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U.S. EPA
CERCLA SECTION 104(e)
INFORMATION REQUEST

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Please note: This Information Request includes instructions for responding to this request and definitions of words such as "Respondent," "Property," "Material," "Identify," and "Investigation Area" used in the questions. Please provide responses to all the questions in this Information Request for each Property identified in response to Question 4 of Section 2.0, when appropriate. You must answer the Questions in this Information Request related to properties or facilities outside the Investigation Area if Question 4, Section 2.0 specifically instructs you to do so. For each response clearly identify the Property or Properties to which the response applies.

BACKGROUND

By way of background information, Beazer was formerly known as Koppers Company, Inc. ("KCI"). Throughout this response, Beazer therefore uses the names Beazer and KCI interchangeably, depending on dates of reference. KCI ceased conducting chemical and allied products ("CAP") operations in December 1988, following its acquisition by another company. Accordingly, KCI did not conduct any operations in the Investigation Area after December 1988. Beazer has no employees and manages, through Three Rivers Management, Inc., the historical contingent liabilities associated with the pre-1989 CAP operations of KCI and certain of its subsidiaries. While Beazer conducted a search of its historic business records for documents responsive to the Request, due to the passage of time and other events and occurrences, there are limited records in Beazer's possession that contain information relevant or responsive to USEPA's Request. Nevertheless, within the time frame provided for responding to the Request, Beazer has made a reasonable effort to provide full and fulsome responses to the USEPA's requests based upon information contained in Beazer's business records.

With respect to the Northwest Terminal parcel, while Beazer objects to the USEPA's various instructions and definitions with respect to the identification of specific documents and

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sources of information as being overly burdensome and duplicative, Beazer has compiled responsive documents into the following categories:

1) Environmental Permits (with the exception of NPDES) NWT000001-49;

2) Sewers/NPDES/Outfalls/Stormwater NWT000050-001669;

3) Waste Treatment/Waste Disposal/Solid Wastes NWT001670-1845;

4) Plant Design and Operation NWT001846-2004;

5) NOVs, Citations, etc. NWT002005-2118;

6) Air Issues NWT002119-2268;

7) Leases & Easements NWT002269-2310;

8) Release Incidents NWT002311-2387;

9) Dock Activities NWT002388-2421;

10) Environmental Investigation & Data NWT002422-3735; and

11) Miscellaneous NWT003736-3752.

Documents containing more than one type of responsive information have been placed into the folder judged to be most pertinent. Beazer is producing a CD-ROM with PDF images of the documents sorted into the referenced categories. While Beazer's responses are based upon its reasonable review of all the documents being produced, Beazer has attempted, where appropriate, to identify the above-described document folder or folders which may contain information responsive to the USEPA's specific requests.

GENERAL OBJECTIONS

1. Beazer objects to USEPA's statement "Incomplete, evasive or ambiguous answers shall constitute failure to respond . . . ." Beazer has no way to determine in advance which types

of answers USEPA will deem to be incomplete, evasive or ambiguous. Beazer will make a good faith effort to provide complete, forthright and unambiguous answers.

2. Beazer objects to USEPA's statement that "regardless of the assertion of any privilege, any facts contained in the document which are responsive to the Information Request must be disclosed in your response . . . ," as contrary to law. Attorney-client privileged communications do not lose their privileged status because they contain factual information, and the entirety of any privileged communication is protected from disclosure, even the factual information contained therein. Beazer will make a good faith effort to disclose relevant facts within its possession.

3. Beazer objects to USEPA's definition of the terms "you" and "Beazer" as vague, ambiguous, overly-broad, unduly burdensome and oppressive.

4. Beazer objects to USEPA's definition of "business activities" as overly-broad, unduly burdensome and oppressive.

5. Beazer objects to USEPA's definition of the term "material" on the grounds that it includes "all raw materials, commercial products, wastes, oil, petroleum, chemicals, substances or matter of any kind." This definition is so vague, ambiguous, overly-broad and unduly burdensome that it could be interpreted to mean literally anything. As such, it is not possible for Beazer to provide responses which take this definition into account. Beazer will make a good faith effort to disclose relevant facts within its possession.

6. Beazer objects to USEPA's definition of "Property(ies)" on the grounds that it includes "personal property" that KCI currently or formerly "leased, managed, operated on, had an easement on or otherwise had an affiliation with" and also includes such "Property(ies) outside the

investigation area." As such, the definition is vague, ambiguous, overly-broad and unduly burdensome. Answers in this Response are limited to immoveable property and fixtures thereon.

PRELIMINARY STATEMENT

Northwest Terminal

As set forth in more detail below, KCI leased a 7.6-acre parcel of property from the Northwest Natural Gas Company ("Gasco") from 1965 through 1988, which is referred to herein as the Northwest Terminal. For at least 60 years prior to 1965, the full 85-acre property and facilities on and surrounding the Northwest Terminal had been used by Gasco to distill coal into coke, to manufacture gas, and to produce other coking-related materials such as light oil and tar. For decades Gasco operated its facilities without restriction by environmental, sanitary and health-related laws. During the early decades of its operations, Gasco discharged wastes containing high levels of PAHs and other chemicals directly to the Willamette River. Later, Gasco disposed of tar and other process wastes in enormous waste pits and ponds on its property. Significantly, the pond sediments were mixed with river dredge spoils and spread by bulldozer as fill material throughout the full site. Also prior to 1965, Gasco demolished much of its former coking-related facilities, in the process of which vast amounts of waste materials were spread around the property and used for fill. By the time KCI began its leasehold in 1965, the Northwest Terminal and the surrounding property were already heavily contaminated by multiple decades of use and abuse by Gasco. Gasco was fully aware of the nature and extent of activities conducted by KCI during its leasehold, and Gasco received financial and other benefits from the lease arrangement.

Responsible effluent waste-handling and other environmental control processes were consistently part of KCI's operations from the commencement of its activities at the Northwest Terminal in 1965. Indeed, even before its operations commenced, KCI's environmental and

process engineers, hand-in-hand with the Oregon State Sanitary Authority, designed and constructed an elaborate and 95% effective separator and biological degradation system to treat process waters produced at the Northwest Terminal. That state-approved system was operated from the commencement of KCI's activities until KCI ceased manufacturing operations in approximately 1973. KCI also operated the Northwest Terminal pursuant to several environmental permits, including an early Oregon Waste Discharge Permit and a NPDES permit for its treated effluent and an air permit for its emissions. KCI substantially complied with all of the limitations and conditions imposed by its environmental permits. At all times, KCI conducted its activities at the Northwest Terminal in an environmentally responsible manner and, in fact, was ahead of the curve in both environmental awareness and compliance. Independent company environmental and research group oversight was available and used at the Northwest Terminal during this time period.

Beazer understands that the immediate focus of the USEPA's efforts is on conditions on and immediately adjacent to the Willamette River. KCI's activities near the River were very limited, as was its ability to impact conditions in the River. The Northwest Terminal was located almost 2,000 feet from the River itself, and Gasco's heavily-contaminated property and the former Gasco tar ponds, were situated between the leased Northwest Terminal and the River. KCI had limited permission to use, along with other companies, a dock owned and controlled by Gasco, but KCI used the dock only a limited number of times during the earliest years of its operations to unload raw materials, and then only in conjunction with an environmental control and containment system designed and constructed by KCI.

KCI exited the Northwest Terminal in 1988, and assigned its lease to Koppers Industries, Inc. ("KII"). KII, now known as Koppers Inc., continues to conduct operations on the former

Northwest Terminal site. On information and belief, Gasco has leased or sold much of the property surrounding the Northwest Terminal that was formerly associated with Gasco's coking and gas production operations, and those properties are being used for various industrial operations.

Time Oil

Beazer's involvement with Time Oil

From 1967 until 1983, Koppers Company, Inc. ("KCI"), now known as Beazer East, Inc. ("Beazer") was a customer of Time Oil Co., ("Time Oil") at Time Oil's site (the "Time Oil Site" or the "Site") at 103050 Time Oil Road (formerly 12005 Burgard Road) in Portland, Oregon. The Time Oil Site is located adjacent to, but not in, the Portland Harbor. Time Oil's main business at the site was receiving, storing and shipping millions of gallons of petroleum, jet fuel, alcohol and related products. As a side business, Time Oil operated as a toll formulator of chemical products. Pursuant to an agreement between KCI and Time Oil, Time Oil mixed a wood preservative product for KCI at the Time Oil Site.

KCI did not own or operate the Time Oil Site, and did not arrange for the disposal of hazardous substances there. KCI was Time Oil's customer, nothing more. As a result of Time Oil's poor housekeeping practices and mishandled early remedial efforts, the Time Oil Site became heavily contaminated with petroleum, PCBs, pentachlorophenol and other substances. KCI had neither control over nor the right to control Time Oil's polluting activities or its investigation and remediation.

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In 1999, Time Oil sued Beazer under, *inter alia,* CERCLA (42 U.S.C. § 9601, *et seq.*), seeking to force Beazer to contribute to its clean-up costs at a small portion of the Site. Rather than litigate first and clean up later, and while preserving its vehement dispute over its alleged

legal liability for Site-related costs, Beazer began to work with Time Oil and to contribute money and expertise to Time Oil's clean-up effort. Beazer eventually settled with Time Oil, the lawsuit went away, and no admissions of liability were ever made. Beazer understood that the Site was adjacent to the Portland Harbor, and that remediating the Site would eliminate a potential source of contamination to the Harbor. Beazer and Time Oil have spent millions of dollars investigating and cleaning up the small portion of the Site where Time Oil conducted the operations associated with its contract with KCI. More than a quarter century after Time Oil first acknowledged contamination at this portion of the Site, cleanup is nearly complete.

KCI knew very little about Time Oil's activities at the Site during the term of its customer relationship with Time Oil. Both before and during Time Oil's lawsuit against Beazer, however, Time Oil sent documents to KCI and Beazer regarding the Site and Time Oil's investigation and remediation efforts. Beazer has also obtained information regarding the Site from Oregon DEP and USEPA through Freedom of Information Act requests and through Beazer's participation in the Blue Water Group. Almost all of the information contained in the following responses comes from documents KCI and Beazer received from Time Oil and others after the mid-1980s.

INFORMATION REQUEST QUESTIONS

Section 1.0 Respondent Information

1. Provide the full legal, registered name and mailing address of Respondent.
   Beazer East, Inc. c/o Three Rivers Management, Inc., One Oxford Centre, Suite 3000, Pittsburgh, PA 15219.

2. For each person answering these questions on behalf of Respondent, provide:

   a. full name;

      Anthony G. Hopp (answers relating to Time Oil),
      Timothy C. Wolfson (answers relating to the Northwest Terminal), and

Charles E. McChesney (answers relating to Respondent Information, Corporate Information and Compliance with this Request);

b. title;

c. business address; and

Anthony G. Hopp, Wildman, Harrold, Allen & Dixon, 225 West Wacker Drive, Chicago, Illinois 60606-1229,
Timothy C. Wolfson, Babst, Calland, Clements and Zomnir, P.C., Two Gateway Center 8th Floor, Pittsburgh, PA 15222,
Paul S. Kline, Esq., Environmental Counsel, Three Rivers Management, Inc., for Beazer East, Inc., One Oxford Centre, Suite 3000, Pittsburgh, PA 15219

d. business telephone number, electronic mail address, and FAX machine number.

Anthony G. Hopp: (312) 201-2537; fax (312) 201-2555; hopp@wildman.com
Timothy C. Wolfson: (412) 394-6536; fax (412) 586-1058; twolfson@bccz.com
Paul S. Kline: (412) 208-8843; fax (412) 208-8803, paul.kline@hanson.biz.

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3. If Respondent wishes to designate an individual for all future correspondence concerning this Site, please indicate here by providing that individual's name, address, telephone number, fax number, and, if available, electronic mail address.

Paul S. Kline, Esq., Environmental Counsel, Three Rivers Management, Inc., for Beazer East, Inc., One Oxford Centre, Suite 3000, Pittsburgh, PA, 15219, 412-208-8843, 412-208-8803, paul.kline@hanson.biz.

Section 2.0 Owner/Operator Information

4. Identify each and every Property that Respondent currently owns, leases, operates on, or otherwise is affiliated or historically has owned, leased, operated on, or otherwise been affiliated with within the Investigation Area during the period of investigation (1937 - Present). Please note that this question includes any aquatic lands owned or leased by Respondent. Additionally, provide any and all information regarding any association you have or had with parcels owned or formerly owned by Northwest Natural Gas Company or its predecessors.

RESPONSE: Beazer objects to the terms "operated on," "otherwise affiliated with," and "association" on the grounds that they are so vague and ambiguous that Beazer does not know what meaning USEPA attaches to them.

Northwest Terminal

Beazer has never owned any real property within the Investigation Area, and has never operated on any real property within the Investigation Area other than the lease by KCI from Gasco of three contiguous parcels totaling approximately 7.6 acres located at 7540 N.W. St. Helens Road in Portland (i.e, the Northwest Terminal) during the time period from August 1965 to December 1988. The Northwest Terminal is believed to be the former site of a light oil manufacturing plant operated by Gasco prior to 1965 in conjunction with adjacent coking and manufactured gas operations. Tankage and other facilities within the premises leased by KCI were originally part of a former light oil plant associated with Gasco, and continued to be owned by Gasco during KCI's leasehold. In conjunction with its lease, KCI was also granted limited permission to use, along with Gasco and other entities, a single, wooden pier on the Willamette River owned and controlled by Gasco. KCI is producing a copy of the 1965 lease document and other documents which evidence the existence of the lease.

KCI assigned its leasehold interest to a non-affiliated company, Koppers Industries, Inc., in December 1988, and has not conducted any activities at the Northwest Terminal since 1988. As part of that assignment, plant-level and other documents associated with the Northwest Terminal became the property of Koppers Industries, Inc., and would not have been retained by KCI. Koppers Industries, Inc., now known as Koppers, Inc., continues to conduct operations at the Northwest Terminal.

On information and belief, the Northwest Terminal is contained within the much larger area designated as the "Gasco Site." See U.S. EPA Gasco website at: http://yosemite.epa.gov/r10/cleanup.nsfo/ph/gasco.

Time Oil

Beazer objects to the terms "operated on" and "otherwise is affiliated with" on the grounds that they are so vague and ambiguous that Beazer does not know what meaning USEPA attaches to them. Without waiving these objections, Beazer states that it has never owned, leased, or operated on any real property within the Investigation Area other than its prior lease of the Northwest Terminal Property located at 7540 N.W. St. Helens Road, Portland, Oregon 97229.

Further answering, Beazer states that in 1967, Wood Treating Chemicals Co. ("WTCC") (a company which Beazer purchased in 1970) entered into an agreement (the "Agreement") with Time Oil whereby Time Oil agreed to formulate wood-treating products for WTCC at the Time Oil Site. It is Beazer's understanding that the Time Oil Site is within the Investigation Area. In the Agreement, Time Oil is designated as the "operator" and WTCC is designated as the "customer." The Agreement specifically stated that Time Oil did not "lease, sublease or assign" any part of the Time Oil Site to WTCC. (See BZTO104(e) 047651-55; BZTO104(e) 049761-75)

During the Time Oil/Beazer litigation, Time Oil claimed that KCI owned one or more product storage tanks at the Time Oil Site. Beazer is not in possession of documents or information corroborating this allegation and Beazer denies it. The only documents Beazer has ever seen which even reference the tanks are documents created by Time Oil. Beazer's records also do not indicate when or by whom the tanks were removed. All tanks at the Time Oil Site were exclusively controlled, operated and maintained by Time Oil. Beazer is not aware of any evidence of any releases from any tanks Beazer allegedly owned. Documents in Beazer's possession (including, BZTO104(e)40180-82 and BZTO104(e)10879-10903) demonstrate that, to the extent that releases occurred from tanks on the Time Oil Site, they were the result of Time Oil's inadequate maintenance and housekeeping practices.

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5. Provide a brief summary of Respondent's relationship to each Property listed in response to Question 4 above, including the address, Multnomah County Alternative Tax lot Identification number(s), dates of acquisition, period of ownership, lease, operation, or affiliation, and a brief overview of Respondent's activities at the Properties identified.

RESPONSE:

Northwest Terminal

Beazer objects to the terms "relationship" on the grounds that it is so vague and ambiguous that Beazer does not know what meaning USEPA attaches to that term. Without waiving this objection or Beazer's objections to question no. 4, Beazer incorporates its response to request No. 4 with respect to the Northwest Terminal. Beazer is producing lease-related documents for the Northwest Terminal in response to this Request. By way of further response, KCI distilled coal tar to produce pitch, chemical oil and creosote at the facility from 1966 to 1973, and on a limited "test" basis through 1977. The coal tar processing operations were discontinued in December 1973 due to a product shortage, after which KCI briefly engaged in a plant scale test for the alternative production of electrode pitch from coal tar and petroleum residues. From 1977 through 1988, KCI used the facility exclusively for the receipt, storage and distribution of pitch and other coal tar products.

Time Oil

Beazer objects to the term "relationship" on the grounds that it is so vague and ambiguous that Beazer does not know what meaning USEPA attaches to it. Beazer also re-asserts its general objection to USEPA's definition of the term "property" and reincorporates its objection and response to Request No. 4. Without waiving this objection or Beazer's objections to Request No. 4, Beazer incorporates its response to Request No. 4.

Beazer further states that the Time Oil Site is located at 103050 N. Time Oil Road. Between 1967 and 1983, Time Oil would receive raw materials from WTCC's suppliers and

would mix a wood-treating product known as "Woodtox®" at the Time Oil Site, based on a formula WTCC supplied. Time Oil would then package and ship Woodtox® to WTCC's customers.

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In 1970, KCI (now known as Beazer) purchased WTCC, and all of WTCC's rights under the Time Oil contract were assigned to KCI. The Agreement remained in effect until Time Oil terminated it in March, 1982. Time Oil continued to formulate products for KCI on an occasional basis until approximately mid-1983. KCI's relationship with the tank or tanks referred to in Beazer's response to Request No. 4 is unclear, even to Beazer. Documents which Beazer will produce in response to these requests, (including, BZTO1004(3) 000071-75) indicate that under the Agreement, Time Oil was to furnish the tanks to be used in the mixing operations. In addition, Time Oil at one time offered to rent one or more tanks to KCI and offered to procure tanks for KCI to buy. A Time Oil document from 1981 (near the end of the KCI/Time Oil business relationship) states that KCI purchased, and Time Oil installed, three 8,000 gallon tanks, one 6,000 gallon tank, and one 3,000 gallon tank at the site to be used for raw materials storage. (See BZTO104(e)049211). Beazer has no documents against which to verify this claim (i.e., no bill of sale, title, shipping documents, cancelled checks, etc.). Beazer does not know, therefore, whether Time Oil's statements regarding these tanks are accurate.

6. Identify any persons who concurrently with you exercises or exercised actual control or who held significant authority to control activities at each Property, including:

   a. partners or joint venturers;

   b. any contractor, subcontractor, or licensor that exercised control over any materials handling, storage, or disposal activity on the Property (service contractors, remediation contractors, management and operator contractors, licensor providing technical support to licensed activities);

   c. any person subleasing land, equipment or space on the Property;

d. utilities, pipelines, railroads and any other person with activities and/or easements regarding the Property;

e. major financiers and lenders;

f. any person who exercised actual control over any activities or operations on the Property;

g. any person who held significant authority to control any activities or operations on the Property;

h. any person who had a significant presence or who conducted significant activities at the Property; and

i. any government entities that had proprietary (as opposed to regulatory) interest or involvement with regard to the activity on the Property.

RESPONSE: Beazer objects to the terms "actual control," "authority to control," "activities," "operations," "presence" and "involvement" on the grounds that they are so vague and ambiguous that Beazer does not know what meaning USEPA attaches to them. Beazer further objects to the terms on the grounds that they call for legal conclusions. Without waiving these objections, Beazer states as follows:

Northwest Terminal

Gasco was the owner of the Northwest Terminal during the entire time KCI leased the property (1965-1988), and Gasco had the contractual and legal ability and authority to direct activities on its property, subject to KCI's limited rights under the lease. Gasco explicitly reserved the rights to direct activities associated with KCI's limited rights to use Gasco's dock. Gasco agreed to maintain the dock facilities for KCI and others. Gasco directed bulldozing activities on and immediately surrounding the leased lands during the lease term.

Two storage tanks at the Northwest Terminal were leased to Hercules Powder Company in 1965. Beazer is unaware of the term or other details regarding that lease, or of the nature of the operations, if any, conducted by Hercules and associated with the leased tanks.

KCI leased pipelines to Pacific Northern Oil Company in 1980. Beazer is unaware of the term or other details regarding that lease, or of the nature of the operations, if any, conducted by Pacific Northern and associated with the leased pipelines.

Documents related to railway and other easements associated with the Northwest Terminal are being produced by Beazer.

