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March 31, 1993

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EMERGENCY SUPPORT SECTION

VIA MESSENGER

Ms. Linda Beasley
Emergency Support Section
U.S. Environmental Protection Agency, HSE-5J
77 West Jackson Blvd.
Chicago, IL 60604

Re: Request for Information from Chrysler Corporation Pursuant to Section 104(e) of CERCLA and Section 3007 of RCRA for the Dura Landfill Site in Toledo, Ohio

Dear Ms. Beasley:

Enclosed please find the Response of Chrysler Corporation to the Dura Landfill Information Request issued on February 4, 1993. Chrysler Corporation is a defendant in a pending civil action captioned City of Toledo v. Allied-Signal, Inc. et al., Case No. 3:90 CV 7140 (N.D. Ohio), and is participating in a joint defense group in connection with that case. Joint defense group counsel, Michael Hardy, obtained an extension until April 1, 1993, for group members to file responses. Pursuant to that agreement, Chrysler Corporation is herein submitting its Response.

If you have any questions, please do not hesitate to call me.

Yours truly,

Jane E. Montgomery

Jane E. Montgomery

JEM:rnk
Enclosure
cc: Michael Grice
Eric L. Lohrenz

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April 5, 1993

VIA MESSENGER

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EMERGENCY SUPPORT SECTION

Ms. Linda Beasley
Emergency Support Section
U.S. Environmental Protection Agency, HSE-5J
77 West Jackson Blvd.
Chicago, IL 60604

Re: Request for Information from Chrysler Corporation Pursuant to Section 104(e) of CERCLA and Section 3007 of RCRA for the Dura Landfill Site in Toledo, Ohio

Dear Ms. Beasley:

Enclosed please find the Attachments to the Response of Chrysler Corporation to the Dura Landfill Information Request issued on February 4, 1993. Chrysler Corporation submitted its response on April 1, 1993; however, these documents were inadvertently not enclosed.

If you have any questions, please do not hesitate to call me.

Yours truly,

Jane E. Montgomery

JEM:rnk
Enclosure

RESPONSE TO
DURA LANDFILL
INFORMATION REQUESTS

Chrysler Corporation (Chrysler), on behalf of its predecessors American Motors Corporation and Kaiser-Jeep Corporation (collectively, Jeep), makes the following General Objections and answers this information request as follows:

GENERAL OBJECTIONS

1. Chrysler is a defendant in a pending civil action captioned City of Toledo v. Allied-Signal, Inc., et al., Case No. 3:90 CV 7140 (N.D. Ohio), and therefore objects to the Information Requests to the extent such requests seek information protected under the authority of 28 U.S.C. § 2072, other statutory and common law, and by the attorney-client or attorney work-product privileges.

2. Chrysler is a defendant in a pending civil action captioned City of Toledo v. Allied-Signal, Inc., et al., Case No. 3:90 CV 7140 (N.D. Ohio), and therefore objects to the Information Requests to the extent such requests conflict with the privileges and protections granted to Chrysler under the rules established pursuant to 28 U.S.C. § 2072.

3. Chrysler objects to Instruction 4 because the instruction is vague. Chrysler also is not producing any material which is subject to the attorney-client privilege or other privilege, or which constitutes protected attorney work-product, or which is not otherwise discoverable.

4. Chrysler objects to Instructions 3, 4, 5, and 8 because such instructions are burdensome and repeat the same information provided in the answers to Information Requests Nos. 1, 2, and 12.

5. Chrysler objects to Instruction 6 because it is unduly burdensome and overbroad by seeking documents which are not in the possession, custody or control of Chrysler.

6. Chrysler objects to Instruction 7 and to certain requests because such instruction and requests call for speculation and are beyond the scope of the authority granted to U.S. EPA pursuant to 42 U.S.C. § 9604(e)(2).

