



STATE OF CONNECTICUT
BEFORE THE
ATTORNEY GENERAL
AND THE
COMMISSIONER OF CONSUMER PROTECTION

In the Matter of

The Joseph J. Mottes Company and Becker Construction Company

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance is provided to George Jepsen, Attorney General, and Michelle Seagull, Commissioner of the Department of Consumer Protection of the State of Connecticut (together, the "State"), by the Respondents The Joseph J. Mottes Company, P.O. Box 286, Willington, CT 06279 ("Mottes") and Becker Construction Company, P.O. Box 535, Willington, CT, 06279 ("Becker") (together, "Respondents"), pursuant to the provisions of Connecticut General Statutes § 42-110j.

Whereas, the State concluded its investigation into the cause of residential foundation deterioration within the State of Connecticut;

Whereas, the State reached a conclusion that the presence of pyrrhotite in more than trace amounts in the aggregate, combined with environmental conditions, is the main cause of the deterioration of certain residential foundations within the State of Connecticut, as referenced in a report commissioned by the Connecticut Attorney General

and the Commissioner of Consumer Protection (see Kay Wille and Rui Zhong, August 31, 2016, Investigating the Deterioration of Basement Walls Made of Concrete in CT);

Whereas, Mottes disputed that the ready mix concrete that it manufactured and sold was defective or otherwise a cause of deteriorating residential foundations within the State of Connecticut;

Whereas, Mottes represented that it has not and does not install residential foundations;

Whereas, Mottes permanently ceased operations and sold its real estate and batch plants to a third party;

Whereas, Becker and Mottes cooperated with the State's investigation and Becker wishes to provide assurances to the State that, for a certain period of time as set forth herein, it will not sell stone aggregate for use in residential foundations;

Now, therefore:

1.) Mottes represents itself as a company incorporated in Connecticut. Until it ceased operation, Mottes was in the business of manufacturing and selling ready mix concrete, septic products and masonry supplies to customers, including customers in Connecticut.

2.) Becker represents itself as a business in Connecticut. Becker is in the business of providing crushed stone, stone aggregate, and other earth products to Connecticut customers, which crushed stone and stone aggregate Becker excavates from quarry sites in Willington, Connecticut ("Becker's Quarry"). Becker owns and operates Becker's Quarry.

3.) As of the date of the signing of this Assurance of Voluntary Compliance, and continuing until its expiration: (a) in the event that Mottes recommences operations it agrees to not sell any material or product containing aggregate from Becker's Quarry for use in residential concrete foundations within the State of Connecticut; and (b) Becker agrees to not sell any material or product containing aggregate from Becker's Quarry for use in residential concrete foundations within the State of Connecticut.

4.) Becker will provide to its customers a notice, identical to the form attached hereto. Such notice shall be posted in all prominent places at Becker's business locations where it can be viewed by all customers. Becker shall also provide such notice to all customers that purchase stone aggregate.

5.) Mottes will provide a copy of this Assurance of Voluntary Compliance to any third party that leases or purchases its real estate and batch plants for the purpose of manufacturing and selling concrete.

6.) Becker shall provide notice to the Attorney General and the Commissioner, through their designees, in the event that it sells Becker's Quarry at any time during the term of this Assurance of Voluntary Compliance, within three (3) days of the date of the sale, at the following addresses:

Office of the Attorney General
Jeremy Pearlman, Assistant Attorney General
110 Sherman St.
Hartford, CT 06105
Jeremy.pearlman@ct.gov

Department of Consumer Protection
Julianne Avallone, Legal Director
450 Columbus Boulevard, Suite 901
Hartford, CT 06103

7.) Respondents are entering into this Assurance of Voluntary Compliance solely for purposes of settlement. This Assurance of Voluntary Compliance shall not be considered an admission of liability or a violation of law or as evidence supporting any allegations raised by the State.

8.) Respondents agree that notwithstanding the foregoing, if either Respondent violates the terms of this Assurance of Voluntary Compliance, this matter may be reopened for further proceedings in the public interest, including, but not limited to, an action seeking appropriate relief as provided by law.

9.) This Assurance of Voluntary Compliance shall not become part of the official record unless and until it is accepted by the Attorney General and the Commissioner.

10.) This Assurance of Voluntary Compliance shall be binding on the Respondents, their successors and assigns.

11.) This Assurance of Voluntary Compliance shall become effective upon acceptance and approval by the Attorney General and the Commissioner without further notice to the Respondents.

12.) The acceptance of this Assurance of Voluntary Compliance shall not be deemed in any way to waive the right of the Attorney General and the Commissioner of Consumer Protection to take any and all appropriate action pursuant to their powers under the Connecticut Unfair Trade Practices Act, Chapter 735a of the Connecticut General Statutes.

13.) This Assurance of Voluntary Compliance shall expire on June 30, 2018.

For the Respondent

The Joseph J. Mottes Company

Dated: 6-5-17

By: Diane L. Becker

Name: Diane L. Becker

Title: President

For the Respondent

Becker Construction Company

Dated: 6-5-17

By: Diane L. Becker

Name: Diane L. Becker

Title: General Manager

Duly Authorized

Accepted and approved this 1 day of June, 2017

Michelle Seagull
Michelle Seagull
Commissioner

George Jepsen
George Jepsen
Attorney General

WARNING

The State of Connecticut advises that aggregate containing more than trace amounts of pyrrhotite should not be used in concrete for residential foundations.

Becker Construction Company has voluntarily agreed to not sell any material or product containing aggregate from Becker's Quarry for use in residential concrete foundations within the State of Connecticut until at least June 30, 2018.