Beazer is unaware of any other information responsive to this Request as it pertains to the Northwest Terminal.

Time Oil

Beazer objects to the terms "actual control," "authority to control," "activities," "operations," "presence" and "involvement" on the grounds that they are so vague and ambiguous that Beazer does not know what meaning USEPA attaches to them. Beazer further objects to these terms on the grounds that they impermissibly call for Beazer to make legal conclusions. Without waiving these objections or its general objections, Beazer states that neither WTCC, KCI, Beazer, nor any of their respective employees, ever exercised actual control over the Time Oil Site, or had the authority to control Time Oil's activities at the Site more specifically, neither WTCC, KCI nor Beazer ever managed, directed or conducted operations at the sit specifically related to polluters or discussions about compliance with environmental regulations. WTCC and KCI were customers of Time Oil at the Site, nothing more. Based on information and belief, Beazer answers further:

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a. Unknown to Beazer at this time;

b. The following contractors appear to have conducted investigation and remediation activities at the Time Oil Site:

AT AM Test, Inc.:

Mark A. Fuigel

ATW CalWeld

ECOVA Corporation:

James Borthen
Don Butler
John Kinsella
Bill Mahaffey
Dave Edwards
Rod Carr
Eric Paukstaitis
Dan Schweigel
April Rivkin
C. Skogerson
Jack Kash
Mark Anderson
Jeff Powell
John Hancock
Charles Thayers
Jennie Flath
John Ennis
Carrie Casanas
Lorie Johnson
Elaine Zamora

Century Environmental Sciences:

John Ruddick

Century Testing Laboratories, Inc.:

Walter Burns

Chem Security Systems, Inc.

Craig McKenzie
Joyce Johnson
Roger Nelson
Bill Van Dyke
Mike Zabel
Roger E. Nelson

Century West Engineering

Environmental Emergency Services

Jack Eatch Construction Co.

Continental Technical Services:

Don Pierce

Friedman & Bruya

Andrew John Friedman
James E. Bruya

Northwest Vacuum Truck Service, Inc.:

Steve Skeel
John M. Somer
Jackie Stan

Pacific Analytical Laboratory

Reidel Environmental Services:

John Ruddick
P.J. Bradrach

SRH Associates Inc.

Landau Associates:

Leslie Connor
Leslie Mathews
Nancy A. Ball
Rebekah Brooks
Michelle Turner
Tera Nordby
Bryan P. Anderson
Joel Pitman
Julie Wilson

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c. Unknown to Beazer at this time;

d. Unknown to Beazer at this time;

e. Unknown to Beazer at this time;

f. The following current and former Time Oil employees appear to have exercised actual control over activities and operations at the Time Oil Site:

Fred Proby
Robert Abendroth
John Denham
Newton Lesh
Neil Gallagher
Al Schnieder
Neil Wallis
Dick Basney
Terrill Henderson
Jock Streidl
John Luckovich
Richard Gordon
Kevin Murphy
Joe Sanzo
Doug Bicknell
A. Schneider
Don Schweindiman
Gary Wells
Don Stell
David Wood

g. Beazer incorporates its responses to subparts b and f as if fully set forth here;

h. Beazer incorporates its responses to subparts b and f as if fully set forth here;

i. Unknown to Beazer at this time;

7. Identify and describe any legal or equitable interest that you now have, or previously had in each Property. Include information regarding the nature of such interest; when, how, and from whom such interest was obtained; and when, how, and to whom such interest was conveyed, if applicable. In addition, submit copies of all instruments evidencing the acquisition or conveyance of such interest (e.g., deeds, leases, purchase and sale agreements, partnership agreements, etc.).

a. identify all changes in corporate ownership relating to the Property. Your answer should include the following information:

i. the date of the ownership change;

ii. if any owners was/is a corporation;

iii. if the corporation was a subsidiary or division of another corporation; and

iv. provide in your identification of any corporation;

(1) the full corporate name;

(2) the state of incorporation; and

(3) all fictitious names used/held by that corporation.

RESPONSE:

Northwest Terminal

Beazer objects to the terms "equitable interest" and the phrase "changes in corporate ownership relating to the Property" on the grounds that they are so vague and ambiguous that Beazer does not know what meanings USEPA attaches to them. Without waiving these objections, as explained above, KCI leased the Northwest Terminal from Gasco from August 1965 to December 1988, and assigned that lease to Koppers Industries, Inc., in December 1988.

Time Oil

Beazer objects to the term "equitable interest" and the phrase "changes in corporate ownership relating to the Property" on the grounds that they are so vague and ambiguous that Beazer does not know what meanings USEPA attaches to them. Without waiving these objections or its general objections, Beazer states that KCI never had a legal or equitable interest in the Time Oil Site. KCI never owned or leased the Time Oil Site. KCI had a formulation agreement and an amended formulation agreement with Time Oil. Beazer will produce copies of those documents. (See BZTO104(e)047651-55; BZTO104(e)049761-76). Beazer objects to providing information regarding its own corporate ownership history, except as set forth in response to Requests No. 70 - 74, as such information is not relevant to the Time Oil Site. Beazer is further not aware of any changes in corporate ownership at Time Oil during the time that Time Oil owned the Time Oil Site. Beazer, however, is in possession of documents purporting to describe certain changes in

ownership with respect to the Time Oil Site. At one point, the Site was owned by an entity known as Northwest Terminal Co. Later, the Site was owned by Time Oil.

Beazer is also aware of Time Oil's claim that Beazer once owned several tanks which Time Oil installed and maintained at the Time Oil Site, as described above in response to Request No. 5. Beazer has no information from which to verify whether it did in fact own any tanks at the Time Oil Site. Beazer will produce responsive documents.

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8. If you are the current owner and/or current operator, did you acquire or operate the Property or any portion of the Property after the disposal or placement of hazardous substances, waste, or materials on, or at the Property? Describe all of the facts on which you base the answer to this question.

RESPONSE:

Northwest Terminal

This request is not applicable to Beazer.

Time Oil

Beazer is not the current owner and/or operator of the Time Oil Site. Therefore, this question does not apply to Beazer.

9. At the time you acquired or operated the Property, did you know or have reason to know that any hazardous substance, waste, or material was disposed of on, or at the Property? Describe all investigations of the Property you undertook prior to acquiring the Property and all of the facts on which you base the answer to this question.

RESPONSE:

Northwest Terminal

No evidence in Beazer's possession shows that KCI had any knowledge of any environmental concerns until after its leasehold began. However, documents in Beazer's possession indicate that before 1965 the Northwest Terminal was part of a much larger plant at which Gasco conducted coking-related and manufactured gas operations from approximately 1913

until 1956. Those same documents indicate that the Northwest Terminal was the former location of an oil distillation facility operated by Gasco during that time frame.

Time Oil

Beazer has never been the owner or lessee of the Time Oil Site. Beazer further states that KCI never operated at the Time Oil Site. Beazer objects to the phrase "have reason to know" as calling for a legal conclusion. Without waiving this objection, Beazer states that, at the time WTCC entered into its initial Agreement with Time Oil, Time Oil represented that it was an experienced handler of petroleum and related products and that it had expertise at the types of activities involved in the formulation of wood-preservative products. Time Oil represented that it had done work for Shell Chemicals and other major producers. The documents in Beazer's possession indicate that WTCC relied on those representations by Time Oil in entering into the Agreement. (See, BZTO104(e)000003)

Beazer is aware of no proof that, in 1967, WTCC was aware of any disposal of hazardous substances or other materials by Time Oil at the Time Oil Site, or that WTCC or KCI obtained such information until near the end of Time Oil's formulation activities. Toward the end of KCI's formulation relationship with Time Oil in the early 1980s, KCI became aware that Time Oil had disposed of hazardous substances on the Time Oil Site. (See, BZTO104(e)000454-57) Subsequent disclosures and investigations have revealed the extensive nature of Time Oil's disposal activities and resulting on-site contamination. (See, e.g., BZTO104(e)039207-62)

10. Identify all prior owners that you are aware of for each Property identified in Response to Question 4 above. For each prior owner, further identify if known, and provide copies of any documents you may have regarding:

    a. the dates of ownership;

    b. all evidence showing that they controlled access to the Property; and

c. all evidence that a hazardous substance, pollutant, or contaminant, was released or threatened to be released at the Property during the period that they owned the Property.

d. additionally describe the legal or corporate relationships, if any, between you or your predecessors with Portland Gas and Coke Company also known as Portland Gas and Coke Company or Northwest Natural Gas Company. Your answer should include, but not be limited to the following:

i. any transactions you and Portland Gas and Coke Company and Northwest Natural Gas; and

ii. whether you, Portland Gas and Coke Company and Northwest Natural Gas had the same owner(s) or investors.

RESPONSE:

Northwest Terminal

Ownership before Gasco in the 1800's was by Portland Gas & Coke Company. Beazer is unaware of its operations. Although Gasco was the "current," not "prior", owner during the KCI leasehold, Beazer will produce documents in its possession related to Gasco's ownership of the Northwest Terminal and Gasco's releases of hazardous substances and other materials in the area of the Northwest Terminal and the larger surrounding Gasco Site.

Time Oil

Beazer is aware of no owners of the Time Oil Site other than Northwest Terminal Co. and Time Oil. Beazer will produce documents in its possession related to Time Oil's releases of hazardous substances during the period that Northwest Terminal Co. and Time Oil owned the Time Oil Site. Beazer is not aware of any legal or corporate relationship between Beazer and Portland Gas and Coke Company. KCI had a lease with Northwest Natural Gas at a different site.

11. Identify all prior operators of the Property, including lessors, you are aware of for each Property identified in response to Question 4 above. For each such operator, further identify if known, and provide copies of any documents you may have regarding:

a. the dates of operation;

b. the nature of prior operations at the Property;

c. all evidence that they controlled access to the Property; and

d. all evidence that a hazardous substance, pollutant, or contaminant was released or threatened to be released at or from the Property during the period that they were operating the Property.

RESPONSE:

Northwest Terminal

Documents in Beazer's possession indicate that Gasco conducted coking-related and manufactured gas-related operations on and adjacent to the Northwest Terminal leased lands from approximately 1913 until at least 1956. While Beazer has no first-hand knowledge regarding the activities conducted by Gasco and its predecessors upon and adjacent to the Northwest Terminal leased lands, Beazer is producing information related to the environmental investigations conducted by other parties at the larger Gasco Site owned and operated by Gasco which indicates that operations prior to 1956 included, among other things, the release of vast quantities of tar and other wastes from coking and gas manufacturing operations, including disposal of tar wastes in numerous unlined ponds located between the Northwest Terminal leased lands and the Willamette River and direct discharges to the River. Beazer is not aware if the Northwest Terminal leased lands were actively used by Gasco from 1956 to 1965. See generally supra Response to Request 6.

Time Oil

Beazer is aware of two prior operators of the property: Crosby & Overton, Inc. and Time Oil Co.

a. **Crosby & Overton:** From 1972 or 1973 until 1979, Time Oil Co. leased two tanks to Crosby & Overton, Inc., and its predecessor, Pac-Mar, Inc. Crosby & Overton's business

was to collect waste oils from separators, oil slop tanks, ship tank cleaning and related tasks. Crosby & Overton brought these materials to the Time Oil Site, via tanker trucks, and pumped them into the leased tanks. Crosby & Overton also rented a truck wash pit from Time Oil, where it presumably washed its tanker trucks between jobs.

Documents in Beazer's possession, which it will produce in connection with this request, demonstrate that in 1984, the Time Oil Site was listed by USEPA as an Uncontrolled Hazardous Waste Site "due to the recent incident involving tank(s) leased from Time Oil by Crosby & Overton." By 1989, the soil in the Crosby & Overton tank area was contaminated with petroleum hydrocarbons and PCBs. Crosby & Overton removed the visibly contaminated soils, but during its cleanup and removal operations, a tank overflowed spilling PCB-laden sludge onto the ground. As of 1992, PCBs, lead, naphthalene, and chrysene were still being detected in soil and sludge in the area of the Crosby & Overton tanks. Beazer has no further information regarding releases by Crosby & Overton, or residual contamination in the area of the leased tanks and truck wash pit other than what is contained in the documents Beazer has agreed to produce.

b. **Time Oil:**

i. **Time Oil's Petroleum-Related Releases at the Time Oil Site.**

Time Oil owned and operated the Time and Oil Site from 1943 until 2001. Time Oil used the Site to receive, store and transfer petroleum and related products. At one time, the Site had over 30 storage tanks in place and a storage capacity of close to 800,000 barrels. Over the years, Time Oil has stored isobutanol, jet fuel, fatty acid, lube oil, liquid fertilizer, lignin liquor, methanol, methyl 10, premium leaded gasoline, regular leaded gasoline, solvent, turpentine, unleaded gasoline, butane, fuel oil no. 1, fuel oil no. 2 and fuel oil no 4, in its tanks at the Time Oil Site. (See, BZTO104(e)041144) From documents it has obtained from Time Oil and

elsewhere, Beazer has learned that Time Oil had a history of documented and undocumented spills at the Site. For example, in 1975, a tank ruptured while being filled from a barge and more than 150,000 gallons of diesel oil escaped into the environment. (See, BZTO104(e)0412365-40) In 1990, about 1,000 gallons of ethanol oil were released as a result of corrosion in an underground line. In 1994, another corroded pipe released over 1,300 gallons of premium unleaded gasoline. A 1999 spill released almost 2,500 gallons of ethanol to subsurface soils. (See, BZTO104(e)042062)

Time Oil also had undocumented, releases, many of which appear to have been intentional. In a 1971 memorandum, DEQ commented that Time Oil had a "fairly good-sized tank farm," storing gasoline, diesel, jet fuel, raw turpentine and other products. DEQ also documented Time Oil's intentional practice of spillage:

> When they draw water from tank bottoms, they allow it to flow onto the ground . . . . [T]hey may be saturating the soil with oil over a long period.

(See, BZTO104(e)040226) An internal DEQ memo from 1985 states that Time Oil's standard practice, from 1959 (and probably much earlier) until late 1972, was to drain tank bottoms onto the ground. Years later, Time Oil and DEQ would confirm that the soil and groundwater at the Time Oil Site were heavily contaminated with petroleum and related products.

Time Oil operated a separate tank farm to the southeast of its main tank farm. This area was known as the Bell Terminal and contained ten above-ground storage tanks used for various petroleum products.

Based on data presented in Time Oil's draft Phase III RI report, historical handling and storage of petroleum products in the Bell Terminal tank farm area appear to have resulted in chemical releases to surface and/or subsurface soil. The groundwater data collected from the Bell

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Terminal and from the eastern portion of the adjacent property to the west, suggest the presence of at least two commingled petroleum hydrocarbon plumes within this area: (1) one originating in the central portion of the Bell Terminal tank farm area near the east-west trending pipeline, and (2) one originating along the western property boundary outside the walls of the tank farm where activities not associated with the Bell Terminal were conducted by others between the 1960s and 2000. (See, BZTO022647-784)

ii. **Time Oil's Pentachlorophenol Related Releases at the Time Oil Site.**

Woodtox® was produced at the Site from 1967 until 1983. Woodtox® was a mixture of pentachlorophenol ("penta"), mineral spirits or other solvents, and wax. Penta was delivered to Time Oil in bags of pellets or "prills." Mineral spirits were delivered in drums or in bulk, and wax came in 78 pound slabs.

In the years since Time Oil ceased its Woodtox® formulation activities, Beazer has obtained substantial evidence that Time Oil's practices in the Woodtox® mixing area and elsewhere lead to soil and groundwater contamination. Under the Agreement, Time Oil was to provide Beazer with the facilities, storage tanks, blending tanks and equipment necessary to formulate Woodtox®. Time Oil also retained possession of the Time Oil Site and agreed to keep it in good repair and clean and fit for the handling of Woodtox®. The Agreement defined Time Oil's services as:

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> [Time Oil] shall provide and furnish to [Beazer] during the term of this Agreement any and all labor and services necessary or reasonably incidental to receive, store, handle, blend and redeliver [Woodtox®] at, to and from the Facilities in a safe, efficient, clean and prompt manner.

(See, BZTO 104(e) 047561) Time Oil also agreed to indemnify Beazer for any destruction or spillage of the product, as well as for any property damage caused by Time Oil's

performance or non performance of its obligations under the Agreement. (See, BZTO 104(e)049761-75)

Time Oil did not conduct its services in a "safe, efficient, clean and prompt manner." There were three small, contiguous areas on the Time Oil Site where Woodtox® mixing activities: A tank farm (consisting of six or more tanks), a warehouse, and a diked area between the warehouse and the tank farm. Time Oil stored the bagged penta in the warehouse and liquid products (both raw materials and finished products) in the tank farm. A mix tank was in the warehouse. A single pump was used for all liquid transfers and was located in the diked area. Rubber hoses would connect the pump to the storage tanks, mix tank, and bulk shipping containers. (Beazer will produce diagrams and photographs of these areas.)

Based on Time Oil's description, the mixing operations were as follows:

- Mineral spirits and other liquids were pumped from drums or tank cars into storage tanks.
- Penta was stored in bags in the warehouse.
- When the time came to make a batch of Woodtox®, Time Oil connected a hose from a storage tank to the pump and another hose from the pump to the mix tank. The pump transferred mineral spirits from the storage tank to the mix tank.
- Bags of penta were cut open by hand, and the penta pellets were poured through a man-hole in the mix tank.
- The mix tank heated and agitated the raw materials until they were mixed.
- After the prescribed amount of time, mixed product was pumped out of the mix tank and into a finished product storage tank by use of the pump in the diked area.
- When a customer order came in, Time Oil pumped finished product from the storage tank into bulk tank trucks or drums.
- Drums were filled in the warehouse, with finished product pumped from the finished product tanks to the drums using the same pump in the diked area.

- Tank trucks were loaded outside the diked area. Finished product was transferred from the finished product tanks to the tank trucks using the same pump in the diked area.

(See, BZTO 104(e)000451) All transfer operations, therefore, occurred by use of the single pump in the diked area. Hoses would be variously connected to and disconnected from the pump on an as-needed basis. It is likely that, each time a hose was uncoupled, Time Oil employees spilled some material from the hose and the pump. The diked area was not paved, and the soil at the Site was reported to have been sandy, allowing spilled materials to percolate into the ground. Much of the soil and groundwater contamination Time Oil discovered in later years occurred in or originated from Time Oil's activities in the mixing area.

The reason for the contamination in the mixing area and elsewhere was Time Oil's poor housekeeping. As stated above, in 1971 a DEQ representative observed that Time Oil pumped waste material directly onto the ground. Time Oil's **own safety manager**, John Denham, repeatedly identified alarming conditions at the Woodtox® mixing area. In 1981, he reported:

- Valves on tanks and lines were not maintained at all.
- Valves, lines, pumps, hoses and tanks were thickly covered with product.
- A valve to one tank was leaking product onto the ground.
- The ground area at end of the pipelines was saturated with product about four inches deep.
- **No spill control** systems existed within rail car rack or within diked area. A spill control plan was recommended to management in 1975, but not approved.
- **No spill control** system existed in the warehouse. Liquid could run all over floors and out doors at will.
- Work area was caked with product and very, very dirty.

Beazer will produce a copy of Time Oil's memorandum containing these statements. (See, BZTO 104(e)040180-82). In his 1981 memorandum, Mr. Denham noted that most of these

items had been previously reported to Time Oil's management. Spill control and countermeasure plans, for example, were required under the Clean Water Act in 1974. 40 C.F.R §355. None of the documents in Beazer's possession indicate that Beazer had any knowledge of Time Oil's practices until after formulation activities ceased and Time Oil realized that remediation would be necessary (See, BZTO 104(e)00454).

In 1983, Mr. Denham described a history of inspections of the Time Oil Site's Woodtox® mixing operations and admitted Time Oil's repeated noncompliance with Federal and State health, safety and environmental regulations. He wrote that the operations had been inspected by Time Oil or the Oregon Department of Health on many occasions between 1971 and 1981. (See, BZTO 104(e) 10879-10903.) Time Oil never passed inspection without a violation. The state health department noted seven violations in 1977 and six in 1981. Time Oil's own inspections revealed 37 violations in 1971 and 31 in 1981. By 1983, most of the issues Mr. Denham identified in 1981 still had not been remedied. There was still no spill control plan and the work area was still "caked with product and very, very dirty." In addition, Mr. Denham noted that:

- Good housekeeping methods were not being observed.
- The tanks were rusted in many places.
- Valves, liners, pumps, hoses and tanks were thickly covered with product.
- Some cargo hoses were damaged.
- The ground area near the end of pipelines was now saturated with product at least **12 inches deep**.