7. Chrysler objects to Instruction 8 because it is overbroad in that it seeks the identification of documents consulted, examined, or reviewed that did not contain any information which was responsive to the Information Requests. Chrysler also objects to the extent that an answer or response would require Chrysler to provide information or documents which are subject to the attorney-client privilege or other privilege, or which constitute protected attorney work-products, or which otherwise are not discoverable. Finally, Chrysler objects to the extent that Instruction 8 requires the production of documents, the veracity of which cannot be confirmed by Chrysler. Requiring the production of such documents is tantamount to requiring Chrysler to provide a speculative response.

8. Chrysler objects to any attempt by EPA to create a continuing duty for Chrysler to supplement its response as in Instruction 12 on the grounds that such a requirement exceeds the statutory authority of CERCLA. Without waiving its objection,

however, if Chrysler becomes aware of any information that demonstrates its response was incorrect when made, though believed to have been correct when made, then Chrysler will voluntarily supplement its response.

ANSWERS

> **Request No. 1:** Identify all persons consulted in the preparation of each and every answer to these Information Requests.

Answer: All people who were consulted are listed in answer no. 9, with the exception of: Michael Grice, Chrysler General Counsel's Office, 12,000 Chrysler Drive, Highland Park, Michigan; and Eric L. Lohrenz and Jane E. Montgomery, Schiff Hardin & Waite, 7200 Sears Tower, Chicago, IL 60606.

> **Request No. 2:** Identify all documents consulted, examined, or referred to in the preparation of the answers to these Requests and provide copies of all such documents.

Objection: Chrysler is a defendant in a pending civil action captioned City of Toledo v. Allied-Signal, Inc., et al., Case No. 3:90 CV 7140 (N.D. Ohio), and therefore objects to Information Request No. 2 to the extent it seeks information protected by the attorney work-product or attorney-client privileges, which privileges are established pursuant to 28 U.S.C. § 2072, other statutory and common law. Chrysler further objects to Information Request No. 2 to the extent such request conflicts with the privileges and protections granted to Chrysler under the rules established pursuant to 28 U.S.C. § 2072. Some of the documents protected by the attorney work-product and attorney-client

privileges are maintained by joint defense counsel at the law office of Fuller & Henry, 17th Floor, One Seagate, Toledo, Ohio.

Answer: Without waiving the foregoing objection: 1. American Motors Corporation's 103(c) notifications in 1981 regarding the Stickney Avenue and North Cove landfills. These notifications have already been provided to EPA.

2. Documents collected in American Motors Corporation's responses to the 104(e) requests submitted in July 1984 for the Stickney Avenue and North Cove landfills. Such information has already been provided to EPA.

3. "The Toledo Assembly Plant Production History Report, Vehicle Production by Model, 1941 through 1990," compiled by John Latham, Vehicle Scheduling. August 22, 1990 (attached).

4. Chrysler Corporation Annual Reports 1987 through 1991 and Form 10K 1992 (attached).

> **Request No. 3:** If Respondent has reason to believe that there may be persons able to provide a more detailed or complete response to any Information Request or who may be able to provide additional responsive documents, identify such persons.

Objection: See General Objection No. 6.

Answer: Without waiving the foregoing objection, none.

> **Request No. 4:** List the EPA Identification Numbers of the Respondent if applicable.

Objection: See General Objection No. 6.

Answer: Without waiving the foregoing objection: Kaiser-Jeep Plant No. 1, 940 North Cove Blvd., Toledo, Ohio 43657, OHD 048784862

Kaiser-Jeep Plant No. 2, 4000 Stickney Avenue, Toledo, Ohio 43657, OHD 048784920

Request No. 5: Identify all end-products (including trade names if appropriate) produced, formulated, processed, manufactured, or otherwise created by each of Respondent's companies, subsidiaries, parent corporations, predecessors, successors, and/or other business entities that generated, used, transported, treated, stored, disposed or otherwise handled hazardous substances, pollutants or contaminants, or solid wastes that may have went to the Site between 1950 and 1980.

