operations. This will provide the necessary capital for the Debtor's reorganization plan.

This recovery represents the best opportunity for creditors to recover a reasonable return and their claims given the limited asset values in this estate. The Debtor retained Petrowsky Auctioneers, Inc. to perform an appraisal of the Debtor's assets. The final conclusion of value is \$362,200.00 in a forced liquidation and \$439,200.00 in an orderly liquidation. The first lienholder is TD Bank, successor to Hudson United Bank, which is owed \$1,270,000.00 as of the petition date. The second lienholder is new Alliance Bank which is owed \$616,612.00. Subsequent lienholders are all totally unsecured. This includes the IRS which is third in line with a claim of \$95,000.00 based on a disputed audit.

Therefore, a liquidation by this company benefits no one. That fact is certainly the reason why none of the secured creditors have taken any steps to force a liquidation of the Debtor in possession.

At this time, the Debtor has no full time employees. Mr. Cascella performs such services as are needed and occasionally subcontracts labor if and when needed. Consequently, no additional taxes are being incurred and no administrative debt is accruing except for counsel fees. The status quo is being maintained.

The IRS does not benefit by forcing a liquidation of the Debtor, nor does any other creditor; hence conversion or dismissal is not in the best interest of creditors. To the contrary, the best possibility of recovery is from the continuation of the Debtor's operation in conjunction with an assignment of proceeds from Handsome, Inc.'s lawsuit

recovery. If the Debtor is liquidated, Handsome Inc. will not have any reason or incentive to loan a portion of its recovery in its litigation to this reorganization effort and will not do so. Obviously, in that eventuality, there would not be a business left to capitalize. In that event, all creditors lose and no benefit is achieved by a liquidation.

G. FINANCIAL INFORMATION:

The following data is provided to creditors in order to assess the Plan of reorganization. Neither this data nor any documents included with it have been audited or independently verified.

1. Liquidation Analysis.

a) The Debtor's assets have been appraised for \$362,200.00 in a forced liquidation and \$439,200.00 in an orderly liquidation, a copy of which is attached as

Exhibit A.

b) Liabilities:

1. secured debt-[TD Bank claim only]	\$1,270,000.00
2. priority unsecured debt	\$ 10,000.00
3. administrative priority debt	\$ 35,000.00
Total	\$1,315,000.00

c) Net Liquidation value: \$ - 0 -

d) General unsecured debt [inc. former lienholders] \$2,330,335.00

2. Valuation of Assets.

The Debtor's equipment and inventory values are based on the independent appraisal attached as **Exhibit A**. This valuation is consistent with a much earlier

appraisal obtained by First Niagra Bank.

3. Feasibility of Debtor's Plan:

(a) Plan feasibility is dependant on a successful result in the lawsuit filed by the Debtor's affiliate which has sued the Town of Monroe. A recent scheduling order is annexed as **Exhibit C** as entered by the Hon. Robert N. Chatigny.

The affiliate will capitalize the Debtor with \$350,000.00 in order to provide sufficient funding for full time operations to resume. The Debtor expects to use the funds as follows: machinery and equipment repair, maintenance and upgrades; marketing; project bidding expenses; inventory build up; increased labor expense; and taxes.

At that point, the Debtor expects to be able to return to operational levels it enjoyed in the past which in turn will generate sufficient income to repay a significant dividend to creditors. In this regard the Debtor projects the following revenue:

- In the first 12 months after capitalization - Gross revenue - \$700,000.00
- In the next 12 months - Gross revenue - \$900,000.00
- In the next 12 months - Gross revenue - \$1,100,000.00
- in the next 12 months - Gross revenue - \$1,300,000.00
- In the next 12 months - Gross revenue - \$1,600,000.00

(b) Non-availability of creditor distributions. Distributions to creditors are dependant on a successful result and recovery in the affiliate's lawsuit. See Exhibit C.

If the litigation fails, or if it is only minimally successful, there will not be any distribution. In that event, this Chapter 11 case will also fail and the Debtor's case will

be dismissed or converted to a Chapter 7 liquidation. Given the liquidation value of the assets, a conversion provides no value for all creditors except the first position lien creditor, which itself is undersecured.

(c) Availability of creditor distributions. If the litigation is successful, then creditors will receive distributions. The amount thereof cannot be pinpointed now because the amount of the recovery in the litigation is unknown at present. The Debtor believes a dividend of at least 7.5% is a reasonable projection from a successful litigation result, with the amount of the dividend to increase from there, based on the amount of the damages awarded. The Debtor projects a dividend over time of 15% to unsecured creditors if the litigation is highly successful.

(d) Affiliates's obligation to fund the Plan. Handsome, Inc., an affiliate of the Debtor, has committed to fund the Plan. The owner and principle of it and of the Debtor, Todd Cascella, has submitted his Declaration in support of the Plan in which he commits to cause Handsome, Inc. to provide up to \$350,000.00 in funding. Mr. Cascella has declared that this amount is sufficient to capitalize the Debtor and thereby return it to profitability. The amount represents a substantial increase over the previous figure.