Tellingly, Time Oil's **own safety manager** concluded:

> ***Due to [Time Oil's] long term non-compliance with applicable regulations governing this particular operation, the company is now extremely vulnerable to fines and a possible shut down of entire terminal until corrective action in the penta area is completed.*** All it would take is one complaint, one call or one inspector to trigger such action. For this reason, ***"clean-up" should be accomplished quietly*** and only the minimum number of people

> necessary should know of the matter, even after the clean-up is finished. Because of the sensitivity, ***no federal or state agency should be contacted by anyone at this time for anything***. Kindly refer any potential problem areas to me. (See, BZTO104(e) 10879-10903).

At some time during or after completion of Time Oil's mixing operations, someone at Time Oil decided to bury drums of penta and other waste materials on the Time Oil Site. Approximately 100 abandoned and crushed drums were "discovered" in 1996. *Id.* Solid penta and discarded penta bags had also been buried with the drums. DEQ's 1997 inspection of the Time Oil Site revealed that this area had been used for "random disposal of [penta] wastes." This material was dug up and removed in 1998. (See, BZTO104(e)003440)

iii. **Some of Time Oil's Remedial Activities at the Site Resulted in Releases of Hazardous Substances.**

The investigation and remediation at the Time Oil site has occurred over the course of twenty five years and has cost in excess of $10 million. The protracted and expensive nature of the project has been due in part to Time Oil's "pennywise-pound foolish" approach and in part to mistakes by Time Oil and its contractors. Time Oil's false-starts and mistakes have resulted in spreading contamination at the site and making it more complicated and expensive to clean up.

iv. **Well 4 and Time Oil's Contamination of the Deep Aquifer**

In order to identify groundwater flow conditions, Time Oil drilled 4 wells in the most heavily contaminated area surrounding the former penta warehouse and tank farm. Wells 1, 2 and 3 were installed to a depth of 14 feet. Well 4, however, was installed to a depth of 40 feet. The first three wells functioned normally, but Time Oil noticed that the water level in Well 4 was lower than that of the surrounding wells. Further investigation revealed that Well 4 had punctured the confining layer between the upper and lower groundwater zones, allowing contaminated shallow groundwater adjacent to the mixing area to drain into the lower zone. Apparently, Time Oil drilled the well using a 16 inch auger when Well 4 only needed to be four inches wide. The

space around the well was packed with course sand (which drains easily), allowing contaminated groundwater to migrate downward along the well casing. (See, BZTO104(e)046708).

There are no measurements of penta concentrations in the lower zone before Well 4 was installed, but given its location, it is clear that the misinstallation of Well 4 complicated eventual remediation efforts at the Site's former Woodtox® mixing area by allowing contamination to drain into a lower zone that was previously separated by a confining layer. Penta concentrations in the lower zone near Well 4 have been as high as 18,000 mg/l., and penta has been detected in the deep sand. (See, BZTO104(e)016554-89) Even after millions of gallons of water have been pumped out of the ground at the Site and treated, penta contamination persists in the lower zone near Well 4.

v. Time Oil's Multiple Excavations of the mixing area spread contamination

Rather than dig up and dispose of all of the contaminated soil in the mixing area in 1984, Time Oil removed only as much soil as it thought it could get away with, filling the resulting hole with clean topsoil. On two subsequent occasions, Time Oil was forced to go back and re-excavate the same area. Each time, Time Oil had to remove and dispose of not only the contamination it had previously missed, but also the previously clean fill material it had deposited earlier.

In 1984, Time Oil collected a soil sample in the former Woodtox® mixing area and realized that the soil was heavily contaminated with penta. Time Oil excavated the mixing area to a depth of approximately 1.5 feet and exhumed 288 yards of soil in mid-1985. This soil was disposed of at a permitted landfill in Arlington, Oregon. Time Oil covered the mixing area with clean fill. (See, BZTO104(e)040553). This fill eventually became contaminated as a result of the rising and falling of the water table and occasional flooding. Shortly thereafter, penta-containing soil was characterized by USEPA as hazardous waste and land disposal was banned.

A few years later, more soil testing in the former mixing area revealed that Time Oil's initial excavation had been inadequate. Contamination remained in the soil at average levels of 1 to 8000 mg/kg (or 8 million parts per billion ("ppb")), with the highest reported penta levels of 116,000 mg/kg (116 million ppb) located beneath the southwest corner of the former penta warehouse. (See, BZTO104(e)048281) In 1989, Time Oil reexcavated the entire mixing area down to, and in some areas below, the water table. This project resulted in a 3,000 yard soil pile that, because of the EPA land disposal ban, Time Oil could not get rid of, and had to store on site.

The contaminated soil pile continued to grow over the years as Time Oil repeatedly "discovered" that it had not dug up enough contaminated soil. Time Oil re-reexcavated the former mixing area and added over 600 additional yards of contaminated soil to the pile between 1996 and 1999. In 2001, Time Oil once again sampled in the mixing area and once again discovered that its multiple prior excavations had not been enough to remove penta in the soil. Time Oil removed another 6400 yards of soil in the fall of 2002. Each time, Time Oil had to re-excavate and dispose of the previously clean fill it had used to cover the area after the previous excavation. All of the contaminated soil was finally removed from the Time Oil Site and shipped to Alberta, Canada for incineration in 2002.

Beazer will produce the documents in its possession from which the above information is derived, but it is clear that Time Oil owned, operated and heavily contaminated the Site. As first, Time Oil tried to hide its sloppy operations and the resulting contamination from the public and the relevant regulatory agencies. When that proved unsuccessful, Time Oil began to investigate and remediate the Site, but Time Oil's piecemeal remediation efforts resulted in spreading the contamination at the Site making it more difficult to control and clean up.

vi. **Time Oil Controlled Access to the Site.**

Along with the Agreement, Time Oil and WTCC executed a Schedule and later an Amended Schedule. These documents demonstrate that Time Oil always maintained complete control over the Site. In the Agreement, Time Oil undertook to use its own buildings, tanks, equipment and employees to formulate Woodtox®. WTCC was given the right to inspect the blending facilities, but only during regular business hours, and in accordance with Time Oil's rules. In the Amended Schedule, this right of access was expressly limited to the "truck and car loading rack, tanks and warehouse." All other areas were closed to WTCC, except when accompanied by a representative of Time Oil. (See, BZTO104(e)047651-55; BZTO104(e)049761-75). Throughout more than twenty years of negotiation and litigation over Time Oil's and Beazer's alleged responsibilities for clean up costs at the Site, Time Oil has never produced a single witness to say that Beazer directed or controlled the wood preservative formulation activities at the Site, or Time Oil's investigation and remediation.

12. If not included in response to any of the previous questions, please describe the purpose and duration of each aquatic lands lease Respondent or the operator of Respondent's Property(ies) ever obtained from the State of Oregon and provide a copy of each application for and aquatic lands lease obtained.

RESPONSE: This request is not applicable to either the Northwest Terminal or the Time Oil Site.

Section 3.0 Description of Each Property

13. Provide the following information about each Property identified in response to Question 4:

a. property boundaries, including a written legal description;

RESPONSE:

Northwest Terminal

Beazer is producing records in its possession which are responsive to this subpart of Request 13, NWT002269-2310.

b. location of underground utilities (telephone, electrical, sewer, water main, etc.);

RESPONSE:

Northwest Terminal

Beazer is producing records in its possession which are responsive to this subpart of Request 13, NWT001846-2004.

c. location of all underground pipelines whether or not owned, controlled or operated by you;

RESPONSE:

Northwest Terminal

From 1966-1973, a tank farm and pipeline system was used for transferring raw materials and finished products from or to transportation facilities or storage tanks. Beazer is producing records in its possession which are responsive to this subpart of Request 13, NWT001846-2004.

d. surface structures (e.g., buildings, tanks, pipelines, etc.);

RESPONSE:

Northwest Terminal

From 1966-1973, a tank farm and pipeline system was used for transferring raw materials and finished products from or to transportation facilities or storage tanks. Beazer is producing records in its possession which are responsive to this subpart of Request 13, NWT001846-2004.

e. over-water structures (e.g., piers, docks, cranes, etc.);

RESPONSE:

Northwest Terminal

A May 22, 1974 letter from the Coast Guard refers to submission of an operations manual under new oil pollution prevention regulations "for small oil transfer facilities such as yours." As required, an operations manual was submitted. It appears that barge deliveries did not exceed more than (3) years and ceased in the 1970s. As set forth above, KCI had limited rights to use Gasco's dock facilities, only used Gasco's dock a limited number of times during the earliest years of its leasehold, and did so with an elaborate spill containment and capture system designed and constructed by KCI. The vast bulk of KCI's material and products were shipped to and from the plant by rail car, and, to a much lesser extent, by truck. A letter from KCI to the Coast Guard dated March 31, 1977 states that KCI's use of Gasco's dock was either nonexistent or minimal and that another unrelated user, Chempro Oil Company, used the dock over 20 times in one year. That letter is being produced, along with other documentsNWT002388-2421.

f. dry wells;

RESPONSE:

Northwest Terminal

Beazer is producing records in its possession which are responsive to this subpart of Request 13, NWT001846-2004.

g. treatment or control devices (e.g., surface water, air, groundwater, Resource Conservation and Recovery Act (RCRA), Transfer, Storage, or Disposal (TSD), etc.);

RESPONSE:

Northwest Terminal

Beazer is producing records in its possession which are responsive to this subpart of Request 13, NWT000001-2004. Please see the responses to Requests 13, 15, and 16 , which describe the separation and biological degradation systems used by KCI to treat its process waters and the facilities and system KCI used to handle and treat storm water.

h. groundwater wells, including drilling logs;

RESPONSE:

Northwest Terminal

Beazer is not aware of any groundwater well construction performed at the Northwest Terminal during KCI's leasehold period. However, Beazer is aware that groundwater wells were installed on behalf of other entities during more recent environmental investigations of the larger surrounding Gasco NPL Site, and responsive documents in Beazer's possession are NWT00050-1669.

i. storm water drainage system, and sanitary sewer system, past and present, including septic tank(s) and where, when and how such systems are emptied and maintained;

RESPONSE:

Northwest Terminal

Beazer is producing records in its possession which are responsive to this subpart of Request 13, NWT0050-1669.

j. subsurface disposal field(s), Underground Injection Control (UIC) wells, and other underground structures (e.g., underground storage tanks (USTs); and where they are located, if they are still used, and how they were closed;

RESPONSE:

Northwest Terminal

Beazer is producing records in its possession which are responsive to this subpart of Request 13, NWT001846-2004.

k. any and all major additions, demolitions or changes on, under or about the Property, its physical structures or to the property itself (e.g., stormwater drainage, excavation work); and any planned additions, demolitions or other changes to the Property;

RESPONSE:

Northwest Terminal

Beazer is producing records in its possession which are responsive to this subpart of Request 13, NWT001846-2004.

l. all maps and drawings of the Property in your possession; and

RESPONSE:

Northwest Terminal

Beazer is producing records in its possession which are responsive to this subpart of Request 13, NWT001846-2004.

m. all aerial photographs of the Property in your possession.

RESPONSE:

Northwest Terminal

Beazer is producing records in its possession which are responsive to this subpart of Request 13, NWT001846-2004.

RESPONSE:

Time Oil

Beazer did not own the Time Oil Site, and has never been in control of operations, investigations or remediation at the Site. Time Oil owned the Site and controlled all aspects of the operations, investigation and remediation. This request is more appropriately directed to and answered by Time Oil. Time Oil has, however, produced documents relating to these activities to Beazer. Beazer will produce responsive documents in its possession.

14. For Properties adjacent to the Willamette River, provide specific information describing the river-ward boundary of private ownership and where state aquatic lands and/or state-management jurisdiction begins. Provide a map that delineates the river-ward boundary of each Property.

RESPONSE:

Northwest Terminal

This Request is not applicable to Beazer.

Time Oil

Time Oil owned and operated the Site at all relevant times. Beazer does not have personal knowledge or information responsive to this request. This request is more appropriately directed to and answered by Time Oil. Beazer will produce responsive documents in its possession.

15. For each Property, provide all reports, information or data you have related to soil, water (ground and surface), or air quality and geology/hydrogeology at and about each Property. Provide copies of all documents containing such data and information, including both past and current aerial photographs as well as documents containing analysis or interpretation of such data.

RESPONSE:

Northwest Terminal

Beazer is producing records in its possession which are responsive to Request 15, NWT002422-3735. Most of the information being provided is associated with reports and studies

commissioned by entities other than Beazer. KCI conducted geo-technical and other testing of the site soils prior to constructing and operating its biological degradation water treatment system, and documents associated with that system are being produced. KCI also commissioned geo-technical testing of soils under and adjacent to a rail track on the Northwest Terminal property, those documents are being produced. To the extent that KCI's periodic sampling of its permitted effluent discharges is considered responsive to this request, NWT00050-1669.

Time Oil

Beazer will produce responsive documents in its possession.

16. Identify all past and present solid waste management units or areas where materials are or were in the past managed, treated, or disposed (e.g., waste piles, landfills, surface impoundments, waste lagoons, waste ponds or pits, tanks, container storage areas, etc.) on each Property. For each such unit or area, provide the following information:

RESPONSE:

Northwest Terminal:

During the period of time that the Northwest Terminal was operated as a coal distillation facility (approximately January 1966 – July 1973) and for the period of time thereafter through June 1977 when the facility was only, and very infrequently, testing products manufactured from oils and coal tar, process waters were treated by oil/water separation followed by dehydration and biological/bacterial degradation in a land-based leach field. The design and operation of the leach field were reviewed and approved by the Oregon State Sanitary Authority in January of 1966, before operations began. The leach field was designed to decrease the organic content of the process water by 95% or better. System design documents being produced by Beazer estimate the volume of water to be treated at 1,200 to 1,800 gallons per day, with the primary waste constituents being chemical oxygen demand, biological oxygen demand, phenol and sulfides. The

leach field was not used after 1973. Documents associated with this process water treatment are being produced underNWT00050-1669.

Waste water from the Northwest Terminal was discharged to an NPDES-regulated outfall in and after 1975. Beazer is producing documents pertinent to the pre and post-1975 handling and discharge of waste water and storm water runoff under NWT00050-1669, including the following:

- Oregon State Sanitary Authority Letter dated January 11, 1966 providing tentative approval of possible methods of disposing sewage and industrial wastes.
- Northwest Natural Gas Company received a letter from Oregon DEQ on 12/18/70 indicating that Waste Discharge Permit has been reviewed and proposed provisions are being drafted.
- January 6, 1971 letter from Northwest Gas to DEQ regarding provisions of Waste Discharge Permit.
- May 3, 1971 Internal Correspondence indicating that, to date, KCI has been operating and discharging under Gasco's permit, and now intends to file for its own permit.
- June 29, 1971: Koppers files Army Corps of Engineer Permit to discharge to Willamette River.
- NPDES Permit issued June 24, 1975;
- NPDES renewal application filed June 18, 1979;
- NPDES renewal issued December 14, 1979; and
- NPDES renewal/amendment correspondence January 8, 1988.

From 1965 to 1988, solid wastes associated with occasional spill, leak and maintenance events were reportedly disposed of in an on-site area described as being located on the boundary line of the leased premises. Beazer is unaware of any specific details regarding this area, but is producing documents that reference this disposal area.

From 1965 to 1988, there is evidence that several accidental and isolated land-based spills occurred at the Northwest Terminal of tar-related product and materials from unloading

operations. KCI was at all times attentive to spills, drawing up its first SPCC in 1974, and prior thereto, it carefully managed its discharged process waters pursuant to approval from the Oregon Sanitary Sewer Authority. Beazer believes that any spilled product was recovered and returned to product tanks and unrecoverable product was either dug up with soil and placed in a land-disposal area on-site or disposed of off-site in drums, dumpsters, or fire-resistant containers, etc. Beazer is not aware of where such materials may have been shipped off-site.

Beazer has noted above that, prior to KCI's operations, Gasco managed its tar-related wastes in huge ponds located on or near the Northwest Terminal parcel. Beazer is not fully aware of all the solid waste management units or areas where materials are, or were in the past, managed, treated, or disposed by Gasco on and near the Northwest Terminal parcel, however, documents being produced by Beazer indicate that Gasco spread its tar-contaminated soil and other wastes throughout the area through bulldozing, filling and other activities, before, during and after KCI's leasehold period. For example, in a letter dated January 6, 1971, the DEQ directed Gasco to dispose of the contents of its tar ponds, which, on information and belief, was accomplished, in whole or in part, by spreading the pond contents on Gasco's property. A letter from KCI's Paul Guth to the Coast Guard on February 18, 1974, explains that historically-contaminated fill located on the leased Northwest Terminal parcel contains "tarry residues" made evident by recent bulldozing activities of Gasco. On September 26, 1973, C.W. Fisher of KCI noted the entire area between the Northwest Terminal parcel and the River had been filled in to raise ground elevation.

a. a map showing the unit/area's boundaries and the location of all known units/areas whether currently in operation or not. This map should be drawn to scale, if possible, and clearly indicate the location and size of all past and present units/areas;

RESPONSE:

Network Terminal

Beazer is producing the historical documents in its possession that are responsive to this Request, NWT001846-2004. Beazer has not commissioned the preparation of any new maps, and objects to this Request to the extent it purports to obligate Beazer to do so.

b. dated aerial photograph of the site showing each unit/area;

RESPONSE:

Network Terminal

Beazer is producing the historical documents in its possession that are responsive to this RequestNWT001846-2004. Beazer has not commissioned the preparation of any new aerial photographs, and objects to this Request to the extent it purports to obligate Beazer to do so.

c. the type of unit/area (e.g., storage area, landfill, waste pile, etc.), and the dimensions of the unit/area;

RESPONSE:

Network Terminal

During the period of time in which the site operated as a tar products manufacturing plant (1966 to 1973), it is estimated that the plant generated approximately 1,500 gallons of process wastewater per day. That wastewater was treated through the use of oil/water separation, dehydration, and a biological leach field. The wastewater was first routed to a dehydration tank where oil was removed. The wastewater was then collected in a surge tank adjacent to the leach field. The field itself comprised three furrows which ran the length of the field. Each furrow had a gate at the end closest to the tank. Every day a different furrow was flooded with wastewater. The wastewater then percolated through the soil resulting in the consumption of biochemical oxygen demanding compounds by soil bacteria.

In 1975, the plant installed an intricate rainwater collection and treatment system which included an oil water separator for oil removal. Documents associated with the design of this system are being produced under NWT00050-1669. Prior to the installation of the rainwater collection and treatment system, stormwater and boiler blowdown were discharged through a culvert which led to an unnamed creek south of the Willamette River. An NPDES permit was issued for that discharge, but it is unclear whether the sanitary sewers took this water.

An area described as being located in the "northern portion" of the Northwest Terminal was reportedly used for disposal of soils containing spilled materials and off-spec product. Thin layers of soil were placed over each layer of waste. Beazer is not currently aware of the precise location of this waste handling area, or when use of the area occurred or was discontinued.

d. the dates that the unit/area was in use;

RESPONSE:

Network Terminal

See the response to subpart (c).

e. the purpose and past usage (e.g., storage, spill containment, etc.);

RESPONSE:

Network Terminal

See the response to subpart (c).

f. the quantity and types of materials (hazardous substances and any other chemicals) located in each unit/area; and

RESPONSE:

Network Terminal

See the response to subpart (c).

g. the construction (materials, composition), volume, size, dates of cleaning, and condition of each unit/area.

RESPONSE:

Network Terminal

See the response to subpart (c).

Time Oil

Beazer did not own or operate the Time Oil site. Much of the information responsive to this request is not within Beazer's possession.

The information that follows is based upon documents Beazer has received from Time Oil, Oregon DEQ, USEPA, and the Lower Willamette Group. Beazer's information is primarily limited to solid waste management units or areas where hazardous substances were deposited in the vicinity of the Woodtox® mixing operations. Beazer understands that additional solid waste management units may have existed on the Site, but Beazer has limited information about those areas.

Beazer understands that in 1984, Time Oil collected a soil sample in the former Woodtox® mixing area and realized that the soil was heavily contaminated with penta. Time Oil excavated the mixing area to a depth of approximately 1.5 feet and exhumed 288 yards of soil in mid-1985. (See, BZTO104(e)040443) This soil was disposed of at a permitted landfill in Arlington, Oregon. Shortly thereafter, penta-containing soil was characterized by the USEPA as hazardous waste and land disposal was banned.

A few years later, more soil testing in the former mixing area revealed that Time Oil's initial excavation had been inadequate. Contamination remained in the soil at average levels of 1 to 8000 mg/kg (or 8 million parts per billion ("ppb")), with the highest reported penta levels of 116,000 mg/kg (116 million ppb) located beneath the southwest corner of the former penta

warehouse.[1] In 1989, Time Oil reexcavated the entire mixing area down to, and in some areas below, the water table. This project resulted in a 3,000 yard soil pile. (See, BZTO104(e)048281)

Time Oil covered the soil pile with a tarp and some old tires, and it stayed there for over 13 years. Time Oil entered the DEQ's voluntary cleanup program in 1991, but the Site was referred to USEPA's RCRA enforcement program in 1992. In 1995, the site was placed back into the voluntary cleanup program, where it remains today. Under the voluntary program, Time Oil was to clean up or dispose of the soil pile within five years. (See, BZTO104(e)039229)Time Oil experimented with an unproven "soil washing" technique that failed to clean the accumulated soil to an acceptable penta level. Time Oil's contract with ECOVA, the soil washing contractor, stated that Time Oil would take ownership of the soil washing equipment if the experiment failed. It did fail, and Time Oil eventually had to decontaminate and dispose of the soil washing apparatus.