ANSWER: The two Jeep Eagle plants in Toledo produced the following types of vehicles:

Military and Commercial Jeeps
The XJ Utility
- Jeep Cherokees
- Jeep Wagoneers

The MJ Pickup Truck
- Jeep Comanche

The SJ Senior Jeep
- Jeep Grand Wagoneer

Kaiser-Jeep Specials

In addition, identify the following:

a. the chemical content, characteristics and physical state (e.g., solid, liquid) of each end-product;

ANSWER: Automobiles.

b. the dates during which each end-product was produced, formulated, processed, manufactured, or otherwise created by Respondent;

ANSWER: Automobiles were being produced at these sites throughout the relevant time period.

c. the quantities produced of each end-product:

ANSWER:

Year	Volume	Year	Volume	Year	Volume
1950	30,358	1960	64,824	1970	45,340
1951	53,438	1961	31,428	1971	40,179
1952	69,765	1962	44,928	1972	57,505
1953	87,601	1963	33,748	1973	75,326
1954	69,805	1964	57,156	1974	96,713
1955	80,953	1965	49,336	1975	103,201
1956	64,905	1966	48,223	1976	102,451
1957	58,973	1967	50,491	1977	128,176
1958	44,640	1968	83,083	1978	155,049
1959	61,838	1969	64,914	1979	204,553

d. the manufacturing process(es) that generated each end-product. If any such manufacturing or other process has changed or been modified or altered during the period 1950 to 1980, indicate the date and manner of such change, alteration or modification;

ANSWER: Processes which did or may have taken place at the Toledo Jeep facilities include pressing body parts, finishing body parts, painting and trimming body parts, assembling chassis, and final assembly of vehicles. Processes changed over time in order to increase efficiency and to meet all applicable environmental and health and safety requirements.

e. the wastes or waste byproducts created during or as a result of each of the manufacturing processes listed in the answer to subpart d) above.

ANSWER: The wastes from the above processes include or may have included:

general refuse
cardboard
paper
cloth
wood
rubber
plastics
oils
flammable liquids
residues and tars
oily wastewaters
inert solids
cans, bands, etc.
special wastes

Request No. 6: Identify all hazardous substances, pollutants or contaminants and/or solid wastes purchased, produced, formulated, processed, used, or otherwise handled by each of Respondent's companies, subsidiaries, parent corporations, predecessors, successors, and/or other business entities that generated, used, transported, treated, stored, disposed or otherwise handled hazardous substances, pollutants or contaminants, or solid waste that may have went [sic] to the Site between 1950 and 1980. In addition, identify the following:

a. the chemical composition, characteristics and physical state (e.g., solid, liquid) of each hazardous substance, pollutant or contaminant, or solid waste;

b. the dates during which each hazardous substance, pollutant or contaminant, or solid waste was purchased, produced, formulated, processed, used or otherwise handled by Respondent;

c. the quantities of each hazardous substance, pollutant or contaminant, or solid waste;

d. how such hazardous substances, pollutants or contaminants, or solid wastes were acquired by Respondent;

e. the manufacturing process that generated and/or used each hazardous substance, pollutant or contaminant, or solid wastes. If any such manufacturing or other process has changed or been modified or altered during the period 1950 to 1980, indicate the date and manner of such change, alteration or modification;

f. the wastes or waste byproducts created in association with the use of such hazardous substance, pollutant or contaminant;

g. the storage and disposal procedures and/or methods used for such hazardous substance, pollutant or contaminant, or waste or waste byproduct identified above.

Objection: See General Objection No. 6.

Answer: Without waiving the foregoing objection and to the best of Chrysler's knowledge, no hazardous materials ever were transported to the Site, with the possible exception of materials removed from the North Cove landfill by the Ohio Department of Transportation (ODOT) and allegedly transported by ODOT to the Dura Avenue landfill about 1971 and 1972 during the construction of I-75.

Since Jeep was not involved in the trans-shipment of wastes from North Cove to Dura Avenue, Chrysler has no knowledge of the composition of such wastes and, consequently, no information as to what process within its facilities may have generated the wastes or the manner in which they came to be located at North Cove in the first place.