(e) Obligation to fund the Plan. The Affiliate's obligation is unconditional, except for a successful recovery in their litigation. There are no preconditions attached to the Affiliate's obligation to fund, as long as the litigation is more than minimally successful, and thus able to pay it's attorney fees, filing subpoena and expert fees and other miscellaneous costs, plus enough funds to restart operations, which the Debtor states is a minimum of \$200,000.00. Further, Mr. Cascella and Handsome Inc. have

committed to the following:

If the net proceeds of the Litigation are at least \$1,000,000.00 then they will invest at least \$200,000.00 into the Debtor;

If the net proceeds of the Litigation are at least \$3,000,000.00 then they will invest \$350,000.00 into the Debtor.

(f) Creditors will be paid from the Debtor's expanded operations as long as the litigation recovery is realized, as described above. The affiliate's payment to the Debtor will capitalize operations and will thereby generate increased revenue which will be used to pay creditors.

4. Executory contracts:

Any such contracts not previously rejected shall be rejected by operation of the entry of a final order of confirmation.

H. MANAGEMENT CONTROLS and CAPITAL EXPENDITURES:

1. Capital expenditures shall be defined to include the purchase or lease of equipment and other items used in the operation of Debtor's business. These expenditures will be purchased conservatively and only as excess profits allow.

2. Post-confirmation management and ownership of the Debtor.

Upon confirmation of the Plan, Todd Cascella will remain as the manager of the company. He will continue to be compensated consistent with his current amounts and types of compensation.

I. BUSINESS EXPENSES:

The Debtor will strive to keep business expenses at a minimum consistent with

sound and prudent business practices.

J. CLASSIFICATION OF CLAIMS & SUMMARY OF THE PLAN:

The Debtor's Plan of Reorganization establishes three classes of claims in addition to providing for payment of administrative expenses and priority claims. Administrative expenses and priority claims identified to date are outlined below.

All allowed administrative expenses shall be paid in full upon the Effective Date, pursuant to an agreement reached with the claimant or after allowance by the Court, whichever is later. Administrative Expenses are those due for expenses incurred after the Chapter 11 proceeding was commenced and include payments to professionals employed by the Debtor. The Debtor estimates that the Claims of their counsel, Harlow, Adams & Friedman, P.C., are \$40,000.00 and Debtor's Accountant, Fairfield Tax & Accounting Services, LLC to be approximately \$6,000.00.

Priority unsecured claims have been filed as follows: the Conn. DRS for \$10,000.00. The IRS claim was allowed only as a general unsecured claim. The tax liens for both were avoided by court order pursuant to Code Sec. 506 (a) and (d). All allowed priority claims under §507(a) (8) shall be repaid within 5 years of the date of the entry of the order for relief. Such payments shall be made at least on a quarterly basis commencing 30 days from the effective date together with interest pursuant to the statutory rate.

Class 1 - Secured Claim, TD Bank: Secured. Impaired.

TD Bank is secured by virtue of a blanket lien on all of the Debtor's assets. As of the current date its secured claim is \$1,270,000.00. The Class 1 creditor and the

Debtor will enter into a new repayment schedule of its debt which will be retired over time and the interest rate contained in the parties original note. It is impaired and may vote on the Plan.

Class 2 - Unsecured Creditors:

The Debtor will pay a reasonable dividend to its creditors over and above liquidation value. The Debtor's ability to pay same is dependant on its related company obtaining a successful result in its pending lawsuit against the Town of Monroe and then reviving its operations to a scale at which it previously operated.

Each holder of an Allowed Class 2 Claim shall receive property or payments of a value, as of the effective date of the Plan, which are not less than what the holder would receive if the Debtor's estate were liquidated under Chapter 7. Due to the amount of the Debtor's secured and priority claims the company is essentially insolvent. Prior lienholders shall be deemed to be unsecured pursuant to Code Sec. 506(a) and (d) based on the asset appraisal annexed as **Exhibit A**. Their liens are and shall be deemed to be stripped off the collateral upon the entry of an order confirming a Plan.

The Debtor will pay a reasonable dividend to its creditors over and above liquidation value. The Debtor's ability to pay same is dependant on its related company obtaining a successful result in its pending lawsuit against the Town of Monroe and then reviving its operations to a scale at which it previously operated. The Debtor believes a dividend of at least 7.5% is a reasonable projection from a successful litigation result, with the amount of the dividend to increase from there, based on the amount of the damages awarded. The Debtor projects a dividend over time of 15% to

unsecured creditors if the litigation is highly successful. Creditors will be paid over 84 months. See Sec. 6.2 below. Payments will commence at such time that the litigation is successfully resolved by settlement or judgment and the Debtor's operations have returned to a level of profitability sufficient to generate funds for creditors, consistent with the projections contained in the Disclosure Statement.

Class 2 creditors are impaired and may vote on the Plan.

Class 3 - Allowed Interests: Todd M. Cascella shall retain his interest in the Debtor post-confirmation which is valueless in any event. He will invest or cause the investment of \$200,000.00 - \$350,000.00 from the Litigation as new value for the retention of his interest. The interest is unimpaired and he is deemed to have accepted.

K. DISCHARGE OF DEBTOR:

Upon confirmation of the Plan and vesting of all assets, Debtor will be discharged of all claims and liabilities arising prior to the filing of the Petition for relief pursuant to 11 U.S.A. § 1141.

The Debtor,

BY: 

James M. Nugent ct08822
Harlow, Adams & Friedman, P.C.
One New Haven Avenue, Suite 100
Milford, CT 06460
Tele No. (203) 878-0661
Fax No. (203) 878-9568
Jmn@quidproquo.com

EXHIBIT A

APPRAISAL FOR

CASCELLA AND SON CONSTRUCTION INC.