The contaminated soil pile continued to grow over the years as Time Oil, in response to the demands of regulatory agencies for more thorough investigations, repeatedly "discovered" that it had not dug up enough contaminated soil. Time Oil re-reexcavated the former mixing area and added over 600 additional cubic yards of contaminated soil to the pile between 1996 and 1999. In 2001, Time Oil once again sampled in the mixing area and once again discovered that its multiple prior excavations had not been enough to remove penta in the soil. Time Oil removed another 6400 yards of soil in the fall of 2002 and placed it on the waste pile. (See, BZTO104(e)015587)

There was a second, separate unpermitted waste pile to the east of the mixing area. Approximately 120 abandoned and crushed drums were "discovered" buried on the Site in 1996. Solid penta and discarded penta bags had also been buried with the drums. DEQ's inspection of the Site revealed that this area had been used for "random disposal of [penta] wastes." This

[1] This was the same warehouse for which a Time Oil employee noted that no spill control plan existed and the floor was "caked with product."

material was removed in 1998, and added to the unpermitted waste pile near the mixing area. All of the contaminated soil on the Site was eventually shipped to Alberta, Canada for incineration in 2002.

a. Beazer objects to USEPA's apparent requirement that Beazer create a new document for the purpose of responding to this request. Beazer will produce responsive documents in its possession.

b. Beazer will produce responsive documents in its possession.

c. Beazer will produce responsive documents in its possession.

d. Beazer will produce responsive documents in its possession.

e. Beazer will produce responsive documents in its possession.

f. Beazer will produce responsive documents in its possession.

g. Beazer will produce responsive documents in its possession.

17. If the unit/area described above is no longer in use, how was such unit/area closed and what actions were taken to prevent or address potential or actual releases of waste constituents from the unit/area.

RESPONSE:

Northwest Terminal

Beazer is not aware of any information responsive to this Request.

Time Oil

Based on documents produced by Time Oil, Oregon DEQ, USEPA and LWG, Beazer has learned that the waste pile near the mixing area initially developed in connection with ECOVA's soil washing experiment. When the experiment failed, Time Oil was left with 3000 yards of exposed, contaminated dirt. Time Oil made ECOVA pay for a tarp to cover the material. ECOVA continued to monitor the soil stockpile and the tarp through the early 1990's. The

original tarp was replaced in 1995, after it wore out and began to tear. In or around 1996, Time Oil instituted a "short term" stockpile management plan which included a leachate sump. Leachate from the stockpile was pumped into a tank, and sediment was returned to the stockpile. The stockpile continued to grow over the course of the 1990's as Time Oil re-excavated the mixing area several times. It was eventually removed in 2002. The repeated re excavation of the mixing area resulted in the spread of contamination at the Site.

A separate unlicensed waste storage area to the east of the mixing area was "discovered" by Time Oil in 1997. Soil from this dump was dug up in 1998 and added to Time Oil's main soil stockpile, where it remained until the main stockpile was remediated in 2002.

18. For each Property, provide the following information regarding any current or former sewer or storm sewer lines or combined sanitary/storm sewer lines, drains, ditches, or tributaries discharging into the Willamette River:

    a. the location and nature of each sewer line, drain, ditch, or tributary;

    b. the date of construction of each sewer line, drain, ditch, or tributary;

    c. whether each sewer line, or drain was ever connected to a main trunk line;

    d. whether each sewer line, drain, ditch, or tributary drained any hazardous substance, waste, material or other process residue to the Willamette River; and

    e. provide any documentation regarding but not limited to the following on any and all outfalls to the Willamette River which are located within the boundaries of the Property(ies). Your response should include, but not be limited to:

        i. the areas serviced by the outfalls; and

        ii. the type of outfall (i.e., storm water or single facility operational).

RESPONSE:

Northwest Terminal

Beazer is producing the documents in its possession that contain information responsive to this request, NWT00050-1669. See supra Response 17c. Beazer understands that a sanitary sewer

line passed through the property circa 1973, but is unclear what was sent to the sanitary sewer and when. Beazer has no knowledge where the POTW discharged.

Time Oil

Time Oil has a main storm drain at the Site discharging to the Willamette River. Time Oil has been sampling storm water from this drain since at least 2001 and comparing the results to its NPDES permit limits. Time Oil's NPDES permit was issued in 1987. (See, BZTO104(e)048399)

In 2001, in the course of drilling a groundwater monitoring well, Time Oil "discovered" a west tending concrete storm drain located approximately 170 feet from the southern border of the Time Oil Site. This turned out to be an offshoot or "lateral" from the main storm drain. The lateral bisected an area of groundwater contamination that had been undergoing remediation. It is Beazer's understanding that in 2002, Time Oil placed an interceptor system in the storm drain to collect, treat and eliminate the contaminated groundwater that had been infiltrating it. Beazer does not know how long the storm drain was in operation, what volume of water it transported, whether the storm drain transported any contamination from the Site into the Willamette River, or whether Time Oil knew about the lateral before Time Oil reported it to the DEP. Beazer will produce documents in its possession related to this storm sewer and other sanitary and storm drain lines at the Time Oil Site.

19. Provide copies of any stormwater or property drainage studies, including data from sampling, conducted at these Properties on stormwater, sheet flow, or surface water runoff. Also provide copies of any Stormwater Pollution Prevention, Maintenance Plans, or Spill Plans developed for different operations during the Respondent's operation of each Property.

RESPONSE:

Northwest Terminal

Beazer is producing documents responsive to this Request.

Time Oil

Beazer did not own or operate the Time Oil Site. Nevertheless, Beazer is in possession of responsive documents it received from Time Oil, Oregon DEQ, USEPA and LWG. Beazer will produce responsive documents in its possession.

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Section 4.0 Respondent's Operational Activities

20. Describe the nature of your operations or business activities at each Property. If the operation or business activity changed over time, please identify each separate operation or activity, the dates when each operation or activity was started and, if applicable, ceased.

RESPONSE:

Northwest Terminal

KCI began leasing its Northwestern Terminal site in Portland from Northwest Natural Gas Company in 1965. KCI constructed a new coal tar distillation plant there in 1965, and in 1966 started processing coke oven tar. During the period 1966 to 1973, the plant produced chemical oil (various uses), creosote (used by wood preserving industry) and pitch (used by aluminum industry) by distillation of coal tar. In 1973, the production facility was shut down due to a lack of raw materials. In 1974, KCI received approval from the Oregon Department of Environmental Quality to operate the plant on a temporary basis for manufacturing experimental batches of electrode pitch, a new product consisting of both coal and petroleum residuals. That process was short lived. From approximately 1974 until the time KCI sold its operations at the site, the site was used predominantly for the storage and bulk transfer of creosote, coal tar and coal tar pitch. Creosote was also blended at the site after 1974 to produce specialty tar products. Raw materials were received by rail and stored in above ground tanks and finished products were shipped to other destinations by truck. KCI ceased operations at its Northwestern Terminal site on December 29 of 1988 when its leasehold interest in the property and its ownership of all assets at

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the site were assigned and sold to a separate company, Koppers Industries, Inc. KCI had no operations or business activities at this property after December 29, 1988. It is Beazer's understanding that Koppers Industries, Inc. continues to lease the property and has conducted business operations at the site from December 29, 1988 to the present.

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Time Oil

Beazer had no business operations at the Time Oil Site. Beazer was a customer of Time Oil's toll formulation business at the Site. See Beazer's response to Request No. 5 above. Despite 25 years of negotiation and litigation over KCI's and Beazer's alleged responsibility for investigation and remediation at the Site, Time Oil has never produced a witness to testify that KCI or Beazer managed, directed or conducted operations at the Time Oil Site specifically related to pollution (i.e. operations having to do with the leakage or disposal of hazardous waste) or decisions about compliance with environmental regulations.

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Because Time Oil's operations at the Time Oil Site involved mixing an EPA registered product and shipping it to KCI's customers, KCI was involved in certain procurement, quality control and product safety issues. KCI also provided documents and information necessary for Time Oil to comply with federal labeling and shipping requirements for Woodtox. But Beazer never had actual control over or the right to control Time Oil's activities at the Site.

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Further responding, Beazer states that, beginning in 1967, WTCC and later KCI (now known as Beazer) would receive customers' orders for Woodtox® and would transmit those orders to Time Oil. Time Oil would fill the orders, as described in Beazer's response to Request No. 11, and would ship the finished product to WTCC's and KCI's customers. WTCC and KCI procured raw materials from suppliers on the west coast and had those materials delivered to Time Oil. Beazer provided "recipes" for the finished product, but these recipes cannot be fairly characterized (as Time Oil has in other contexts) as "explicit blending instructions." Beazer relied on Time Oil to blend the product to limited specifications provided, because Time Oil had represented itself as an experienced toll formulator.

Woodtox® was an EPA-registered product. As such, WTCC and KCI supplied FIFRA-required and EPA-approved labels to Time Oil for shipment with Woodtox® to WTCC's and

KCI's customers. WTCC and KCI also supplied product data sheets and other product literature to Time Oil. Beazer did not provide shipping instructions. Beazer depended on Time Oil, as an experienced formulator, to know how to ship the finished product to Beazer's customers.

On various occasions, WTCC and KCI employees wrote to their counterparts at Time Oil to share industry news and product information, including worker health and safety information. These communications never took the form of restrictions or mandates, but were rather suggestions, including:

- "We bring this incident to your attention as information only in the hope that we are all more vigilant in guarding against industrial pollution."
- "[T]his information was given to you as an aid for possible improvement of your understanding of our products and the products you manufacture for us and should not be taken as mandatory recommendations on procedures to be followed."
- "Koppers assumes no liability for the accuracy of the information, and it should be used as reference only."
- "Again, please note Koppers has provided this material to you as reference and guidance, not for specific recommendation or required procedure under our blending contract."

Beazer's employees participated in one worker safety presentation at the Site. Otherwise, they visited occasionally, but did not instruct Time Oil's employees or managers on how to do their jobs. Time Oil's plant superintendant, Neill Gallagher, testified in Time Oil's insurance coverage litigation. Mr. Gallagher admitted that Time Oil ran the operations, not Beazer. As he described the relationship, "we would mix this product for them and ship it out to wherever was designated . . . ." (p. 94). He claimed that Beazer employees would sometimes visit the Site, "mainly to look around and give you orders to send stuff out." (*Id.*) Mr. Gallagher never asked Beazer for assistance with equipment or spill control "because I don't think it was their responsibility." When asked, "Whose responsibility was it?" Mr. Gallagher answered, "Time

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Oil's." *Id.* at 95. There is no evidence that any WTCC or KCI employee provided orders, instructions, comments or directions of any kind to Time Oil during Site visits with respect to Site operations, spill control, waste handling or environmental compliance.

WTCC and KCI insisted that Time Oil keep accurate inventories of raw materials and finished product. Some of the correspondence between Time Oil and WTCC/KCI involved those inventories.

WTCC maintained a lab at its plant in St. Louis. On a few occasions, the Woodtox® Time Oil mixed did not meet specifications or was otherwise sub-standard. On these occasions, Time Oil sent samples to the St. Louis lab for analysis. A chemist in St. Louis would do the analysis and would mail back suggestions for how to get the product back to within its specifications.

Deleted: Finally, WTCC and KCI's employees made one or two visits a year to the Time Oil Site. Based on the available records, these were in the nature of sales calls. There is no evidence that any WTCC or KCI employee provided orders, instructions, comments or directions of any kind to Time Oil during these visits.¶
WTCC's and KCI's customer relationship with Time Oil began in or around *1967* and ended in or around 1983.

21. At each Property, did you ever use, purchase, generate, store, treat, dispose, or otherwise handle any waste, or material? If the answer to the preceding question is anything but an unqualified "no," identify:

    a. in general terms, the nature and quantity of the waste or material so transported, used, purchased, generated, stored, treated, disposed, or otherwise handled;

    b. the chemical composition, characteristics, physical state (e.g., solid, liquid) of each waste or material so transported, used, purchased, generated, stored, treated, disposed, or otherwise handled;

    c. how each such waste or material was used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you; and

    d. the quantity of each such waste or material used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you.

RESPONSE:

Northwest Terminal

From 1966 to 1973, KCI purchased coal tar and distilled the tar into only three types of crude component products: pitch, chemical oil and creosote. A document authored on behalf of the

Columbia-Willamette Air Pollution Authority in 1970 reported that 700,000 gallons of tar was processed at the Northwest Terminal each month, resulting in 200,000 gallons of creosote and 2000 tons of pitch. KCI did not distill the chemical oil into refined component products such as benzene and xylene at this location.

From 1974 to 1988, KCI purchased pre-manufactured tar pitch from other sources, and stored those pitch products on site until the products were shipped to its customers. On a smaller scale, KCI also occasionally purchased creosote products and blended those products to its customers' specifications during this time frame.

Raw materials and products were shipped to and from the Northwest Terminal primarily via railcar, but also occasionally via barge (prior to the 1980s) and by truck.

The primary waste products associated with these activities were process water, tank sludges and spilled materials. The handling of KCI's process water is described in detail in previous response. Similarly, disposal of solid wastes, including material and product related spills, were primarily handled on site, as previously described above. According to KCI's response to a Congressional survey in 1979 (the "Eckhardt Report"), the solid wastes from the Northwest Terminal operations may have contained coal-tar related constituents, including naphtha, tar acids, tar bases, naphthalene, phenanthrene, anthracene, higher boiling oils and pitch. KCI estimated in 1979 that it generated and disposed of 100 tons of waste while the Northwest Terminal was operating as a tar distillation facility (until 1973). Solid waste volumes would have significantly diminished after distillation activities ceased in 1973.

Time Oil

No. Beazer refers USEPA to its objections to USEPA's definition of the word "material." Without waiving this objection or any of Beazer's other objections contained herein, Beazer states

that it did not own or operate the Time Oil Site, and so did not "use, purchase, generate, store, treat, dispose or otherwise handle any waste" there. Although not directly related to the Time Oil Site, WTCC and KCI did remotely procure raw materials for its Woodtox® product to be delivered to the Time Oil Site, including penta, mineral spirits, similar solvent products and wax. WTCC and KCI also forwarded customer orders to Time Oil which Time Oil filled and shipped to WTCC's and KCI's customers. These were useful, commercial products, not waste. Further answering, Beazer states:

a. Beazer will produce inventory and sales documents in it possession.

b. Mineral spirits and similar solvent products were delivered as liquids in drums or in bulk. Bagged penta was delivered as a solid in prill or pellet form. Wax was delivered in 75 pound blocks.

c. Beazer did not own or operate the Site, so this sub part does not apply to Beazer. For a description of Time Oil's activities, see response to Request No. 11 above.

d. Beazer did not own or operate the Site, so this sub part does not apply to Beazer. Beazer will produce documents in its possession related to the amounts of such materials handled by Time Oil.

22. Describe all activities at each Property that was conducted over, on, or adjacent to, the Willamette River. Include in your description whether the activity involved hazardous substances, waste(s), or materials and whether any such hazardous substances, waste(s), or materials were discharged, spilled, disposed of, dropped, or otherwise came to be located in the Willamette River.

RESPONSE:

Northwest Terminal

Early during its leasehold, KCI occasionally received tar-related materials and products from barges on the Willamette River. As explained above, KCI had limited rights to use a single

wooden pier dock owned by Gasco for these purposes. As explained above, KCI's use of Gasco's dock was extremely limited, ceased in approximately the mid-to-late 1970s, and was conducted with the use of an extensive spill containment and collection system designed and constructed by KCI. Other companies also used Gasco's dock facilities. Beazer is producing the referenced documents. See responses to Request 4.

Time Oil

See Response to Request No. 11 for a description of Time Oil's activities with respect to Woodtox® at the Time Oil Site. Such activities occurred approximately ½ mile from the Willamette River. See Response to Request No. 18 for a description of the storm drain on the Time Oil Site. Beazer did not own or operate the Site. This request is more appropriately directed to and answered by Time Oil.

According to Time Oil, groundwater underlying the Site discharges to the Willamette River. However, data collected from shoreline wells show that, with the exception of chromium concentrations in three of the wells and a single copper concentration, no constituent exceeded the preliminary screening levels established for the RI at the Site. The data collected from the shoreline wells indicate that penta is not discharging from the Site into the river.

23. For each Property at which there was or is a mooring facility, dock, wharf or any over-water structure, provide a summary of over-water activities conducted at the structure, including but not limited to, any material loading and unloading operations associated with vessels, materials handling and storage practices, ship berthing and anchoring, ship fueling, and ship building, retrofitting, maintenance, and repair.

RESPONSE:

Northwest Terminal

See Response to Request 22.

Time Oil

RESPONSE: Beazer did not own or operate the Time Oil Site and did not conduct any over-water activities. This request is more appropriately directed to and answered by Time Oil.

24. Describe all activities conducted on leased aquatic lands at each Property. Include in your description whether the activity involved hazardous substances, waste(s), or materials and whether any such hazardous substances, waste(s), or materials were discharged, spilled, disposed of, dropped, or otherwise came to be located on such leased aquatic lands.

RESPONSE:

Northwest Terminal

Beazer is not aware of any information responsive to this Request.

Time Oil

Beazer did not own or operate the Time Oil Site and did not conduct any activities on leased aquatic lands. This request is more appropriately directed to and answered by Time Oil.

25. Please describe the years of use, purpose, quantity, and duration of any application of pesticides or herbicides on each Property during the period of investigation (1937 - present). Provide the brand name of all pesticides or herbicides used.

RESPONSE:

Northwest Terminal

Beazer is not aware of any information responsive to this Request.

Time Oil

Woodtox® was a FIFRA-registered wood preservative. It was not "used" or "applied" at the Time Oil Site, but Time Oil was a toll formulator of Woodtox®. See responses to Request No. 11, for a description of Time Oil's activities with respect to Woodtox®.

26. Describe how wastes transported off the Property for disposal are and ever were handled, stored, and/or treated prior to transport to the disposal facility.

RESPONSE:

Northwest Terminal

Documents in Beazer's possession indicate that, toward the end of KCI's leasehold period, waste associated with spill and cleanup events may have been drummed and shipped off site for disposal. Beazer is not aware of whether this actually occurred, where the drums may have been shipped, or who may have transported the drums.

Time Oil

Beazer did not handle, store or treat wastes at the Site and did not transport wastes off of the Site for disposal and treatment. Based on documents produced by Time Oil, Oregon DEQ and LWG, it is Beazer's understanding that:

- From 1975 to 1979 Crosby & Overton used the site to store waste materials and to wash trucks which it used to collect and transport industrial waste. It is not clear where or how Crosby & Overton disposed of these wastes.
- In 1985 Time Oil excavated 288 yards of contaminated soil from the mixing area and disposed of it at a landfill in Arlington, Oregon.
- From 1985 to 2002, Time Oil stockpiled thousands of yards of contaminated soils on the property. In 2002, 8,800 yards (9,700 tons) of soil were shipped to a landfill in Alberta, Canada for disposal.
- Beginning in 2000, and with the approval of Oregon DEQ, Time Oil instituted a groundwater interim action. This interim action pumped groundwater at a rate of approximately 5.5 gallons per minute into an on-site waste water treatment plant. As of March, 2007 (the last period for which Beazer has information) approximately 28 million gallons of impacted groundwater had been treated and discharged from the system.
- In 1998, 112 drums of F027 contaminated material were removed from the Site and incinerated at a Laidlaw facility in Coffeyville, Kansas.
- In 2004, Time Oil began operating a series of In-Situ Chemical Oxidation ("ISCO") injection wells at the Site. Using these wells, Time Oil would inject a solution of Fenton's reagent into the soils at the Site for the purpose of oxidizing the pentachlorophenol in the soil and groundwater. To the best of Beazer' knowledge and understanding, 3 to 5 separate ISCO events have occurred at the site which have resulted in reducing the mass of residual penta in the soil by over 90%.
- In March, 2004, Time Oil installed a passive LNAPL recovery system at the Site. LNAPL is removed from wells LW215 and

LW275 during every quarterly sampling event. Recovered product was stored in 55 gallon drums pending disposal at a landfill.