Jeep may have disposed of general refuse probably consisting of paper, packaging, cardboard, banding, and wood materials at the Dura Avenue Landfill. However, Chrysler has information that substantially all of this waste was disposed at the Stickney Avenue Landfill until that site was closed in 1966, and, in 1969, a document indicates that all of its solid waste was being transported to a landfill other than Dura. North Cove 104(e) response at NC160. Therefore, at most, general refuse from Jeep

may have been transported to the Site in 1967 and 1968. Additionally, since the Site closed in 1968 to industrial users, none of Jeep's solid waste would have been sent to the Site after 1968.

> **Request No. 7**: Identify the acts or omissions of any person, other than Respondent's employees, contractors, or agents, that may have caused the release or threat of release of hazardous substances, pollutants, or contaminants at the Site, and damages resulting therefrom.

Objection: Chrysler objects to this request to the extent it is intended or construed by any person or entity to be an admission that the acts or omissions of Jeep's employees, contractors, or agents caused a release or threat of release of hazardous substances, pollutants or contaminants at the Site. However, should it be determined by a judicial or similar body that agents, contractors or employees of Jeep caused or contributed to a release or threat of release of hazardous substances, contaminants or pollutants at the Site, nothing in this response is intended or shall be construed as a waiver of any rights of contribution, indemnification or other recovery that may exist in law or equity against such agent, contractor or employee. Chrysler further objects to this request to the extent that it is intended or deemed to serve as an admission that there are any "damages" associated with the Dura Avenue Landfill. Given that U.S. EPA is only initiating a basic fact-finding inquiry, it is premature and beyond the authority of U.S. EPA to make the legal conclusion that there are any "damages" associated with the Dura Avenue Landfill. See also General Objection No. 6.

Answer: Without waving the foregoing objections, Chrysler states that, upon information and belief, the City of Toledo opened Dura as a public landfill in 1952, accepting various wastes including wastes from industry in and about the Toledo area. In June 1968, the City of Toledo closed Dura to industrial waste but continued to operate Dura as a solid waste landfill facility. In 1975, Dura was converted by the City to the exclusive use of the City for disposal operations until June 1980. From 1952 to the present, Dura has been used, owned or operated by the City of Toledo.

The uncontroverted facts show that the City of Toledo has yet to comply with Ohio's landfill closure laws despite constant reminders from the State over the last thirteen years. In particular, the City has failed to stop or contain the flow of leachate from Dura as required by state law. See O.A.C. ch. 3734; O.A.C. ch. 3745-27. When the City discontinued waste disposal operations at Dura in 1980, the City failed to properly close the facility as required by O.A.C. 3745-27-10.[1]

Ohio EPA recognized the City's failure to comply with Ohio law shortly after operations at Dura were terminated by the City. The City, however, failed to take any action. As a result, erosion and leachate problems at Dura remained uncorrected by the City. These problems were called to the City's attention on April 8, 1983;

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[1] O.A.C. §3745-27-10 as effective July 29, 1976, provided the requirement applicable to the closure of sanitary landfills like Dura. Current closure requirements are codified at O.A.C. §3745-27-11.

May 31, 1983; October 6, 1983; January 25, 1985; and October 24, 1986. The U.S. EPA also cited the City's failure to prevent erosion and leachate into the Ottawa River in a 1979 inspection of Dura. (Documents supporting these facts are maintained by Ohio EPA as part of the public record.)