AUGUST 2014

PREPARED BY:



275 ROUTE 32, NORTH FRANKLIN, CT 06254

860-642-4200 Phone, 860-642-7900 Fax

www.petrowskyauctioneers.com

Petrowsky Auctioneers Inc.

275 Route 32, North Franklin, CT 06254

Telephone: (860) 642-4200

Fax: (860) 642-7900

August 5, 2014

James M. Nugent, Esq
Harlow, Adams & Friedman, P.C.
One New Haven Avenue, Suite 100
Milford, CT 06460

Re: Cascella and Son Construction Inc. Appraisal

Dear Mr. Nugent:

In accordance with your request, Petrowsky Auctioneers, Inc. conducted an on-site review of the enclosed list of equipment. This report is a culmination of an on-site review and details and photos supplied by the owner. The purpose of the review was to gather information that would contribute to the establishment of an appraised value of equipment and assets. An appraisal was generated based on the condition and other pertinent data secured from the review. The values listed in this report were derived from recent auction sales of similar equipment conducted by Petrowsky Auctioneers, Inc.¹. Reputable sources in similar industries were consulted to substantiate some of the derived values. These values should not be considered guaranteed net sale returns.

In providing this report, Petrowsky Auctioneers, Inc. is acting as a non-partisan agent and disclaims any due cause to falsify or alter any statements made in this report. Petrowsky Auctioneers, Inc. disclaims any company or personal interest in the after-mentioned assets or a patronizing relationship with its owners that would have affect on the accuracy of this appraisal. Petrowsky Auctioneers, Inc.'s fees for services are in no way contingent upon the values given to the appraised assets and if required to appear in court, Petrowsky Auctioneers, Inc. will invoice accordingly. Petrowsky Auctioneers, Inc. will not be responsible for or be required to bear witness to any values given to assets missing or damaged after this date. Petrowsky Auctioneers, Inc. will not be held responsible for any claim of wrongful identification or assumption of ownership, since no lien searches were conducted.

In our opinion, the estimated Forced Liquidation Value and Orderly Liquidation Value of the equipment listed on the attached tables would approximate:

Forced Liquidation Value:

\$362,200

(Three Hundred Sixty Two Thousand Two Hundred Dollars)

Orderly Liquidation Value:

\$439,200

(Four Hundred Thirty Nine Thousand Two Hundred Dollars)

Petrowsky Auctioneers Inc.

275 Route 32, North Franklin, CT 06254

Telephone: (860) 642-4200

Fax: (860) 642-7900

August 5, 2014

Appraisal

Page 2

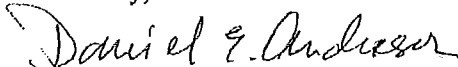
In this appraisal, you will notice the assets were assigned two values, estimated current Forced Liquidation Value and Orderly Liquidation Value. Both assigned values are invaluable in the evaluation of assets to be purchased or collateralized. **Orderly Liquidation Value** is the value realized from an open market sale between a seller under time duress and a willing buyer who is an end user of the equipment. The buyer time duress is dependent on the type of asset being liquidated. Time allowances for liquidation up to 60-180 days are considered commercially reasonable. Both the buyer and the seller have knowledge of the use and purpose for which this equipment is adapted and for which it is capable of being used. This value also assumes the equipment will be sold "as is condition, where is location", and the buyer assumes the cost to dismantle and remove. Additionally, this value is not discounted for assembling, cleaning, advertising, brokerage, or other disposal costs if any. **Forced Liquidation Value** is the gross proceeds realized from a sale at a properly advertised public auction. This auction is normally held within 60 days of equipment possession. The value also assumes a default situation where normal maintenance has been deferred. The value does not consider extra removal or transportation expenses from the original location. **Forced Liquidation Value** is a value given to an asset sold in "as-is, where-is" condition to all faults with no warranties expressed or implied. Both values take into consideration market desirability, wholesale prices, documented recent auction sales, and overall condition at the time of review. It would be understood that both values are based on the equipment being marketed in a commercially reasonable fashion including the Internet.

All professional appraisal standards are conformed to in preparation of any Petrowsky Auctioneers, Inc. report. The current comparable sale method was utilized in establishing the values. Petrowsky auction files, as well as auction sales reports from a similar market area as the subject equipment are accessed. In the absence of a verifiable comparable sale, the commercially accepted formula depreciating an asset's value comparing use and wear to replacement cost was implemented. For values other than auction, reputable dealers, wholesalers, private sale offerings and the Internet are researched to insure conclusions are credible.

The listed inventory was in generally poor condition and most in need of considerable mechanical investment to be considered operational. The estimated values do reflect the mechanical disrepair. It is noteworthy to mention that the used equipment and parts markets are at an eight year high. The high cost of new replacement with the Tier IV emissions requirements is driving the demand for even machines considered "retirement or service units" from the domestic as well as export parts market.

We will maintain a work file should you have any further questions.

Sincerely,



Daniel E. Anderson

Sales Manager

Encl.

¹Auction File Numbers: 13-02; 13-08; 13-11; 13-17; 14-01; 4-03; Machinertrader.com; Last Bid 2013; RockandDirt.com

CASCELLA AND SON CONSTRUCTION INC.

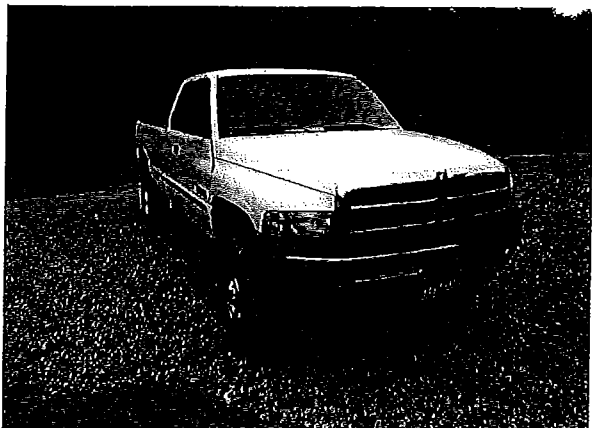
ID #	YEAR	EQUIPMENT	VIN #/SERIAL #	APPROX MILES/HOURS	CONDITION	DESCRIPTION	EST FORCED LIQUIDATION VALUE	EST ORDERLY LIQUIDATION VALUE
1	2000	DODGE RAM 2500	3B7KF2361YG113773	199,602	FAIR	4X4, DSL, AUTO, EXT CAB, BED LINER	3,000.00	4,000.00
2	1999	MACK RD688S TRI-AXLE DUMP	1M2P824C9XM046768	273,045	POOR	MACK E7, 460 HP, ENG BRAKE, 8LL, DBL FRAME, AIR LIFT PUSHER AXLE, CAMEL BACK SUSP, 19' ALUM BODY W/54" SIDES, CONTROL FLOW CHUTE, TARP, TIRES 30%, BAD MOTOR	10,000.00	12,500.00
3	1998	WESTERN STAR 9400 TRI-AXLE DUMP	2WLLCD2G2WK949592	385,086	GOOD	CAT C12, ENG BRAKE, 8LL, 20K F, 48K R, DBL FRAME, AIR LIFT PUSHER AXLE, SPRING SUSP, 12 ALUM WHEELS, 18" STEEL BODY W/48" SIDES, TARP, TIRES 50%	17,500.00	20,000.00
4	1996	FORD LT9513 TRI-AXLE DUMP	1FDZS96V9TYA26250	257,786	FAIR	CUMMINS ENG, ENG BRAKE, 8LL, 18K F, 48K R, AIR LIFT PUSHER AXLE, SPRING SUSP, DBL FRAME, 16" STEEL BODY W/48" SIDES, TIRE 10%, NEEDS MECHANICAL REPAIR: CLUTCH, TRANS, EXHAUST	8,000.00	10,000.00
5	1986	MACK RW753 TRI-AXLE DUMP	2M2AY38Y6GC00113	11,062	FAIR	CAT 3406, ENG BRAKE, 8LL, DBL FRAME, SPRING LIFT, PUSHER AXLE, CAMEL BACK SUSP, 15' STEEL BODY W/48" SIDES, TARP, TIRES 20%, NEEDS BATTERY	5,500.00	6,500.00
6		DRESSER TD25C CRAWLER TRACTOR	2370	N/A	GOOD	12"10" SU BLADE, 22" PADS, CANOPY, ATECO 2 BARREL RIPPER, U/C 50% OIL IN RADIATOR	7,000.00	8,500.00
7	1981	CAT D5B CRAWLER TRACTOR	25X02246	6,337	FAIR/POOR	9"3" STRAIGHT BLADE W/TILT, 22" PADS, CAB, U/C 30%, NEEDS GLASS, SEAT, PAINT, BATTERY & TRANS	4,000.00	5,000.00
8	1988	CAT D8C CRAWLER TRACTOR	5KG00574	5,314	GOOD/FAIR	8' 6 WAY BALDE, 16" PADS, CANOPY, U/C 50%, NEEDS SEAT	7,000.00	8,500.00
9	1983	CAT 931B CRAWLER LOADER	29Y01305	4,535	FAIR/POOR	72" 4 IN 1 BKT W/TEETH, 14" PADS, CANOPY, U/C 20%, NEEDS SEAT, PAINT, DOES NOT STEER	2,500.00	3,000.00
10	1987	CAT 980C RUBBER TIRED LOADER	63X07593	10,916	GOOD/FAIR	10"6" SPADE NOSE BKT W/TEETH, Q/C CAB, 29.5R25, WYLLIE SCALE, TIRES 40%	27,500.00	32,500.00
11	1978	CAT 980C RUBBER TIRED LOADER	63X0584	23,245	POOR	10"6" SPADE NOSE BKT W/TEETH, CAB, 29.5R25, TIRES 20%, BAD MOTOR	11,000.00	13,500.00
12	1989	DEERE 992DLC EXCAVATOR	CK992DL005036	N/A	POOR	53" BKT W/TEETH, 12"8" DIP, 36" PADS, 12"6" WIDE, CAB, U/C 10%, NEEDS GLASS, SEAT, HYD PISTON LEAKING	7,000.00	8,500.00

CASCELLA AND SON CONSTRUCTION INC.