27. Has Respondent ever arranged for disposal or treatment or arranged for transportation for disposal or treatment of materials to any Property (including the Willamette River) within the Investigation Area? If so, please identify every Property that Respondent's materials were disposed or treated at in the Investigation Area. In addition, identify:

a. the persons with whom the Respondent made such arrangements;

b. every date on which Respondent made such arrangements;

c. the nature, including the chemical content, characteristics, physical state (e.g., solid, liquid), and quantity (volume and weight) of all materials involved in each such arrangement;

d. in general terms, the nature and quantity of the non-hazardous materials involved in each such arrangement;

e. in general terms, the nature and quantity of any hazardous materials involved in each such arrangement;

f. the owner of the materials involved in each such arrangement, if not Respondent;

g. all tests, analyses, analytical results or manifests concerning each hazardous material involved in such transactions;

h. the address(es) for each Property, precise locations at which each material involved in such transactions actually was disposed or treated;

i. the owner or operator of each facility at which hazardous or non-hazardous materials were arranged to be disposed at within the Investigation Area;

j. who selected the location to which the materials were to be disposed or treated;

k. who selected the Property as the location at which hazardous materials were to be disposed or treated; and

l. any records of such arrangement(s) and each shipment.

RESPONSE:

Northwest Terminal

See response to Request 26. Beazer is not aware of any information indicating that it arranged for waste to be transported and/or disposed to areas within the Investigation Area.

Time Oil

No. Beazer objects to the phrase "arranged for disposal or treatment or arranged for transportation for disposal or treatment" as calling for a legal conclusion. Beazer never arranged for disposal or treatment or arranged for transportation for disposal or treatment of any materials at or from the Time Oil Site. Rather, Beazer had useful, commercial products delivered to Time Oil, and paid Time Oil to handle and mix those products to make Woodtox®, which Time Oil later shipped out to Beazer's customers. On its face, this is not an arrangement for the disposal of hazardous substances. Beazer did not arrange for Time Oil to dispose of anything. To the extent that Woodtox® or its constituents were disposed of at the Time Oil Site, Time Oil made the decision to dispose of Beazer's products on-site.

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With the "normal loss allowance," Beazer recognized that Time Oil could not be counted on to keep prefect inventory records, and that some product would be unaccounted for every month for whatever reason. At most, the loss allowance contemplates that some spillage could occur, but not necessarily would occur. In *Burlington Northern and Santa Fe Railroad v. U.S.*, 129 S. Ct. 1870, 173 L.Ed.2d 812 (2009) the United States Supreme Court held that an entity will qualify as an arranger **only** when it takes intentional steps to dispose of a hazardous substance. 129 S. Ct. at 1879. The court rejected the view that even the sale of a useful product could constitute an arrangement for disposal if the seller knows that some portion of the product could be disposed of. The court concluded:

> While it is true that in some instances an entity's knowledge that its product will be leaked, spilled, dumped, or otherwise discarded may provide evidence of the entity's intent to dispose of its hazardous wastes, knowledge alone is insufficient to prove that an entity "planned for" the disposal, particularly when the disposal occurs as a peripheral result of the legitimate sale of an unused, useful product.

Id. at 1.

BNSF effectively reversed the *Jones-Hamilton* case, which was the only basis for liability cited in LWG's 2006 PRP Information Summary submitted to EPA. *Jones-Hamilton v. Beazer*, 959 F.2d 126 (9th Cir. 1992). In *Jones-Hamilton*, Beazer was held liable as an arranger because its formulation contract with Jones-Hamilton allowed for "up to 2% by volume" for "spillage or shrinkage" each month. There was no evidence that Beazer intended that its product be disposed of. In fact, the whole point of the formulation contract was for Jones-Hamilton to mix a useful product for Beazer. Time Oil's PRP Information Summary claimed that the Time Oil Agreement contained a similar provision and that Beazer was therefore an "arranger" under *Jones-Hamilton*. Beazer disputes Time Oil's claim that the two agreements were substantially similar, in fact, the indemnity in Jones-Hamilton was, by its terms, limited to violation of certain laws. By contrast, the indemnity here is for the "performance or non-perfamance" of each and every activity causing contamination, called Time Oil "Services" under the indemnity. Moreover, after *BNSF*, the result reached in *Jones-Hamilton* is no longer good law.

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See Beazer's responses to Request No. 26, for details of Beazer's knowledge of such arrangements. Beazer will produce documents responsive to this request.

28. Describe the plants and other buildings or structures where Respondent carried out its operations at each Property within the Investigation Area (excluding locations where ONLY clerical/office work was performed).

RESPONSE:

Northwest Terminal

Beazer is producing documents responsive to this Request, which including descriptions of the buildings, tanks and other facilities used by Beazer.

Time Oil

Beazer did not own or operate the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. For a description of the buildings where Time Oil carried out its operations at the Site, see Beazer's response to Request No. 11.

29. Provide a schematic diagram or flow chart that fully describes and/or illustrates the Respondent's operations on each Property.

RESPONSE:

Northwest Terminal

Beazer is producing documents responsive to this Request, including descriptions of the buildings, tanks and facilities as such were used by KCI. See for example, January 27, 1966 "Effluent Treatment Facilities" document and a January 21, 1966 letter with attachments from D.L. O'Dell to the Oregon Department of Public Safety, located at NWT00050-1669. Beazer is not aware of any documents which "fully describe" KCI's operations at the Northwest Terminal, and objects to this Request to the extent that it purports to require Beazer to prepare such a document.

Time Oil

Beazer objects to any purported requirement that Beazer create a document that does not currently exist. Beazer will produce responsive documents within its possession, including maps and schematic drawings of the Site.

30. Provide a brief description of the nature of Respondent's operations at each location on each Property including:

    a. the date such operations commenced and concluded; and

    b. the types of work performed at each location, including but not limited to the industrial, chemical, or institutional processes undertaken at each location.

RESPONSE:

Northwest Terminal

Beazer objects to this Request as being unnecessarily duplicative. See the responses to previous requests, including responses to Requests 3, 4, 5 and 19.

Time Oil

Beazer did not own or operate the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. See Beazer's responses to Request No. 11 for a description of Time Oil's operations at the Site.

31. If the nature or size of Respondent's operations changed over time, describe those changes and the dates they occurred.

RESPONSE:

Northwest Terminal

Beazer objects to this Request as being unnecessarily duplicative. See the responses to previous requests, including responses to Requests 3, 4, 5 and 19.

Time Oil

Beazer never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. Time Oil formulated Woodtox® for WTCC and later KCI from 1967 until approximately 1983. After 1983, formulation activities at the Site ceased. It is Beazer's understanding that Time Oil ceased all operations at the Site in 2001.

32. List the types of raw materials used in Respondent's operations, the products manufactured, recycled, recovered, treated, or otherwise processed in these operations.

RESPONSE:

Northwest Terminal

Beazer objects to this Request as being unnecessarily duplicative. See the responses to previous requests, including responses to Requests 15 and 19.

Time Oil

Beazer never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. See Beazer's responses to Request No. 11, for a description of some of the raw materials used by Time Oil.

33. Provide copies of Material Safety Data Sheets (MSDS) for materials used in the Respondent's operations.

RESPONSE:

Northwest Terminal

Beazer has been unable to locate copies of any MSDSs for materials used in the historic operations.

Time Oil

Beazer objects to the terms "Respondent's operations" as calling for a legal conclusion. Beazer never owned or operated the Time Oil Site. Beazer will produce copies of MSDSs in its possession related to Woodtox®.

34. Describe the cleaning and maintenance of the equipment and machinery involved in these operations, including but not limited to:

a. the types of materials used to clean/maintain this equipment/machinery;

b. the monthly or annual quantity of each such material used;

c. the types of materials spilled in Respondent's operations;

d. the materials used to clean up those spills;

e. the methods used to clean up those spills; and

f. where the materials used to clean up those spills were disposed of.

RESPONSE:

Northwest Terminal

Beazer is not aware of any equipment and/or machinery-specific information responsive to this Request.

Time Oil

Beazer never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. Beazer will produce documents relating to Time Oil's maintenance – and lack of maintenance – at the Site, including information related to spillage and Time Oil's failure to clean up spills at the Site.

35. Describe the methods used to clean up spills of liquid or solid materials during Respondent's operation.

RESPONSE:

Northwest Terminal

Beazer objects to this Request as being unnecessarily duplicative. See the responses to Requests 62-69.

Time Oil

Beazer never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. Beazer will produce documents relating to Time Oil's maintenance – and lack of maintenance – at the Site, including information related to spillage and Time Oil's failure to clean up spills at the Site.

36. For each type of waste (including by-products) from Respondent's operations, including but not limited to all liquids, sludges, and solids, provide the following information:

a. its physical state;

b. its nature and chemical composition;

c. its color;

d. its odor;

e. the approximate monthly and annual volumes of each type of waste (using such measurements as gallons, cubic yards, pounds, etc.); and

f. the dates (beginning & ending) during which each type of waste was produced by Respondent's operations.

RESPONSE:

Northwest Terminal

Beazer objects to this Request as being unnecessarily duplicative. See the previous responses to this Requests, including responses to Requests 38, 41, 42, and 45.

Time Oil

Beazer never owned or operated the Time Oil Site. Therefore, this request does not apply to Beazer. This request is more appropriately directed to and answered by Time Oil. Beazer will produce documents in its possession related to wastes produced by Time Oil at the Site.

37. Provide a schematic diagram that indicates which part of Respondent's operations generated each type of waste, including but not limited to wastes generated by cleaning and maintenance of equipment and machinery and wastes resulting from spills of liquid materials.

RESPONSE:

Northwest Terminal

Beazer is not aware of any schematic diagram that contains information responsive to this Request, and objects to this Request to the extent it purports to obligate Beazer to create such a diagram.

Time Oil

Beazer never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. Beazer objects to any purported requirement that it create documents that do not currently exist. Beazer will produce responsive documents in its possession pertaining to Time Oil's operations.

38. Identify all individuals who currently have and those who have had responsibility for Respondent's environmental matters (e.g., responsibility for the disposal, treatment, storage, recycling, or sale of Respondent's wastes). Also provide each individual's job title, duties, dates performing those duties, supervisors for those duties, current position or the date of the individual's resignation, and the nature of the information possessed by such individuals concerning Respondent's waste management.

RESPONSE:

Northwest Terminal

John Oxford (Plant Manger in 1980's)

C.W. Fisher – no contact information available.

Jordan Dern -13200 W Newberry Road,Unit Q-92, Newberry, FL 32669) (352) 629-8101

Jon Anderson – 1431 Stewart Road, McDonald, PA 15057 (724) 926 8265

W.B. Jackson – no contact information available.

Robert L. Shannon – 199 Norman Drive, Cranbury Twp, NJ 16066 (724) 776-8199

Gary Edwards – 224 Meadow Road, Apt 9, Seneca, PA 16346

L.F. Flaherty – 15 Old Tree Farm Lane, Trumbull, CT 06611. 203-268-3659

Time Oil

Beazer objects to this request on the grounds that it is overly broad and unduly burdensome in that it is in no way restricted to the Time Oil Site or the Portland Harbor Superfund Site. Without waiving this objection or its general objections, Beazer states that current Beazer employee and Jane Patarcity has, on occasion between 1990 and the present, consulted with Time Oil on environmental matters. Ms. Patarcity may be contacted through Beazer. The Time Oil employees with responsibility for environmental matters have included Neil Gallagher, Terrill Henderson, Richard Gordon, Fred Proby and Kevin Murphy.

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39. For each type of waste describe Respondent's contracts, agreements, or other arrangements for its disposal, treatment, or recycling.

RESPONSE:

Northwest Terminal

Beazer is aware of documents indicating that KCI may have had a contract in the 1980s for the disposal off-site of creosote-contaminated soil associated with an off-site truck spill event with Chem-Security Systems, Inc. Also, an "Application to Dispose of Special Wastes" dated June 9, 1987, indicated that KCI also had a waste disposal contract with Metropolitan Disposal Service, although contemporaneous documents indicate that KCI did not generate reportable quantities of waste for off-site disposal. The documents are being produced. KCI also discharged waste water to the sanitary sewer authority. See previous responses to these Requests, including responses to Request 13.

Time Oil

Beazer never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. Beazer does not believe that it is in possession of responsive documents.

40. Provide copies of such contracts and other documents reflecting such agreements or arrangements, including, but not limited to the following:

    a. state where Respondent sent each type of its waste for disposal, treatment, or recycling;

    b. identify all entities and individuals who picked up waste from Respondent or who otherwise transported the waste away from Respondent's operations (these companies and individuals shall be called "Waste Carriers" for purposes of this Information Request);

    c. if Respondent transported any of its wastes away from its operations, please so indicate;

    d. for each type of waste specify which Waste Carrier picked it up;

    e. indicate the ultimate disposal/recycling/treatment location for each type of waste;

f. provide all documents indicating the ultimate disposal/recycling/treatment location for each type of waste; and

g. state the basis for and provide any documents supporting the answer to the previous question.

RESPONSE:

Northwest Terminal

See the response to Request 39.

Time Oil

Beazer never owned or operated the Time Oil Site, so this request does not apply to Beazer. This request is more appropriately directed to and answered by Time Oil. Beazer does not believe that it is in possession of responsive documents.

41. Describe all wastes disposed by Respondent into Respondent's drains including but not limited to:

a. the nature and chemical composition of each type of waste;

b. the dates on which those wastes were disposed;

c. the approximate quantity of those wastes disposed by month and year;

d. the location to which these wastes drained (e.g., septic system or storage tank at the Property, pretreatment plant, Publicly Owned Treatment Works (POTW), etc.); and

e. whether and what pretreatment was provided.

RESPONSE:

Northwest Terminal

Beazer is producing records in its possession which are responsive to Request 41, NWT00050-1669.

Time Oil

Beazer never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. Beazer has no particular knowledge of Time Oil's disposal

of waste drains. Beazer will produce documents related to Time Oil's disposal of materials on the Site.

42. Identify any sewage authority or treatment works to which Respondent's waste was sent.

RESPONSE:

Northwest Terminal

Beazer is producing records in its possession which are responsive to Request 41, NWT00050-1669.

Time Oil

Beazer never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. Beazer has no particular knowledge of responsive information.

43. Describe all settling tank, septic system, or pretreatment system sludges or other treatment wastes resulting from Respondent's operations.

RESPONSE:

Northwest Terminal

Other than a January 26, 1966 letter indicating that KCI was considering sending sanitary waste to septic tanks and then dry wells, Beazer is not aware of any information responsive to this Request.

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Time Oil

Beazer never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. Beazer has no particular knowledge of responsive information.

44. If applicable, describe the facilities, processes and methods Respondent or Respondent's contractor used, and activities engaged in, either currently or in the past, related to ship building, retrofitting, maintenance or repair, including, but not limited to, dry-docking operations, tank cleaning, painting and re-powering.

RESPONSE:

Northwest Terminal

This Request is not applicable to Beazer. KCI engaged in no ship building, retrofitting, maintenance or repair, including, but not limited to, dry-docking operations, tank cleaning, painting or re-powering.

Time Oil

Not applicable.

45. Describe any hazardous substances, wastes, or materials used or generated by the activities described in response to the previous Question and how these hazardous substances, materials and wastes were released or disposed of.

RESPONSE:

Northwest Terminal

This Request is not applicable to Beazer. See supra Response 43.

Time Oil

Not applicable.

46. Provide copies of any records you have in your possession, custody or control relative to the activities described in response to the previous two Questions.

RESPONSE:

Northwest Terminal

This Request is not applicable to Beazer. See supra Response 43.

Time Oil

Not applicable.

47. Describe any process or activity conducted on a Property identified in response to Question 4 involving the acquisition, manufacture, use, storage, handling, disposal or release or threatened release of polychlorinated biphenyl(s) ("PCB(s)" or PCB(s)-containing materials or liquids.

RESPONSE:

Northwest Terminal

Beazer is not aware of any information responsive to this Request, and believes that KCI did not engage in the acquisition, manufacture, use, storage, handling, disposal or release or threatened release of PCBs or PCB-containing materials or liquids at the Northwest Terminal. Beazer is producing a document which indicates that oil from transformers used on the Northwest Parcel was tested and determined to not contain PCBs.

Time Oil

See response to question no. 11. Crosby & Overton stored, handled and apparently spilled PCB-containing waste in the area designated on Time Oil's documents as the "Crosby & Overton Tank area." Soils in the Crosby & Overton Tank area were remediated in 1987, 1989 and 2002. Time Oil has repeatedly claimed that groundwater in this area has not been impacted, but the extent of groundwater sampling in this area is unclear.

48. For each process or activity identified in response to the previous Question, describe the dates and duration of the activity or process and the quantity and type of PCB(s) or PCB(s)-containing materials or liquids.

RESPONSE:

Northwest Terminal

See response to Request 47.

Time Oil

See response to question no. 11. Beazer will produce responsive documents in its possession.

49. For each process or activity identified in response to the previous two Questions, identify the location of the process or activity on the Property.

RESPONSE:

Northwest Terminal

See response to Request 47.

Time Oil

See response to question no. 11. Beazer will produce responsive documents in its possession.

Section 5.0 Regulatory Information

50. Identify all federal, state and local authorities that regulated the owner or operator of each Property and/or that interacted with the owner or operator of each Property. Your response is to address all interactions and in particular all contacts from agencies/departments that dealt with health and safety issues and/or environmental concerns.

RESPONSE:

Northwest Terminal

Oregon Department of Environmental Quality

United States Environmental Protection Agency

Columbia-Willamette Air Pollution Authority

The City of Portland Oregon, Department of Public Works

United States Army Corps of Engineers

United States Coast Guard

Oregon State Fire Marshal

Oregon State Sanitary Authority

Oregon Department of Public Safety

Time Oil

Beazer never owned or operated the Time Oil Site. This inquiry is more appropriately directed to and answered by Time Oil. It is Beazer's understanding, however, that Oregon DEQ

has been the lead agency at the Site since at least the early 1980s. Beazer will produce documents in its possession related to Time Oil's interactions with Oregon DEQ. The Oregon Department of Health also inspected the site on several occasions in the 1970's and 1980's.

51. Describe all occurrences associated with violations, citations, deficiencies, and/or accidents concerning each Property during the period being investigated related to health and safety issues and/or environmental concerns. Provide copies of all documents associated with each occurrence described.

RESPONSE:

Northwest Terminal

Beazer objects to his Request to the extent it would require verbatim and extensive reproduction of information set forth in documents being produced by Beazer. Documents associated with "violations, citations, deficiencies, and/or accidents" at the Northwest Terminal are being produced by Beazer NWT002005-2118.

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Time Oil

See Response to No. 11 for a description of violations, citations and deficiencies. Beazer will produce responsive documents in its possession.

52. Provide a list of all local, state and federal environmental permits ever issued to the owner or operator on each Property (e.g., RCRA permits, NPDES permits, etc.). Please provide a copy of each federal and state permit, and the applications for each permit, ever issued to the owner or operator on each Property.

RESPONSE:

Northwest Terminal

Documents being produced by Beazer reference the following listed permits. To the extent Beazer possesses copies of each permit, such copies are being produced.

NPDES 2180-J

Air Quality Containment Discharge Permit 26-2930

Waste Water Discharge Permit OR-100011-9

NPDES 3077-J

Effluent Permit expired 11/30/79

Air Permit expired 12/31/79

Revocable Permit to Erect 7 Flammable Liquid Storage Tanks at 7900 St. Helens Road

Waste Water Discharge Permit OR-000077-9

NPDES 100419

Waste Disposal Permit 47430

Documents responsive to this Request are being produced under NWT000001-1669.

Time Oil

Beazer never owned or operated the Time Oil Site. This question is more appropriately directed to and answered by Time Oil. Beazer will produce documents in its possession related to permits issued to Time Oil.

53. Did the owner or operator ever file a Hazardous Waste Activity Notification under the RCRA? If so, provide a copy of such notification.

RESPONSE:

Northwest Terminal

Documents in Beazer's possession anecdotally report that KCI initially applied for interim status under RCRA but withdrew that application as a result of its cessation of manufacturing activities in 1973. Beazer has not located any additional documents or information responsive to this Request.

Time Oil

Beazer never owned or operated the Time Oil Site. This question is more appropriately directed to and answered by Time Oil. Beazer will produce documents in its possession related to permits issued to Time Oil.

54. Did the owner or operator's facility on each Property ever have "interim status" under the RCRA? If so, and the facility does not currently have interim status, describe the circumstances under which the facility lost interim status.

RESPONSE:

Northwest Terminal

See response to Request 53.

Time Oil

Unknown. See Beazer response to Request Nos. 11 and 16.

55. Provide all RCRA Identification Numbers issued to Respondent by EPA or a state for Respondent's operations.

RESPONSE:

Northwest Terminal

Because of the nature of historic operations, no RCRA ID numbers were issued for activities at the Northwest Terminal.

Time Oil

Beazer never owned or operated the Time Oil site. This request is more appropriately directed to and answered by Time Oil. Beazer does not believe that Time Oil ever had an RCRA identification number.