For more than a decade, Ohio EPA has provided the City of Toledo with notice that Dura has not been operated and closed in accordance with State law. Citing erosion, leachate and lack of cover as the main areas of concern, Ohio EPA repeatedly told the City of Toledo to comply with the requirements of Ohio law regarding landfill closure. During a series of exchanges between the City and Ohio EPA in the early 1980's, constant reference was made by Ohio EPA to the City's need to fulfill the obligations of O.A.C. §3745-27-10, "Landfill Closure." Ohio EPA noted that a proper cap would resolve the leachate problems and recommended terracing the landfill to prevent further erosion and leachate development. Ohio EPA has explicitly recognized that leachate emanating from Dura was solely attributable to the City's failure to conform to Ohio's landfill closure requirements. Within two years of the cessation of operations at Dura, Ohio EPA noted "leachate was draining out in a <u>number</u> of areas."[2] According to O.A.C. §3745-27-10 (H), effective as of July 29, 1976, "[i]f within three years [after closing] leachate is detected on the site or is draining from the site in such quantities that the Director or his

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[2] Letter dated January 11, 1983, from Ohio EPA to City of Toledo Dept. of Health which is maintained as part of the public record by Ohio EPA.

authorized representative believes that a substantial threat of water pollution exists . . . leachate shall be contained on site . . . or collected and transported from the site . . ." by the operator.[3]

Recognizing that the City was the responsible party for addressing leachate concerns, Ohio EPA repeatedly warned the City of its obligation to abide by its statutory and regulatory obligations. In a January 11, 1983, letter to the City of Toledo Health Department, Ohio EPA specifically noted that Dura had: (1) been closed for approximately two years; (2) seriously eroded; and (3) drained leachate in a number of areas.[4] Ohio EPA additionally noted that an adequate cover had not been established as required by rule and that a vegetative cover needed to be planted to prevent erosion. Ohio EPA specifically recommended enforcement of O.A.C. §3745-27-10 regarding the closure of Dura.[5] Despite repeated requests that the City comply with the landfill closure regulations and the warnings that the City had an urgent need to control the flow of leachate from Dura, the City took absolutely no <u>affirmative</u> action.

Perhaps one of the more significant warnings directed to the City from Ohio EPA came on April 13, 1984, nearly four years <u>after</u>

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[3] "Operator" was defined as the "the person responsible for <u>direct</u> control of operations at [the] solid waste facility," in this case, the City. See O.A.C. §3745-27-01 (O) (as effective July 29, 1976).

[4] This document is maintained by Ohio EPA as part of the public record on Dura.

[5] <u>Id</u>.

Dura had closed. Again Ohio EPA noted that Dura was in need of "compliance with the closure regulations by regrading, establishing terraces with water ways and seeding to a cover crop to prevent erosion."[6]

O.A.C. §3745-27-14 places the responsibility of post-closure care of Dura solely on the City of Toledo for a minimum of thirty years after closure.[7] Specifically, the City is required at a minimum to: 1) operate and maintain a leachate management system; 2) operate and maintain a surface water management system; 3) operate and maintain an explosive gas monitoring system; 4) operate and maintain a groundwater monitoring system; and 5) maintain the integrity and effectiveness of a cap system.[8] In essence, as a matter of state law and regulation, the City as owner and permitted operator of Dura is required to prevent the release or threat of release of any substance from Dura. As the facts clearly indicate, the omissions and failure to take actions required by state law by the City are the cause of any release or threat of release that U.S. EPA is now investigating at the Dura Avenue Landfill.

> **Request No. 8:** Identify all persons or businesses who are or may be responsible for the liabilities of the Respondent arising from or relating to the release or threatened release of hazardous substances or materials

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[6] Letter from Ohio EPA dated April 13, 1984, to City of Toledo Department of Health maintained by Ohio EPA as part of the public record.

[7] O.A.C. §3745-27-14 (A) states that, for a landfill closure that is completed on or after March 1, 1987, the owner or operator shall conduct post-closure care for a minimum of thirty years.

[8] O.A.C. §3745-27-14.

or solid wastes at the Site, including but not limited to successors and individuals.

Objection: See General Objection No. 6.

Answer: For the reasons stated in the answer to No. 7, the City is responsible for costs associated with remediating the Site.

