

abatement activities in the central New York area.

7. There were three Affidavits of Patrick Fraccola, two sworn to on November 10, 2005 (one related to 2613 Genesee Street and one related to 1331 Belle Avenue) and one sworn to on June 1, 2006 (related to 2613 Genesee Street).

**Affidavits for Search Warrants of
2613 Genesee Street and 1331 Belle Avenue – November 10, 2005**

8. These identical affidavits support applications to search the second floor of Steven Mancuso's law office at 2613 Genesee Street and the commercial building at 1331 Belle Avenue for, among other things, "any and all records relating to asbestos abatement projects conducted by business entities of Paul Mancuso."

9. Agent Fraccola failed to inform Magistrate DiBianco that Fraccola and I were well known to each other through my work as a cooperating witness and informant for the Government between 1999 and 2004. In fact, after Fraccola began working for the EPA in 2001, I would personally meet with him at least monthly including accompanying him on surveillance missions.

10. Fraccola asserts in paragraphs 3 and 4 of his affidavit that I was employed by Kodiak Environmental Services. Such statement is untrue and Fraccola knew it was untrue at the time of the affidavit. Kodiak Environmental was a company owned and operated by my brother, Ronald Mancuso. Fraccola knew from his long relationship with me that my company, AEG, Inc., and my brother's company, Kodiak, were general contractors sub contracting asbestos abatement work, mold abatement, masonry work and carpentry to companies that included companies owned by Jeff Gee and Dave Comstock.

11. In paragraph 19 of his affidavit, Fraccola asserts that "[Dave] Comstock stated that he performed the illegal removal at the direction of his bosses, Ronald and Paul Mancuso of

Kodiak Construction Services". First, Comstock had his own asbestos company, Northern Construction, which was a subcontractor for Kodiak. I was not Comstock's "boss". Second, I was not involved in Kodiak, which was my brother's company.

12. Also, in paragraph 19, Fraccola states that on October 19, 2005, "your affiant observed approximately 300 pounds of un-contaminated friable asbestos" off Military Road in Poland, New York.

13. Fraccola fails to inform the Magistrate Judge that on November 8, 2005, two days before his affidavit, laboratory analysis established that only 27.6 pounds of asbestos was found at the Military Road location. Why wasn't this corrected information conveyed to the Magistrate Judge?

14. Also, in paragraph 19, Fraccola also states that "[Dave] Comstock also stated that due to Paul Mancuso pleading guilty to violating the Clean Air Act, . . . and not being able to obtain an asbestos license in his name or a company owned or controlled by him, Paul Mancuso established a scheme . . ."

15. Fraccola knew the above statement was false because I had no restrictions on asbestos-related work as a result of my conviction under the Clean Air Act. I never lost my asbestos license or the right to work in the asbestos field until August 2004. The restrictions on asbestos-related work were made part of special conditions of my probation sentence in Oneida County Court.

16. Fraccola makes the false statement in his affidavit that I was barred from asbestos-related activities as a result of my conviction for violating the Clean Air Act. There was never any such condition attached to my sentence in March 2003 in the federal case. I was sentenced in federal court in March 2003 and I was not precluded from asbestos-related

activities.

17. The prohibition on asbestos related activities is contained in my terms and conditions of State probation, which did not take effect until August 2004 following my conviction in Oneida County Court. Until August 2004, I had no Court-Ordered restrictions whatsoever on asbestos related activities.

18. Fraccola knew I had no such restrictions because he was present at the Hughes Elementary School project with me in spring 2004 and he praised the quality of the asbestos abatement performed by the subcontractor, Jeff Gee, at the site. Fraccola also should know this given his status as a federal agent working with the prosecutors on my federal case.

19. Comstock lied to Fraccola that I set up businesses for Comstock and Jeff Gee. I did not set up Northern Construction or other companies and, furthermore, both Gee and Comstock lied about their knowledge and ability to prepare and file notices and asbestos-related project papers.

20. Importantly, Gee and Comstock created many of their own businesses, including Northern Construction, before I was barred from asbestos-related activities. Also, Fraccola failed to notify the Magistrate Judge that both Gee and Comstock were licensed asbestos supervisors trained and knowledgeable in the abatement industry. Instead, Fraccola misrepresents that Gee and Comstock did not have the knowledge or ability to fill out basic documents.

21. It is suspicious that the contents of paragraph 20 concerning Fraccola's interview of David Comstock are identical to the contents of paragraph 23 regarding Fraccola's interview of Jeff Gee.

22. With respect to paragraph 20 of Fraccola's affidavit, Fraccola omits that Northern

Construction was a partnership created by Jeff Gee in Gee's own handwriting on August 2, 2004, listing Gee, Kaucher and Comstock as partners. Gee later omitted his name from the Northern Construction application for asbestos handling license to Department of Labor, but it was prepared by Comstock. I had nothing to do with the creation of Northern Construction. I never gave them blank paperwork to sign.

23. My company, AEG, Inc., and Kodiak, general contractors, would receive copies of paperwork submitted by G&D or Northern Construction as subcontractors on the projects.