56. Identify all federal offices to which Respondent has sent or filed hazardous substance or hazardous waste information. State the years during which such information was sent/filed.

RESPONSE:

Northwest Terminal

See response to Request 53. Consistent with KCI's operations on the leasehold, Beazer is not aware of any additional information responsive to this request, other than the response to the

federal Congressional Eckhardt Survey in 1979. Beazer is producing the Eckhardt Survey response form for the Northwest Terminal.

Time Oil

Beazer never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. Beazer will produce responsive documents in its possession.

57. Identify all state offices to which Respondent has sent or filed hazardous substance or hazardous waste information. State the years during which such information was sent/filed.

RESPONSE:

Northwest Terminal

See Response 52.

Time Oil

Beazer never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. Beazer will produce responsive documents in its possession.

58. List all federal and state environmental laws and regulations under which Respondent has reported to federal or state governments, including but not limited to: Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq. (TSCA); Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Sections 1101 et seq. (EPCRA); and the Clean Water Act (the Water Pollution Prevention and Control Act), 33 U.S.C. Sections 1251 et seq.; Oregon Hazardous Substance Remedial Action law, ORS 465.315; Oregon Water Quality law, ORS Chapter 468(b); Oregon Hazardous Waste and Hazardous Materials law, ORS Chapters 465 and 466; or Oregon Solid Waste law, ORS Chapter 459. Provide copies of each report made, or if only oral reporting was required, identify the federal and state offices to which such report was made.

RESPONSE:

Northwest Terminal

Beazer objects to this request as being over burdensome. Beazer is producing documents containing responsive information. Beazer is not aware of any solely oral reporting.

Time Oil

Beazer never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. Beazer will produce responsive documents in its possession.

59. Provide a copy of any registrations, notifications, inspections, or reports required by the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., or state law, to be maintained or submitted to any government agency, including fire marshal(s), relating to PCB(s) or PCB(s)-containing materials or liquids on any Property identified in response to Question 4.

RESPONSE:

Northwest Terminal

Beazer is not aware of any information responsive to this Request.

Time Oil

Beazer never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. Beazer will produce responsive documents in its possession.

60. Has Respondent or Respondent's contractors, lessees, tenants, or agents ever contacted, provided notice to, or made a report to the Oregon Department of State Lands ("DSL") or any other state agency concerning an incident, accident, spill, release, or other event involving Respondent's leased state aquatic lands? If so, describe each incident, accident, spill, release, or other event and provide copies of all communications between Respondent or its agents and DSL or the other state agency and all documents that were exchanged between Respondent, its agents, and DSL or other state agency.

RESPONSE:

Northwest Terminal

This request is not applicable to Beazer, as KCI did not lease state aquatic lands.

Time Oil

Beazer has never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. Beazer is not presently aware of any information responsive to this request.

61. Describe all notice or reporting requirements to DSL that you had under an aquatic lands lease or state law or regulation regarding incidents affecting, or activities or operations occurring on leased aquatic lands. Include the nature of the matter required to be reported and the office or official to whom the notice or report went to. Provide copies of all such notices or reports.

RESPONSE:

Northwest Terminal

This request is not applicable to Beazer, as KCI did not lease state aquatic lands.

Time Oil

Beazer has never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. Beazer is not presently aware of any information responsive to this request.

Section 6.0 Releases and Remediation

62. Identify all leaks, spills, or releases into the environment of any waste, including petroleum, hazardous substances, pollutants, or contaminants, that have occurred at or from each Property, which includes any aquatic lands owned or leased by Respondent. In addition, identify, and provide copies of any documents regarding:

    a. when such releases occurred;

    b. how the releases occurred (e.g., when the substances were being stored, delivered by a vendor, transported, or transferred (to or from any tanks, drums, barrels, or recovery units), and treated);

    c. the amount of each hazardous substances, pollutants, or contaminants so released;

    d. where such releases occurred;

e. any and all activities undertaken in response to each such release or threatened release, including the notification of any agencies or governmental units about the release;

f. any and all investigations of the circumstances, nature, extent, or location of each release or threatened release including, the results of any soil, water (ground and surface), or air testing undertaken;

g. all persons with information relating to these releases; and

h. list all local, state, or federal departments or agencies notified of the release, if applicable.

RESPONSE:

Northwest Terminal

Beazer objects to this request as being unnecessarily duplicative. As explained above, during KCI's leasehold at the Northwest Terminal, KCI occasionally experienced tar-related material and product spills associated with loading and unloading operations, tank storage and equipment leaks. Documents associated with such spills and the handling of spills and spilled materials are being produced under NWT002311-2387.

To the extent that KCI's use of its biological degradation leach field is considered responsive to this Request, see the previous responses described above and the related documents being produced under NWT00050-1669.

To the extent that KCI's use of its waste water outfall is considered responsive to this Request, see the responses to Requests answered above and the related documents being produced under NWT00050-1669.

Time Oil

See Response to Request No. 11. Beazer will produce responsive documents in its possession.

63. Was there ever a spill, leak, release or discharge of waste, including petroleum, or hazardous substances, pollutant or contaminant into any subsurface disposal system or

floor drain inside or under a building on the Property? If the answer to the preceding question is anything but an unqualified "no", identify:

a. where the disposal system or floor drains were located;

b. when the disposal system or floor drains were installed;

c. whether the disposal system or floor drains were connected to pipes;

d. where such pipes were located and emptied;

e. when such pipes were installed;

f. how and when such pipes were replaced, or repaired; and

g. whether such pipes ever leaked or in any way released such waste or hazardous substances into the environment.

RESPONSE:

Northwest Terminal

Beazer is not aware of any information or documents responsive to this request as stated, namely, as limited to systems or drains "inside or under a building." To the extent KCI's land-based biological treatment system and/or storm water collection and treatment systems are considered responsive to this request, see previous responses answered above. Beazer does have information that as of 1985, a drain from a laboratory sink emptied directly into the tank farm sump prior to being pumped into a water holding tank. There is no evidence of any leak, release or spill from this drain.

Time Oil

Based on documents in Beazer's possession from Time Oil and other sources, it appears that Time Oil had a history of spills and releases both inside and outside the mixing building. Most of these were unreported. It is unclear whether these releases occurred into a sub-surface disposal system, but through 1983 it is clear that there was no spill control plan for the mixing area or the warehouse.

64. Has any contaminated soil ever been excavated or removed from the Property? Unless the answer to the preceding question is anything besides an unequivocal "no", identify and provide copies of any documents regarding:

a. amount of soil excavated;

b. location of excavation presented on a map or aerial photograph;

c. manner and place of disposal and/or storage of excavated soil;

d. dates of soil excavation;

e. identity of persons who excavated or removed the soil, if other than a contractor for Respondent;

f. reason for soil excavation;

g. whether the excavation or removed soil contained hazardous substances, pollutants or contaminants, including petroleum, what constituents the soil contained, and why the soil contained such constituents;

h. all analyses or tests and results of analyses of the soil that was removed from the Property;

i. all analyses or tests and results of analyses of the excavated area after the soil was removed from the Property; and

j. all persons, including contractors, with information about (a) through (i) of this request.

RESPONSE:

Northwest Terminal

Documents in Beazer's possession anecdotally indicate that soil impacted by spills of products and materials was occasionally removed from the place of release and disposed of on an area near the northern boundary of the leased premises. Beazer is not aware of any additional information responsive to this Request.

Time Oil

See responses to Requests No. 11 and 15. Beazer will produce responsive documents in its possession.

65. Have you ever tested the groundwater under your Property? If so, please provide copies of all data, analysis, and reports generated from such testing.

RESPONSE:

Northwest Terminal

Beazer does not believe that KCI ever commissioned testing of ground water associated with the Northwest Terminal to be performed on its behalf. An August 27, 1984 document being produced by Beazer indicates that the State of Oregon took five groundwater samples in 1982 from wells located near the former on-site solid waste disposal area. An ODEQ document dated September 10, 1993, claims to reports the results of these samples. Those documents are being produced.

Time Oil

The groundwater at the Time Oil Site has been extensively tested and remediated. Beazer will produce responsive documents in its possession.

66. Have you treated, pumped, or taken any kind of response action on groundwater under your Property? Unless the answer to the preceding question is anything besides an unequivocal "no", identify and provide copies of any documents regarding:

a. reason for groundwater action;

b. whether the groundwater contained hazardous substances, pollutants or contaminants, including petroleum, what constituents the groundwater contained, and why the groundwater contained such constituents;

c. all analyses or tests and results of analyses of the groundwater;

d. if the groundwater action has been completed, describe the basis for ending the groundwater action; and

e. all persons, including contractors, with information about (a) through (c) of this request.

RESPONSE:

Northwest Terminal

Beazer never treated, pumped or took any kind of response action on groundwater under the Northwest Terminal parcel.

Time Oil

Beazer has never owned nor operated the Time Oil Site. However, pursuant to an Interim Cost Sharing Agreement ("ISCA") executed in 1999, Beazer has contributed in excess of $3 million to Time Oil's remedial activities at the site. These activities have included extensive pumping and treating, ISCO events and passive LNAPL recovery. Beazer will produce responsive documents in its possession.

67. Was there ever a spill, leak, release or discharge of a hazardous substance, waste, or material into the Willamette River from any equipment, structure, or activity occurring on, over, or adjacent to the river? If the answer to the preceding question is anything but an unequivocal "no", identify and provide copies of any documents regarding:

    a. the nature of the hazardous substance, waste, or material spilled, leaked, released or discharged;

    b. the dates of each such occurrence;

    c. the amount and location of such release;

    d. were sheens on the river created by the release;

    e. was there ever a need to remove or dredge any solid waste, bulk product, or other material from the river as a result of the release? If so, please provide information and description of when such removal/dredging occurred, why, and where the removed/dredged materials were disposed.

RESPONSE:

Northwest Terminal

The Northwest Terminal was located approximately 1800 feet from the River. KCI did not conduct operations "on, over, or adjacent to the river," with the exception of activities associated

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with the occasional use of the dock owned and controlled by Gasco. Beazer is not aware of any information associated with KCI's use of Gasco's dock that is responsive to this Request.

Time Oil

Beazer never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. See responses to Request Nos. 18, 22 and 27. Beazer will produce responsive documents in its possession.

68. For any releases or threatened releases of PCB(s), identify the date, quantity, location and type of PCB(s), or PCB(s)-containing materials or liquids, and the nature of any response to or cleanup of the release.

RESPONSE:

Northwest Terminal

Beazer is not aware of any releases or threatened releases of PCB(s) or PCB(s) containing materials associated with the Northwest Terminal.

Time Oil

Beazer never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. Beazer will produce responsive documents in its possession.

69. For any releases or threatened releases of PCB(s) and/or PCB(s)-containing materials or liquids, identify and provide copies of any documents regarding the quantity and type of waste generated as a result of the release or threatened release, the disposition of the waste, provide any reports or records relating to the release or threatened release, the response or cleanup and any records relating to any enforcement proceeding relating to the release or threatened release.

RESPONSE:

Northwest Terminal

Beazer is not aware of any releases or threatened releases of PCB(s) or PCB(s) containing materials associated with the Northwest Terminal.

Time Oil

Beazer never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. Beazer will produce responsive documents in its possession.

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Section 7.0 Property Investigations

70. Provide information and documentation concerning all inspections, evaluations, safety audits, correspondence and any other documents associated with the conditions, practices, and/or procedures at the Property concerning insurance issues or insurance coverage matters.

RESPONSE:

Northwest Terminal

Beazer is not aware of any such information or documents associated with the conditions, practices, and/or procedures at the Property concerning insurance issues or insurance coverage matters.

Time Oil

Beazer never owned or operated the Time Oil Site. This request is more appropriately directed to and answered by Time Oil. Beazer will produce responsive documents in its possession.

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71. Describe the purpose for, the date of initiation and completion, and the results of any investigations of soil, water (ground or surface), sediment, geology, and hydrology or air quality on or about each Property. Provide copies of all data, reports, and other documents that were generated by you or a consultant, or a federal or state regulatory agency related to the investigations that are described.

RESPONSE:

Northwest Terminal

Beazer is unaware of any physical investigations of environmental media, as described above, that were performed during KCI's leasehold period or otherwise on its behalf. Beazer is

producing documents in its possession which relate to such investigations performed on behalf of other entities, these documents are attached under NWT002422-3735. Beazer did not commission these investigations, does not vouch for their accuracy and does not endorse or adopt their conclusions. The documents themselves may contain statements regarding the purpose, timing and results of the investigations.

Time Oil

Various investigations have occurred at the Site since the early 1980s, all by or at the request of Time Oil. Pursuant to the ISCA, Beazer has helped to fund some of these investigations. Beazer will produce responsive documents in its possession.

72. Describe any remediation or response actions you or your agents or consultants have ever taken on each Property either voluntarily or as required by any state or federal agency. If not otherwise already provided under this Information Request, provide copies of all investigations, risk assessments or risk evaluations, feasibility studies, alternatives analysis, implementation plans, decision documents, monitoring plans, maintenance plans, completion reports, or other document concerning remediation or response actions taken on each Property.

RESPONSE:

Northwest Terminal

Other than as otherwise described in prior Responses and referenced documents, Beazer has not been involved in remedial or response activities conducted at the Northwest Terminal.

Time Oil

See responses to Requests 6, 11, 15, 17, 18, 22, 26, 47, 63, and 66. Beazer will produce responsive documents in its possession. Responding further, Beazer states that in 1999, Time Oil sued Beazer under, *inter alia,* CERCLA (42 U.S.C. § 9601, *et seq.*), seeking to force Beazer to contribute to its clean-up costs at a small portion of the Site. Rather than litigate first and clean up later, and while preserving its vehement dispute over its alleged legal liability for Site-related costs, Beazer began to work with Time Oil and to contribute money and expertise to Time Oil's

clean-up effort. Beazer eventually settled with Time Oil, the lawsuit went away, and no admissions of liability were ever made. Beazer understood that the Site was adjacent to the Portland Harbor, and that remediating the Site would eliminate a potential source of contamination to the Harbor. Beazer and Time Oil have spent millions of dollars investigating and cleaning up the small portion of the Site where Time Oil conducted the operations associated with its contract with KCI. More than a quarter century after Time Oil first acknowledged contamination at this portion of the Site, cleanup is nearly complete.

73. Are you or your consultants planning to perform any investigations of the soil, water (ground or surface), geology, hydrology, and/or air quality on or about the Property? If so, identify:

    a. what the nature and scope of these investigations will be;

    b. the contractors or other persons that will undertake these investigations;

    c. the purpose of the investigations;

    d. the dates when such investigations will take place and be completed; and

    e. where on the Property such investigations will take place.

    RESPONSE:

    Northwest Terminal

    Beazer has no current plans to conduct such investigations.

    Time Oil

    Beazer has no such plans. Beazer will produce responsive documents in its possession.

Section 8.0 Corporate Information

74. Provide the following information, when applicable, about you and/or your business(es) that are associated with each Property identified in response to Question 4:

    a. state the current legal ownership structure (e.g., corporation, sole proprietorship);

    RESPONSE: Beazer is a corporation.

b. state the names and current addresses of current and past owners of the business entity or, if a corporation, current and past officers and directors;

RESPONSE: Beazer objects to this Sub-Question as irrelevant, overly broad and unduly burdensome to the extent it seeks identification of each and every "past" officer and director of Beazer East, Inc. from the date of its incorporation in 1944 to the present. Without waiving any of the foregoing objections, Beazer identifies the names and addresses of its current officers and directors as follows:

Jill M. Blundon, Director, Vice President and Secretary, One Oxford Centre, Suite 3000, Pittsburgh, PA 15219;

Robert S. Markwell, Director and Vice President, One Oxford Centre, Suite 3000, Pittsburgh, PA 15219;

Karen M. Mance, Chief Financial Officer, Treasurer and Vice President, One Oxford Centre, Suite 3000, Pittsburgh, PA 15219;

Joan S. Gilardi, Assistant Secretary, One Oxford Centre, Suite 3000, Pittsburgh, PA 15219;

John M. Hutchinson, Assistant Secretary, 300 E. John Carpenter Freeway, Suite 1645, Irving, TX 75062;

Charles E. McChesney II, Assistant Secretary, One Oxford Centre, Suite 3000, Pittsburgh, PA 15219;

Mary D. Wright, Assistant Secretary, One Oxford Centre, Suite 3000, Pittsburgh, PA 15219;

Donna L. Kopach, Assistant Secretary, One Oxford Centre, Suite 3000, Pittsburgh, PA 15219; and

Amy C. Yi, Assistant Secretary, 300 E. John Carpenter Freeway, Suite 1645, Irving, TX 75062.

c. discuss all changes in the business' legal ownership structure, including any corporate successorship, since the inception of the business entity. For example, a business that starts as a sole proprietorship, but then incorporates after a few years, or a business that is subsequently acquired by and merged into a successor. Please include the dates and the names of all parties involved;

RESPONSE: H. Koppers Company was incorporated in the State of Maine on March 20, 1912, and maintained its headquarters in Chicago, Illinois. In 1914, the company changed its name to H. Koppers Company (Pennsylvania). In March 1915, H. Koppers Company (Pennsylvania) moved its headquarters to Pittsburgh, Pennsylvania and reincorporated under the laws of Pennsylvania on November 3, 1915. On or about August 22, 1918, the company changed its name to The Koppers Company. On July 24, 1930, The Koppers Company entered the wood preservation business when it incorporated The Wood Preserving Corporation as a corporate subsidiary in the State of Delaware. Soon thereafter, The Wood Preserving Corporation acquired three companies that owned and operated various wood treating plants throughout the United States - Ayer & Lord Tie Co., Century Wood Preserving Co. and National Lumber & Creosoting Co. In 1940, The Koppers Company liquidated The Wood Preserving Corporation to form the Wood Preserving Division of Koppers Company. On October 7, 1944, The Koppers Company and several other entities agreed to merge into Koppers Company, Inc.

Koppers Company, Inc. was incorporated in the State of Delaware on September 30, 1944, and maintained its principal place of business in Pittsburgh, Pennsylvania. Koppers Company, Inc. at that time at until November 1988 was a publicly traded company. In April 1954, Koppers Company, Inc. acquired all of the outstanding stock of the American Lumber and Treating Company and then liquidated the company in June 1954. In 1957, the American Lumber and Treating Company was dissolved.

In December 1971, Koppers Company, Inc. acquired various trademarks, products and property from Wood Treating Chemicals Company and operated this business as a department within Koppers Company, Inc.

In June 1988, BNS Acquisitions, Inc., a Delaware corporation and an indirect, wholly-owned subsidiary of Beazer PLC, acquired a majority of the common shares of stock of Koppers Company, Inc. At that time, BNS Acquisitions, Inc. was a wholly-owned subsidiary of BNS Sub, Inc., which was a wholly-owned subsidiary of BNS, Inc., which was a subsidiary of Beazer USA, Inc., which was a wholly-owned subsidiary of Beazer, Inc. The ultimate parent corporation of Beazer, Inc. was Beazer PLC, a corporation organized and existing under the laws of the United Kingdom.

On November 14, 1988, BNS Acquisitions, Inc. indirectly acquired the balance of Koppers Company, Inc.'s common stock. On January 20, 1989, BNS Acquisitions, Inc. merged into Koppers Company, Inc. Koppers Company, Inc. remained the surviving entity.

On January 26, 1989, the name of Koppers Company, Inc. was changed to Beazer Materials and Services, Inc. At that time, BNS Sub, Inc. owned all of the common stock shares of Beazer Materials and Services, Inc., f/k/a Koppers Company, Inc., and Beazer USA, Inc. owned all the preferred stock shares of Beazer Materials and Services, Inc., f/k/a Koppers Company, Inc.

On April 16, 1990, the name of Beazer Materials and Services, Inc. was changed to Beazer East, Inc. Beazer East, Inc. is a holding company that still exists today. It is the same corporate entity originally incorporated in Delaware in 1944 and formerly known as Koppers Company, Inc.

100% of the stock of Beazer East, Inc. is currently owned by Hanson Holdings Basalt, Inc., a Delaware corporation. 100% of the stock of Hanson Holdings Basalt, Inc. is currently owned by Hanson Holdings Aragonite, Inc., a Delaware corporation. 100% of the stock of Hanson Holdings Aragonite, inc. is currently owned by HBMA Holdings, Inc., a Delaware

corporation. HBMA Holdings, Inc. is the top-level U.S.-owned organizational parent of Beazer East, Inc. HBMA Holdings, Inc. is owned by certain foreign and domestic corporate entities, and the eventual top-level owner of such entities is Heidelberg Cement AG, a publicly-traded German corporation, of which approximately less than 15% of the shares of stock are publicly traded on various German stock exchanges.

d. provide documentation and details for the assets purchased in 1988 by Pittsburgh Acquisitions Corporation, Inc. from Koppers Company, Inc.