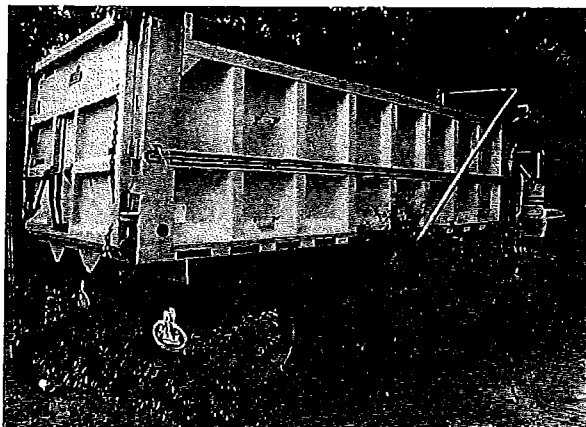
ID #	YEAR	EQUIPMENT	VIN #SERIAL #	APPROX MILES/HOURS	CONDITION	DESCRIPTION	EST FORCED LIQUIDATION VALUE	EST ORDERLY LIQUIDATION VALUE
13	1990	DEERE 892DLC EXCAVATOR	FF892DL006044	N/A	FAIR	ROCKHAM HYD HAMMER, AUX HYD, 32" PADS, 11'3" WIDE, CAB, U/C 30%	10,000.00	12,500.00
14	1987	DEERE 892DLC EXCAVATOR	CK892DL005070	N/A	FAIR	45" BKT W/TEETH, 11" DIP, 32" PADS, 11'3" WIDE, CAB, U/C 10%, MOTOR ISSUES	7,500.00	9,000.00
15	1995	CAT 325L EXCAVATOR	7LM00753	9,730	FAIR	45" BKT W/TEETH, 10'4" DIP, 32" PADS, 11'3" WIDE, CAB, U/C 30%, NEEDS GLASS, PAINT, SEAT, WATER IN OIL	16,000.00	19,000.00
16	1983	CAT 235 EXCAVATOR	64R01650	N/A	FAIR	44" BKT W/TEETH, 12' DIP, 36" PADS, 12' WIDE, CAB, U/C 50%	10,000.00	12,500.00
17	1982	CAT 225 EXCAVATOR	76U3447	4,966	POOR	44" BKT W/TEETH, 6" DIP, 30" PADS, 10'7" WIDE, CAB, U/C 10%, NEEDS SEAT, PAINT, GLASS, DOES NOT SWING	6,000.00	7,000.00
18		UNIT H471CT EXCAVATOR	79021	N/A	FAIR/POOR	NPK HYD HAMMER, AUX HYD, 10' S/P, 36" PADS, 11'8" WIDE, CAB, U/C 40%, NEEDS GLASS & SEAT.	7,000.00	8,500.00
19		HITACHI EX60 EXCAVATOR	10719065	3,867	FAIR	16" BKT W/TEETH, 5" DIP, 18" PADS, 7'2" WIDE, CAB, U/C 30%, NEEDS GLASS	8,500.00	10,000.00
20		HITACHI EX60G EXCAVATOR	10F1735	4,475	FAIR/POOR	23" BKT W/TEETH, 5'2" DIP, 18" RUBBER TRACK, 7'2" WIDE, CAB, U/C 10%, BAD FINAL DRIVE	6,500.00	7,500.00
21	1985	VOLVO 5350B ARTICULATED DUMP	2558	36,528	FAIR	6X6, 20.5R25, TIRES 10%, NEEDS SEAT & GLASS, FUEL IN ENGINE	10,000.00	12,500.00
22	1980	VOLVO A25 ARTICULATED DUMP	01340	N/A	FAIR/POOR	6X6, BAD ENGINE	8,000.00	10,000.00
23	1995	CAT 416B BACKHOE	8SG13178	4,814	GOOD/FAIR	4X4, 7'3" BOCE BKT, CAB, E-HOE, AUX HYD, Q/C, 23" BKT W/TEETH, TIRES 20%, NEEDS SEAT.	13,000.00	15,000.00
24	1988	REX RX70 VIB SMOOTH DRUM COMPACTOR	7H2130	N/A	FAIR/POOR	JD ENG, 72" DRUM	3,000.00	4,500.00

CASCELLA AND SON CONSTRUCTION INC.

ID #	YEAR	EQUIPMENT	VIN #/SERIAL #	APPROX MILES/HOURS	CONDITION	DESCRIPTION	EST FORCED LIQUIDATION VALUE	EST ORDERLY LIQUIDATION VALUE
25		PEGSON 26X44 T/A PORTABLE JAW CRUSHER	AX607	N/A	FAIR	CAT 3306, 16'X8' VIB FEED HOPPER, 36'X48" JAW, 24" BELT MAGNET, 38" FRONT DISCHARGE CONVEYOR, 24" BEARINGS NEED TO BE REPLACED IN JAW	45,000.00	55,000.00
26		SPOKANE 32TEC T/A PORTABLE IMPACT CRUSHER	32168	476	FAIR	CUMMINS ENG, SPOKANE 92DC CONE S/N 92107, 36" REAR DISCHARGE CONVEYOR	30,000.00	35,000.00
27		EXTEC CRAWLER SCREENER	7674	965	GOOD	11'X6' 2 DECK VIB FEED HOPPER, 36" UNDER FEED CONVEYOR, 36" CONVEYOR TO DECK, 2 DECK SCREEN, 36" FRONT DISCHARGE CONVEYOR, 24" SIDE DISCHARGE CONVEYORS, 18" PADS	35,000.00	42,500.00
28		POWERSCREEN POWERGRID S/A PORTABLE SCREENER	N/A	2,080	GOOD	DEUTZ DSL, 10'X68" 2 DECK VIB HOPPER, 48" FRONT DISCHARGE CONVEYOR	22,500.00	27,500.00
29		KILBERG RADIAL STACKING CONVEYOR	N/A	N/A	GOOD	ELECTRIC DRIVEN, MANUAL RAISE, 24"X35' CONVEYOR	6,000.00	7,500.00
30	1998	ECONOLINE T/A EQUIPMENT TRAILER	42EDPHE47W1000644	N/A	FAIR/POOR	12 TON CAP, 8'X18' DECK, 5' BEAVERTAIL, RAMPS, NEEDS FLOOR & PAINT	500.00	1,000.00
31		MDL SR4 S/A PORTABLE GENSET	45BH3748	N/A	"PARTS"/POOR	CAT 3306, BAD MOTOR	1,000.00	1,200.00
32		MILLER BOBCAT 225 WELDER	N/A	N/A	GOOD/FAIR	DSL	1,200.00	1,500.00
33		HORIZONTAL AIR COMPRESSOR	N/A	N/A	GOOD/FAIR	GAS	500.00	750.00
34		(3) 8X20 CONTAINERS	N/A	N/A	N/A	\$1000/\$1250 EACH	3,000.00	3,750.00
35		MISC SUPPORT EQUIPMENT	N/A	N/A	N/A	APPROX 10 COMMERCIAL LOTS @ \$200/\$300 EACH	2,000.00	3,000.00
TOTAL							362,200.00	439,200.00



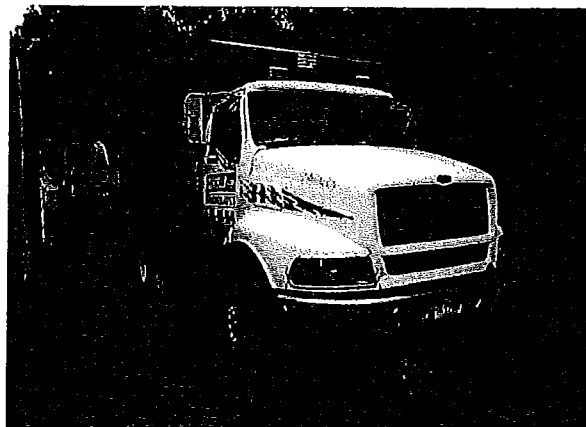
2000 DODGE RAM



1999 MACK RD688S TRI-AXLE DUMP



1998 WESTERN STAR 9400 TRI-AXLE DUMP



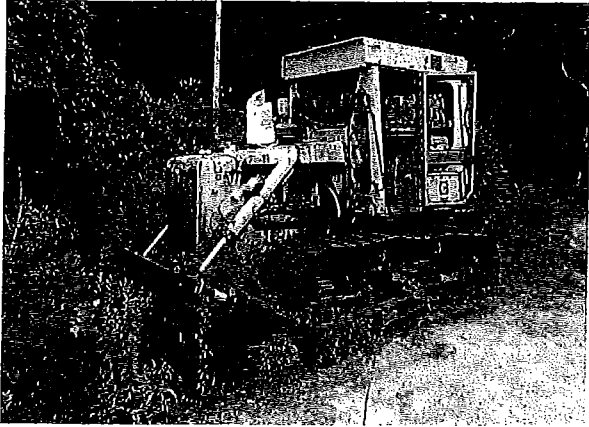
1996 FORD LT9513 TRI-AXLE DUMP



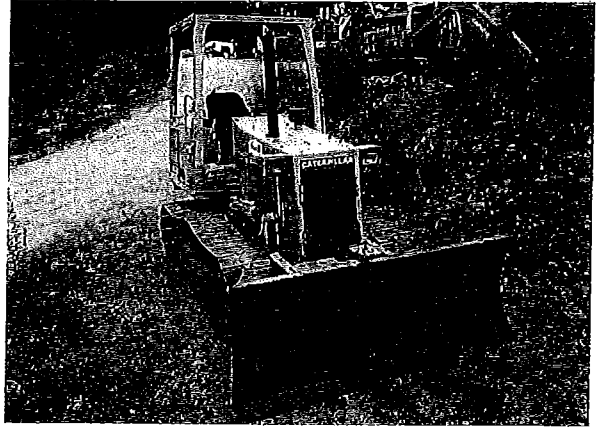
1986 MACK RW753 TRI-AXLE DUMP



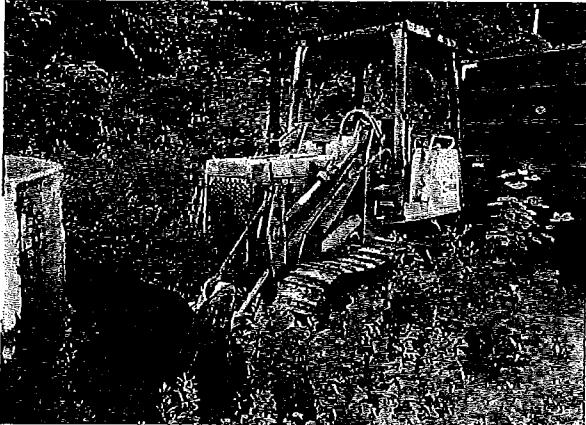
DRESSER TD 25C CRAWLER TRACTOR



1981 CAT D5B CRAWLER TRACTOR



1988 CAT D3C CRAWLER TRACTOR



1983 CAT 931B CRAWLER LOADER



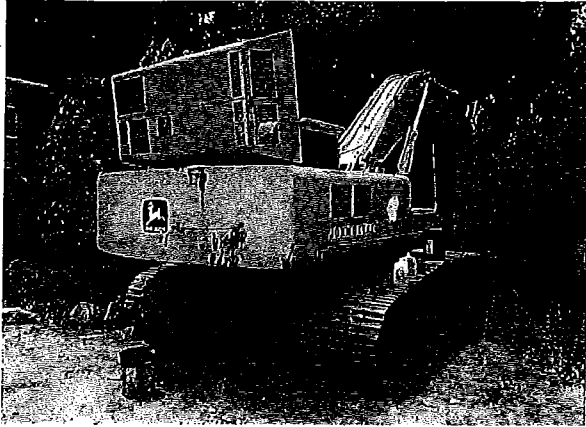
1987 CAT 980C RUBBER TIERED LOADER



1978 CAT 980C RUBBER TIREED LOADER



1989 DEERE 992DLC EXCAVATOR



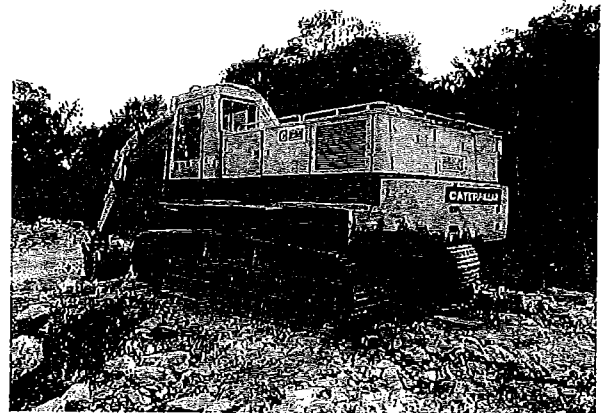
1990 DEERE 892DLC EXCAVATOR



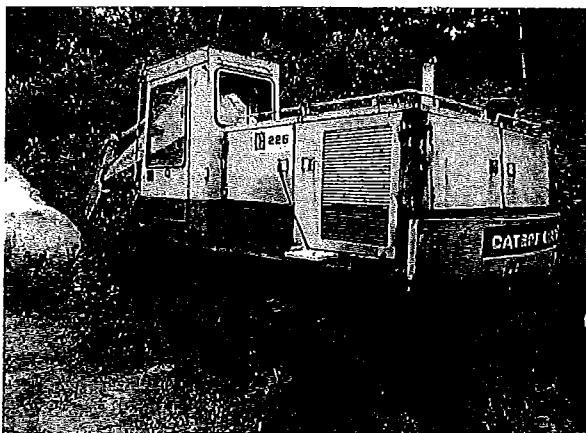
1987 DEERE 892DLC EXCAVATOR



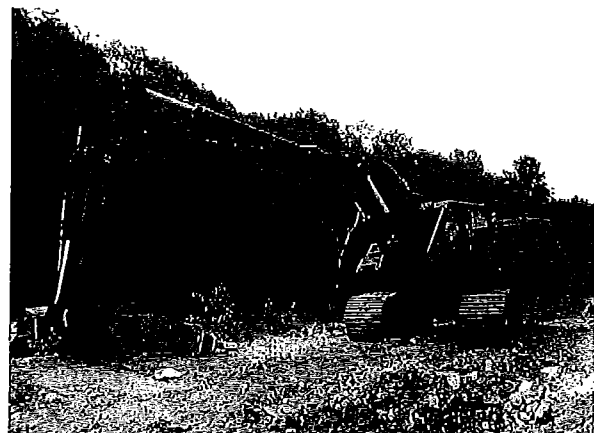
1995 CAT 325L EXCAVATOR



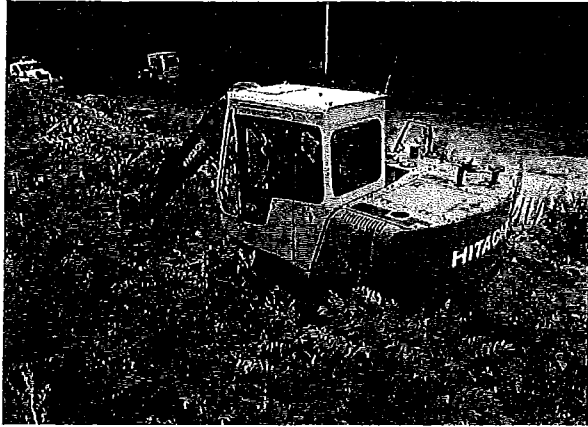
1983 CAT 235 EXCAVATOR



1982 CAT 225 EXCAVATOR



UNIT H471CT EXCAVATOR



HITACHI EX60 EXCAVATOR



HITACHI EX60G EXCAVATOR



1985 VOLVO 5350B ARTICULATED DUMP



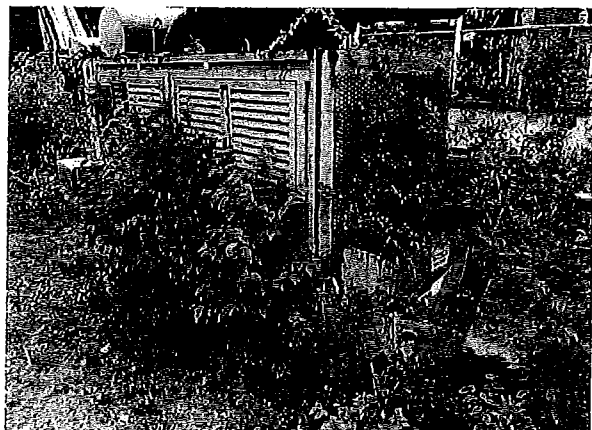
1980 VOLVO A25 ARTICULATED DUMP



1995 CAT 416B BACKHOE



1988 REX RX70 COMPACTOR



MDL SR4 S/A PORTABLE GENSET



MILLER BOBCAT 225 WELDER



HORIZONTAL AIR COMPRESSOR



(3) 8X20 CONTAINERS



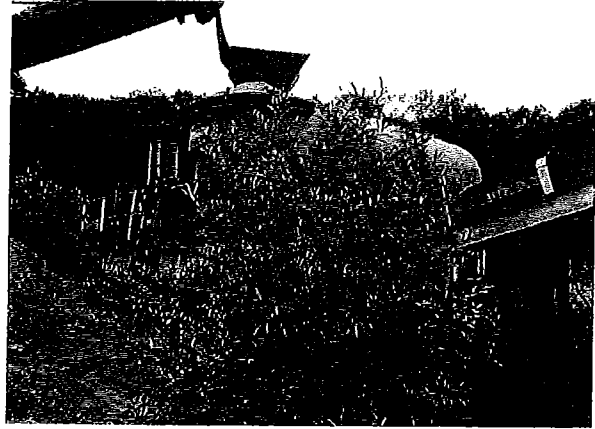
MISC SUPPORT EQUIPMENT



MISC SUPPORT EQUIPMENT



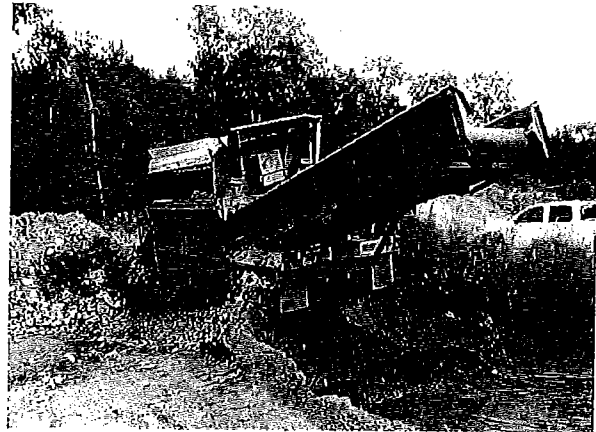
PEGSON 26X44 JAW CRUSHER



SPOKANE 32TEC IMPACT CRUSHER



EXTEC CRAWLER SCREENER



POWERSCREEN PORTABLE SCREENER



KILBERG RADIAL STACKING CONVEYOR



ECONOLINE T/A EQUIPMENT TRAILER

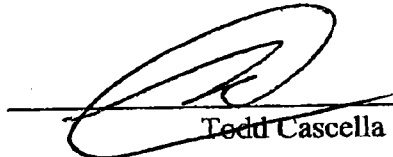
EXHIBIT B

DECLARATION IN SUPPORT OF PLAN OF REORGANIZATION
FILED BY CASCELLA & SON INC.

I Todd Cascella, hereby state the following under penalty of perjury:

1. I am the principal in and the owner of a Conn. Company called Handsome Inc. That company is currently the lead plaintiff in lawsuits filed against the Town of Monroe, numerous town zoning officials and the Town's First Selectman.
2. I am thoroughly familiar with the facts and circumstances of this litigation.
3. Town officials conspired to refuse to renew valuable permits that Handsome held for many years which permitted blasting activities on its property. Those permits are essential in order to compete in the rock quarry business and are a prerequisite to bid on any Federal, State or local project.
4. During discovery proceedings my lawyers have obtained a large quantity of emails by and between town zoning officials in which they blatantly describe their plan to refuse to renew these permits because Handsome had proposed an affordable housing project on other land that its owns in the Town. This was clearly done in retaliation for the affordable proposal which of course is permitted under governing state law.
5. This law suit has been pending for years and is nearing completion. We are seeking damages of \$10 Million + in the case and have retained expert witnesses who have already disclosed their opinion on the amount of these damages.
6. This Declaration will confirm that Handsome Inc. commits to invest a minimum of \$200,000.00 and up to \$350,000.00 from its anticipated recovery in this litigation to capitalize the operations of Cascella & Sons Inc. I have calculated, based only many years of experience in this field and my own personal conduct of the operations of these companies over these many years, that this sum is sufficient to return the Debtor to full operations and to thereby generate adequate revenues to pay its creditors a reasonable return.

Dated: 5-26-16


Todd Cascella