24. I never met Dave Comstock for any business at 2613 Genesee Street. The second floor was used initially by Controlled Waste Systems, a dumpster company established in 2004. When Kodiak was incorporated in 2005, my brother Ron shared space with Controlled Waste Systems.

25. I never estimated a job for Northern Construction, a company created, owned and operated by Dave Comstock and Jeff Gee. Both Gee and Comstock lied if they told Fraccola that they never estimated an asbestos abatement job or prepared subcontracts.

26. Paragraph 21 of Fraccola's affidavit contains the false statement that asbestos was left behind at 133 West Smith Street, Herkimer by Kodiak employees. Kodiak did not have any employees. Kodiak subcontracted the job to Northern Construction (Gee and Comstock). Comstock himself admitted to illegally removing and dumping the asbestos.

27. Fraccola also states in his affidavit that Earl Comstock said he (Comstock) worked for Paul Mancuso for four years and that Comstock was present in the Kodiak office and witnessed "both Paul and Ronald Mancuso directing David Comstock and/or Jeff Gee to sign asbestos job related forms". If Earl Comstock made such statements, they are false. Earl Comstock never worked for me; he worked only for Gee and Comstock.

28. In paragraph 23, Fraccola discusses his alleged interview of Jeff Gee. Fraccola fails to mention that Gee established and owned at least three asbestos companies, i.e., Gee's Construction, G&D Construction and Northern Construction.

29. Gee is lying if he claims he met me to fill out blank forms on the second floor of 2613 Genesee Street. He is also lying if he told Fraccola, "that he has never estimated a job; that he has never actually filled out a "notification"; that he has never filled out a contract; and that he was not qualified or did not possess the knowledge to do anything of the sort". Even minimal investigative work by Fraccola would have revealed these statements to be preposterous as Gee was an experienced asbestos supervisor.

30. All work by Northern Construction for Kodiak (the general contractor) at the 133 West Smith Street site in Herkimer was completed in September 2005. The inspection allegedly performed by Agent Fraccola, referenced in the Affidavit, took place in November 2005, at least two months after the abatement work. Fraccola fails to mention this substantial time gap in his Affidavit.

31. Further, the air sampling analysis came back clean after the completion of the job in September 2005. Fraccola fails to mention this in his Affidavit.

32. Thereafter, other contractors entered the site to perform work before Fraccola's November 2005 inspection. Fraccola intentionally or recklessly omitted this information on a fishing expedition based upon lies of Gee and Comstock, which should have been obvious to Fraccola.

**Affidavit for Search Warrant of
2613 Genesee Street -- June 1, 2006**

33. This third Fraccola affidavit supports an application to search the first floor and a room on the second floor of Steven Mancuso's law office for, among other things, "any and all

records relating to business conducted by or on behalf of entities of Paul Mancuso.”

34. This affidavit is based upon and tainted by the alleged findings from the earlier two search warrants obtained with Fraccola's prior affidavits.

35. In paragraph 17, Fraccola makes the false statement that, as a result of my conviction under the Clean Air Act, I lost my asbestos license. As state above, I never lost my license as a result of that conviction.

36. The lies told by Gee to Fraccola in paragraph 24, that I had previously set up an asbestos business named G&D and Northern Construction, could have easily been disproved by minimal efforts, including checking the Department of Labor and County Clerk files showing business documents and applications prepared in the handwriting of Gee and Comstock.

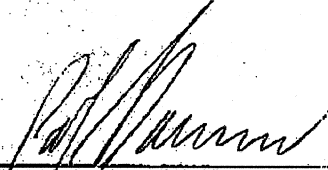
37. Worse yet, Fraccola fails to advise the Court in his affidavit that business documents of Northern Construction and G&D Construction seized in the earlier searches of 2613 Genesee Street and 1331 Belle Avenue were prepared by Dave Comstock and Jeff Gee, contradicting their claims that they had no knowledge or ability to prepare such documents.

38. Gee and Comstock not only had experience creating business entities for themselves, but they were both licensed and experienced asbestos abatement supervisors familiar with all asbestos notice and filing requirements.

39. It is incredible that Fraccola includes the lies of Comstock and Gee that I set up G&D and Northern Construction and prepared all the paperwork after documents obtained with the initial tainted search warrants contradict those lies.

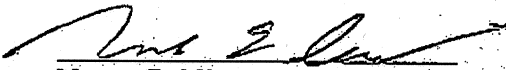
40. The documents in Fraccola's possession included payroll records, business certificates, subcontract agreements, daily log sheets, Department of Labor licensing applications and notifications all in the handwriting of Gee and Comstock.

41. It is clear that Fraccola did nothing to verify the statements of Gee and Comstock before applying for any of the three warrants.



PAUL MANCUSO

Sworn to before me this
10th day of February, 2009.



Notary Public

Notary Public, State of New York
Qualified in Oneida County
01S15082621
Commission Expires July 28, 2009
Mark E. Sisti