RESPONSE: Beazer did not sell any assets in 1988 or any other date to any entity named "Pittsburgh Acquisitions Corporation, Inc." However, Beazer did sell certain assets to Koppers Industries, Inc., a Pennsylvania corporation, by Asset Purchase Agreement dated December 28, 1988. Beazer is aware that Koppers Industries, Inc. changed its name on December 23, 1988 from Pittsburgh Acquisition Corporation, Inc. to Koppers Industries, Inc. For additional details on the 1988 asset purchase between Beazer and Koppers Industries, Inc., see supra 20, infra 74(g)(ii), and infra 74(h).

i. identify if there were any indemnification agreement associated with the sale of assets in 1988? If yes, provide the following information:

(1) has there been any attempt to activate these agreements?

(2) describe the circumstances surrounding each attempt to activate the indemnification agreement;

(3) the current status of each attempt and if the attempt was resolved;

(4) describe the final resolution of each attempt;

RESPONSE: See supra 74(d). No assets were sold to any entity named "Pittsburgh Acquisitions Corporation, Inc." By way of further response, for additional details concerning indemnification under the December 28, 1988 Asset Purchase Agreement between Beazer and Koppers Industries, Inc., please see supra 20, infra 74(g)(ii), and infra 74(h). .

ii. further identify all intangibles purchased by this asset sale in 1988. Your response is to include but not be limited to Goodwill, client lists, all trademarks, patents and copyrights as well as exclusive rights to market products, sales territories and rights to fictitious names;

RESPONSE: See supra 74(d). No assets were sold to any entity named "Pittsburgh Acquisitions Corporation, Inc." By way of further response, for additional details concerning assets conveyed under the December 28, 1988 Asset Purchase Agreement between Beazer and Koppers Industries, Inc., please see supra 20, infra 74(g)(ii), and infra 74(h).

e. describe all related transactions that apply to Beazer East, Inc. This is to include all transactions between this entity and any and all of the following:

RESPONSE: Beazer objects to this Sub-Question and its sub-parts as overly broad, unduly burdensome, ambiguous, and unintelligible to the extent they seek identification of "all related transactions" but fail to identify to what such transactions are related. Beazer will respond to this Sub-Question by identifying transactions related to any transfer by Beazer of ownership and operation rights related to the Property identified in Beazer's answer to Question 4 supra.

i. affiliated business entities, affiliated partnerships or other business entity that although it is not owned by this partnership may have the same owner/investor as does this partnership;

RESPONSE: Beazer objects to this Sub-Question as overly broad, unduly burdensome, ambiguous, and unintelligible to the extent it seeks information related to "affiliated" entities without providing any definition of the term "affiliated," and to the extent it seeks information related to any "other business entity that although it is not owned by this partnership may have the same owner/investor as does this partnership." Beazer will respond herein by applying its understanding that the term "affiliated" means ownership of all shares of a business entity. Beazer has no understanding of the meaning of an "other business entity that although it is not owned by

this partnership may have the same owner/investor as does this partnership" and therefore cannot answer such an inquiry.

Without waiving any of the foregoing objections, Beazer states that, from1965 until 1988, Beazer is not aware of any transfer of ownership or operation rights related to the Northwest Terminal facility to any affiliated business entities or affiliated partnerships. To the extent such information may be responsive to this Sub-Question, Beazer further responds as follows: See supra 74(c).

ii. the parent corporate entity, all subsidiary entities of the parent corporation and all subsidiaries of this corporation; and

RESPONSE: Without waiving any of the foregoing objections, Beazer states that, from 1965 until 1988, Beazer is not aware of any transfer of ownership or operation rights related to the Northwest Terminal facility to any parent corporate entity of Beazer, subsidiary entity of any parent corporation of Beazer, or subsidiaries of Beazer. To the extent such information may be responsive to this Sub-Question, Beazer further responds as follows: See supra 74(c).

iii. the stock holders of this corporation;

RESPONSE: Without waiving any of the foregoing objections, Beazer states that, from 1965 until 1988, Beazer is not aware of any transfer of ownership or operation rights related to the Northwest Terminal facility to any stock holder of Beazer. To the extent such information may be responsive to this Sub-Question, Beazer further responds as follows: See supra 74(c).

f. the names and addresses of all current or past business entities or subsidiaries in which you or your business has or had an interest that have had any operational or ownership connection with the Properties identified in response to Question 4. Briefly describe the business activities of each such identified business entities or subsidiaries;

RESPONSE: Beazer objects to this Sub-Question as overly broad, unduly burdensome, ambiguous, and unintelligible to the extent it uses the phrases "your business" and "has or had an

interest" without providing any definition of such phrases. Beazer will respond herein by applying its understanding that the phrase "your business" means the Delaware corporation incorporated in 1944 as Koppers Company, Inc. (now known as Beazer East, Inc.). Beazer also will respond herein by applying its understanding that the phrase "has or had an interest" means past or present ownership of some shares of a business entity.

Without waiving any of the foregoing objections, Beazer states that, from 1965 until 1988, Beazer is not aware of any current or past business entities in which Beazer owned shares or subsidiaries of Beazer that had any operational or ownership connection with then Northwest Terminal facility. To the extent such information may be responsive to this Sub-Question, Beazer further responds as follows: See supra 74(c).

g. describe to the best of your knowledge the extent of all relationships, correspondence and discussions between Beazer East Inc. and Koppers, Inc. concerning:

RESPONSE: Beazer objects to this Sub-Question and its sub-parts as irrelevant, overly broad and unduly burdensome to the extent it seeks identification and description of each and every "relationship," item of "correspondence," and "discussion" between Beazer East, Inc. and Koppers Inc. (formerly known as Koppers Industries, Inc.) from 1988 to the present concerning each and every asset sold by Beazer East, Inc. to Koppers Inc. Beazer will provide such information as is necessary to accurately describe the 1988 asset sale from Koppers Company, Inc. to Koppers Industries, Inc. that involved, in part, sale of assets related to Beazer's formerly leased Northwest Terminal facility.

i. sales of the subsidiary. This response is to include the decision of which geographical areas the subsidiary sells compared to the geographic areas which the parent sells, the type of product line, and the sales and marketing techniques to be used (if the sales and marketing people utilized are also utilized by the parent, include the specifics with your response);

RESPONSE: Beazer objects to this Sub-Question as vague, ambiguous, irrelevant, overly broad and unduly burdensome to the extent it seeks information concerning "sales of the subsidiary" without identifying what or which "subsidiary" is the subject of such inquiry. Without waiving the foregoing objections, Beazer states that it is unaware of the sale of any "subsidiary" that may have involved Beazer East, Inc. and Koppers Inc.

ii. the 1988 asset or stock purchase, asset or stock acquisition, asset exchange or asset disposal of the subsidiary. This response is to include but is not limited to any formal or informal dollar level threshold or other mechanism that requires approval of or input from either the parent corporation or director, officer, shareholder or employee of the parent corporation;

RESPONSE: Beazer objects to this Sub-Question as vague, ambiguous, irrelevant, overly broad and unduly burdensome to the extent it seeks information concerning an "asset or stock purchase, asset or stock acquisition, asset exchange or asset disposal of the subsidiary," without identifying what or which "subsidiary" is the subject of such inquiry. Without waiving the foregoing objections, Beazer states that it is unaware of any 1988 asset or stock purchase, asset or stock acquisition, asset exchange or asset disposal of any "subsidiary" that may have involved Beazer East, Inc. and Koppers Inc.

By way of further response, Beazer incorporates by reference its responses to Question 20, supra and Question 74(h), infra, and Beazer further states that by Asset Purchase Agreement dated December 28, 1988 (as amended, including that certain Amendment and Restatement to Article VII of the Asset Purchase Agreement dated July 15, 2004, the "APA") (see BZPH104E-0001-0118 and BZPH104E0-0119-0183), Koppers Company, Inc. (now known as Beazer East, Inc.) sold substantially all the assets of its Tar and Wood Products, Building Products, and Coke Operations Sectors to Koppers Industries, Inc. (now known as Koppers Inc.). Under the APA, Koppers Industries, Inc. purchased all assets at the Northwest Terminal facility formerly leased by Beazer, assumed all rights under the lease with Northwest Natural Gas Company, and purchased

substantially all of Beazer's rights to the tradename "Koppers." The closing of the sale under the APA occurred on December 29, 1988 and after that date Beazer had no further operations at the formerly leased Northwest Terminal facility. It is Beazer's understanding that Koppers Industries, Inc. continued to conduct operations at the Northwest Terminal facility location after December 29, 1989 continuing through the present.

Beazer and Koppers Inc. are not related companies and Beazer has no involvement in Koppers Inc.'s operations at the Northwest Terminal facility.

iii. inter-company exchanges. This response is to include all exchanges of assets between the Beazer East, Inc. and Koppers, Inc. as well as exchanges between the subsidiary and any other subsidiary or affiliate of the parent. In your response, include a description of the exchange process such as invoice control and accounting method utilized to recognize the inter-company exchange;

RESPONSE: Beazer objects to this Sub-Question as overly broad, unduly burdensome, ambiguous, and unintelligible to the extent it uses the phrase "inter-company exchanges" without providing any definition of such phrase, to the extent it uses the terms "subsidiary," "affiliate" and "parent" without defining such terms, and to the extent it uses such undefined terms "subsidiary," "affiliate," and "parent" to describe the relationship between Beazer East, Inc. and Koppers Inc., when these two entities are not related companies. Beazer will respond herein by applying its understanding that the phrase "inter-company exchange" means an exchange of assets or liabilities between one or more business entities when 100% of the outstanding shares of such business entities are all ultimately owned by the same entity or individual. Beazer will further respond herein by applying its understanding that: (a) the term "subsidiary" means a business entity in which the subject owns 100% of the business entities outstanding shares; (b) the term "parent" means a business entity that owns 100% of the outstanding shares of the subject; and (c) "affiliate" means ownership of all shares of a business entity by another business entity.

Without waiving any of the foregoing objections, Beazer states that, because at no time between 1988 and the present were all the shares of Beazer East, Inc. and all the shares of Koppers Inc. owned, directly or indirectly, by the same entity or individual, there can not have been any "inter-company exchanges" between Beazer East, Inc. and Koppers Inc. Beazer further states that because neither Beazer East, Inc. nor Koppers Inc. is a subsidiary or parent of the other, there have been no exchanges between a subsidiary and any other subsidiary or affiliate of the parent that would involve Beazer East, Inc. and Koppers Inc. To the extent such information may be responsive to this Sub-Question, Beazer further responds as follows: See supra 74(c).

iv. inter-company correspondence. In your response, identify all formal or informal procedures whereby the parent company is informed of the actions of the subsidiary. This response is to include the type of situation where the correspondence requires the approval of the parent or where a copy of the subsidiary correspondence is forwarded to the parent corporation or director, officer, shareholder or employee of the parent corporation;

RESPONSE: Beazer objects to this Sub-Question as overly broad, unduly burdensome, ambiguous, and unintelligible to the extent it uses the phrase "inter-company correspondence" without providing any definition of such phrase, to the extent it uses the terms "subsidiary" and "parent" without defining such terms, and to the extent it uses such undefined terms "subsidiary" and "parent" to describe the relationship between Beazer East, Inc. and Koppers Inc., when these two entities are not related companies. Beazer will respond herein by applying its understanding that the phrase "inter-company correspondence" means an exchange of correspondence between one or more business entities when 100% of the outstanding shares of such business entities are all ultimately owned by the same entity or individual. Beazer will further respond herein by applying its understanding that: (a) the term "subsidiary" means a business entity in which the subject owns 100% of the business entities outstanding shares; and (b) the term "parent" means a business entity that owns 100% of the outstanding shares of the subject.

Without waiving any of the foregoing objections, Beazer states that, because at no time between 1988 and the present were all the shares of Beazer East, Inc. and all the shares of Koppers Inc. owned, directly or indirectly, by the same entity or individual, there can not have been any "inter-company correspondence" between Beazer East, Inc. and Koppers Inc. Beazer further states that because neither Beazer East, Inc. nor Koppers Inc. is a subsidiary or parent of the other, there have been no formal or informal procedures for informing a parent of one of the actions of the other or for obtaining the parent of one's approval of the actions of the other. To the extent such information may be responsive to this Sub-Question, Beazer is producing correspondence between Beazer and Koppers Inc. associated with the former Northwest Terminal facility. (See BZPH104E-0184-0186).

v. please describe all input from any director, officer, shareholder or employee of the parent corporation on the selection, retention, promotion or demotion of any director, officer, or employee of the subsidiary corporation;

RESPONSE: Beazer objects to this Sub-Question as overly broad, unduly burdensome, ambiguous, and unintelligible to the extent it uses the phrase the terms "subsidiary" and "parent" without defining such terms, and to the extent it uses such undefined terms "subsidiary" and "parent" to describe the relationship between Beazer East, Inc. and Koppers Inc., when these two entities are not related companies. Beazer will respond herein by applying its understanding that: (a) the term "subsidiary" means a business entity in which the subject owns 100% of the business entities outstanding shares; and (b) the term "parent" means a business entity that owns 100% of the outstanding shares of the subject.

Without waiving any of the foregoing objections, Beazer states that, because neither Beazer East, Inc. nor Koppers Inc. is a subsidiary or parent of the other, there have been no input from a parent corporation of one on the promotion or demotion of any director, officer, or employee of the other.

To the extent such information may be responsive to this Sub-Question, Beazer further responds as follows: In 1988, Beazer, Inc., a Delaware corporation that was an indirect parent of Koppers Company, Inc. (now known as Beazer East, Inc.), purchased certain voting and non-voting shares of Koppers Industries, Inc. (now known as Koppers Inc.). Beazer, Inc. held approximately one-third (1/3) of the voting shares of Koppers Industries, Inc. and had the right to nominate one of the five voting Directors of the Board of Koppers Industries, Inc. The Beazer, Inc. nominee to the Board of Koppers Industries, Inc. was not permitted to vote at any Board meetings, nor was Beazer, Inc. permitted to vote its voting shares, regarding any issue dealing with environmental matters or environmental indemnifications under the APA between Koppers Industries, Inc. and Koppers Company, Inc. In October 1997, Beazer, Inc. (at that time known as Cornerstone-Spectrum, Inc.) sold all of its shares in Koppers Industries, Inc. back to Koppers Industries, Inc. and ceased to be a shareholder of Koppers Industries, Inc. after that date.

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vi. please describe all input from any director, officer, shareholder or employee of the parent corporation on the production processes utilized by the subsidiary; and

RESPONSE: Beazer incorporates by reference as if restated herein its objections and responses to Question 74(g)(iv), supra.

vii. please describe all input from any director, officer, shareholder or employee of the parent corporation on the disposal practices and methods utilized by the subsidiary;

RESPONSE: Beazer incorporates by reference as if restated herein its objections and responses to Question 74(g)(iv), supra.

(1) provide any correspondences regarding the General Notice Letter (GNL) that was forwarded from Koppers, Inc., to Beazer East, Inc.;

RESPONSE: Beazer states that Beazer East, Inc. has never received a General Notice Letter from the United States Environmental Protection Agency, or any other federal, state, or

local agency, with respect to any alleged liability of Beazer East, Inc. for the Portland Harbor Superfund Site related to the Northwest Terminal facility.

Beazer further states that it is aware that Koppers Industries, Inc. (now known as Koppers Inc.) received a General Notice Letter from the United States Environmental Protection Agency dated December 8, 2000 alleging that Koppers Industries Inc. potentially was liable for costs at the Portland Harbor Superfund Site. By letter dated December 19, 2000, Koppers Industries, Inc. tendered such General Notice Letter to Beazer East, Inc. for defense and indemnity under the December 28, 1988 APA, and by letter dated January 15, 2001, Koppers Industries, Inc. provided additional information related to such tender. On July 23, 2002, Beazer East, Inc. accepted such tender but "only to the extent of Pre-Closing Environmental Cleanup Liability as defined in the APA." Correspondence maintained in Beazer's records relating to this exchange are provided in response to this Sub-Question. (See BZPH104E-0184-0186).

h. if your business formerly owned or operated a Property identified in response to Question 4, describe any arrangements made with successor owners or operators regarding liability for environmental contamination or property damage;

i. provide any and all documentation regarding any agreements between Beazer Materials and Services, Inc., Pittsburgh Acquisition Corporation, Inc., Koppers, Inc., Koppers Industries, Inc., or Koppers Company, Inc. for events prior to the sale of the Property to Beazer East Inc.?

(1) did Beazer East retain any liability regarding contamination resulting from activities of former owners or operators?

RESPONSE: Koppers Company, Inc. (eventually renamed Beazer East, Inc.) entered into an Asset Purchase Agreement (APA) dated December 28, 1988 with Koppers Industries, Inc. (eventually renamed Koppers Inc.), wherein - among other assets - all assets at and business operations related to Koppers Company, Inc.'s formerly leased Northwest Terminal facility were sold to Koppers Industries, Inc., effective as of the closing date of December 29, 1988. As between the parties to that APA, Beazer East, Inc. (formerly known as Koppers Company, Inc.) is

not related to and does not own any interest in Koppers Inc. (formerly known as Koppers Industries, Inc.), and, therefore, Koppers Inc. is not the "successor" to Beazer East, Inc. The Lease for the property at the Northwest Terminal facility was assigned by Koppers Company, Inc. to Koppers Industries, Inc., pursuant to the APA. Beazer objects to the extent this Question asks for legal conclusions as to corporate successorship or contractual interpretation of the APA. Any "arrangements" as to "liability for environmental contamination or property damage" would be legal conclusions and/or contractual interpretations related to the APA. The APA is a contract and its terms speak for themselves. Without in any way waiving, amending, altering, or modifying such terms, under the APA, Beazer is responsible for certain pre-closing date liabilities specified in the APA.

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75. List all names under which your company or business has ever operated and has ever been incorporated. For each name, provide the following information:

RESPONSE: See supra 74(c).

a. whether the company or business continues to exist, indicating the date and means by which it ceased operations (e.g., dissolution, bankruptcy, sale) if it is no longer in business;

RESPONSE: Beazer East, Inc. continues to exist and is still in business.

b. names, addresses, and telephone numbers of all registered agents, officers, and operations management personnel; and

RESPONSE: Beazer objects to this Sub-Question as irrelevant, overly broad and unduly burdensome to the extent it seeks the name, address and telephone number of each and every registered agent, officer, and operations management personnel of Beazer East, Inc. at any location worldwide from the date of Beazer East, Inc.'s incorporation in 1944 to the present.

Without waiving any of the foregoing objections, Beazer East, Inc. identifies the name and address of its current registered agent for service of process in the State of Oregon as follows:

CT Corporation
388 State Street, Suite 420
Salem, OR 97301

By way of further response, Beazer East, Inc. identifies the following officer that may receive service of process or other official correspondence on behalf of the corporation:

Jill M. Blundon
Vice President
Beazer East, Inc.
c/o Three Rivers Management, Inc.
One Oxford Centre, Suite 3000
Pittsburgh, PA 15219
Phone: 412-208-8801

c. list all officers and/or directors who held positions in BOTH Beazer East, mc, and Koppers, Inc., and any of their respective former corporate entities. In your response, please provide the type of positions held, dates of service, and duties and responsibilities of each position; and

RESPONSE: Beazer objects to this Sub-Question as irrelevant, overly broad and unduly burdensome to the extent it seeks the identify of any individual that may have been an officer and/or director at Beazer East, Inc. at some time and subsequently an officer and/or director at Koppers Inc. at some separate and distinct time.

Without waiving any of the foregoing objections, Beazer East, Inc. identifies the following individual who served on the Board of Directors of Koppers Industries, Inc. and on the Board of Directors of Beazer East, Inc. at the same time:

Brian Beazer:

- From January 4, 1989 through January 31, 1989 he was Director of both Koppers Industries, Inc. and Beazer East, Inc.

d. names, addresses, and telephone numbers of all subsidiaries, unincorporated divisions or operating units, affiliates, and parent corporations if any, of the Respondent.

RESPONSE: Beazer objects to this Sub-Question as irrelevant, overly broad, unduly burdensome, vague, and ambiguous to the extent it seeks the name, address and telephone number

of each and every subsidiary of Beazer East, Inc. involved in any business venture of any kind and at any location worldwide from the date of Beazer East, Inc.'s incorporation in 1944 to the present and to the extent it seeks the identity of "divisions," "operating units," "subsidiaries," "parent corporations," and "affiliates," as those terms are undefined and Beazer does not understand their meaning. Beazer will respond herein by applying its understanding that: (a) the term "subsidiary" means a business entity in which the subject owns 100% of the business entity's outstanding shares; (b) the term "parent" means a business entity that owns 100% of the outstanding shares of the subject; and (c) the term "affiliate" means ownership of all shares of a business entity by the subject, or ownership of all the subject's shares by a business entity.