During the construction of I-75 over the North Cove landfill, wastes of unknown quantity and types originally disposed by Jeep allegedly were moved from the North Cove landfill, the site of original disposal, to the Site by ODOT personnel or their contractors. If such a trans-shipment occurred, ODOT made all decisions concerning and controlled the movement of substances removed from the North Cove landfill and transported to the Dura Avenue Landfill. Such acts directly intervened between Jeep's acts of disposal, and were uncontrolled and uncontrollable by Jeep.

Benton's Village Sanitation hauled solid wastes for Jeep; however, Chrysler has no information that defines a time period during which it was under contract for Jeep except for the years 1969 and 1970. If Benton's disposed of Jeep solid waste at the Dura Avenue landfill, it chose that site for disposal. Jeep had no control over and no knowledge of where Benton's disposed of its solid wastes.

Any other transporters which Jeep may have used during this time period chose the site for disposal without consulting Jeep. Therefore, if a transporter picked up Jeep waste and disposed of it at the Dura Avenue landfill, that hauler is liable as a transporter under CERCLA.

Request No. 9: Identify all persons, including Respondent's employees, having knowledge or information

about the generation, use, transportation, treatment, storage, disposal or other handling of materials, hazardous substances, pollutants or contaminants, or solid wastes at or to the Site by you, your contractors, or by prior owners and/operators.

Objection: See General Objection No. 6. Nothing in the following answer is intended as an admission that hazardous substances, pollutants, contaminants, or solid wastes were disposed at the Site by Jeep, its contractors, or by prior owners and operators of the Jeep facilities.

Answer: Without waiving the foregoing objection:

James Carlson: Manager, Facilities Deactivation.

Kent Clem: Production Engineering Manager, Toledo Jeep No. 1.

Clem Potelunas: Former environmental specialist; now at Cousins Engineering.

John Phelps: Former Director of Environmental Management at AMC, Manager, Superfund at Chrysler; now at Ford Motor Co.

Steve Corney: Former Manager of Environmental Affairs at North Cove and Manager of Industrial Affairs, Corporate; now at McLaren Hart.

Ron Szamanski: Hourly employee; currently cleans paint booths.

J. Edward Jones: Engineer and fire marshall; retired.

Marilyn Bladel: Environmental specialist, employed at Toledo Jeep Plant No. 1 for the last 10 years.

Edward Bub: Former supervisor of plant engineering and plant engineer (1959 - 1983); retired.

Richard Schenkel: Former supervisor of environmental affairs for AMC (1975 - 1988); retired.

Fred Hojnacki: Former plant engineer (1943 - 1990); retired.

Request No. 10: Did you ever use, purchase, store, treat, dispose, transport or otherwise handle any hazardous substances or materials or solid wastes at or to the Site?

If the answer to the preceding question is anything but an unqualified "no", identify:

a. the hazardous substance, material, or solid waste;

b. the chemical composition, characteristics, physical state (e.g., solid, liquid) of each hazardous substance, material, or solid waste;

c. who supplied you with such hazardous substance, material or solid waste;

d. how such hazardous substance, material or solid waste was used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;

e. when such hazardous substance, material or solid waste was used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;

f. where such hazardous substance, material or solid waste was used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you; and

g. the quantity of such hazardous substance, material or solid waste was used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you.

Objection: See General Objection No. 6. Nothing in the following answer is intended as an admission that hazardous substances, pollutants, contaminants, or solid wastes were disposed at the Site by Jeep, its contractors, or by prior owners and operators of the Jeep facilities.

Answer: Chrysler has no knowledge that it or any of its employees or contractors ever used, purchased, stored, treated, disposed, or transported any hazardous materials or substances to the Site. Jeep may have transported or had transported solid waste

such as cardboard, wood, banding, and other packaging materials to the Site in 1967 and 1968 after the Stickney Avenue landfill was filled and before 1969 when interoffice correspondence of Jeep indicates that all its solid waste was being hauled by Benton's Village Sanitation and was disposed at a site other than Dura. Jeep's liquid wastes, principally oils, solvents, and sludges, were known not to have been disposed at Dura at least through the early 1970s.

> **Request No. 11:** Identify all persons, including, but not limited to the Respondent, who may have arranged for disposal or treatment or arranged for transportation for disposal or treatment of Respondent's hazardous substances, materials, or solid wastes at or to the Site.
>
> In addition, identify the following;
>
> a. the hazardous substance or material or solid waste;
>
> b. the chemical composition, characteristics, physical state (e.g., solid, liquid) of each hazardous substance or material or solid waste;
>
> c. the process for which each hazardous substance or material or solid waste was used or the process which generated the hazardous substance or material or solid waste;
>
> d. the person(s) with whom Respondent or such other persons made arrangements for disposal or treatment or transportation for disposal or treatment of hazardous substances or materials or solid wastes.
>
> e. the nature and extent of each arrangement that existed between Respondent and each such person;
>
> f. the time period during which each arrangement existed between Respondent and each such person;
>
> g. where such hazardous substance or material or solid waste was used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
>
> h. the date of every transaction on which each hazardous substance or material or solid waste was so

transported to or accepted for transport at or to the Site;

i. the quantity (weight or volume) of such hazardous substance or material or solid waste involved in each transaction and the total quantity for all transactions;

j. all tests, analyses, and analytical results concerning the hazardous substances, materials or solid waste;

k. the amount paid in connection with each transaction, the method of payment, and the identity of the person making the payment;

l. the person(s) who selected the Site as the place where the hazardous substances, materials or solid would be disposed;

m. where the person identified in subpart (l) above, intended to have such hazardous substances, materials or solid waste transported and all evidence of this intent;

n. whether the hazardous substances, materials or hazardous waste involved in each transaction were transshipped through, or were stored or held at, any intermediate site prior to final treatment or disposal;

o. what was actually done to the hazardous substances, materials or solid wastes once they were brought to the Site;

p. the final disposition of each of the hazardous substances, materials or solid waste involved in such transactions;

q. the measures taken by Respondent to determine the actual methods, means, and site of treatment or disposal of the hazardous substances, materials or solid waste involved in each transaction;

r. the type and number of containers in which the hazardous substances, materials or solid waste were contained when they were accepted for transport, and subsequently until they were deposited at the Site, and all markings on such containers;

s. the price charged for transport and/or disposal per drum, barrel, container, load (or whatever unit used) of hazardous substance or material or solid waste brought to the Site.

Objection: See General Objection No. 6. Nothing in the following answer is intended as an admission that hazardous substances, pollutants, contaminants, or solid wastes were disposed at the Site by Jeep, its contractors, or by prior owners and operators of the Jeep facilities.

ANSWER: Without waiving the foregoing objection, Jeep's only connection with the Site is because of ODOT's alleged trans-shipment of wastes from the North Cove landfill to the Site, as noted above in the answer to No. 8. ODOT would have arranged for the disposal and arranged for the transportation of or transported the North Cove materials to the Site. Jeep had no part in any of these decisions or actions.

Jeep self-hauled all of its liquid wastes at least through 1970 and has information that these wastes were consistently taken to a different location.

Jeep contracted with Benton's Village Sanitation in at least 1969 and 1970; Benton's took the wastes to a site other than Dura in 1969 and 1970.

> **Request No. 12:** Produce all documents relating to the transportation, delivery, treatment, storage, disposal, or handling of materials, hazardous substances, pollutants or contaminants, or solid waste at or to the Site, including but not limited to the following:
>
> a. manifests, shipping records, logs or other records regarding the transportation, delivery, shipment, disposal or handling of hazardous substances, materials or solid wastes to at the Site;
>
> b. All invoices, evidence of payment, and other records relating to billing for the transportation, delivery, shipment, disposal or handling of hazardous substances, materials or solid waste to or at the Site.

Objection: Chrysler is a defendant in a pending civil action captioned City of Toledo v. Allied-Signal, Inc. et al., Case No. 3:90 CV 7140 (N.D. Ohio), and therefore objects to Information Request No. 12 to the extent it seeks information protected by the attorney-client or attorney work-product privileges, which privileges are established pursuant to 28 U.S.C. § 2072, other statutory and common law. Chrysler further objects to Information Request No. 12 to the extent such request conflicts with the privileges and protections granted to Chrysler under the rules established pursuant to 28 U.S.C. § 2072. Some of the documents protected by the attorney work-product and attorney-client privileges are maintained by joint defense counsel at the law office of Fuller & Henry, 17th Floor, One Seagate, Toledo, Ohio.

Answer: As stated above, Chrysler has no information indicating that any of its waste materials were disposed at the Site, and nothing in this answer is intended as an admission that hazardous substance, pollutants, contaminants, or solid wastes were disposed of or transported to the Site by Jeep, its contractors, or by prior owners and operators of the Jeep facilities. To the extent that Chrysler is unsure of where Jeep's solid waste was disposed in 1967 and 1968, Chrysler has no documents responsive to this request.

> **Request No. 13:** Identify all liability insurance policies held by Respondent from 1950 to 1980. In identifying such policies, state the name and address of each insurer and of the insured, the amount of coverage under each policy, the commencement and expiration dates for each policy, whether the policy contains a "pollution exclusion" clause, and whether the policy covers or excludes sudden, non-sudden or both types of accidents. In lieu of providing this information, Respondent may

submit complete copies of all relevant insurance policies.

Objection: No statutory authority exists for this request.

Answer: To the extent the request for insurance policies is authorized, Chrysler will produce the policies for inspection and copying at Chrysler Corporation, 12000 Chrysler Drive, Highland Park, Michigan.

Request No. 14: Provide copies of all income tax returns sent to the Federal Internal Revenue Service in the last five years.

Objection: Chrysler objects to the production of tax returns.

Answer: In place of tax returns, Chrysler attaches annual reports for the years 1987 - 1991 and a Form 10K for the year 1992. These reports contain information concerning the taxable income and the taxes paid by Chrysler.

Request No. 15: If Respondent is a Corporation, respond to the following requests:

a. provide a copy of the Articles of Incorporation and By-Laws of the Respondent.

Objection: Chrysler objects to producing such documents because they are irrelevant and, because of the numerous mergers and acquisitions involving the Toledo Jeep facilities, complying with the request would be unduly burdensome.

b. provide Respondent's financial statements for the past five fiscal years, including, but not limited to those filed with the Internal Revenue Service.

ANSWER: Annual reports for the years 1987 - 1991 and a 10K for the year 1992 have been attached.

c. identify all of Respondent's current assets and liabilities and the persons who currently own or are responsible for such assets and liabilities.

Objection: Responding to this request is unduly burdensome for Chrysler.

Answer: Without waiving the foregoing objection, the attached annual reports for the years 1987 - 1991 and the 10K for the year 1992 list some of the information requested.

Request No. 16: If Respondent is a Partnership, provide copies of the Partnership Agreement.

Answer: Not applicable.

Request No. 17: If Respondent is a Trust, provide all relevant agreements and documents to support this claim.

Answer: Not applicable.

VERIFICATION

I, A. E. Micale, state that, based on information provided by people knowledgeable with this matter, a diligent record search has been completed in order to answer these information requests. I further state that present and former employees who may have knowledge of the operations, hazardous substance use, storage, treatment, release, spills, disposal, or handling practices at the Jeep Toledo facilities from 1950 to 1980 have been interviewed to the extent that they have been identified and located.

A. E. Micale

A. E. Micale

Title: Assistant Secretary

Address: 12000 Chrysler Drive

Highland Park, MI 48288-1919

Subscribed and sworn to
before me this 29th day
of March, 1993.

Charlene Tenbusch

Notary Public
CHARLENE TENBUSCH
Notary Public, Macomb County, Michigan
Acting in Wayne County, Michigan
My Commission Expires June 24, 1996

3621MWG/pl