Without waiving any of the foregoing objections, Beazer East, Inc. has the following subsidiaries at the present time:

Beazer Subsidiary XXII Company, Inc., a Delaware corporation, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062, (972) 653-5500;

Beazer Subsidiary XVIII Company, Inc., a Delaware corporation, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062, (972) 653-5500;

HAAZ Acquisition Company LLC, a Delaware limited liability company, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062, (972) 653-5500;

HAC Acquisition Company LLC, a Delaware limited liability company, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062, (972) 653-5500;

Hanson Aggregates East, Inc., a Delaware corporation, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062, (972) 653-5500;

HAW Acquisition Company LLC, a Delaware limited liability company, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062, (972) 653-5500;

HP&P Portland Acquisition Company LLC, a Delaware limited liability company, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062, (972) 653-5500;

HP&P Tacoma Acquisition Company LLC, a Delaware limited liability company, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062, (972) 653-5500;

Koppers Engineered Products, Ltd., a Canada limited liability corporation, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062, (972) 653-5500;

Pettit Paint Company, Inc., a New Jersey corporation, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062, (972) 653-5500; and

Vestur Insurance (Bermuda) Ltd., a Bermuda limited liability corporation, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062, (972) 653-5500.

By way of further response, Beazer states that the current parent corporation of Beazer East, Inc. is Hanson Holdings Basalt, Inc., a Delaware corporation, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062, (972) 653-5500. To the extent such information may be responsive to this Sub-Question, Beazer also responds as follows: See supra 74(c).

76. Provide all copies of the Respondent's authority to do business in Oregon. Include all authorizations, withdrawals, suspensions and reinstatements.

RESPONSE: (See BZPH104E-0341-0363).

77. If Respondent is, or was at any time, a subsidiary of, otherwise owned or controlled by, or otherwise affiliated with another corporation or entity, then describe the full nature of each such corporate relationship, including but not limited to:

RESPONSE: Beazer objects to this Question and its subparts as irrelevant, overly broad and unduly burdensome to the extent they seek identification of each and every corporation or entity that "owned" or "controlled" Beazer East, Inc., or was "affiliated with" Beazer East, Inc., or was an "officer, director, partner, trustee, beneficiary, and/or shareholder" of Beazer East, Inc. or any "affiliate" of Beazer East, Inc. from the date of Beazer's incorporation in 1944 to the present. Beazer also objects to this Question and its subparts as overly broad, unduly burdensome, ambiguous, and unintelligible to the extent they use the terms "subsidiary," "affiliated," and "controlled" without defining such terms. Beazer will respond herein by applying its understanding that: (a) the term "subsidiary" means a business entity in which the subject owns 100% of the business entities outstanding shares; (b) the term "affiliated" means ownership of all

shares of a business entity by another business entity; and (c) the term "controlled" or "control" means active involvement in a majority of the subject's day-to-day operations and day-to-day business decision-making.

Without waiving the foregoing objections, Beazer responds that from 1944 until 1988, Beazer was a publicly traded company, with potentially thousands of entities, corporations and/or individuals owning shares of Beazer and/or being "affiliated with" Beazer, and, after 1988, Beazer was an indirect, wholly-owned subsidiary of foreign private and/or publicly-traded companies, with potentially hundreds of entities being "affiliated with" Beazer. Beazer further responds as follows: see supra 74(c).

a. a general statement of the nature of relationship, indicating whether or not the affiliated entity had, or exercised, any degree of control over the daily operations or decision-making of the Respondent's business operations at the Site;

RESPONSE: Without waiving any of the foregoing objections, Beazer responds that, at present, one-hundred percent (100%) of the shares of Beazer East, Inc. is owned by Hanson Holdings Basalt, Inc., a Delaware corporation, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062. Hanson Holdings Basalt, Inc. does not exercise control over the day-to-day operations or business decision-making of Beazer East, Inc.

b. the dates such relationship existed;

RESPONSE: Without waiving any of the foregoing objections, Beazer responds that Hanson Holdings Basalt, Inc. acquired one-hundred percent (100%) of the shares of Beazer East, Inc. on December 1, 2000 and continues to own such shares.

c. the percentage of ownership of Respondent that is held by such other entity(ies);

RESPONSE: See supra 77(a).

d. for each such affiliated entity provide the names and complete addresses of its parent, subsidiary, and otherwise affiliated entities, as well as the names and addresses of each such affiliated entity's officers, directors, partners, trustees,

beneficiaries, and/or shareholders owning more than five percent of that affiliated entity's stock;

RESPONSE: Without waiving any of the foregoing objections, Beazer responds that, at present, one hundred percent (100%) of the shares of Hanson Holdings Basalt, Inc. is owned by Hanson Holdings Aragonite, Inc., a Delaware corporation, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062. The current officers and directors of Hanson Holdings Basalt, Inc. are as follows:

Mark Conte, Assistant Treasurer, 8505 Freeport Parkway, Irving, TX 75063;

John M. Hutchinson, Vice President and Assistant Secretary, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062;

Michael H. Hyer, Vice President and Secretary, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062;

James K. Kitzmiller, Director, 8505 Freeport Parkway, Irving, TX 75063;

Richard C. Manning, Director, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062;

Simon Nicholls, President, Treasurer, and Chief Executive Officer, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062;

James L. Wallman, Assistant Secretary, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062; and

Amy C. Yi, Assistant Secretary, 300 East John Carpenter Freeway, Suite 1645, Irving, TX 75062.

e. provide any and all insurance policies for such affiliated entity(ies) which may possibly cover the liabilities of the Respondent at each Property; and

RESPONSE: Beazer objects to this sub-Question as calling for a legal conclusion to the extent it calls for Beazer to determine whether or not an insurance policy will or will not cover certain unspecified facts, events, occurrences, circumstances, damages, and/or injuries, which is a question of law. Beazer also objects to this sub-Question as overly broad and unduly burdensome to the extent it seeks insurance policies issued to any and all affiliates of Beazer East, Inc. since

the time of Beazer's corporate organization in 1944. Beazer further objects to this sub-Question as irrelevant, overly broad, unduly burdensome, and unintelligible to the extent it calls for Beazer to determine whether or not an insurance policy may or may not cover some class of "liabilities," without providing any explanation, definition, or clarification of the facts, events, occurrences, circumstances, damages, and/or injuries that may constitute such "liabilities." Without waiving any of the foregoing objections, Beazer states that without further clarification regarding the details of the "liabilities," time periods, and "affiliated entities" that are the subject of the foregoing sub-Question, Beazer is unable to understand the sub-Question and, therefore, unable to respond.

f. provide any and all corporate financial information of such affiliated entities, including but not limited to total revenue or total sales, net income, depreciation, total assets and total current assets, total liabilities and total current liabilities, net working capital (or net current assets), and net worth; and

RESPONSE: Beazer objects to this sub-Question as irrelevant, overly broad and unduly burdensome, including to the extent its seeks "any and all" "corporate financial information" of any entity "affiliated" with Beazer East, Inc. since the date of Beazer's incorporation in 1944. Beazer also objects to this sub-Question as overly broad, unduly burdensome, ambiguous, and unintelligible to the extent it uses the terms "affiliated" and "financial information" without defining such terms.

Without waiving the foregoing objections, Beazer states that, as disclosed supra in its response to Question 74(c), the eventual top-level owner of Beazer East, Inc.'s corporate parent is Heidelberg Cement AG, a German corporation. Beazer provides herewith the Annual Report of Heidelberg Cement AG for the fiscal year ended December 31, 2007. (See BZPH104E-0187-0340).

g. describe the relationship between Beazer East, Inc. and the following:

i. Koppers, Inc.;

RESPONSE: Beazer is unaware of any entity with the name "Koppers, Inc." but will respond with respect to the entity named "Koppers Inc." Beazer entered into the December 28, 1988 APA with Koppers Inc. (then known as Koppers Industries, Inc.) and therefore was and is party to a contract with Koppers Inc.

ii. Koppers Industries, Inc.;

RESPONSE: Koppers Industries, Inc. is the prior registered name of Koppers Inc. For further information concerning the relationship between Beazer and Koppers Inc. see supra 77(g)(i).

iii. Pittsburgh Acquisition Corporation, Inc.;

RESPONSE: Pittsburgh Acquisition Corporation, Inc. is the prior registered name of Koppers Inc. For further information concerning the contract between Beazer and Koppers Inc. See supra 77(g)(i).

iv. Beazer Materials and Services, Inc.; and

RESPONSE: Beazer Materials and Services, Inc. was Beazer's registered name from January 26, 1989 until April 16, 1990. Therefore, there is no "relationship" between Beazer East, Inc. and Beazer Materials and Services, Inc.; rather, there is one Delaware corporation formed in 1944 that, at various times, has held both names.

v. Koppers Company, Inc.

RESPONSE: Koppers Company, Inc. was Beazer's registered name from 1944 until January 26, 1989. Therefore, there is no "relationship" between Beazer East, Inc. and Koppers Company, Inc.; rather, there is one Delaware corporation formed in 1944 that, at various times, has held both names.

78. If Respondent is a partnership, please describe the partnership and provide a history of the partnership's existence. Provide a list of all current and past partners of any status (e.g., general, limited, etc.) and provide copies of all documents that created, govern, and otherwise rules the partnership, including any amendments or modifications to any of the originals of such documents, and at least five years of partnership meeting minutes.

RESPONSE: This Request is not applicable to Beazer.

Section 9.0 Compliance With This Request

79. Describe all sources reviewed or consulted in responding to this request, including, but not limited to:

a. the name and current job title of all individuals consulted;

b. the location where all sources reviewed are currently reside; and

c. the date consulted.

RESPONSE: After receiving the USEPA's 104(e) request on or about January 18, 2008, designated counsel for Beazer searched for and reviewed documents contained in Beazer's off-site document storage facilities, described in response to Request 81, below. Beazer also conducted a search of its on-line electronic document file systems. Certain documents in the possession of Beazer's counsel were also reviewed for responsiveness. Documents in the possession of Key Environmental, Inc., a consultant of Beazer, were also reviewed for responsiveness. Beazer's counsel and an environmental manager assigned to the Northwest Terminal site traveled from Pittsburgh to Portland Oregon on April 1-2, 2008, and interviewed John Oxford and T.J. Turner.

80. If not already provided, identify and provide a last known address or phone number for all persons, including Respondent's current and former employees or agents, other than attorneys, who have knowledge or information about the generation, use, purchase, storage, disposal, placement, or other handling of hazardous materials at, or transportation of hazardous substances, waste, or materials to or from, each Property identified in response to Question 4.

RESPONSE: Other than the names of persons already identified herein, Beazer is aware of no persons who would have any additional knowledge or information that is responsive to this Request.

81. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide us with the following:

a. the document retention policy between 1937 and the present;

b. the approximate date of destruction;

c. a description of the type of information that would have been contained in the documents;

d. the name, job title and most current address known by you of the person(s) who would have produced these documents; the person(s) who would have been responsible for the retention of these documents; the person(s) who would have been responsible for destroying the documents; and the person(s) who had and/or still have the originals or copies of these documents; and

e. the names and most current addresses of any person(s) who may possess documents relevant to this inquiry.

RESPONSE: Beazer is not aware of any documents potentially responsive to this Request that have been destroyed or are otherwise unavailable.

82. Provide a description of all records available to you that relate to all of the questions in this request, but which have not been included in your responses.

RESPONSE: Beazer maintains a document archive in an off-site storage facility located in Cranberry Township, Butler County, Pennsylvania. As needs dictate, corporate and historical documents may also be temporarily located at Beazer's offices, c/o Three Rivers Management, Inc., Suite 3000, One Oxford Centre, Pittsburgh, PA 15219. Beazer has consulted these information sources and has included responsive information in these Responses. Beazer has also produced documents culled from these sources in response to explicit Requests for documents, and as otherwise indicated above. Beazer is not producing documents from these sources that are subject to claims of privilege or other protection from disclosure.

INSTRUCTIONS

1. Answer Each Question Completely. Provide a separate answer to each question and subpart set forth in this Information Request. Please provide responses to all the questions in this Information Request for each Property identified in response to Question 4 of Section 2.0, when appropriate. For each Response clearly identify the Property or Properties to which the response applies. Incomplete, evasive, or ambiguous answers shall constitute failure to respond to this Information Request and may subject the Respondent to the penalties set out in the cover letter.
2. Response and Copies of Documents Must be on Paper (hard copy). Provide the responses to this Information Request and at least one copy of all requested documents on hard copy paper.
   There is a Portland Harbor PRP search website: (http://yosemite.epa.gov/R10/CLEANUP.NSF/7d19cd587dffleee8825685f007d56b7/75e7f27bdl08f3eb88256f4a007ba018!OpenDocument) that lists documents in the Superfund program's files related to certain facilities or parties. You do not need to provide a copy of a document that appears on the list if EPA has a complete copy. If a document is on EPA's list, you still must provide a complete Response to each question in this Information Request and, if necessary in order to completely respond to a Question, describe the content of any document in EPA's files in your Response.
   You may also provide a second copy of the response electronically on a compact disc, if you choose, in Portable Document Format (PDF) format. If possible, further format large documents as follows;
   a. Bookmark documents longer than 10 pages for easier navigation (e.g., chapters);
   b. Ensure that file/document properties/initial view is for "bookmarks panel and page" if there are bookmarks.
   c. For document composed of multiple files, link together with a starter file that is less than 2 MB, i.e., the document's executive summary. The executive summary should have a bookmarks panel with bookmark links to the other files. Ensure that all files are saved to the same folder, rather than multiple folders so that the linkage is retained.
   d. Bookmarks to other files should indicate the name of that file (and size of that file, if over 1 MB).
   e. "Tag" the document for accessibility if this was not done by the source application (advanced/accessibility/tag).
   f. Enter document properties: 1) title, author (should be XXXX for EPA Region 10), 2) subject, and 3) keywords.
3. Number Each Answer. Number each answer with the number of the question to which it corresponds.
4. Provide the Best Information Available. Provide responses to the best of Respondent's ability, even if the information sought was never put down in writing or if the written documents are no longer available. Seek out responsive information from current and former employees/agents. Submission of cursory responses when other responsive information is available to the Respondent will be considered noncompliance with this Information Request.
5. Identify Information Sources. For each question, identify all persons and documents relied upon for the answer.

6. Confidential Information. The information requested herein must be provided even though the Respondent may contend that it includes confidential information or trade secrets. The Respondent may assert a confidentiality claim covering part or all of the information requested, pursuant to 42 U.S.C. §§ 9604(e)(7)(E) and (F), and 40 C.F.R. § 2.203(b). All information claimed to be confidential should be contained on separate sheet(s) and should be clearly identified as "trade secret" or "proprietary" or "company confidential." A confidentiality claim should be supported by the submission of information consistent with 40 C.F.R. Part 2. Information covered by a confidentiality claim will be disclosed by EPA only to the extent, and only by means of the procedures, provided in 40 C.F.R. §§ 2.20 1-2.311. If no such claim accompanies the information received by EPA, it may be made available to the public by EPA without further notice.
7. Disclosure to EPA Contractor. Information submitted in response to this Information Request may be disclosed by EPA to authorized representatives of the United States, pursuant to 40 C.F.R. 2.310(h), even if the Respondent asserts that all or part of it is confidential business information. EPA may provide this information to its contractors for the purpose of organizing and/or analyzing the information contained in the responses to this Information Request. If submitting information and asserting it is entitled to treatment as confidential business information, the Respondent may comment on EPA's intended disclosure within 14 days of receiving this Information Request.
8. Personal Privacy Information. Personnel and medical files, and similar files the disclosure of which to the general public may constitute an invasion of privacy, should be segregated from responses, included on separate sheet(s), and marked as "Personal Privacy Information". Note, however, that unless prohibited by law, EPA may disclose this information to the general public without further notice.
9. Objections. The Respondent must provide responsive information notwithstanding objections to certain questions. To object without providing responsive information may subject Respondent to the penalties set out in the cover letter.
10. Privilege. If a privilege is asserted for any document responsive to this Information Request, identify (see Definitions) the document and provide the basis for assertion. If a privilege exists for only a portion of a document, provide the portion of the document that is not asserted be privileged, identify the portion that is asserted to be privileged, and provide the basis for asserting privilege. Please note that regardless of the assertion of any privilege, any facts contained in the document which are responsive to the Information Request must be disclosed in your response.
11. Declaration. The Respondent must complete the enclosed declaration, certifying the accuracy of all statements in your response.

DEFINITIONS

All terms not defined herein shall have their ordinary meaning, unless such terms are defined in Section 101 of CERCLA, 42 U.S.C. § 9601, *et seq.*, or Volume 40 of the Code of Federal Regulations (CFR), in which case such statutory or regulatory definitions shall apply.
The following definitions shall apply to the following words as they appear in this Enclosure:

1. The term "you" or "Respondent" shall mean the addressee of this Request, together with the addressee's officers, managers, agents, employees, contractors, trustees, successors, assigns, and any predecessor or successor corporations or companies.
2. The term "business activities" shall mean all actions, endeavors, ventures, or financing arrangements related in any manner whatsoever to the use and development of the

Property, including surveying, sampling, grading, documentation, photography, demolition, construction, and waste disposal, and sales.

3. The terms "document" and "documents" shall mean any method of recording, storing, or transmitting information. "Document" shall include, but not be limited to:
   a. writings of any kind, including, but not limited to, any of the following:
      i. letters, memoranda, email or fax transmittals;
      ii. any film, photograph, or sound recording on any type of device;
      iii. meeting minutes, telephone records, notebooks;
      iv. agreements and contracts;
      v. reports to shareholders, management, or government agencies;
      vi. transportation manifests;
      vii. copies of any document;
      viii. report, notices, analysis, notebook.
   b. any blueprints or drawings; and
   c. attachments to, or enclosures with, any document.
4. The term "identify" means, with respect to a natural person, to set forth: (a) the person's full name, (b) present or last known business and home addresses and telephone numbers; and (c) present or last known employer (include full name and address) with job title, position, or business.
5. The term "identify" means, with respect to a corporation, partnership, business trust, or other entity, to set forth: (a) its full name; (b) complete street address; (c) legal form (e.g., corporation, partnership, etc.); (d) the state under whose laws the entity was organized; and (e) a brief description of its business.
6. The term "identify" means, with respect to a document, to provide: (a) its customary business description (e.g., letter, invoice); (b) its date; (c) its number if any (e.g., invoice or purchase order number); (d) the identity of the author, addressee, and/or recipient; and (e) a summary of the substance or the subject matter. Alternatively, Respondent may provide a complete copy of the document.
7. The term "Investigation Area" refers to the area in and adjacent to the Willamette River in which EPA is currently conducting its PRP search and is bounded to the North by the confluence of the Columbia Slough, approximately River Mile 1.7 and bounded to the South at River Mile 12 and bounded to the East by a line following N Lombard St. to N Columbia Blvd. to Chimney Park to N. Commando Ave. to N Lombard St. to N Reno Ave. to N Edison St. to N Catlin Ave to N Decatur St. to N Baltimore Ave. to N Crawford St. to N Polk Ave. to N Willamette Blvd. to N Greeley Ave to N Interstate Ave. and bounded to the West by a line following NW Gillihan Rd. on Sauvie Island to Columbia River Hwy 30 to NW St. Helens Rd. to NW Nicolai St. to NW Vaughn St. to NW Thurman St. to NW 14th Ave. to NW Raleigh St. to NW 13th Ave. to N W Pettygrove St. to NW 12th Ave to NW Overton St. to NW 9th Ave. to NW Lovejoy St. to NW Broadway to NW Glisan St. Additionally, the area included between the Columbia River Hwy 30 and Forest Park is included in the definition of Investigation Area. See attached Investigation Area Map for a visual depiction of the Investigation Area.
8. The term "material" or "materials" shall mean any and all raw materials, commercial products, wastes, oil, petroleum, chemicals, substances, or matter of any kind.
9. The "period being investigated" and "the relevant time period" shall mean 1937 to present.

10. The term "Property(ies)" shall refer to any and all real or personal property within the Portland Harbor Investigation Area that Respondent owns, leases, manages, operates, has an easement on, or otherwise has an affiliation, or previously owned, leased, managed, operated, had an easement on, or otherwise had an affiliation during the period being investigated. The term Property includes aquatic lands owned, leased, or otherwise controlled by Respondent. Please note that you must answer the Questions in this Information Request related to properties outside the Investigation Area if Question 4, Section 2.0 specifically instructs you to.
11. The term "waste" or "wastes" shall mean and include trash, garbage, refuse, by-products, solid waste, hazardous waste, hazardous substances, and pollutants or contaminants, whether solid, liquid, or sludge, including, but not limited to, containers for temporary or permanent holding of wastes, building debris and asbestos-containing material.

DECLARATION

I declare under penalty of perjury that I am authorized to respond on behalf of Respondent and that the foregoing is complete, true, and correct.

Executed on ,_____, 200__.

_____

Signature

_____

Type or Print Name

_____

Title

Mailing Address: