PRE-REFERRAL LITIGATION REPORT

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YEOMAN CREEK LANDFILL
WAUKEGAN, IL

Binder 2

September 1997

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SUMMARY OF PRP INFORMATION FOR YEOMAN CREEK

UPDATED FEBRUARY 1996 BY R BOICE

OWNERS/OPERATORS

PARTY	RESPONSIBILITY	SOURCE
Arthur Rubloff & Co.	Involved in management of the Shopping Plaza and property south of Edward's Field from 1969-1984. Documentation indicatest that Rubloff became aware of encroachment of the landfill on the property following its occurence.	Correspondence with Lake County and IEPA. Evidence Summaries. 7/21/94 IR response.
Browning Ferris Industries	Corporation decended from National Disposal, Waukegan Disposal, Barrington Trucking, and others.	Refer to National Disposal, Waukegan Disposal and Barrington Trucking.
Evoy, James	Owner of lot with tax identification number 08-08-403-016, on which landfilled wastes were discovered during the RI. He states that he has no knowledge of landfilling.	Title Search. Evidence Summaries. 104(e) response 6/8/94.
Lovinger and Kramer	Own property with tax ids of 08-08-403-012 and 08-08-403-013, on which landfilled wastes were discovered during the RI. They state that they did not dump and did not give permission to dump.	Title search. Evidence summaries. 104(e) response 6/29/94.

National Disposal	Operator of Yeoman Creek and Edward's Field landfill. 104e resp: operated landfill and transported residential and commercial waste to the landfill under an agreement with the City of Waukegan. Transported municipal wastes to the landfill from the City of North Chicago. Transported for: Abbott, Goodyear, U.S. Steel, and other generators. 10/17/60 letter indicates that Nat. Disp. rep. to School District that could help school dist. dev. site for school following landfilling.	BFI 104(e) res. 7/20/89; Bauer Engr. Report 1971; Agreement with City of Waukegan 1/26/59; Permit 11/30/62; Contract w/City of Waukegan 2/1/64; Waukegan Public School 104(e) resp including 10/17/60 letter; Pedor Kirkegaard 104(e) resp.; Cor. w/Lake County and IEPA; Indemnity Agr. with School Board 7/31/64; municipal resolution 2/15/60; Lake County inspection 1962; Permit appl. to Lake Co. 10/8/62; Appr. of permit by Lake Co. 1962; Lake Co. memorandum 9/10/63; TES IV Rep. 3/20/87.
T. K. City Disposal (Henry Tewes was owner)	Operator of Yeoman Creek LF and hauled residential and commercial refuse to landfill from 2/1/69-5/69. According to Kirkegaard only hauled from residences. 104e resp: Confirmed operated site and transported municipal refuse to site for 3-1/2 months in 1969; TK dissolved in 1984.	BFI 104(e) resp. 7/20/84; TES IV Rep 3/20/87; 104(e) resp. 6/8/87; Tewes dep. 3/23/89; cor. w/IEPA; contact with City of Waukegan 2/1/69; Permit appl. 8/18/69; Kirkegaard 104(e); Baur Engr. Report 1971; letter from Robert E. Lessman 1/20/89; Bech dep. 10/25/89.
Terrace Nursing Home Limited Partnership	Owner of lot with tax identification number 08-08-403-011, on which landfill wastes were discovered during the RI. They were unaware of any landfilling.	Title search. 104(e) response 6/16/94.

John Zygokostas	Owner of lot with tax identification number 08-08-403-029, on which landfilled wastes were discovered during the RI. He is unaware of any landfilling on the property.	Title Search. 104(e) response 12/2/94.
City of Waukegan	Site owner and contracted for operation of the site. Contracted with National Disposal and TK Disposal for residential garbage transport and disposal at the site. Allowed sewage treatment plant wastes to be deposited on the site after covered. According to the Kirkegaard 104(e) response, the City directly disposed of some wastes at the site. According to the BFI 104(e), disposed of street sweepings at the site.	BFI 104(e) resp. 7/20/89; Waukegan School District # 60 104(e) resp. 1/22/87 and 8/9/90; Stipulation & Proposed Settlement with IEPA; Kirkegaard 104(e) resp.; 104() resp. 11/15/90 (including contracts and interrogatory); contracts with National Disposal 1/26/59 and other contracts with National and TK; Baur Engr. Report 1971; Municipal Resolution 2/15/60; memo from LCHD 9/12/63; TES IV report 3/20/87; cor. with IEPA and LCHD; application for closure 8/21/69.
Waukegan Park District	Owner of portion of Edwards Field LF. Property was donated to them by the City. They knew of the landfilling, but were unaware of any disposal of hazardous substances.	Lake County memo 9/12/63. RAI report 6/19/91. 104(e) response 6/8/94.

Waukegan School District # 60	Present owner of major portion of Yeoman Creek LF. In 104(e) resp., Kirkegaard presumed also delivered wastes to the site. 104(e) resp. stated that the School District acquired legal title to the property. The resp. includes warranty, quit claim and tax deeds, minutes to meetings, and cor. with National Disposal.	Indemnity agreement with National Disposal 7/31/64; permit application from National Disposal to LCHD 10/8/62; TES IV report 3/20/87; cor. with IEPA and LCHD; 104(e) resp. 4/22/87 and 8/9/90; Stipulation and proposed settlement with IEPA; Kirkegaard 104(e) resp.; City of Waukegan 104(e) resp. 11/15/90.
Cain Beneficia ries	Own property south of Edwards Field, on which landfill wastes were discovered during the RI. This is lot 8 of Section 17, and includes Waukegan Shopping Plaza. They reportedly did not know of the encroachment of the landfill, although the manager Arthur Rubioff was aware of it.	RAI Report 6/19/91. Evidence Summaries. Telephone conversation with Daniel Biederman.
Wells, Raymond W.	Former owner of lots with tax identification numbers 08-08-403-011, 08-08-403-012, 08-08-403-013, 08-08-403-016, on which landfilled wastes were discovered during the RI. He knows of no landfilling on the properties. The properties were given to him as a gift.	Title Search. 104(e) response 6/8/94.

TRANSPORTERS

PARTY	RESPONSIBILITY	SOURCE
A&A Disposal (Fred Larson)	Identified as a possible customer using the site in the 6/8/87 Lessman letter. Picked up wastes from light industrial, gas stations, grocery stores. According to BFI 104(e) response, A&A became Northshore Waste Control Co. According to Evidence Summaries was a transporter that used Site.	Lessman letter 6/8/87; Tewes dep. 3/23/89; Bech dep. 10/25/89 pp. 33, 51, 109; BFI 104(e) resp. 7/20/89; telephone conv. with NSWC attorney. Evidence Summaries.
Ace	According to Evidence Summaries was a transporter that used the Site.	LCHD insp. 1962. Evidence Summaries.
Barrington Trucking (subsidiary of National Disposal)	Transported residential wastes to the site. Appears to have been connected with National Disposal in operation of the site in 1958 and 1959. According to TES IV report is no longer in business (may have been acquired by BFI). According to Evidence Summaries, it transported wastes for the City of North Chicago to the Site.	Agreement with City of Waukegan 5/26/58; 5/13/59 notes; TES IV report 3/20/87. Evidence Summaries.
Browning-Ferris Industries	Successor to a number of transporters, including National Disposal, Barrington Trucking, Waukegan Disposal, Sisson Disposal, Peter Faargard.	

Century Scavenger Service (or Century Metals)	Transported oily material, including sawdust from floor sweepings and full drums of liquid oily material, from OMC to site from 1959-1969 except for some intervening years when lost contract. First OMC told Century where to dump the wastes (pp. 32-33 of Schulski dep.). Later, however, did pay dump fees and selected disposal location. Also refer to info. on OMC as generator	Newspaper articles; IEPA notes; LCHD insp. 1962; letter from Hugh Thomas of OMC 9/25/78; Schulski dep. 3/10/89; Tewes dep. 3/23/89; Beck dep. p. 45; TES IV report 3/20/87; Kirkegaard 104(e) resp.; BFI 104(e) resp. 7/20/89; 104(e) resp. 6/27/89.
D&L Garbage Co.	Transporter for FK Foundries.	Kirkegaard 104(e) resp. 7/12/89.
Delta Disposal (owned by Kaj A. Knudsen)	Identified as a customer using the site in the 6/8/87 Lessman letter. According to the Tewes dep., mostly transported residential garbage outside Waukegan. According to the Bech dep., 90-95% of what Delta transported was home garbage and the rest was from grocery stores, gas stations, etc.	Lessman letter 6/8/87; Tewes dep. 3/23/89; Bech dep 10/25/89; Kirkegaard 104(e) resp.
Del Van Hoogen	According to evidence summaries, an early transporter for Fansteel.	Evidence Summaries.
Peter Fargaard	According to Bech dep. p. 47, transported for small businesses, homes and construction debris. According to evidence summaries, transported wastes for a number of generatores, and was bought out by Waukegan Disposal.	2/13/59 notes; LCHD insp. 1962; Bech dep. 10/25/89. Evidence Summaries.

Jensen Disposal	Identified as a possible customer using the site, in letter from Lessman representing Tewes dated 6/8/87. According to Tewes dep. and Bech dep. pp. 29, 44 and 49, Jensen Disposal mainly picked up residential wastes from outskirts of Waukegan. According to 104(e) response, did not dup garbage or rubbish at the site. Identified as a customer of the Site in the Evidence Summaries.	Lessman letter 6/8/87; Tewes dep. 3/23/89; Bach dep. 10/25/89; Kirkegaard 104(e) resp.; BFI 104(e) resp. 7/20/89; 104(e) resp. Evidence Summaries.
Keno Trucking (Ernie Wright)	According to Schulski dep., Keno purchased the name Century Metals, and took the company records. Keno Trucking was sold to Waste Management, Inc.	Schulski dep. 3/10/89.
William Larson		2/13/59 notes; LCHD insp. 1962
Libertyville Disposal	According to BFI 104(e) resp., wastes transported to the site consisted of commercial waste.	BFI 104(e) resp. 7/20/89.
Little Disposal	Listed as a possible customer of landfill in 6/8/87 Lessman letter.	Lessman letter 6/8/87; Tewes dep. 3/23/89; Bech dep. 10/25/89 p. 44.
National Disposal (Browning Ferris)	[See information for owner/operators above]. Evidence Summaries and BFI 104(e) response identified as transporter for many generators.	[See information for owner/operator above] Evidence Summaries. 10/23/95 submittal from Lathrop & Norquist.
Fred Noorlag	Identified as a customer of the Site in Evidence Summaries.	Kirkegaard 104(e) resp. Evidence Summaries.

North Chicago Disposal (Larry Wallace)	Listed as a possible customer of landfill in 6/8/87 Lessman letter. According to Bech dep., he did not think this company was in business at the time of his observations at the site.	Lessman letter 6/8/87; Tewes dep. 3/23/89; Bech dep. 10/25/89 p. 44.
Northshore Waste Control Co.	According to a 8/8/89 telephone memorandum, Northshore Waste Control Systems purchased routes and trucks from A&A Garbage (not A&A Disposal), and did not buy stock.	8/8/89 memo.
Obenauf Disposal	Identified as a customer of the Site and transporter for some generators in Evidence Summaries.	Evidence Summaries.
Sisson Disposal (John Sission)	According to BFI 104(e) hauled residential and commercial wastes to the site. According to Tewes dep. hauled for apartment buildings and for Chicago Rubber. According to Beck dep. pp. 57-58, transported wastes from North Chicago Refiners and Smelters but unsure where disposed of. Evidence Summaries identified as transporter for a number of generators.	Tewes dep. p. 38 3/23/89; Beck dep. p. 29 10/25/89; Kirkegaard 104(e) resp.; BFI 104(e) resp.; notes 2/13/59; LCHD insp. 1962; letter from Lessman rep. Tewes 6/8/87. Evidence Summaries.
Superior Disposal Service (William Brandt)		Kirkegaard 104(e) resp.
TK Disposal	[See information for owner/operators above]	[See information for owner/operator above]

Waste Manageme nt, Inc.	BFI 104(E) resp: believed TK Disposal consolidated into Waste Mgmt. Beck & Tewes deposition: WMI bought out TK six months after TK lost the Waukegan contract. Tewes 104(e) resp: TK dissolved in 1984. TES IV report: Tewes indicated in an interview that WMI only purchased equipment for TK. WMI is descended from Ace Scavenger according to Forbes, 8/2/93, p.96, and Evidence Summaries. WMI purchased Keno Trucking. 104(e) resp. states that WMI is a direct decendant of Ace Scavenger service, City Disposal Service (a Wisconsin Corp.), Acme Disposal Service, and City Disposal (an Illinois Corp.). WMI states that they are not affiliated with Century Scavenger, Century Metals, Sisson Disposal, T.K. City Dispsal, or A&A Disposal. They are uncertain about their relationship to North Shore Waste Control.	BFI 104(e) resp. 7/20/84; TES IV Rep 3/20/87; Tewes 104(e) resp. 6/8/87; Tewes dep. 3/23/89; Beck dep. p. 93; Forbes, 8/2/93; also see Ace Disposal, Keno Trucking, and TK Disposal. Evidence Summaries. WMI 104(e) resp. 1/16/95, 5/12/95.
City of Waukegan	[See information for owner/operators above]	[See information for owner/operator above]

Waukegan Disposal (Browning Ferris) [once owned by Peder Kirkegaard according to 104(e)]	According to Tewes dep. p. 32 and 38, hauled mainly commercial and industrial wastes, and was probably biggest hauler to site. According to Schulski dep., may have hauled OMC waste for a period of time. According to Bech dep. pp. 29 and 48, serviced small manufacturers, gas stations, businesses and some residences. According to 104(e) resp., transported for, Dexter, Montgomery Ward, Sears Roebuck, U.S. Envelop, Fansteel, Larsen & Petersen Paint Store, Stone Container, Waukegan News Sun. and Coral Chemical. Evidence Summaries identified Waukegan Disposal as a transporter for many generators, and successor to Peter Faargard and Sisson Disposal.	104(e) 7/12/89 and 7/20/89; Tewes dep. 3/23/89; Bech dep. 10/25/89; Kirkegaard 104(e) resp. 7/12/89; Schulski dep 3/20/89; 2/13/59 notes; LCHD insp. 1962; Lessman letter rep. Tewes 6/8/87. Evidence Summaries. 10/23/95 submittal from Lathrop & Norquist.

GENERATORS

PARTY	RESPONSIBILITY	SOURCE
ABF Freight Systems	Wastes transported and disposed at the Site by Waukegan Disposal, and included floor sweepings, oily liquid, residual fluids.	Evidence Summaries.
Abbott Lab	Identified as an area manufacturer in TES IV report. Identified as a customer of the landfill in letter from Tewes 6/8/87, and Evidence Summaries. According to Schulski, Tewes and Bech deps., Abbott wastes were transported and disposed at the site predominantly in their own trucks. Trucks were marked Abbot. According to the BFI 104(e) resp., Abbott were also transported and disposed at the Site by National Disposal. National Disposal's contract included service to the dock, cafeteria, and laboratory bldgs. Wastes were primarily empty shipping crates, corrugated boxes, and garbage (mostly loose material). According to 104(e) resp., Abbott hauled non-hazardous waste to the site. Believed to be general non-hazardous refuse, including corrugated boxes, cafeteria waste, filter cake from fermentation processes (activated carbon, diatomaceous earth, and inert solids), innocuous solid laboratory waste from diagnostic research which was autoclaved, unused hospital products in original packaging (made of glass, and plastic with Abbott logo).	BFI 104(e) resp. 2/20/89; Tewes letter 6/8/87; Schulski dep. 3/10/89; Tewes dep. 3/23/89; Bech dep. 10/25/89 p. 41; TES IV report; 104(e) resp. 8/7/89, 3/7/89; Kirkegaard 104(e) resp. Evidence Summaries.

Acme Coal & Building Supply	Identified as area manufacturer in TES IV report. According to 104(e) response, went out of business in 1968. Acme Brick and Supply purchased inventory and equipment in Nov. 1968. Acme Coal and Building Supply had used motor oil.	TES IV report; telephone conv. dated 2/13/89.
Alum-a-trim Metal Products	Identified as an area manufacturer in TES IV report. 104(e) request was sent but not deliverable.	TES IV report.
American National Can Co.	Identified as an area manufacturer in TES IV report. According to the 104(e) response, they were unable to locate any records. The facility includes a distribution center, equipment reconditioning, and composite can lines.	TES IV report; 104(e) resp. 2/24/89, 8/22/90, 1/11/91, 4/20/89.
American Steel and Wire Co.	Identified as an area manufacturer in TES IV report. Did not incorporate until after landfill closed. Facility formerly operated by U.S. Steel.	Bech dep. 10/25/89 p. 52; TES IV report; 104(e) resp. 10/19/89 and 9/4/90; BFI 104(e) resp.
Anchor Hocking	According to BFI 104(e) resp., wastes taken to the site consisted of glass bottles that did not meet specs and general rubbish. Wastes transported and disposed at the Site by National Disposal.	BFI 104(e) resp. Evidence Summaries.
Baxter Pharmaceutical	According to BFI 104(e) resp., wastes taken to the site consisted of garbage only.	BFI 104(e) resp.
Bearing Headquarters Co.	Wastes transported and disposed at Site by Waukegan Disposal.	Evidence Summaries.

Chem-Rite	Wastes transported and disposed at Site by Waukegan Disposal, and included floor sweepings, and cleaning solutions.	Evidence Summaries.
Chicago Hardware & Foundry Co.	Identified as an area manufacturer in TES IV report. 104(e) request was sent but not deliverable. Dissolved in 11/27/74.	TES IV report.
Chicago Rubber Co.	Identified as area manufacturer in TES IV report. Wastes transported and disposed at Site by Sisson and Waukegan Disposal. Wastes included black powder, floor sweepings, oily liquid. 104(e) request sent but not deliverable. Caroline Bohlen left a note that "incop. 10-1-88; dissolved 3-1-88". According to Evidence Summaries, their address is Winchester, Kentucky.	TES IV report; Bech dep. 10/25/89 pp. 49 and 53. Evidence Summaries.
Commonwealth Edison	Wastes transported and disposed at Site by Sisson Disposal and Waukegan Disposal, and included lime to nuetralize fish odor, and wastes from truck maintenance.	Evidence Summaries.

Corol International, Inc.	According to 104(e) resp., utilized BFI and its predecessor (Waukegan disposal). They do not know where disposal occurred. Wastes included used floor sweeping compound, dust collector wastes, used lab chemicals, production overruns, raw material spills, production rejects, obsolete raw materials, empty containers. The 12/8/94 contains a complete list of raw materials including a number of hazardous substances including cresol #4, DDT, dichloroethylene, fluoboric acid, formaldehyde, formic acid, HCl, HF, hydrogen peroxide, soda ash, methylene chloride, nickel compounds, nitric acid, dichlorobenzene, phosphoric acid, potassium ferrocyanide, chromium compounds, sodium hydroxide, trichloroethylene, xylol, zinc compounds. According to Evidence Summaries, wastes transported and disposed at Site by Waukegan Disposal, and included residual waste powders. Experiences of Waukegan Disposal personnel indicate that the waste was hazardous.	Cor.; 104(e) resp. 9/7/89, 12/8/94. Evidence Summaries.

Dexter Packaging Products Div.	Identified as an area manufacturer in TES IV report. Identified as customer using the site, in Lessman letter 6/8/87. According to BFI 104(e) response, Ollie Kirkegaard remembered hauling 55 gallon drums filled or half filled with point and solvents to the Site. He estimated 20-30 drums/day in early 60s [30 gals/drum X 25 drums/day X 260 day/year X 5 years = 1 E6 gal.; 25 drums/2 drums/yd^3 X 260 X 5 = 20,000 yd^3] Waste that likely were disposed of include empty bags of pigment, 5 gallon pails, filter bags, floor scrapings, grinding media, coatings, scrap paint, lab retains, fiter aid, semi-liquid waste, fiber drums, full and paritally filled paint cans, used solvents, partially dried paints, used thinners, byproducts, soiled rags, naptha, filter cartridges, filter cake, and used chemical containers. Contracted on a limited basis with Waukegan Disposal, but the service and nature, volume, and disposition of waste is unknown.	Lessman letter 6/8/87; Tewes dep. p. 58 3/23/89; TES IV report 3/20/87; Kirkegaard 104(e) resp.; 104(e) resp. 10/5/90, 3/28/89, 11/11/94; BFI 104(e) resp. 7/20/89.
Diamond Scrap Yard	According to Schulski dep., disposed of wastes at the landfill.	Schulski dep. 3/10/89.

F.K. Foundries, Inc.	Identified as one of generators in the area in TES IV report. According to 104(e) response, wastes are primarily cardboard, sawdust, wood shavings, wood cut-outs, and office wastes. A small percentage of their wastes was used sand cores. Wastes were transported by "D&L". They do not know where D&L disposed of wastes. According to the Evidence Summaries, wastes were transported and disposed at Site by Waukegan Disposal.	TES IV report 3/20/87; 104(e) resp. 11/21/94, 8/2/90, 7/10/89. Evidence Summaries.

Fansteel Metallurgical Corp., V.R. Wesson Div.	Identified as an area manufacturer in TES IV report. Identified as a customer of the landfill in 6/8/87 letter from Lessman representing Tewes. According to BFI 104(e) resp., wastes transported by Waukegan Disposal, and waste consisted of metal dust, shavings and wood. According to Bech dep. p. 37, wastes consisted mostly of rubbish, shavings, floor sweepings, an empty containers. However, Bech said the wastes were not taken to the site. According to 104(e) resp., they have no records that industrial wastes were disposed of at the site, and their former employees have no recollection of this. According to Evidence Summaries, wastes transported and disposed at Site by Waukegan Disposal, and included dark bluish powder, shavings, liquids, ashes, black powder, clay-like sludge, naphtha, and sweepings. A 10/23/95 submittal from Lathrup and Norquist documents that Waukegan Disposal picked up wastes at Fansteel (incl waste oil, naphtha and silica sand) and disposed of it at the Site.	BFI 104(e) resp. 7/20/89, 3/13/89; Lessman letter 6/8/87; Bech dep. 10/25/89; TES IV report; Kirkegaard 104(e) resp.; 104(e) resp. 6/22/89, and 11/14/95. Evidence Summaries. 10/23/95 submittal from Lathrop & Norquist.

Goelitz Confectionary	Identified as area manufacturer in TES IV report. According to 104(e), they never used site, and they do not appear to have generated wastes that would be expected to contain hazardous substances.	TES IV report; 104(e) resp. 3/14/89.
Goodyear Tire & Rubber	According to BFI 104(e) resp., wastes taken to the site consisted of rejected rubber products, uncurred rubber and general garbage. According to GY 104(e) resp., wastes included bags, cans, oil dry, kitty litter, clay, cloth, wire, uncured rubber, and cured rubber hose. From the description of the process, it appears that small quantities of lead and hydraulic fluid may have been in the waste stream.	BFI 104(e) resp. 104(e) resp. 5/1/95.
Gordons Auto Parts	Waste transported and disposed at Site by Waukegan Disposal, and typical auto repair wastes.	Evidence Summaries.
Griess-Pfleger Tanning Co.	Identified as an area manufacturer in TES IV report. Identified as a customer using the site in 6/8/87 Lessman letter. According to Tewes dep., Tewes believed this company was a Waukegan Disposal customer. However, according to the Bech dep, this company's wastes were not taken to the site during his period (they were burned in a field). 104(e) request was sent but not deliverable. Caroline Bohlen left a note that the company dissolved on 3/25/90.	TES IV report; Lessman letter 6/8/87; Tewes dep. 3/23/93; Bech dep. 10/25/89 p. 56.

Ameritech (Illinois Bell)	Wastes transported and disposed at Site by A&A Disposal and Waukegan Disposal. Wastes included scrap wires, and peices of telephone poles.	Evidence Summaries.
International Harvestor Truck Dealership	Wastes transported and disposed at Site by John Sisson and Waukegan Disposal, and included typical truck repair wastes.	Evidence Summaries.
Interstate Electric Supply Co.	Wastes transported and disposed at Site by Waukegan Disposal, and included fluorescent bulbs and electrical wire.	Evidence Summaries.
J.C. Penney	According to BFI 104(e) resp., wastes taken to the site consisted of garbage only.	BFI 104(e) resp.
Kaumus Paint Co.	Identified as an area manufacturer in TES IV report. 104(e) request sent but was not deliverable. Caroline Bohlen left a note that "called information, no listing".	TES IV report
K-Mart	Wastes transported and disposed at Site by Waukegan Disposal, and included typical automotive repair wastes and paint.	Evidence Summaries.
Karry Brother Transmission Corp.	Wastes transported and disposed at Site by Waukegan Disposal, and included transmission fluid, oil, scrap parts.	Evidence Summaries.
Lake County Hospital	Wastes transported and disposed at Site by Waukegan Disposal, and included typical hospital wastes.	Evidence Summaries.

Lake Shore Foundry	Identified manufacturer in the area in TES IV report. According to 104(e) response, did not use site and do not generate wastes. According to Evidence Summaries, wastes transported and disposed at Site by Waukegan Disposal, and included foundry sand.	TES IV report; Kirkegaard 104(e) resp.; 104(e) resp. 2/24/89, 6/27/89. Evidence Summaries.
Lakehurst	According to BFI 104(e) resp., wastes taken to the site consisted of garbage only.	BFI 104(e) resp.
Larsen Petersen Paint Store	According to BFI 104(e) and Bech dep., wastes were transported and disposed at the site by National Disposal or Waukegan Disposal and included paint in cans. According to Evidence Summaries, wastes transported and disposed at Site by Waukegan Disposal, and included empty and partially full paint cans.	Bech dep. 10/25/89 p. 86; BFI 104(e) resp. 7/20/89. Evidence Summaries.
Manville Corp.	Identified as an area manufacturer in TES IV report. According to Tewes dep. and Bech dep. p. 56, they did not believe that Manville waste was hauled to the site because they had their own dump. According to the 104(e) response, they have no knowledge of use of the site.	Tewes dep. 3/23/89; Bech dep. 10/25/89; TES IV report; 104(e) resp. 10/3/90 and 3/16/89.

Montgomery Ward	According to BFI 104(e) resp., wastes transported to site included paint in cans. According to Evidence summaries, wastes transported and disposed at Site by Waukegan Disposal, and included paint cans and auto repair wastes.	BFI 104(e) resp. 7/20/89. Evidence Summaries.
National Gypsum	According to Tewes dep. p. 69, almost positive that wastes from National Gypsum went to the site, and they probably consisted of gypsum board.	Tewes dep. 3/23/89.
City of North Chicago	Wastes from residences, commercial establishments and instituational establishments picked up by National Disposal (or Barrington Trucking, its subsidiary) and disposed of at site. Quantity of wastes covered by contract was limited to two 30 gallon cans per customer per week.	Municipal Resolution 2/15/60; Contract between National Disposal and City of Waukegan 2/1/64; BFI 104(e) resp. 7/20/89. Evidence Summaries.
North Chicago Refiners and Smelters	According to Bech dep. pp. 57-58, transported by Sission, but unsure where disposed of. Identified as one of generators in the area in the TES IV report. According to the 104(e) resp., they found no documentation that used site, generate only minimal amounts of waste solvents from cleaning and waste oil from machinery lubrication. Also in 1982, no PCB contamination found at the facility in an EPA inspection. According to Evidence Summaries, waste transported and disposed by Waukegan Disposal, and included paint cans and floor sweepings.	Bech dep. 10/25/89; TES IV Report 3/20/87; 104(e) resp. 10/4/90 and 3/15/89. Evidence Summaries.

North Shore Gas Co.	Waste transported and disposed at Site by Waukegan Disposal, and included peices of wiring, and truck repair wastes.	Evidence Summaries.
North Shore Printers	According to BFI 104(e) resp. and Bech dep., wastes transported to Site by National Disposal and included paper cuttings and ink. According to Evidence Summaries, wastes transported to the Site by Peter Faargard and Waukegan Disposal, and included waste inks and glue.	BFI 104(e) resp.; Bech dep. 10/25/89 pp. 107-108. Evidence Summaries.
Northshore Sanitary District	IEPA inspections reported disposal of sewage treatment plant sludge (from an unkown source) on the site after is had been covered. According to 104(e) resp., did not use site. According to Evidence Summaries, wastes transported and disposed at Site by Waukegan Disposal.	IEPA inspection reports; 104(e) resp. Evidence Summaries.

Outboard Marine Corp.	Wastes transported and disposed at Site by Century Metal, Inc. Wastes included oil contaminated floor sweepings, and barrels of oil. Volume estimate is: 1 load @ 13 yd^3/day x 260 d/yr x 11 yr = 37,000 yd^3 (9/25/78 letter from OMC stated used Century from 1959-71; Schulski 104(e) 6/27/89 estimated size of load to be 13 yd^3/day. [Total landfilled volume is approx. 60 acres X 43560 X 10 ft deep / 27 = 1 E6 cubic yards.] 104(e) resp: No info assoc. OMC with the site. Used Century Scavenger for waste pick up at Lake Front Fac. Wastes at Lake Front Fac. included floor sweepings, including saw dust. waste sorbent may have contained hydraulic fluids containing Arochlor-1242 and 1248. Hugh Thomas of OMC letter to LCHD dated 9/25/78 confirmed use of Century Disposal for handling industrial wastes from 1959-71. Also refer to information on Century Scavenger. as transporter.	Newspaper articles; Press releases; Schulski dep 3/10/89; Schulski 104(e) resp. 6/27/89; IEPA notes; Lessman letter (rep. Tewes) 6/8/87; Hugh Thomas of OMC letter 9/25/78; TES IV Report 3/20/87; 104(e) resp. 1/15/90, 11/21/94; Kirkegaard 104(e) resp.
Pfanstiehl Corporation	According to BFI 104(e) resp., wastes transported to site consisted of garbage only. According to evidence summaries, waste transported and disposed at Site by Waukegan Disposal, and included small black plastic chips.	BFI 104(e) resp. 7/20/89. Evidence Summaries.

Babson Brothers Co. (Pfanstiehl Detergent Chemical Co.)	Waste transported and disposed at Site by Peter Faargard and Waukegan Disposal. Wastes included white and yellow powders.	Evidence Summaries.
Pfanstiehl Laboratories, Inc.	Waste transported and disposed at Site by John Sisson and T.K. City Disposal, and wastes included residual powders.	Evidence Summaries.
Pickus Construction & Equipment Co.	Waste transported and disposed at Site by Waukegan Disposal, and included some empty paint cans.	Evidence Summaries.
Polyfoam Packers Corp.	Waste transported and disposed at Site by Waukegan Disposal.	Evidence Summaries.
Reed-Randle Ford	Waste transported and disposed at Site by Waukegan Disposal, and included typical auto repair wastes.	Evidence Summaries.
Saint Theresa Hospital	Waste transported and disposed at Site by National Disposal, and included typical hospital wastes and empty one gallon paint cans.	Bech dep. 10/25/89 p. 62; BFI 104(e) resp. 7/20/89. Evidence Summaries.
Sears Roebuck & Co.	According to BFI 104(e) resp. and Evidence Summaries, wastes transported and disposed at Site by Waukegan Disposal and included paint in cans.	Bech dep. 10/25/89 p. 85; BFI 104(e) resp. 7/20/89 and 3/13/89. Evidence Summaries.

Stone Container Corp.	According to BFI 104(e) resp., wastes were transported and disposed at Site by Waukegan Disposal, and consisted of 1/2 to 3/4 full 5 gallon pails of unknown material hauled on a daily basis. According to the Evidence Summaries, waste transported and disposed at Site by Waukegan Disposal and John Sisson. Wastes included waste ink and glues.	Tewes dep. 3/23/89 p. 70; Bech dep. 10/25/89 pp. 60 and 81; BFI 104 (e) resp. 7/20/89 and 3/13/89. Evidence Summaries.
U.S. Envelop, Westvaco	According to BFI's 104(e) resp. and Evidence Summaries, wastes transported and disposed at Site by Waukegan Disposal, and included glue and ink in buckets hauled daily. According to Westvaco IR response, wastes picked up by Waukegan Disposal would have primarily been waste paper, with some loose glue and ink. Drumed wastes believed to be handled separately. Wastes may have contained ethyl alcohol, cellosolve, solvent based inks, adhesives, off-site inks, hydraulic oil, lubricating oil, and caustic cleaner.	Bech dep. 10/25/89 p. 83; BFI 104(e) resp. 7/20/89 and 3/13/89. Evidence Summaries. 12/5/94 Westvaco IR response.
U.S. Steel Corp.	Wastes transported and disposed at the Site by National Disposal and Waukegan Disposal, and included floor sweepings and drummed wastes, including used acid.	Evidence Summaries. 10/23/95 submittal from Lathrop & Norquist.
Victory Memorial Hospital	Wastes transported and disposed at the Site by Waukegan Disposal, and included typical hospital wastes, paint cans and loose paint.	Bech dep. 10/25/89 p. 62. Evidence Summaries.

City of Waukegan	[See information on owner/operators above]	[See information on owner/operator above]
Waukegan Marine	Wastes transported and disposed at Site by Waukegan Disposal, and included waste typical of engine repair, and empty paint cans.	
Waukegan News Sun	According to BFI 104(e) resp. and Evidence Summaries, wastes transported and disposed at Site by Waukegan Disposal, and included waste ink. The 104(e) response, confirms that Sisson Disposal and Waukegan Disposal transported wastes from the facility. However, they argue that ink was not disposed of.	BFI 104(e) resp. 7/20/89. WNS 104(e) resp. 1/4/95.
Wiebolt	According to BFI 104(e) resp., wastes taken to the site consisted of garbage only.	BFI 104(e) resp.
Zayre	According to BFI 104(e) resp., wastes taken to the site consisted of garbage only.	BFI 104(e) resp.

SUMMARY OF PRP INFORMATION FOR YEOMAN CREEK

OWNERS/OPERATORS

PARTY	RESPONSIBILITY	SOURCE
Arthur Rubloff & Co.	Involved in management of property south of Edward's Field during 1970s	Correspondence with Lake County and IEPA. Evidence Summaries.
Browning Ferris Industries	Corporation decended from National Disposal, Waukegan Disposal, Barrington Trucking, and others.	Refer to National Disposal, Waukegan Disposal and Barrington Trucking.
Evoy, James	Owner of lot with tax identification number 08-08-403-016.	Title Search. Evidence Summaries.
Lovinger and Kramer	Own property with tax ids of 08-08-403-012 and 08-08-403-013, on which landfilled wastes were discovered during the RI landfill delineation work.	Title search. Evidence summaries.

National Disposal	Operator of Yeoman Creek and Edward's Field landfill. 104e resp: operated landfill and transported residential and commercial waste to the landfill under an agreement with the City of Waukegan. Transported municipal wastes to the landfill from the City of North Chicago. Transported for: Abbott, Goodyear, U.S. Steel, and other generators. 10/17/60 letter indicates that Nat. Disp. rep. to School District that could help school dist. dev. site for school following landfilling.	BFI 104(e) res. 7/20/89; Bauer Engr. Report 1971; Agreement with City of Waukegan 1/26/59; Permit 11/30/62; Contract w/City of Waukegan 2/1/64; Waukegan Public School 104(e) resp including 10/17/60 letter; Pedor Kirkegaard 104(e) resp.; Cor. w/Lake County and IEPA; Indemnity Agr. with School Board 7/31/64; municipal resolution 2/15/60; Lake County inspection 1962; Permit appl. to Lake Co. 10/8/62; Appr. of permit by Lake Co. 1962; Lake Co. memorandum 9/10/63; TES IV Rep. 3/20/87.
T. K. City Disposal (Henry Tewes was owner)	Operator of Yeoman Creek LF and hauled residential and commercial refuse to landfill from 2/1/69-5/69. According to Kirkegaard only hauled from residences. 104e resp: Confirmed operated site and transported municipal refuse to site for 3-1/2 months in 1969; TK dissolved in 1984.	BFI 104(e) resp. 7/20/84; TES IV Rep 3/20/87; 104(e) resp. 6/8/87; Tewes dep. 3/23/89; cor. w/IEPA; contact with City of Waukegan 2/1/69; Permit appl. 8/18/69; Kirkegaard 104(e); Baur Engr. Report 1971; letter from Robert E. Lessman 1/20/89; Bech dep. 10/25/89.
Trust 25-9142 First Chicago Bank of Ravenswood	Owner of lot with tax identification number 08-08-403-011.	Title search.

Trust 2566 Grand National Bank	Owner of lot with tax identification number 08-08-403-029.	Title Search.
City of Waukegan	Site owner and contracted for operation of the site. Contracted with National Disposal and TK Disposal for residential garbage transport and disposal at the site. Allowed sewage treatment plant wastes to be deposited on the site after covered. According to the Kirkegaard 104(e) response, the City directly disposed of some wastes at the site. According to the BFI 104(e), disposed of street sweepings at the site.	BFI 104(e) resp. 7/20/89; Waukegan School District # 60 104(e) resp. 1/22/87 and 8/9/90; Stipulation & Proposed Settlement with IEPA; Kirkegaard 104(e) resp.; 104() resp. 11/15/90 (including contracts and interrogatory); contracts with National Disposal 1/26/59 and other contracts with National and TK; Baur Engr. Report 1971; Municipal Resolution 2/15/60; memo from LCHD 9/12/63; TES IV report 3/20/87; cor. with IEPA and LCHD; application for closure 8/21/69.
Waukegan Park District	Owner of portion of Edwards Field LF.	Lake County memo 9/12/63. RAI report 6/19/91.
Waukegan School District # 60	Present owner of major portion of Yeoman Creek LF. In 104(e) resp., Kirkegaard presumed also delivered wastes to the site. 104(e) resp. stated that the School District acquired legal title to the property. The resp. includes warranty, quit claim and tax deeds, minutes to meetings, and cor. with National Disposal.	Indemnity agreement with National Disposal 7/31/64; permit application from National Disposal to LCHD 10/8/62; TES IV report 3/20/87; cor. with IEPA and LCHD; 104(e) resp. 4/22/87 and 8/9/90; Stipulation and proposed settlement with IEPA; Kirkegaard 104(e) resp.; City of Waukegan 104(e) resp. 11/15/90.

Cain Beneficiaries	Own property south of Edwards Field, lot 8 of Section 17, and includes Waukegan Shopping Plaza.	RAI Report 6/19/91. Evidence Summaries.
Wells, Raymond W.	Former owner of lots with tax identification numbers 08-08-403-011, 08-08-403-012, 08-08-403-013, 08-08-403-016.	Title Search.

TRANSPORTERS

PARTY	RESPONSIBILITY	SOURCE
A&A Disposal (Fred Larson)	Identified as a possible customer using the site in the 6/8/87 Lessman letter. Picked up wastes from light industrial, gas stations, grocery stores. According to BFI 104(e) response, A&A became Northshore Waste Control Co. According to Evidence Summaries was a transporter that used Site.	Lessman letter 6/8/87; Tewes dep. 3/23/89; Bech dep. 10/25/89 pp. 33, 51, 109; BFI 104(e) resp. 7/20/89; telephone conv. with NSWC attorney. Evidence Summaries.
Ace Scavenger Service	According to Evidence Summaries was a transporter that used the Site.	LCHD insp. 1962. Evidence Summaries.
Barrington Trucking (became a subsidiary of National Disposal)	Transported residential wastes to the site. Appears to have been connected with National Disposal in operation of the site in 1958 and 1959. According to TES IV report is no longer in business (may have been acquired by BFI). According to Evidence Summaries, it transported wastes for the City of North Chicago to the Site.	Agreement with City of Waukegan 5/26/58; 5/13/59 notes; TES IV report 3/20/87. Evidence Summaries.
Browning-Ferris Industries	Successor to a number of transporters, including National Disposal, Barrington Trucking, Waukegan Disposal, Sisson Disposal, Peter Faargard.	

Century Metal, Inc.	Transported oily material, including sawdust from floor sweepings and full drums of liquid oily material, from OMC to site from 1959-1969 except for some intervening years when lost contract. First OMC told Century where to dump the wastes (pp. 32-33 of Schulski dep.). Later, however, did pay dump fees and selected disposal location. Also refer to info. on OMC as generator	Newspaper articles; IEPA notes; LCHD insp. 1962; letter from Hugh Thomas of OMC 9/25/78; Schulski dep. 3/10/89; Tewes dep. 3/23/89; Beck dep. p. 45; TES IV report 3/20/87; Kirkegaard 104(e) resp.; BFI 104(e) resp. 7/20/89; 104(e) resp. 6/27/89.
D&L Garbage Co. (Dotton & Larson)		Kirkegaard 104(e) resp. 7/12/89.
Delta Disposal (owned by Kaj A. Knudsen)	Identified as a customer using the site in the 6/8/87 Lessman letter. According to the Tewes dep., mostly transported residential garbage outside Waukegan. According to the Bech dep., 90-95% of what Delta transported was home garbage and the rest was from grocery stores, gas stations, etc.	Lessman letter 6/8/87; Tewes dep. 3/23/89; Bech dep 10/25/89; Kirkegaard 104(e) resp.
Del Van Hoogen	According to evidence summaries, an early transporter for Fansteel.	Evidence Summaries.

Peter Fargaard	According to Bech dep. p. 47, transported for small businesses, homes and construction debris. According to evidence summaries, transported wastes for a number of generatores, and was bought out by Waukegan Disposal.	2/13/59 notes; LCHD insp. 1962; Bech dep. 10/25/89. Evidence Summaries.
Jensen Disposal	Identified as a possible customer using the site, in letter from Lessman representing Tewes dated 6/8/87. According to Tewes dep. and Bech dep. pp. 29, 44 and 49, Jensen Disposal mainly picked up residential wastes from outskirts of Waukegan. According to 104(e) response, did not dup garbage or rubbish at the site. Identified as a customer of the Site in the Evidence Summaries.	Lessman letter 6/8/87; Tewes dep. 3/23/89; Bach dep. 10/25/89; Kirkegaard 104(e) resp.; BFI 104(e) resp. 7/20/89; 104(e) resp. Evidence Summaries.
Keno Trucking (Ernie Wright)	According to Schulski dep., Keno purchased the name Century Metals, and took the company records. Keno Trucking was sold to Waste Management, Inc.	Schulski dep. 3/10/89.
William Larson		2/13/59 notes; LCHD insp. 1962
Libertyvill e Disposal	According to BFI 104(e) resp., wastes transported to the site consisted of commercial waste.	BFI 104(e) resp. 7/20/89.
Little Disposal	Listed as a possible customer of landfill in 6/8/87 Lessman letter.	Lessman letter 6/8/87; Tewes dep. 3/23/89; Bech dep. 10/25/89 p. 44.

National Disposal (Browning Ferris)	[See information for owner/operators above]. Evidence Summaries and BFI 104(e) response identified as transporter for many generators.	[See information for owner/operator above] Evidence Summaries.
Fred Noorlag	Identified as a customer of the Site in Evidence Summaries.	Kirkegaard 104(e) resp. Evidence Summaries.
North Chicago Disposal (Larry Wallace)	Listed as a possible customer of landfill in 6/8/87 Lessman letter. According to Bech dep., he did not think this company was in business at the time of his observations at the site.	Lessman letter 6/8/87; Tewes dep. 3/23/89; Bech dep. 10/25/89 p. 44.
Northshore Waste Control Co.	According to a 8/8/89 telephone memorandum, Northshore Waste Control Systems purchased routes and trucks from A&A Garbage (not A&A Disposal), and did not buy stock.	8/8/89 memo.
Obenauf Disposal	Identified as a customer of the Site and transporter for some generators in Evidence Summaries.	Evidence Summaries.

Sisson Disposal (John Sission)	According to BFI 104(e) hauled residential and commercial wastes to the site. According to Tewes dep. hauled for apartment buildings and for Chicago Rubber. According to Beck dep. pp. 57-58, transported wastes from North Chicago Refiners and Smelters but unsure where disposed of. Evidence Summaries identified as transporter for a number of generators.	Tewes dep. p. 38 3/23/89; Beck dep. p. 29 10/25/89; Kirkegaard 104(e) resp.; BFI 104(e) resp.; notes 2/13/59; LCHD insp. 1962; letter from Lessman rep. Tewes 6/8/87. Evidence Summaries.
Superior Disposal Service (William Brandt)		Kirkegaard 104(e) resp.
TK Disposal	[See information for owner/operators above]	[See information for owner/operator above]

Waste Management, Inc.	BFI 104(E) resp: believed TK Disposal consolidated into Waste Mgmt. Beck & Tewes deposition: WMI bought out TK six months after TK lost the Waukegan contract. Tewes 104(e) resp: TK dissolved in 1984. TES IV report: Tewes indicated in an interview that WMI only purchased equipment for TK. WMI is descended from Ace Scavenger according to Forbes, 8/2/93, p.96, and Evidence Summaries. WMI purchased Keno Trucking.	BFI 104(e) resp. 7/20/84; TES IV Rep 3/20/87; Tewes 104(e) resp. 6/8/87; Tewes dep. 3/23/89; Beck dep. p. 93; Forbes, 8/2/93; also see Ace Disposal, Keno Trucking, and TK Disposal. Evidence Summaries.
City of Waukegan	[See information for owner/operators above]	[See information for owner/operator above]

Waukegan Disposal (Browning Ferris) [once owned by Peder Kirkegaard according to 104(e)]	According to Tewes dep. p. 32 and 38, hauled mainly commercial and industrial wastes, and was probably biggest hauler to site. According to Schulski dep., may have hauled OMC waste for a period of time. According to Bech dep. pp. 29 and 48, serviced small manufacturers, gas stations, businesses and some residences. According to 104(e) resp., transported for, Dexter, Montgomery Ward, Sears Roebuck, U.S. Envelop, Fansteel, Larsen & Petersen Paint Store, Stone Container, Waukegan News Sun. and Coral Chemical. Evidence Summaries identified Waukegan Disposal as a transporter for many generators, and successor to Peter Faargard and Sisson Disposal.	104(e) 7/12/89 and 7/20/89; Tewes dep. 3/23/89; Bech dep. 10/25/89; Kirkegaard 104(e) resp. 7/12/89; Schulski dep 3/20/89; 2/13/59 notes; LCHD insp. 1962; Lessman letter rep. Tewes 6/8/87. Evidence Summaries.

GENERATORS

PARTY	RESPONSIBILITY	SOURCE
ABF Freight Systems	Wastes transported and disposed at the Site by Waukegan Disposal, and included floor sweepings, oily liquid, residual fluids.	Evidence Summaries.

Abbott Laboratories	Identified as an area manufacturer in TES IV report. Identified as a customer of the landfill in letter from Tewes 6/8/87, and Evidence Summaries. According to Schulski, Tewes and Bech deps., Abbott wastes were transported and disposed at the site predominantly in their own trucks. Trucks were marked Abbot. According to the BFI 104(e) resp., Abbott were also transported and disposed at the Site by National Disposal. National Disposal's contract included service to the dock, cafeteria, and laboratory bldgs. Wastes were primarily empty shipping crates, corrugated boxes, and garbage (mostly loose material). According to 104(e) resp., Abbott hauled non-hazardous waste to the site. Believed to be general non-hazardous refuse, including corrugated boxes, cafeteria waste, filter cake from fermentation processes (activated carbon, diatomaceous earth, and inert solids), innocuous solid laboratory waste from diagnostic research which was autoclaved, unused hospital products in original packaging (made of glass, and plastic with Abbott logo).	BFI 104(e) resp. 2/20/89; Tewes letter 6/8/87; Schulski dep. 3/10/89; Tewes dep. 3/23/89; Bech dep. 10/25/89 p. 41; TES IV report; 104(e) resp. 8/7/89, 3/7/89; Kirkegaard 104(e) resp. Evidence Summaries.

Acme Coal & Building Supply	Identified as area manufacturer in TES IV report. According to 104(e) response, went out of business in 1968. Acme Brick and Supply purchased inventory and equipment in Nov. 1968. Acme Coal and Building Supply had used motor oil.	TES IV report; telephone conv. dated 2/13/89.
Alum-a-trim Metal Products	Identified as an area manufacturer in TES IV report. 104(e) request was sent but not deliverable.	TES IV report.
American National Can Co.	Identified as an area manufacturer in TES IV report. According to the 104(e) response, they were unable to locate any records. The facility includes a distribution center, equipment reconditioning, and composite can lines.	TES IV report; 104(e) resp. 2/24/89, 8/22/90, 1/11/91, 4/20/89.
American Steel and Wire Co.	Identified as an area manufacturer in TES IV report. Did not incorporate until after landfill closed. Facility formerly operated by U.S. Steel.	Bech dep. 10/25/89 p. 52; TES IV report; 104(e) resp. 10/19/89 and 9/4/90; BFI 104(e) resp.
Anchor Hocking	According to BFI 104(e) resp., wastes taken to the site consisted of glass bottles that did not meet specs and general rubbish. Wastes transported and disposed at the Site by National Disposal.	BFI 104(e) resp. Evidence Summaries.

Baxter Pharmaceutical (formerly American Hospital Corp.)	According to BFI 104(e) resp., wastes taken to the site consisted of garbage only.	BFI 104(e) resp.
Bearing Headquarters Co.	Wastes transported and disposed at Site by Waukegan Disposal.	Evidence Summaries.
Chem-Rite	Wastes transported and disposed at Site by Waukegan Disposal, and included floor sweepings, and cleaning solutions.	Evidence Summaries.
Chicago Hardware & Foundry Co.	Identified as an area manufacturer in TES IV report. 104(e) request was sent but not deliverable. Dissolved in 11/27/74.	TES IV report.
Chicago Rubber Co.	Identified as area manufacturer in TES IV report. Wastes transported and disposed at Site by Sisson and Waukegan Disposal. Wastes included black powder, floor sweepings, oily liquid. 104(e) request sent but not deliverable. Caroline Bohlen left a note that "incop. 10-1-88; dissolved 3-1-88". According to Evidence Summaries, their address is Winchester, Kentucky.	TES IV report; Bech dep. 10/25/89 pp. 49 and 53. Evidence Summaries.

Commonwealth Edison	Wastes transported and disposed at Site by Sisson Disposal and Waukegan Disposal, and included lime to nuetralize fish odor, and wastes from truck maintenance.	Evidence Summaries.
Corol International, Inc.	Reportedly added chemicals to Yeoman Creek to remove metals. According to 104(e) resp., utilized BFI and its predecessor (Waukegan disposal). They do not know where disposal occurred. According to Evidence Summaries, wastes transported and disposed at Site by Waukegan Disposal, and included residual waste powders. Experiences of Waukegan Disposal personnel indicate that the waste was hazardous.	Cor.; 104(e) resp. 9/7/89. Evidence Summaries.

Dexter Packaging Products Div.	Identified as an area manufacturer in TES IV report. Identified as customer using the site, in Lessman letter 6/8/87. According to BFI 104(e) response, Ollie Kirkegaard remembered hauling 55 gallon drums filled or half filled with point and solvents to the Site. He estimated 20-30 drums/day in early 60s [30 gals/drum X 25 drums/day X 260 day/year X 5 years = 1 E6 gal.; 25 drums/2 drums/yd^3 X 260 X 5 = 20,000 yd^3] . According to 104(e) resp., never sent any waste to site. They generate wastes including spent solvent, empty containers, and other paint and resin wastes. Contracted on a limited basis with Waukegan Disposal, but the service and nature, volume, and disposition of waste is unknown.	Lessman letter 6/8/87; Tewes dep. p. 58 3/23/89; TES IV report 3/20/87; Kirkegaard 104(e) resp.; 104(e) resp. 10/5/90, 3/28/89; BFI 104(e) resp. 7/20/89.
Diamond Scrap Yard	According to Schulski dep., disposed of wastes at the landfill.	Schulski dep. 3/10/89.

F.K. Foundries, Inc.	Identified as one of generators in the area in TES IV report. According to 104(e) response, they never used the site and generate used cove sand. According to the Evidence Summaries, wastes were transported and disposed at Site by Waukegan Disposal.	TES IV report 3/20/87; 104(e) resp. 8/2/90 and 7/10/89. Evidence Summaries.

Fansteel Metallurgical Corp., V.R. Wesson Div.	Identified as an area manufacturer in TES IV report. Identified as a customer of the landfill in 6/8/87 letter from Lessman representing Tewes. According to BFI 104(e) resp., wastes transported by Waukegan Disposal, and waste consisted of metal dust, shavings and wood. According to Bech dep. p. 37, wastes consisted mostly of rubbish, shavings, floor sweepings, an empty containers. However, Bech said the wastes were not taken to the site. According to 104(e) resp., they have no records that industrial wastes were disposed of at the site, and their former employees have no recollection of this. According to Evidence Summaries, wastes transported and disposed at Site by Waukegan Disposal, and included dark bluish powder, shavings, liquids, ashes, black powder, clay-like sludge, naphtha, and sweepings.	BFI 104(e) resp. 7/20/89, 3/13/89; Lessman letter 6/8/87; Bech dep. 10/25/89; TES IV report; Kirkegaard 104(e) resp.; 104(e) resp. 6/22/89. Evidence Summaries.

Goelitz Confectionary	Identified as area manufacturer in TES IV report. According to 104(e), they never used site, and they do not appear to have generated wastes that would be expected to contain hazardous substances.	TES IV report; 104(e) resp. 3/14/89.
Goodyear Tire & Rubber	According to BFI 104(e) resp., wastes taken to the site consisted of rejected rubber products, uncurred rubber and general garbage.	BFI 104(e) resp.
Gordons Auto Parts	Waste transported and disposed at Site by Waukegan Disposal, and typical auto repair wastes.	Evidence Summaries.
Griess-Pfleger Tanning Co.	Identified as an area manufacturer in TES IV report. Identified as a customer using the site in 6/8/87 Lessman letter. According to Tewes dep., Tewes believed this company was a Waukegan Disposal customer. However, according to the Bech dep, this company's wastes were not taken to the site during his period (they were burned in a field). 104(e) request was sent but not deliverable. Caroline Bohlen left a note that the company dissolved on 3/25/90.	TES IV report; Lessman letter 6/8/87; Tewes dep. 3/23/93; Bech dep. 10/25/89 p. 56.

Ameritech (Illinois Bell)	Wastes transported and disposed at Site by A&A Disposal and Waukegan Disposal. Wastes included scrap wires, and peices of telephone poles.	Evidence Summaries.
International Harvestor Truck Dealership	Wastes transported and disposed at Site by John Sisson and Waukegan Disposal, and included typical truck repair wastes.	Evidence Summaries.
Interstate Electric Supply Co.	Wastes transported and disposed at Site by Waukegan Disposal, and included fluorescent bulbs and electrical wire.	Evidence Summaries.
J.C. Penney	According to BFI 104(e) resp., wastes taken to the site consisted of garbage only.	BFI 104(e) resp.
Kaumus Paint Co.	Identified as an area manufacturer in TES IV report. 104(e) request sent but was not deliverable. Caroline Bohlen left a note that "called information, no listing".	TES IV report
K-Mart	Wastes transported and disposed at Site by Waukegan Disposal, and included typical automotive repair wastes and paint.	Evidence Summaries.
Karry Brother Transmission Corp.	Wastes transported and disposed at Site by Waukegan Disposal, and included transmission fluid, oil, scrap parts.	Evidence Summaries.
Lake County Hospital	Wastes transported and disposed at Site by Waukegan Disposal, and included typical hospital wastes.	Evidence Summaries.

Lake Shore Foundry	Identified manufacturer in the area in TES IV report. According to 104(e) response, did not use site and do not generate wastes. According to Evidence Summaries, wastes transported and disposed at Site by Waukegan Disposal, and included foundry sand.	TES IV report; Kirkegaard 104(e) resp.; 104(e) resp. 2/24/89, 6/27/89. Evidence Summaries.
Lakehurst	According to BFI 104(e) resp., wastes taken to the site consisted of garbage only.	BFI 104(e) resp.
Larsen Petersen Paint Store	According to BFI 104(e) and Bech dep., wastes were transported and disposed at the site by National Disposal or Waukegan Disposal and included paint in cans. According to Evidence Summaries, wastes transported and disposed at Site by Waukegan Disposal, and included empty and partially full paint cans.	Bech dep. 10/25/89 p. 86; BFI 104(e) resp. 7/20/89. Evidence Summaries.
Manville Corp.	Identified as an area manufacturer in TES IV report. According to Tewes dep. and Bech dep. p. 56, they did not believe that Manville waste was hauled to the site because they had their own dump. According to the 104(e) response, they have no knowledge of use of the site.	Tewes dep. 3/23/89; Bech dep. 10/25/89; TES IV report; 104(e) resp. 10/3/90 and 3/16/89.

Montgomery Ward	According to BFI 104(e) resp., wastes transported to site included paint in cans. According to Evidence summaries, wastes transported and disposed at Site by Waukegan Disposal, and included paint cans and auto repair wastes.	BFI 104(e) resp. 7/20/89. Evidence Summaries.
National Gypsum	According to Tewes dep. p. 69, almost positive that wastes from National Gypsum went to the site, and they probably consisted of gypsum board.	Tewes dep. 3/23/89.
City of North Chicago	Wastes from residences, commercial establishments and instituational establishments picked up by National Disposal (or Barrington Trucking, its subsidiary) and disposed of at site. Quantity of wastes covered by contract was limited to two 30 gallon cans per customer per week.	Municipal Resolution 2/15/60; Contract between National Disposal and City of Waukegan 2/1/64; BFI 104(e) resp. 7/20/89. Evidence Summaries.

North Chicago Refiners and Smelters	According to Bech dep. pp. 57-58, transported by Sission, but unsure where disposed of. Identified as one of generators in the area in the TES IV report. According to the 104(e) resp., they found no documentation that used site, generate only minimal amounts of waste solvents from cleaning and waste oil from machinery lubrication. Also in 1982, no PCB contamination found at the facility in an EPA inspection. According to Evidence Summaries, waste transported and disposed by Waukegan Disposal, and included paint cans and floor sweepings.	Bech dep. 10/25/89; TES IV Report 3/20/87; 104(e) resp. 10/4/90 and 3/15/89. Evidence Summaries.
North Shore Gas Co.	Waste transported and disposed at Site by Waukegan Disposal, and included peices of wiring, and truck repair wastes.	Evidence Summaries.
North Shore Printers	According to BFI 104(e) resp. and Bech dep., wastes transported to Site by National Disposal and included paper cuttings and ink. According to Evidence Summaries, wastes transported to the Site by Peter Faargard and Waukegan Disposal, and included waste inks and glue.	BFI 104(e) resp.; Bech dep. 10/25/89 pp. 107-108. Evidence Summaries.

Northshore Sanitary District	IEPA inspections reported disposal of sewage treatment plant sludge (from an unkown source) on the site after is had been covered. According to 104(e) resp., did not use site. According to Evidence Summaries, wastes transported and disposed at Site by Waukegan Disposal.	IEPA inspection reports; 104(e) resp. Evidence Summaries.
Outboard Marine Corp.	Wastes transported and disposed at Site by Century Metal, Inc. Wastes included oil contaminated floor sweepings, and barrels of oil. Volume estimate is: 1 load @ 13 yd^3/day x 260 d/yr x 11 yr = 37,000 yd^3 (9/25/78 letter from OMC stated used Century from 1959-71; Schulski 104(e) 6/27/89 estimated size of load to be 13 yd^3/day. [Total landfilled volume is approx. 60 acres X 43560 X 10 ft deep / 27 = 1 E6 cubic yards.] 104(e) resp: No info assoc. OMC with the site. Hugh Thomas of OMC letter to LCHD dated 9/25/78 confirmed use of Century Disposal for handling industrial wastes from 1959-71. Also refer to information on Century Metal, Inc. as transporter.	Newspaper articles; Press releases; Schulski dep 3/10/89; Schulski 104(e) resp. 6/27/89; IEPA notes; Lessman letter (rep. Tewes) 6/8/87; Hugh Thomas of OMC letter 9/25/78; TES IV Report 3/20/87; 104(e) resp. 1/15/90; Kirkegaard 104(e) resp.

Pfanstiehl Corporation	According to BFI 104(e) resp., wastes transported to site consisted of garbage only. According to evidence summaries, waste transported and disposed at Site by Waukegan Disposal, and included small black plastic chips.	BFI 104(e) resp. 7/20/89. Evidence Summaries.
Babson Brothers Co. (Pfanstiehl Detergent Chemical Co.)	Waste transported and disposed at Site by Peter Faargard and Waukegan Disposal. Wastes included white and yellow powders.	Evidence Summaries.
Pfanstiehl Laboratories, Inc.	Waste transported and disposed at Site by John Sisson and T.K. City Disposal, and wastes included residual powders.	Evidence Summaries.
Pickus Construction & Equipment Co.	Waste transported and disposed at Site by Waukegan Disposal, and included some empty paint cans.	Evidence Summaries.
Polyfoam Packers Corp.	Waste transported and disposed at Site byWaukegan Disposal.	Evidence Summaries.
Reed-Randle Ford	Waste transported and disposed at Site by Waukegan Disposal, and included typical auto repair wastes.	Evidence Summaries.
Saint Theresa Hospital	Waste transported and disposed at Site by National Disposal, and included typical hospital wastes and empty one gallon paint cans.	Bech dep. 10/25/89 p. 62; BFI 104(e) resp. 7/20/89. Evidence Summaries.

Sears Roebuck & Co.	According to BFI 104(e) resp. and Evidence Summaries, wastes transported and disposed at Site by Waukegan Disposal and included paint in cans.	Bech dep. 10/25/89 p. 85; BFI 104(e) resp. 7/20/89 and 3/13/89. Evidence Summaries.
Stone Container Corp.	According to BFI 104(e) resp., wastes were transported and disposed at Site by Waukegan Disposal, and consisted of 1/2 to 3/4 full 5 gallon pails of unknown material hauled on a daily basis. According to the Evidence Summaries, waste transported and disposed at Site by Waukegan Disposal and John Sisson. Wastes included waste ink and glues.	Tewes dep. 3/23/89 p. 70; Bech dep. 10/25/89 pp. 60 and 81; BFI 104 (e) resp. 7/20/89 and 3/13/89. Evidence Summaries.
U.S. Envelop, Westvaco	According to BFI's 104(e) resp. and Evidence Summaries, wastes transported and disposed at Site by Waukegan Disposal, and included glue and ink in buckets hauled daily.	Bech dep. 10/25/89 p. 83; BFI 104(e) resp. 7/20/89 and 3/13/89. Evidence Summaries.
U.S. Steel Corp.	Wastes transported and disposed at the Site by National Disposal and Waukegan Disposal, and included floor sweepings and drummed wastes.	Evidence Summaries.
Victory Memorial Hospital	Wastes transported and disposed at the Site by Waukegan Disposal, and included typical hospital wastes, paint cans and loose paint.	Bech dep. 10/25/89 p. 62. Evidence Summaries.
City of Waukegan	[See information on owner/operators above]	[See information on owner/operator above]

Waukegan Marine	Wastes transported and disposed at Site by Waukegan Disposal, and included waste typical of engine repair, and empty paint cans.	
Waukegan News Sun	According to BFI 104(e) resp. and Evidence Summaries, wastes transported and disposed at Site by Waukegan Disposal, and included waste ink.	BFI 104(e) resp. 7/20/89.
Wiebolts	According to BFI 104(e) resp., wastes taken to the site consisted of garbage only.	BFI 104(e) resp.
Zayre	According to BFI 104(e) resp., wastes taken to the site consisted of garbage only.	BFI 104(e) resp.

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5HS-11

Thomas P. Healy, Jr., Esq.
Mayer, Brown and Platt
190 S. LaSalle Street
Chicago, Illinois 60603

Re: Yeoman Creek Site, Waukegan, Il.

Dear Mr. Healy:

Pursuant to Paragraph VIII.A. of the Consent Order for this site, the Respondents were to notify the U.S. EPA and IEPA in writing of the name, title and qualifications of the proposed engineer or geologist who would provide overall direction and supervision of all work performed pursuant to the Consent Order, and of the names of principal contractors and/or subcontractors proposed to be used in carrying out this work. This was not done. The Agency will strictly enforce any failure to comply with the Consent Order.

The documents submitted are authored by Golder Associates. This indicates that Golder Associates is the contractor that the Respondents have selected to carry out the Remedial Investigation/Feasibility Study (RI/FS). The Quality Assurance Project Plan identifies Steven C. Sneider as the supervisory engineer for providing overall direction and supervision of all the work in the RI/FS. U.S. EPA approves Steven C. Sneider and Golder Associates for this work. Any change in the contractors or supervisory engineer used by the Respondents for this work must be approved in advance by U.S. EPA.

If you have any questions regarding this matter feel free to contact me at (312) 886-4740.

Sincerely,

Richard E. Boice, Remedial Project Manager

cc: Wayne Wienerslag, IEPA
Scott Moyer, IEPA
Richard Williams, Golder

bcc: S. Hersh, 5CS-(TUB3)

In the
United States Court of Appeals
For the Seventh Circuit

No. 96-1650

RUMPKE OF INDIANA, INC.,

Plaintiff-Appellee,

v.

CUMMINS ENGINE COMPANY, INC., et al.,

Defendants-Appellants.

Appeal from the United States District Court
for the Southern District of Indiana, Indianapolis Division
No. IP 94-1636-C-M/S--Larry J. McKinney, Judge.

ARGUED JUNE 6, 1996--DECIDED FEBRUARY 19, 1997

Before BAUER, EASTERBROOK, and DIANE P. WOOD, Circuit Judges.

DIANE P. WOOD, Circuit Judge. The net of potential liability under the Comprehensive Environmental Response, Compensation and Liability Act, better known as CERCLA, 42 U.S.C. secs. 9601 et seq., is wide indeed, reflecting th need both to clean up the nation's toxic waste sites and the practical imperative to find the necessary money for the job. The cleanup will be less likely to occur if potentially responsible parties do not come forward, yet the often astronomical sums needed to restore these sites can deter prompt remedial action. CERCLA protects parties who settle claims with the government from liability for contribution in suits relating to "matters addressed" in administratively or judicially settled consent decrees. See sec. 113(f)(2), 42 U.S.C. sec. 9613(f)(2). In this interloc appeal, certified pursuant to 28 U.S.C. sec. 1292(b), we ha been asked to decide several questions relating to the breadth of one of those settlements. The central issue is whether a 1982 consent decree approved in United States v. Seymour Recycling Corp., 554 F. Supp. 1334 (S. D. Ind. 1982), to which Cummins Engine Co. and its fellow appel-

lants were parties (to which we refer as the "Cummins group"), stands in the way of the efforts of Rumpke of Indiana, Inc. ("Rumpke"), either to recover its costs of cl ing up a site arguably not covered by the Seymour decree under sec. 107(a) of the Act, 42 U.S.C. sec. 9607(a), or to tain contribution from the Cummins group under sec. 113(f)(of the Act, 42 U.S.C. sec. 9613(f)(1). We agree with the di trict court that the Seymour decree did not encompass the matters Rumpke is now raising and we accordingly affirm its order.

I

The background facts are relatively straightforward. In 1984, Rumpke bought a 273-acre dump known as the Uniontown Landfill from George and Ethel Darlage. At that time, the Darlages informed Rumpke that the landfill had never accepted hazardous waste. For reasons undisclosed on this record, Rumpke did not conduct its own inspection of the land for environmental hazards prior to the sale. In light of where we are today, it is easy to predict what happened next. In 1990, to its professed surprise, Rumpke discovered that the Darlages' beliefs about the landfill ha been quite wrong. In fact, a cocktail of hazardous wastes had been deposited at Uniontown for many years, and volatile organic compounds (VOCs) were migrating to surrounding areas. Looking into the matter, Rumpke determined that much of this material had come from the Seymour Recycling Corporation, which was located about ten miles away in Seymour, Indiana. For many years, Seymour had distilled for reuse acetones, alcohols, paint thin ners, chlorinated solvents, and freon materials, all of whi had been discarded by various manufacturers. The distilling process yielded both reusable solvents and a toxic sludge. Seymour disposed of the sludge by shoveling it into 55-gallon drums, or on other occasions, incinerating it and storing the resulting ash in similar drums. Rumpke believed that some of those 55-gallon drums made their way to the Uniontown landfill. Because Seymour Recycling was by this time out of the picture, Rumpke brought this action against the manufacturers that used to send materials to Seymour Recycling for processing.

Rumpke's lawsuit opened a Pandora's Box of its own. Whatever one might say about the Uniontown site, it had become clear in the 1980's that the Seymour site was an

environmental disaster area. Seymour Recycling had left some 60,000 drums and 98 bulk storage tanks, in various stages of decay, strewn about the site. By 1980, the drums and tanks were leaking, exploding, and sending clouds of toxic chemicals into the air over nearby residential areas. The United States responded with a complaint in May 1980, alleging violations of section 7003 of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. sec. 6973, and section 311 of the Clean Water Act, 33 U.S.C. sec. 1321 In 1982, the United States filed an amended complaint adding allegations under CERCLA, secs. 106 and 107, 42 U.S.C. secs. 9606 and 9607, which had been enacted in the meantime. The amended complaint added 24 new defendants who allegedly had transported hazardous wastes to the Seymour site for handling, storage, disposal, or treatment. At the same time, the State of Indiana and the County of Jackson moved to intervene in the action.

The amended complaint was accompanied by a proposed consent decree that was filed with the court, as required by sec. 122(d), 42 U.S.C. sec. 9622(d), which the court acc in due course. See Seymour Recycling, 554 F. Supp. 1334, supra. The decree resolved all obligations and responsibilities of the settling companies with respect to "the Seymour site." The companies paid agreed amounts into the Seymour Site Trust Fund, which was then available to trustees to perform the work described in an exhibit to the decree. It provided for penalties in the event the work was not performed satisfactorily; it gave the United States and the State the right to access and inspect the site at all times until the work was completed; and it contained various administrative provisions. The decree also promised in section XII, that the United States, the State, and the local governments would not bring any more civil actions against the settling companies:

. . . arising out of or related to the storage, treatment, handling, disposal, transportation or presence or actual or threatened release or discharge of any materials at, to, from or near the Seymour site, including any action with respect to surface cleanup and soil or groundwater cleanup at the Seymour site.

Our case arises because the defendants Rumpke wants to pursue--Cummins, Ford Motor Company, International Business Machines Corp., General Motors Corp., and Essex

Group, Inc.--were among the Seymour settling parties.

II

After Rumpke filed its action with respect to the contaminated Uniontown site, the Cummins group moved for summary judgment against Rumpke's claims. They argued that Rumpke's suit was blocked by the language just quoted from the 1982 Seymour consent decree, by virtue of CERCLA sec. 113(f)(2), which reads as follows:

A person who has resolved its liability to the United States or a State in an administrative or judicially approved settlement shall not be liable for claims for contribution regarding matters addressed in the settlement. Such settlement does not discharge any of the other potentially liable persons unless its terms so provide, but it reduces the potential liability of the others by the amount of the settlement.

The Cummins group reasoned that (1) the Rumpke suit presented "claims for contribution," and (2) the claims were "matters addressed in the settlement" by virtue of section XII of the decree. Specifically, with appropriate ellipses, they argued that section XII covered actions "arising out of . . . the . . . transportation . . . of any materials . . . from . . . the Seymour site." Rumpke's claim against them alleged that materials from the named manufacturers had been transported from the Seymour site to the Uniontown site; thus, they asserted, it fell squarely within the language of section XII and the claim was barred by sec. 113(f)(2). Q.E.D.

In the order on interlocutory appeal, the district court did not dwell on the question whether the Rumpke suit presented claims for contribution, evidently for two reasons. First, it noted that Rumpke's suit was in part based on sec. 107(a) of the Act, which provides for private cost recovery, rather than contribution. It acknowledged that Akzo Coatings, Inc. v. Aigner Corp., 30 F.3d 761 (7th Cir. 1994), held that claims by one potentially responsible part (PRP) (here, Rumpke as present landowner) against another (here, the Cummins group) must normally be brought as contribution claims under sec. 113(f)(1), but it noted t Akzo also recognized an exception to that rule. Under the exception, a landowner may bring a sec. 107 action to recover for its direct injuries "if the party seeking relie

is itself not responsible for having caused any of the hazardous materials to be spilled onto the property." Rumpke of Indiana, Inc. v. Cummins Engine Company, Inc., No. IP 94-1636-C at 1 (S. D. Ind. May 23, 1995). The court found that it was factually uncertain whether Rumpke was entitled to invoke the Akzo exception, and it accordingly denied summary judgment for the Cummins group on that point. Second, the court knew that Rumpke's complaint also asserted, in Count II, an express claim for contribution under sec. 113(f)(1). Thus, recognizing that the case least for Count II raised a contribution claim, the court's order proceeded immediately to the question whether the Seymour settlement resolved all potential liability of the Cummins group with respect to the Uniontown site.

Construing the language of the Seymour decree as a whole, the court found that it dealt only with the Seymour site. It noted that nothing else in the decree, apart from the excerpt from section XII quoted above, contained even a hint of an attempt to resolve future disputes caused by the trucking of waste from Seymour to other locations. CERCLA and the Superfund Amendments and Reauthorization Act of 1986 (SARA) (which added sec. 113 to CERCLA), anticipate site-specific remedial activity, which led the district court to conclude that "the settlement authority of the United States is limited to the individual facility." Rumpke, No. IP 94-1636-C at 6 (S. D. Ind. May 23, 1995). Finally, the court concluded that the word "transportation" in section XII, on which the Cummins group relied so heavily, could be interpreted reasonably to mean either leaching from the Seymour site or any other transportation to contiguous sites. It accordingl granted Rumpke's cross-motion for summary judgment on the issue of the applicability of the 1982 consent decrec to the problems at Uniontown. About two months after it denied reconsideration of that order, the court certifie it for interlocutory appeal to this court under 28 U.S.C. sec. 1292(b).

In a supplemental order written in response to this court's order requiring the parties specifically to identif the questions to be certified and why they met the criteria of sec. 1292(b), the district court described the primary c trolling question of law as follows: "whether Rumpke's action against Settlers is barred pursuant to the earlier consent decree with the United States." Encompassed

within that question were several others: (1) whether the pertinent environmental statutes limit the settlement authority of the United States to individual facilities; (2) whether a settlement dealing with one facility (here, Seymour) may bar liability for waste disposed by or through that facility to another one (here, Uniontown); and (3) whether the consent decree itself is ambiguous, thus making a ruling on its effect as a matter of law inappropriate The district court recognized that if it had erred on the effect of the 1982 Seymour decree, the litigation would be terminated for the Cummins group. With the benefit of this explanation, this court granted sec. 1292(b) certif tion for the appeal.

III

Before turning to the specific questions posed by the district court, we consider briefly the scope of our review in this kind of interlocutory appeal. The Supreme Court recently had occasion to consider the scope of sec. 1292(b) review in Yamaha Motor Corp., U.S.A. v. Calhoun, 116 S.Ct. 619 (1996). The Court there decided that, in keeping with the language of the statute, "appellate jurisdiction applies to the order certified to the court of appeals and is not tied to the particular question formulated by the district court." Id. at 623 (emphasis in original). We may therefore address any issue fairly included within the certified order granting partial summary judgment to Rumpke and denying the Cummins group's motion, because it is the order that is before us on appeal, rather than the questions themselves.

The central question that concerned the district court was whether the 1982 settlement protects the Cummins defendants from this suit, as a result of the protection afforded by sec. 113(f)(2). As we noted above, sec. 113(f)(triggered when several circumstances are present: (1) a person must have resolved liability either to the United States or a State in an administrative or judicially approved settlement, (2) it must be facing "claims for contribution" in the present suit, and (3) those claims must encompass "matters addressed in the settlement." In our view, however, before addressing the specifics of sec. 113(we must decide how Rumpke's sec. 107(a) theory affects the case.

A. Claims for Direct Cost Recovery and Contribution

Rumpke's suit against the Cummins group was based on both the cost recovery theory of sec. 107(a) and the con tribution theory of sec. 113(f)(1). The district court, as above, did not find it necessary to decide definitively whe the sec. 107(a) theory was sustainable, because it believed that issues of fact needed to be resolved regarding the question whether Rumpke was the kind of innocent landowner entitled to bring a sec. 107(a) cost recovery action under our Akzo opinion. It did not discuss the differences between sec. 113(f)(1) and sec. 107(a) in the order we are viewing. We believe, nonetheless, that we should reach the question whether this suit may proceed under sec. 107(a or under sec. 113(f)(1), or both. If sec. 107(a) is unavail a matter of law to Rumpke, we have only the sec. 113(f)(1) arguments to consider, which in turn requires us to interpret the Seymour consent decree. On the other hand, if Rumpke is entitled to proceed under sec. 107(a), the contri tion bar of sec. 113(f)(2) may not apply at all; if it does then the dispute about the scope of the Seymour decree might be beside the point. Either way, it appears to us that the proper basis for Rumpke's action is a question fairly comprehended within the order under review.

1. Rumpke's sec. 107(a) claim. Rumpke pointed out in both its brief and at oral argument that it is not subject to any administrative cleanup order from the Indiana Department of Environmental Management (IDEM), the federal Environmental Protection Agency (EPA), or any other public authority. Thus, Rumpke is not a party that is now or ever has been subject to a civil action under CERCLA sec. 106, 42 U.S.C. sec. 9606 (which authorizes the President to bring an action to require responsible parties to clean up sites threatening the environment). It is also undisputed that no party has ever brought a cost recovery action against Rumpke under sec. 107. Instead, Rumpke has stated that it "intends to act, consistent with the National Contingency Plan, to assure that the VOCs it has discovered outside of the waste disposal area of the Uniontown Landfill, but within the property boundaries of the Landfill, do not become a threat to health or the environment." Furthermore, like the district court, on this review from a grant of summary judgment, we assume that Rumpke did nothing to contribute to the presence of the hazardous substances. Its status as a PRP

for CERCLA purposes is based solely on its ownership of the Uniontown site--ownership, we assume at this stage, it acquired without knowledge of the presence of environmental hazards and after all the deposits had been made.

The question is whether our Akzo exception applies to Rumpke: may a landowner PRP bring a direct liability suit for cost recovery under sec. 107(a) against other PRPs (in this case "arrangers"), if it contributed nothing to th hazardous conditions at the site, or is the Akzo exception available only to a narrower group of parties, such as the landowner who discovers someone surreptitiously dumping wastes on its land? In this connection, it is useful to review our decision in Akzo in somewhat more detail. In that case, Akzo sued Aigner Corporation and a number of other companies seeking contribution for initial cleanup work it had performed at the Fisher-Calo site and the costs it had incurred in studying the long term cleanup of the site with other PRPs. Akzo itself had sent hazardous wastes to the site. 30 F.3d at 764. It argued nevertheless that it was entitled to bring a direct cost recover action under sec. 107(a), because the language of sec. 107(broadly permits any "person" to seek recovery of appropriate cleanup costs. Id. at 764. We rejected that argument, noting that:

. . . Akzo has experienced no injury of the kind that would typically give rise to a direct claim under section 107(a)--it is not, for example, a landowner forced to clean up hazardous materials that a third party spilled onto its property or that migrated there from adjacent lands. Instead, Akzo itself is a party liable in some measure for the contamination at the Fisher-Calo site, and the gist of Akzo's claim is that the costs it has incurred should be apportioned equitably amongst itself and the others responsible. . . . That is a quintessential claim for contribution.

Id. Both the majority and the dissenting judges agreed, therefore, that Akzo's claim was governed solely by the contribution action sec. 113(f). In other words, when two p ties who both injured the property have a dispute about who pays how much--a derivative liability, apportionment dispute--the statute directs them to sec. 113(f) and only t sec. 113(f).

Decisions in this area have not been notable for their clarity. See generally Ann Alexander, "Standing under Superfund secs. 107 and 113: Avoiding the Error of the Blin Man and the Elephant," 10 BNA Toxics L. Rep. No. 6, at 155 (July 12, 1995). The other courts of appeals that have considered the problem have agreed with our conclusion that claims properly characterized as those for con tribution may normally be brought only under sec. 113(f). See, e.g., Redwing Carriers, Inc. v. Saraland Apartments, 94 F.3d 1489, 1496 (11th Cir. 1996); United States v. Colorado & Eastern R.R. Co., 50 F.3d 1530, 1534-36 (10th Cir. 1995); United Technologies Corp. v. Browning-Ferris Industries, 33 F.3d 96, 101-03 (1st Cir. 1994), cert. denie 115 S.Ct. 1176 (1995); Amoco Oil Co. v. Borden, Inc., 889 F.2d 664, 672 (5th Cir. 1989). These cases, like Akzo, all involved PRPs who themselves contributed to part of the problem. Also like Akzo, at least some of these courts have acknowledged that a class of cases might remain in which a PRP might sue under sec. 107(a). See Redwing Carriers, 94 F.3d at 1496; United Technologies, 33 F.3d at 99 n. 8.

As our Akzo decision implied, we see nothing in the language of sec. 107(a) that would make it unavailable to a pa ty suing to recover for direct injury to its own land, unde circumstances where it is not trying to apportion costs (i.e., where it is seeking to recover on a direct liability theory, rather than trying to divide up its own liability for someone else's injuries among other potentially responsible parties). It is true that liability under sec. 107(a) joint and several, and sec. 113(f) exists for the express p of allocating fault among PRPs. See Town of Munster, Ind. v. Sherwin-Williams, 27 F.3d 1268, 1272 n. 2 (7th Cir. 1994); Environmental Transp. Systems, Inc. v. Ensco, Inc., 969 F.2d 503, 508 (7th Cir. 1992). Nevertheless, one of two outcomes would follow from a landowner suit under sec. 107(a): either the facts would establish that the land owner was truly blameless, in which case the other PRPs would be entitled to bring a suit under sec. 113(f) within three years of the judgment to establish their liability among themselves, or the facts would show that the landowner was also partially responsible, in which case it would not be entitled to recover under its sec. 107(a) theo and only the sec. 113(f) claim would go forward. Neither on of those outcomes is inconsistent with the statutory scheme promoting allocation of liability.

The statutes of limitations available for sec. 107(a) an sec. 113(f) actions also provide no reason for concern. Sup cially, it is true that a cost recovery suit under sec. 107 be brought within six years (roughly speaking--in some circumstances a shorter 3-year period applies), see 42 U.S. sec. 9613(g)(2), while a seemingly shorter 3-year period ap plies to contribution actions, see 42 U.S.C. sec. 9613(g)(3 The question is, however, three years from when? Contribution actions may be brought within three years of either the date of judgment in any cost recovery action or within three years of the date of an administrative order under secs. 9622(g) or (h), or a judicially approved settlement o In cases like Rumpke's, where no prior cost recovery action or applicable order has been entered, it would therefore be impossible to use sec. 107(a) as a tool for obtaini an advantage for limitations purposes. The contribution claim would not accrue until one of the events specified in sec. 9613(g)(2) occurred, at which time three years woul be available in which to file an appropriate suit.

The language of sec. 113(f) also suggests that Rumpke's sec. 107(a) suit is consistent with the statute as a whole. tion 113(f)(1) begins with the following sentence:

> Any person may seek contribution from any other person who is liable or potentially liable under section 9607(a) [sec. 107(a)] of this title, during or following an civil action under section 9606 [sec. 106] of this title or under section 9607(a) of this title.

Because neither a sec. 106 nor a sec. 107(a) proceeding has concluded, Rumpke's action obviously does not "follow" such an action. Rumpke has brought its own sec. 107(a) action, in Count I of its complaint. If it turns out that Rumpke is not the innocent party it portrays itself to be, then Rumpke will not qualify for the Akzo exception. It would still be entitled to seek contribution for its expens from the other PRPs, assuming it met the requirements of sec. 113(f)(1). (We acknowledge, as other courts have, t this seems to provide a disincentive for parties voluntarily to undertake cleanup operations, because a sec. 106 or sec. 107(a) action apparently must either be ongoing or already completed before sec. 113(f)(1) is available. This pears to be what the statute requires, however.)

If one were to read sec. 107(a) as implicitly denying st

ing to sue even to landowners like Rumpke who did not create the hazardous conditions, this would come perilously close to reading sec. 107(a) itself out of the statute. one district court in New Jersey recognized, this position would "mean that Section 107(a) private party plaintiffs will be few and far between. Truly innocent private party plaintiffs would be limited to, for example, a neighbor of a contaminated site who has acted to stem threatened releases for which he is not responsible, see Akzo, 30 F.3d at 764, or a party who can claim one of the complete defenses set forth in 42 U.S.C. sec. 9607(b)." Stearns & Fost Bedding Co. v. Franklin Holding Corp., 947 F. Supp. 790, __, 1996 WL 705737 at *9 (D. N.J., Dec. 3, 1996). Notwithstanding that observation, the New Jersey district court adopted the narrower approach to sec. 107(a), relying in part on a rather narrow reading of our Akzo opinion. We disagree, however, that Akzo requires such a result, or that it would be consistent with the broader purpose and structure of CERCLA. We conclude instead that landowners who allege that they did not pollute the site in any way may sue for their direct response costs under sec. 107(a). To the extent this looks like an implied claim contribution, where the landowner is alleging that its share should be zero, we note that dicta in the Supreme Court's decision in Key Tronic Corp. v. United States, 511 U.S. 809 (1994), suggests that the Court was not disturbed by that possibility. See 511 U.S. at 816.

Rumpke, as a landowner seeking to recover for direct injury to its property inflicted by the Cummins group, was therefore entitled to sue under sec. 107(a). Unlike the plaintiff in Akzo, Rumpke alleges that it was not responsible for any of the waste at the Uniontown site. On the basis of the present record, we must regard it as a landowner on whose property others dumped hazardous materials, before Rumpke even owned the property. We see no distinction between this situation and a case where a landowner discovers that someone has been surreptitiously dumping hazardous materials on property it already owns, apart from the potentially more difficult question of fact about the landowner's own responsibility in the latter case.

Last, we must consider whether the contribution bar of sec. 113(f)(2) has any role to play in a direct cost rec action under sec. 107(a). We conclude that it does not. The

theory of a direct cost recovery action is that other parties must pay Rumpke for the cost of restoring the property. Contribution among the defendants could be of no possible benefit to a party entitled to recover its full direct costs, nor could the settlement carve-out feature of sec. 113(f)(2) be of any possible benefit to Rumpke as a Uniontown PRP. Cummins conceded at oral argument that its Seymour settlement will not and cannot reduce Rumpke's liability as a landowner of Uniontown by as much as a penny. This means that sec. 113(f)(2) has no role to play insofar as this is a direct liability action under sec. 107(a)(1).

2. Rumpke's sec. 113(f)(1) claim. If the facts show, c trary to Rumpke's protestations, that it was partially responsible for the mess at Uniontown, Akzo holds that it can proceed only under sec. 113(f)(1) in a suit for cont bution. In that case, the scope of the settlement bar of sec. 113(f)(2) would become important. We therefore turn to the question whether the 1982 Seymour settlement addressed the Cummins defendants' liability for sites other than the Seymour site itself.

B. Matters Addressed in the Settlement

The starting point for our analysis of this question is, as we noted in Akzo, the language of the consent decree itself. We said there that "the 'matters addressed' by a consent decree must be assessed in a manner consistent with both the reasonable expectations of the signatories and the equitable apportionment of costs that Congress has envisioned." 30 F.3d at 766 (citation omitted). This does not mean that the language of the decree is subject to an ill-defined equitable trump card; the congressional intent was viewed instead as something like a canon of construction for the language of the decree. The Akzo majority was especially concerned about the potential for negotiated consent decrees to affect third-party rights, through the contribution bar of sec. 113(f)(2). The statute self addresses this problem directly, by making the contribution bar applicable only for administrative and judiciall approved settlements, rather than to every private settlement that might be negotiated. In keeping with this extra care, Akzo held that terms in a decree that are especially likely to affect third-party rights must be more explicit. See id. at 766 n. 8, 768. Using this approach, the court

concluded that the consent decree before it did not bar Akzo's claim, largely because "Akzo's work [stood] apart in kind, context, and time from the work envisioned in the consent decree . . . ." Id. at 767.

None of the factors found important in Akzo suggest that the 1982 Seymour decree addressed the settling parties' liability for waste from Seymour Recycling dumped at virtually any or every other spot on the globe, including the Uniontown landfill. Rumpke's Uniontown work is apart in "kind, context, and time" from the Seymour surface cleanup. The decree defined, very specifically, the parties' responsibilities for the Seymour Recycling site in Seymour, Indiana. For example, Exhibit B of the decree defined the decree's object as "The Removal and Disposal of Drummed Hazardous Chemicals and Waste Materials Located at: Seymour Recycling Center[,] Seymour, Indiana." Section VIII of the decree gave the United States, the State, and their authorized representatives "access to the Seymour site at all times until such time as the Work is completed." Section IX allowed the various governmental authorities "access to the site for the sampling of wastes at the site . . . ." Section XII itself, on which the Cummins group has pinned its hopes, declared it to be the intention of the parties "[t]o avoid litigation . . in connection with the Seymour site . . . ."

Read as a whole, we do not find the decree to be ambiguous. The Cummins defendants read far too much into their ellipsis-ridden phrase "arising out of . . . the . . transportation . . . of any materials . . . from . . . the Seymour site," when they claim that this covers all transshipments away from the site. If we are playing with ellipses, we could also say that the decree covers matters "arising out of the . . . transportation . . . of any materials . . . near the Seymour site," but even Cummins' lawyer agreed that it would be absurd to conclude that the Cummins group was protected even if any of its wastes had ever been "near" Seymour, perhaps passing on their way to Uniontown or other locales.

We agree with the district court that section XII of the consent decree makes both internal sense and fits in with the entirety of the settlement quite comfortably if the word "from" is understood to relate to more modest phenomena such as leaching and other similar leakage

from the Seymour site itself. This assures us that none of the language is superfluous, as required by general contract principles. See Restatement (Second) of Contracts sec. 203(a) (1979) (stating that it is preferable to interp language in contracts such that all language has meaning and effect). The Cummins group is protected from liability for matters directly related to the Seymour site; the decree does not have the global reach they have urged here.

Because we find the decree clear on its face, it is neit necessary nor appropriate to consider the defendants' extrinsic evidence, including affidavits from the settling defendants' lawyer about what he really meant in approving the language of section XII. United States v. Armour & Co., 402 U.S. 673, 682 (1971) (noting that normally, "the scope of a consent decree must be discerned within its four corners"). See also Firefighters Local Union No. 1784 v. Stotts, 467 U.S. 561, 573 (1984) (quoting Armour); United States v. ITT Continental Baking Co., 420 U.S. 223, 237 (1975) (plain meaning approach set out in Armour applies when court is simply determining whether the parties have violated the consent decree); Goluba v. School Dist. of Ripon, 45 F.3d 1035, 1038 (7th Cir. 1995) (explici terms of consent decree control unless terms are facially ambiguous). This decree settled the defendants' liability for the Seymour site, not others.

In response to the district court's first two questions, we reiterate our holding in Akzo that nothing in the pertinent environmental statutes theoretically limits the power of the United States to enter into a settlement that addresses more than one facility. See Akzo, 30 F.3d at 766 n. 8, 768. In keeping with the approach we endorsed in Akzo, however, the intent to sweep more than one site into a settlement agreement must appear far more plainly in the language of the agreement than we have here. Pulling a few words out, with strategic ellipses, from a boiler plate list, where the entire remainder of the consent decree deals with one and only one site, is not enough to accomplish the global settlement goal.

We therefore AFFIRM the district court's order denying summary judgment based on the 1982 consent decree to Cummins Engine and its co-defendants, and granting partial summary judgment on this issue to Rumpke.

In the
United States Court of Appeals
For the Seventh Circuit

No. 96-1621

AM INTERNATIONAL, INC.,

Plaintiff-Appellant,

v.

DATACARD CORPORATION, DBS, INC.,
ADDRESSOGRAPH FARRINGTON, INC.,

Defendants-Appellees.

Appeal from the United States District Court
for the Northern District of Illinois, Eastern Division.
No. 87 C 3408--Charles R. Norgle, Sr., Judge.

ARGUED SEPTEMBER 4, 1996--DECIDED FEBRUARY 11, 1997

Before RIPPLE, DIANE P. WOOD, and EVANS, Circuit Judges.

EVANS, Circuit Judge. For nearly 25 years, AM International (AMI) spilled hazardous chemicals at an industrial site in Holmesville, Ohio. This case involves the claims of a subsequent purchaser of the site, Datacard Corporation, arising out of the site's cleanup. Before the district court, AMI argued that its liability had been discharged in bankruptcy. The court disagreed and awarded Datacard response costs, an injunction requiring AMI to perform the cleanup, and attorney fees. As we'll explain below, we affirm the award of response costs and the injunction, but reverse the award of attorney fees. First, the facts.

From 1959 to 1981 AMI housed two of its divisions, Multigraphics and Addressograph, at the Holmesville site. On part of the site Multigraphics operated a "tank farm." The farm consisted of nine tanks ranging in capacity from 6,000 to 8,000 gallons. Multigraphics used the tanks to mix tetrachloroethylene (TTE) with naphtha to produce "Blankrola," a cleaning solvent. When mixing the chemicals, Multigraphics' employees sometimes spilled a little. Sometimes they spilled a lot. In 1971, for example, an employee named Ron Proper didn't exactly live up to his name. Instead, Mr. Proper failed to properly close a valve, a misstep that allowed thousands of gallons of Blankrola to pour onto the ground.

In November 1981 AMI sold the site and Addressograph to a company called DBS, Inc. In order to allow Multigraphics to continue producing Blankrola in Holmesville,

however, AMI retained ownership of the tanks and leased the tank farm grounds back from DBS. When AMI sold Addressograph, many of AMI's employees, including Ron Proper, jumped ship and signed on with DBS. Five months later, in April 1982, AMI petitioned for reorganization under chapter 11 of the Bankruptcy Code, 11 U.S.C. sec. 101 et seq., in the Northern District of Illinois. During and after the bankruptcy, which was confirmed in September 1984, AMI continued to mix--and spill--TTE, naphtha, and Blankrola. In May 1985, AMI finally put the lid on its tank farm operations.

About a year later, Datacard entered the picture. Datacard planned to buy DBS and, as part of its due diligence, conducted an environmental audit of the Holmesville site. The audit turned up soil contamination and a layer of Blankrola at least 12 inches thick floating on the groundwater. Despite the find, Datacard went ahead with the purchase, figuring it had a good shot at recovering its cleanup costs from AMI and that the cleanup would only run about $350,000--small change in comparison to the $52 million it was shelling out to buy DBS.

After completing the purchase, Datacard syphoned the Blankrola off of the groundwater and gave AMI, the State of Ohio, and the EPA notice that it planned to sue for its response costs and an injunction ordering AMI to clean up its own mess. After receiving this notice, AMI raced back to the federal courthouse for the Northern District of Illinois and sought a judgment declaring that Datacard's claims had been discharged in bankruptcy. In turn, Datacard filed counterclaims against AMI, requesting damages and injunctive relief under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. sec. 9601 et seq., the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. sec. 6901 et seq., and state common law. In 1992, the district court granted summary judgment for AMI on the state law claims but denied it on the CERCLA and RCRA claims. Among other things, the court found that a genuine issue of material fact existed as to whether DBS had sufficient information to give rise to a CERCLA claim before AMI's bankruptcy was confirmed in 1984. AMI cried foul and moved to reopen discovery, arguing the "sufficient information" standard applied by the district court was a substantial departure from established precedent. Sensing AMI was merely trying to fine tune over 4 years of discovery, the court denied the request.

In 1993, with the Illinois case almost 6 years old and still pending, AMI found itself back in troubled financial waters and once again petitioned for reorganization in bankruptcy, this time in Delaware. In an effort to liquidate Datacard's claims, the Delaware bankruptcy court lifted the automatic stay and gave the green light for the Illinois case to go to trial. After a 3-day bench trial AMI filed its post-trial brief, requesting that Datacard's claims be disallowed under sec. 502(e)(1)(B) of the Bankruptcy Code. The district court struck that portion of the brief, finding that the Delaware court retained exclusive jurisdiction on the allowance of claims and that AMI waived the affirmative defense of disallowance by failing to raise it before--

or even during--the trial.

In September 1994 the district court entered judgment for Datacard and, with a few minor changes, adopted Datacard's proposed findings of fact and conclusions of law. Specifically, the court found: Datacard's claims had not been discharged; Datacard was entitled to its response costs, attorney fees, and interest under CERCLA; Datacard was entitled to contribution from AMI for any future judgments entered against Datacard for response costs; and Datacard was entitled to both an injunction requiring AMI to perform any future cleanup and an award of attorney fees on its RCRA and CERCLA citizen suit claims.

We review the district court's findings of fact for clear error and its legal conclusions de novo. Maher v. Harris Trust & Sav. Bank, 75 F.3d 1182 (7th Cir. 1996). However, we will apply the clearly erroneous standard with a little more bite where a district court has adopted a party's findings of fact verbatim. Andre v. Bendix Corp., 774 F.2d 786, 800 (7th Cir. 1985).

AMI first argues that the district court erred in allowing Datacard to directly pursue response costs under CERCLA sec. 107(a)(4)(B), 42 U.S.C. sec. 9607(a)(4)(B). Only innocent parties, AMI says, can sue under sec. 107(a)(4)(B). Datacard was limited, AMI asserts, to a claim for contribution under sec. 113(f). We disagree. In Akzo Coatings, Inc. v. Aigner Corp., 30 F.3d 761 (7th Cir. 1994), we held that cost recovery disputes between two potentially responsible parties should ordinarily be addressed as claims for contribution under sec. 113(f). However, we noted if a landowner faces liability solely because a third party spilled or allowed hazardous waste to migrate onto its property, the landowner may directly sue for its response costs. Id. at 764. In this case, Datacard presumably paid less for DBS because it knew it was buying into an expensive cleanup. While that may have rendered Datacard a little less "innocent" than the landowner described in Akzo, Datacard did not take part in the manufacture of Blankrola. Instead, Datacard--like a party forced to clean up contamination on its property due to a third party's spill--faces liability merely due to its status as landowner. As a result, Datacard qualifies under Akzo's exception and can directly pursue its response costs under sec. 107(a)(4)(B).

AMI next challenges the district court's finding that neither Datacard's CERCLA nor RCRA claims were discharged in bankruptcy. We have considered when a CERCLA claim arises for discharge purposes before. See In re Chicago, Milwaukee, St. P. & Pac. R.R., 974 F.2d 775 (7th Cir. 1992) (Chicago I); In re Chicago, Milwaukee, St. P. & Pac. R.R., 3 F.3d 200 (7th Cir. 1993) (Chicago II). Although both Chicago I & II involved the discharge of CERCLA claims under the now-repealed Bankruptcy Act of 1898, our reasoning was not limited to Bankruptcy Act cases. See Chicago I, 974 F.2d at 781 (explaining that both the Act and code define dischargeable claims broadly). See also Ninth Ave. Remedial Group v. Allis-Chalmers Corp., 195 B.R. 716 (N.D. Ind. 1996) (applying Chicago I & II to claim arising under the Bankruptcy Code); In re Jensen, 995 F.2d 925, 929 (9th Cir. 1993) (adopting test from Chicago I in a code case). To determine whether Datacard's

CERCLA claims were discharged, then, we need to start with a quick look at Chicago I & II.

In Chicago I, the Milwaukee Road petitioned for reorganization under the bankruptcy act in 1977. Two years later one of its trains crashed in Tacoma, Washington, spilling large amounts of copper ore and arsenic. In 1984 the Washington Department of Transportation (DOT) purchased the crash site from the bankruptcy trustee. In June 1985 the Washington Department of Energy checked the soil at the site and sent the folks at Transportation a letter which said the site needed to be cleaned up. The DOT then took its own soil samples and in November received results confirming the contamination. Despite having direct knowledge of the contamination at least a month before the Milwaukee Road's December 26, 1985, bankruptcy court bar date, the DOT didn't file a claim until 1989. We affirmed the district court's decision to discharge the DOT's claim, reasoning, for discharge purposes, a CERCLA claim arises when the claimant can "tie the bankruptcy debtor to a known release of a hazardous substance which this potential claimant knows will lead to CERCLA response costs." 974 F.2d at 786.

In Chicago II, we again affirmed the discharge of CERCLA claims filed after the Milwaukee Road's bar date. 3 F.3d 200. In December 1980 the Union Pacific Railroad purchased a piece of property within the Milwaukee Road's Tacoma railyard from the trustee. The railyard was located within a well-publicized Superfund site, which had even earned the dubious distinction of being dubbed one of the "ten worst" sites on the EPA's national priorities list. Before the bankruptcy was confirmed, the EPA also launched a massive investigation of the site, and a state-commissioned study detailing the site's problems was published. Finally, before the sale, Union Pacific's own engineers inspected the railyard. The engineers noticed oil and grease on the ground and found soil near an old fueling area saturated with diesel fuel. The engineers passed word of their findings to company officials in a memo, which concluded that contamination at the railyard "covers a large area and may require extensive clean-up." Id. at 203. Despite this information, Union Pacific didn't file a claim before the bar date. We found that sufficient information existed, had Union Pacific sought it out, to give Union Pacific at least constructive knowledge that it possessed a CERCLA claim during the bankruptcy. Id. at 207.

Turning to the case at hand, the gist of AMI's argument is that DBS's ignorance should not be Datacard's bliss. Datacard's CERCLA claims should be discharged, AMI says, because had DBS made any attempt to seek the information out, DBS would have known it needed to file a CERCLA claim before the 1982 bankruptcy was confirmed. AMI claims that DBS had constructive knowledge of environmental contamination not based on an indirect source, like a news report or a state study, but from a source closer to home: DBS's own employees. After all, many of DBS's employees had previously worked for AMI and not only knew of spills but had caused them. According to AMI, had DBS merely read through its employment files, for example, DBS would have discovered

a warning notice relating to Mr. Proper's 1971 spill and would have realized that it needed to file a CERCLA claim before AMI's bankruptcy was confirmed.

AMI's attempt to equate the data available to DBS with the information available to Union Pacific in Chicago II doesn't fly. Unlike in Chicago II, there had been no visible signs of contamination, no soil testing, no EPA involvement, and no publicized spills at the Holmesville site. In fact, before Datacard came on the scene in 1986, not even AMI realized it faced CERCLA liability. AMI had never reported a release to the EPA, and AMI's own environmental compliance officer thought when mishaps occurred,

the chemicals spilled onto concrete and quickly evaporated. At trial AMI even argued that the money Datacard spent syphoning Blankrola off of the groundwater shortly after buying the site was not recoverable because the money was not spent in response to a known or threatened release of hazardous substances. Finally, the warning notice in Mr. Proper's work file was not the red flag that AMI would have us believe. The notice merely mentions a large product loss and doesn't tip Datacard off that a spill--and not a mixing error--was to blame. As a result, the district court's factual finding that DBS did not have sufficient information to tie AMI to environmental contamination before AMI's bankruptcy was confirmed was not clearly erroneous. It follows, then, that the district court's conclusion that Datacard's CERCLA claims had not been discharged was not an abuse of discretion.

We also affirm the district court's conclusion that Datacard's RCRA claims survived AMI's bankruptcy. The district court found that Datacard was entitled to an order directing AMI to clean up the site under RCRA sec. 7002, 42 U.S.C. sec. 6972. Whether a cleanup order can be discharged in bankruptcy depends on whether the order can be converted into a monetary obligation. Only orders which can be turned into a "right to payment" are considered dischargeable "claims" for bankruptcy purposes. 11 U.S.C. sec. 105(5)(A). See also In re Torwico Elecs., Inc., 8 F.3d 146 (3d Cir. 1993) (cleanup order entered after bar date was not dischargeable), cert. denied, 511 U.S. 1046 (1994); In re CMC Heartland Partners, 966 F.2d 1143 (7th Cir. 1992) (order requiring landowner to clean up contamination ran with the land and was not dischargeable); cf. Ohio v. Kovacs, 469 U.S. 274 (1985) (order converted into right to payment was discharged in bankruptcy). The question is, then, can Datacard convert the district court's order into a right to payment? The answer to that question is no. See Meghrig v. KFC W., Inc., 116 S. Ct. 1251 (1996) (RCRA does not allow a party to clean up site and sue for response costs in lieu of seeking an injunction). As a result, we affirm the district court's decision that Datacard's RCRA claims were not discharged in bankruptcy.

AMI next argues that even if Datacard's claims were not discharged, the district court should not have left AMI on the hook for attorney fees connected with Datacard's CERCLA sec. 107(a)(4)(B) response cost action. In support of its award, the district court cited Amcast Indus. Corp. v. Detrex Corp., 822 F. Supp. 545 (N.D. Ind. 1992), rev'd

in part on other grounds, 2 F.3d 746 (7th Cir. 1993), cert. denied, 510 U.S. 1044 (1994), which had held that response costs included reasonable attorney fees. However, in Key Tronic Corp. v. United States, 571 U.S. 809 (1994), a case actually cited by the district court (but in the wrong place), the Supreme Court held that attorney fees did not generally qualify as response costs under sec. 107. The Court, however, carved out a narrow exception for attorney fees not incurred in pursuing litigation. Id. at 820. The Court reasoned only attorney fees paid for services like identifying potentially responsible parties qualified as response costs because those types of tasks "might well be performed by engineers, chemists, [or] private investigators." Id.

The district court's award of attorney fees under sec. 107 cannot stand. Datacard's attorney fees--even its nonlitigation attorney fees--do not fall under Key Tronic's exception. The record shows that Datacard's nonlitigation attorney fees were racked up investigating Datacard's own legal responsibilities in dealing with the Ohio EPA, not in identifying other polluters. This was not work which could have been done by engineers or chemists; it was work done with an eye toward going after AMI.

AMI's next set of arguments take aim at Datacard's citizen suit claims under subsections (a)(1)(A) and (a)(1)(B) of RCRA sec. 7002, and sec. 310(a) of CERCLA, 42 U.S.C. sec. 9659(a). First, AMI targets the claims as a group, arguing Datacard is not a proper citizen suit plaintiff. AMI contends that Datacard, a potentially responsible party under CERCLA, was not acting in the public interest, but merely pinned a few citizen suit claims for injunctive relief to its cost recovery action as a veiled attempt to recover otherwise unavailable attorney fees. While we agree with AMI that the idea behind citizen suit enforcement is to unleash an army of private attorneys general to force cleanups when the government drags its feet, the plain language of RCRA and CERCLA does not exclude parties like Datacard from the class of potential citizen suit plaintiffs. Rather, both RCRA and CERCLA allow "any person" to bring citizen suits. RCRA sec. 7002(a), 42 U.S.C. sec. 6972(a) (conferring standing on "any person"); CERCLA sec. 310(a), 42 U.S.C. sec. 9659(a) (same). As a result, we find that Datacard is a proper citizen suit plaintiff.

Having failed to knock out all three citizen suit claims with one punch, AMI next takes a divide-and-conquer approach. Before we address AMI's individual challenges to each of the citizen suits, however, a word to Datacard's RCRA claims is in order. Datacard brought claims under both RCRA sec. 7002 (a)(1)(A) and (a)(1)(B). Subsection (a)(1)(A) authorizes citizen suits against any party alleged to be in violation of any regulation which has become effective under RCRA. Unlike its subsection (a)(1)(A) counterpart, subsection (a)(1)(B) does not require a plaintiff to point to a violation of a specific regulation. Instead, subsection (a)(1)(B) authorizes citizen suits against any person who has contributed to the storage or disposal of solid or hazardous waste which may present an "imminent and substantial endangerment to health or the environment."

The ability to pursue a claim under either subsection is

limited by the notice and delay requirements of sec. 7002(b). Before bringing a subsection (a)(1)(A) claim, a plaintiff must provide notice of the claim to the EPA, the state in which the facility is located, and the alleged violator. Then, the plaintiff must delay commencement of the suit for at least 60 days. 42 U.S.C. sec. 6972(b)(1)(A). Similarly, notice and a 90-day delay period is required before a citizen suit may be filed under subsection (a)(1)(B). 42 U.S.C. sec. 6972(b)(2)(A). The purpose of the delay is twofold. First, the period allows the EPA an opportunity to head citizen suits off at the pass and assume the lead role in compelling compliance with RCRA through administrative proceedings. Hallstrom v. Tillamook County, 493 U.S. 20, 29 (1989). Second, the delay period gives the alleged violator an opportunity to clean up its act, voluntarily comply with RCRA, and avoid litigation. Id.

The delay periods do not apply to every citizen suit filed under RCRA. Instead, in the 1984 amendments to the Act, Congress carved out an exception to each of RCRA's delay provisions. Congress reasoned when violations of hazardous waste regulations have been alleged, the threat of greater harm to health and the environment posed by a delay outweighs the benefits of allowing the EPA an opportunity to assume the lead role and the alleged violator a chance to avoid litigation. As a result, when a citizen, acting as a private attorney general, alleges a claim "respecting a violation of subchapter III" of RCRA--the section of the Act dealing with hazardous waste management--the suit may be commenced immediately after giving notice. 42 U.S.C. sec. 6972(b)(1)(A) & (b)(2)(A). See also Hallstrom, 493 U.S. at 26-27 (noting that Congress "abrogate[d] the . . . delay requirement when there is a danger that hazardous waste will be discharged").

With that background in mind, we turn to AMI's challenges to Datacard's RCRA citizen suit claims. AMI first alleges that Datacard is not entitled to relief on its citizen suit brought under subsection (a)(1)(A). Datacard's subsection (a)(1)(A) claim arises out of AMI's repeated spills of tetrachloroethylene, a chemical covered by RCRA's hazardous waste regulations. Specifically, Datacard alleged that AMI was in violation of 40 C.F.R. sec. 262.34, which prohibits generators from accumulating hazardous wastes for more than 90 days, as well as 40 C.F.R. parts 264, 265, and 270, which provide the operating rules and permit requirements for hazardous waste treatment, storage, and disposal facilities. AMI contends that because Ohio administers an EPA-approved hazardous waste program, Datacard was required to base its subsection (a)(1)(A) claim on a violation of an Ohio regulation.

AMI is correct. RCRA allows each state to promulgate its own hazardous waste program. 42 U.S.C. sec. 6926. If a state program receives EPA authorization, its standards supersede federal regulations. Dague v. City of Burlington, 935 F.2d 1343 (2d Cir. 1991), rev'd in part on other grounds, 505 U.S. 557 (1992). Ohio's program was formally approved in 1989. 40 C.F.R. 270.1800 (1996). As a result, the federal regulation cited by Datacard was ineffective in Ohio at the time of the amended complaint and cannot be the basis for injunctive relief. City of Heath v. Ashland Oil, Inc., 834 F. Supp. 971, 978-79 (S.D. Ohio 1993) (federal

regulations do not support a subsection (a)(1)(A) claim in Ohio). It follows, then, that the judgment for Datacard on its subsection (a)(1)(A) claim cannot stand.

AMI next argues that Datacard was not entitled to an injunction based on its other RCRA citizen suit, the subsection (a)(1)(B) claim. AMI admits it is a proper target for an (a)(1)(B) claim but contends that Datacard failed to properly delay its suit for 90 days after giving notice. Datacard gave notice on January 23, 1987. AMI fired back with a suit for a declaratory judgment. On April 13, 1987, 10 days before RCRA's 90-day delay period expired, Datacard filed its subsection (a)(1)(B) citizen suit as a Rule 13 counterclaim to AMI's complaint.

The district court concluded that Datacard had complied with RCRA's delay provision in three ways: Datacard amended its complaint after the delay period had expired; AMI had waived the protection of the delay requirement by seeking a declaratory judgment; and Datacard's April 1986 letter to the Ohio EPA started the clock ticking on the delay period. Sensing problems with each of the district court's explanations, Datacard now argues that its subsection (a)(1)(B) claim falls within the exception to the 90-day delay period because the storage and disposal of hazardous waste is at issue. In response, AMI asserts that only claims alleging specific violations of RCRA's subchapter III hazardous waste regulations, and not those merely "involving" hazardous waste, qualify under the language of the exception.

We agree with AMI that Datacard's subsection (a)(1)(B) cause of action, standing alone, does not appear to constitute a claim respecting a violation of RCRA's hazardous waste management regulations. However, that determination does not end our inquiry. Rather, we note that Datacard's other RCRA claim, the subsection (a)(1)(A) suit, alleged a specific RCRA hazardous waste violation, and Datacard was entitled to bring that claim without delay. Because Datacard's complaint contained both a citizen suit claim subject to RCRA's delay period and one immune from the delay requirement, we are dealing with what other courts have labeled a "hybrid" complaint. See, e.g., Dague, 935 F.2d at 1351; Glazer v. American Ecology Envtl. Servs. Corp., 894 F. Supp. 1029, 1044 (E.D. Tex. 1995); Orange Env't, Inc. v. County of Orange, 860 F. Supp. 1003, 1021 n.17 (S.D.N.Y. 1994). Although we have concluded that the district court erred in allowing Datacard to prevail on its subsection (a)(1)(A) claim, whether a party has complied with RCRA's notice and delay provisions is determined at the time the complaint is filed. See Hallstrom, 493 U.S. 20; Dague, 935 F.2d at 1353. As a result, the fact that Datacard was not ultimately entitled to relief on its citizen suit under subsection (a)(1)(A) has no bearing on whether Datacard's subsection (a)(1)(A) allegations are sufficient to keep Datacard's hybrid complaint in court. Id. at 1352-53; Orange, 860 F. Supp. at 1021 n.17. The only question is, then, did Datacard's hybrid complaint pull its subsection (a)(1)(B) claim within the exception to RCRA's 90-day waiting period?

A number of courts have held that a hybrid complaint does bring all of a plaintiff's citizen suit claims within the

exception. See Dague, 935 F.2d at 1352; Glazer, 894 F. Supp. at 1044; Orange, 860 F. Supp. at 1021 n.17. For example, in Dague, the neighbors of a municipal landfill sued the city under both RCRA sec. 7002(a)(1)(A) and (a)(1)(B) only 1 day after giving notice. 935 F.2d at 1348-49. The subsection (a)(1)(A) claim alleged a violation of a federal hazardous waste management regulation and was immune from RCRA's delay requirements. The subsection (a)(1)(B) claim, on the other hand, alleged the city's disposal of solid as well as hazardous waste had created an imminent and substantial endangerment to the environment and was subject to RCRA's delay period. The Second Circuit held that the plaintiffs did not need to observe the delay period otherwise applicable to the subsection (a)(1)(B) claim. Id. at 1352. The court reasoned that if a hybrid complaint did not trigger the exception to the delay period, the plaintiffs would have been impermissibly forced to either postpone the hazardous waste claim--a claim that Congress stated could be brought without delay--or file the hazardous waste claim immediately and seek permission to amend their complaint to include the other RCRA claim after the delay period expired. Id. at 1351-52.

We find the Second Circuit's reasoning in Dague persuasive and hold that Datacard was not required to wait 90 days before filing its hybrid complaint. In reaching that conclusion, we note that allowing Datacard's hybrid complaint to fall within the exception to RCRA's notice and delay provisions will not undermine either of Congress' reasons for requiring delay. First, it would make little sense to keep a window of opportunity open for the EPA to step in and take the lead role on one of Datacard's claims when Datacard has already been given authority to immediately sue AMI for violations of RCRA's hazardous waste management regulations. Second, the delay period is designed to allow a party like AMI a period in which to clean up its act and avoid litigation. AMI was clearly not interested in using the delay period to resolve the dispute without going to court. In fact, AMI is only able to argue that Datacard failed to observe RCRA's delay requirement because AMI responded to Datacard's notice with a suit for a declaratory judgment. Finally, it is important to note that although Datacard's subsection (a)(1)(A) hazardous waste claim ultimately proved unsuccessful, it was not frivolous. There was no question that AMI had released hazardous waste. Datacard simply based the claim on the wrong set of regulations--an error that not even AMI noticed until it filed its reply brief. If future plaintiffs should attempt an end run around RCRA's delay requirements by alleging a meritless hazardous waste claim in a hybrid complaint, the district court could sanction the plaintiffs under Rule 11 and dismiss the case to ensure full compliance with the delay period. Because Datacard's hazardous waste claim was not frivolous, however, we find that RCRA's delay provision did not apply to Datacard's hybrid complaint. It follows, then, the district court properly granted Datacard injunctive relief on its subsection (a)(1)(B) claim./1

Although we have concluded that the district court properly granted Datacard injunctive relief on one of its RCRA citizen suit claims, the issue of attorney fees remains. Because RCRA allows a district court to award a prevail-

ing citizen suit plaintiff attorney fees "whenever the court determines such an award is appropriate," we review an award of attorney fees for an abuse of discretion. In this case, the district court simply stated, in one sentence, that Datacard was entitled to attorney fees under RCRA sec. 7002(e), 42 U.S.C. sec. 6972(e). Because the district court did not note any justification for the award, we are unable to determine whether the district court appropriately exercised its discretion. As a result, we remand this portion of the case to the district court for further explanation.

AMI next contends that the district court erred by denying its request to reopen discovery. Because the regulation of discovery matters is best left to the trial judge, especially a seasoned and able judge like Judge Norgle here, we tread cautiously when reviewing claims like this. See Carson v. Bethlehem Steel Corp., 82 F.3d 157, 159 (7th Cir. 1996). Because Chicago I was not decided until after discovery closed in this case, AMI claims that the adoption of that test triggered the need for more discovery. Judge Norgle reasoned that AMI was merely attempting to fine-tune its discovery--which had lasted over 4 years--and denied the request. Because we agree that AMI's discovery had always focused on the timing of the spills, the extent of the contamination, what each party knew, and when they knew it, we can't say the judge abused his discretion in denying AMI's request.

AMI's final point on appeal is that the district court should have considered disallowing Datacard's claims under sec. 502(e)(1)(B) of the Bankruptcy Code. AMI first raised this argument in its post-trial brief. The district court struck the argument, reasoning that the Delaware bankruptcy court retained exclusive jurisdiction over the allowance of claims, and that even if the court had jurisdiction, AMI waived the affirmative defense by failing to raise it earlier.

We find that the district court lacked jurisdiction to hear this claim. Because Datacard did not have "sufficient information" to give rise to a claim in the 1982 Illinois bankruptcy, AMI's disallowance defense applies only to the 1993 Delaware bankruptcy. The Delaware bankruptcy court's order lifting the stay in that case gave AMI and Datacard the green light to litigate their Illinois claims. The order also provided that neither party could execute any judgment obtained in the Illinois case without an order from the Delaware bankruptcy court. Additionally, in both its order confirming AMI's reorganization plan and the plan itself, the Delaware bankruptcy court stated that it retained "exclusive jurisdiction" to "determine any and all objections to the allowance of Claims." The plain language of the order and the plan couldn't be clearer. The bankruptcy court authorized the Illinois district court to settle liability issues but remained the sole authority on bankruptcy issues such as the allowance of claims. As a result, when Datacard returns to Delaware to execute the judgment in this case, AMI can raise its disallowance defense in that forum.

Our opinion today means that the bulk of the district court's judgment is AFFIRMED. A small portion of the judgment is REVERSED, and an even smaller portion is

REMANDED to the district court for further explanation. To summarize, everything in the judgment except the award of attorney fees--under CERCLA and on the RCRA sec. 7002(a)(1)(B) claims--and the liability finding and injunction under RCRA sec. 7002(a)(1)(A) is AFFIRMED. The case is REMANDED to the district court for further proceedings consistent with this opinion.

Costs are awarded to the defendants-appellees.

FOOTNOTE

/1
Because we find that Datacard was entitled to the injunctive relief ordered by the district court based on its RCRA sec. 7002(a)(1)(B) claim, we need not address the additional basis for the injunction, Datacard's citizen suit brought under CERCLA sec. 310(a).

RIPPLE, Circuit Judge, concurring. I concur fully in the judgment of the court and am pleased to join the court's comprehensive and thoughtful opinion. I write separately only to emphasize that we do not decide whether the 90-day waiting provision contained in 42 U.S.C. sec. 6972(b)(2)(A) applies to compulsory counterclaims brought under Rule 13(a) of the Federal Rules of Civil Procedure. Although we have assumed arguendo that the waiting period applies to such claims, our holding ought not be understood as deciding the issue sub silentio.

This case demonstrates the difficulty in applying the 90-day waiting requirement to the filing of compulsory counterclaims. In this case, Datacard properly gave notice of its intent to sue for response costs and an injunction. AMI, in response, immediately commenced a declaratory judgment action. At that point, Datacard filed its answer, as required by the Federal Rules of Civil Procedure, before the 90-day waiting period had expired. Datacard had to assert the RCRA claims in that answer. See Fed. R. Civ. P. 13(a). One is tempted to say that AMI "waived" its right to insist on the 90-day waiting period by filing the declaratory judgment action. The "waiver" theory, however, cannot carry the day because of Hallstrom v. Tillamook County, 493 U.S. 20 (1989). RCRA's notice provisions are "jurisdictional" in nature. Id. at 31.

Although Hallstrom forecloses waiver, that decision does not foreclose an interpretation of sec. 6972(b)(2)(A) that excludes compulsory counterclaims from the 90-day waiting requirement. In holding that RCRA's delay requirements are mandatory conditions precedent to commencing suit under the RCRA citizen suit provision, the Supreme Court noted:

[P]etitioners have full control over the timing of their

suit: they need only give notice to the appropriate parties and refrain from commencing their action for at least 60 days. The equities do not weigh in favor of modifying statutory requirements when the procedural default is caused by petitioners' "failure to take the minimal steps necessary" to preserve their claims.

493 U.S. at 27 (citation omitted). Unlike the petitioners in Hallstrom, Datacard did not "have full control over the timing of [its] suit"; it did not have the luxury to refrain from filing suit within 90 days of notice. Instead, the timing of Datacard's suit was largely at the mercy of AMI and the Federal Rules of Civil Procedure. Datacard took the " 'minimal steps necessary' to preserve [its] claim" by initially giving notice. It was the initiation of adversarial proceedings by AMI that compelled Datacard to initiate a RCRA citizen suit before the 90-day period had expired.

In addition, the plain language of sec. 6972(b)(2)(A) can be read to exclude compulsory counterclaims. Section 6972(b)(2)(A) of Title 42 provides that "[n]o action may be commenced under subsection (a)(1)(B) of this section prior to ninety days after the plaintiff has given notice of the endangerment." 42 U.S.C. sec. 6972(b)(2)(A) (emphasis added)./1 Rule 3 of the Federal Rules of Civil Procedure provides that a plaintiff "commences" an action by "filing a complaint with the court." Fed. R. Civ. P. 3. A plausible reading of sec. 6972(b)(2)(A) is that Datacard was not required to comply with the 90-day waiting period because it did not "commence" a RCRA action as a plaintiff within the meaning of sec. 6972(b)./2 This interpretation not only finds support in the statute's plain language and in Hallstrom, but it also seemingly harmonizes the jurisdictional nature of the statute with the policies underlying the law of waiver.

Nevertheless, I believe that the court has taken the more prudent course in not basing its decision on this interpretation of sec. 6972(b)(2)(A). The issue has not been briefed by the parties. Additionally, one court has held that the section does apply to compulsory counterclaims. See Portsmouth Redevelopment & Housing Auth. v. BMT Apartments Assocs., 847 F. Supp. 380, 386 (E.D. Va. 1994). That court recognized the importance of notifying the EPA, the State and the other persons covered by sec. 6972(b)(2)(A)(iii) of environmental contamination. The Portsmouth Redevelopment court reasoned that a party in Datacard's predicament is "obligated to inform the court of its intentions [to file a counterclaim] so that appropriate case-management provisions, including a provision for the delayed filing of counter-claims . . . , if necessary, c[an be] inserted in the pretrial order." 847 F. Supp. at 386.

Given the arguments that have been made before us, the court's ground for decision is adequate and compatible with, although not compelled by, the Second Circuit's decision in Dague v. City of Burlington, 935 F.2d 1343 (2d Cir. 1991), rev'd in part on other grounds, 505 U.S. 557 (1992). The practical quandary of counterclaimants will need further judicial or legislative elaboration in the future.

FOOTNOTES

/1
In like terms, sec. 6972(b)(1)(A) contains a 60-day waiting period, which applies to actions commenced under subsection (a)(1)(A). 42 U.S.C. sec. 6972(b)(1)(A).

/2
Of course, placing undue emphasis on the meaning of the term "commence" would prove too much; that term is used in sec. 6972(a) as well as in sec. 6972(b). One difference is that sec. 6972(a) provides that "any person" may commence a citizen suit, whereas sec. 6972(b), which sets forth the notice and delay requirements, refers to "the plaintiff."

Case in ASCII Format

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Minute Order Form (rev. 12/90)

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS

Name of Assigned Judge or Magistrate Judge	Judge Leinenweber	Sitting Judge if Other Than Assigned Judge	W. Thomas Rosemond, Jr.
Case Number	92 C 7592	Date	March 10, 1997
Case Title	WAUKEGAN COMMUNITY SCHOOL DISTRICT NO. 60, et al vs ABBOTT LABORATORIES, et al.		

MOTION: [In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd-party plaintiff, and (b) state briefly the nature of the motion being presented.]

DOCKET ENTRY:

(1) [ ] Filed motion of [use listing in "MOTION" box above]

(2) [ ] Brief in support of motion due _____

(3) [ ] Answer brief to motion due _____ Reply to answer brief due _____

(4) [ ] [ ] Ruling / [ ] Hearing on _____ set for _____ at _____

(5) [ ] Status hearing [ ] held [ ] continued to [ ] set for [ ] re-set for _____ at _____

(6) [ ] Pretrial conf. [ ] held [ ] continued to [ ] set for [ ] re-set for _____ at _____

(7) [ ] Trial [ ] Set for [ ] re-set for _____ at _____

(8) [ ] [ ] Bench Trial [ ] Jury Trial [ ] Hearing held and continued to _____ at _____

(9) [ ] This case is dismissed [ ] without [ ] with prejudice and without costs [ ] by agreement [ ] pursuant to [ ] FRCP 4(j) (failure to serve) [ ] General Rule 21 (want of prosecution) [ ] FRCP 41(a)(1) [ ] FRCP 41(a)(2)

(10) [X] [Other docket entry] Magistrate Judge's Report recommending that the District Judge move the case forward on both allocation and liability issues, under an appropriate case management order, is hereby entered of record.

(11) [X] [For further detail see [ ] order on the reverse of [X] order attached to the original minute order form.]

[ ]	No notices required, advised in open court.		number of notices
[ ]	No notices required.		
[X]	Notices mailed by judge's staff.		date docketed
[ ]	Notified counsel by telephone.		
[ ]	Docketing to mail notices.		docketing dpty. initials
[ ]	Mail AO 450 form.		
[ ]	Copy to judge/magistrate judge.		date mailed notice
	courtroom deputy's initials	Date/time received in central Clerk's Office	mailing dpty. initials

Document

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

WAUKEGAN COMMUNITY SCHOOL, DISTRICT NO. 60, et al.,	)	
Plaintiffs,	)	Case No. 92 C 7592
v.	)	Judge Leinenweber
ABBOTT LABORATORIES, et al.,	)	
Defendants.	)	

TO: The Honorable Harry D. Leinenweber
United States District Court Judge

REPORT AND RECOMMENDATION

W. Thomas Rosemond, Jr., Magistrate Judge

A status was held on Thursday, March 6th. It lasted well over three hours. Plaintiffs and defendants spoke their minds. Both sides were blunt. All in all, it was fruitful in that the position of the plaintiffs is now clear.

Because the parties have wished it, I have been somewhat non-specific when referring to them. Accordingly, I shall be somewhat non-specific now. However, there are some conclusions which the District Judge or any other person reading the barest of facts about this case would come to accept.

The first is that not all of the parties possess the same depth of wealth.

The second is that not all of the parties possess the same degree of liability.

Third, the equitable allocation for all of the parties varies substantially. However, for one definitive group - all of whom are defendants - the equitable allocation for each member therein is likely to be less than half a percent of the total estimated clean-up costs. This group we call the low volume defendants.

Speaking in very general terms, at present there are 22 parties - six plaintiffs and 16 defendants. Roughly speaking, about 14 defendants are low volume parties. In the aggregate, they will likely share about 6% or less of the total liability for the clean-up. That means that eight parties - two defendants and all six plaintiffs - share liability in the aggregate for roughly 94% of the clean-up costs. From any perspective, the 14 low volume defendants are minor players, and the six plaintiffs and two remaining defendants are major players.

As you may know, some time ago, the parties selected a mutually acceptable super-fund attorney to act as an allocation arbiter in a **non-binding** recommendation procedure which produced two non-binding recommendations - the first was styled "Initial Allocation", and the second, "Revised Allocation". Virtually,

all who participated in the non-binding allocation recommendation process are parties to the action. These recommendations were used by me - as they were intended to be used - as a point or base for settlement negotiations.

Contrary to the **present** assertions of some of the plaintiffs, the non-binding allocation recommendation process was not intended to be binding on the parties. The arguments in this regard to the contrary are rubbish.

Regrettably, the parties out-foxed themselves, because they refused to make the process binding in any way. Because it now suits them, the plaintiffs want to make the process binding retroactively. However, the attorneys involved in this litigation are very able, learned, and experienced. They know full well how to make processes binding. They did not do so originally, because it was not their desire to do so.

In any event, using these recommendations, the Magistrate Judge persuaded the plaintiffs to settle with five of the low volume defendants. Settlement with the remaining low volume defendants will occur. Everyone knows it. These defendants have repeatedly said that they are willing to settle. They simply do not want - and rightfully so - to be financially bludgeoned into a settlement.

At some point, prior to the penultimate status, the six plaintiffs also reached an accommodation. The Magistrate Judge first learned of this achievement at the penultimate status. At first blush, it appears to be a stellar accomplishment. However, as shall soon become evident, it is a hindrance to further settlement. The achievement is too little too late. The plaintiffs have simply made the military tactical determination that it is better to do battle on just one front than it is on two. That is, it is better to present a unified front against all of the defendants, than to do battle against each other **and** the defendants. And, battle is what the plaintiffs are biting at the bit to do. I say, let them, but not on the battlefield of their choice.

Plaintiffs are no longer seriously interested in engaging in settlement negotiations. At the last status, the heir apparent to lead counsel, BFI counsel, informed the Magistrate Judge that the parties were too far apart, and that the parties wished to move forward under an appropriate case management order permitting limited discovery on liability issues. This is apparently the mind-set of the plaintiffs.

The facts, however, are quite different. The parties are **not** far apart.

In any event, plaintiffs want the stay of litigation lifted. They propose that the litigation go forward under an appropriate case management order on the issues of liability. In support of this position, they argue that once the defendants' liability is determined, these presently willing-to-settle defendants will be all the more willing to settle.

Again. Rubbish. All defendants are presently willing to settle. All defendants have - for purposes of settlement negotiations only - conceded liability. Actually finding them liable is not going to place them or the plaintiffs in any better negotiation posture.

Plaintiffs with their greater wealth, hope to be able to financially extort the low volume defendants into submission. It is simply a matter of money and time before the low volume defendants cry "Uncle".

The two major defendants are another story. They can do battle. But they are willing to settle. Three different settlement proposals have been put before them by the Magistrate Judge. They were willing to accept all three, albeit one of the three was the most desirable.

Under the proposal of the Magistrate Judge, none of the plaintiffs would experience even a one percent increase in its

overall equitable allocation, as perceived by the Magistrate Judge. In other words, some of the plaintiffs would experience an increase in their present recommended equitable allocation of roughly $114,000 or less. No one would experience more than a $190,000 overall increase in their recommended allocation. All of these increases would permit settlement of the two major defendants. Accordingly, to me the parties are not far apart.

No matter how the plaintiffs look at it, they are going to be spending millions and millions of dollars for the clean-up. Plaintiffs are responsible for roughly 84% of the total clean-up costs, and yet they want to nickel and dime the low volume defendants, and to some lesser extent the two major defendants.

Claims for contribution. The fact is that all of the parties will more likely than not owe something towards the costs of the clean-up. The sole question is how much.

Now that the plaintiffs are pals, they want to move forward **without any risks**. Litigation on the issue of liability is a risk-free venture for the plaintiffs.

If they prefer to spend money for litigation rather than for settlement, the litigation should pose some risks for all of the major parties.

Accordingly, I recommend that litigation, with very limited

and defined discovery, proceed on both allocation and liability issues. I would appoint former Chief Judge Frank McGarr as a Special Master for purposes of determining these issues for the major parties. I would still maintain the stay as to the low volume defendants.

The plaintiffs are no longer interested in my allocation recommendations, because my recommendations would upset their settlement accord. Spending money to beat some parties into submission is what they are willing to do. Spending money to put themselves at risk is, perhaps, another matter.

Having former Chief Judge Frank McGarr make equitable allocation determinations has several advantages. It will be a binding determination, with a de novo review by the District Judge.

Before any appeal to the District Judge occurs, however, the parties may be willing to resume settlement negotiations along the lines of the present recommendations; particularly, if the plaintiffs have their present recommended equitable allocations substantially increased. If Judge McGarr makes a concomitant decrease in the presently recommended allocations of the two major defendants, then again the plaintiffs may be more willing to accept a negotiated settlement below Judge McGarr's

determinations, and more in line with the present recommendations.

Most certainly, if Judge McGarr determines that the equitable allocations of the two major defendants should be substantially more than their present recommended shares, they, in turn, will be more amenable to accepting their present recommended allocations. In any event, it appears that the parties need a third opinion.

The recommendation of some of the defendants. Some of the defendants want the Magistrate Judge to recommend that all of the executives of the leading parties get together in a room, without any attorneys present, and resolve the matter. Plaintiffs see no point to this, and I am skeptical that such a meeting would bear fruit.

Next, defendants suggest that I conduct one more round of *ex parte* meetings with counsel and principals, and "beat some heads." I'm not by nature a violent man. In any event, I've already done this, and to do more would border on sadism.

I return to my earlier recommendation. Let the parties go forward, under a case management order, on the issues of allocation and liability. I would continue the stay as to the low volume defendants. Otherwise, we run the risks of allowing

the plaintiffs to unwittingly (or intentionally) financially beat these parties into an unfair submission.

Delay. Plaintiffs accuse the defendants of having unjustly delayed the progress of the case. Not so. The fact is that both plaintiffs and defendants were quite willing to wait until the EPA issued its Record of Decision regarding its estimates of the cost of the clean-up. And, frankly, on this record, that made a lot of sense.

Plaintiffs argue that the stay has been to the advantage of the low volume defendants, and that they ought not to have such an advantage. It is all a matter of perception. Both sides are entitled to a fair trial. It is not an advantage - it is the right of the low volume defendants to be able to present their position in this litigation. And where the parties are of unequal wealth, it is the responsibility of the Jurist involved not to allow one party to financially brow-beat another - particularly, a party that is willing to settle.

The parties have agreed that I should handle, with their

input, the tailoring of the case management order. I concur.[1]

So Recommended.

Dated: March 10, 1997

W. Thomas Rosemond, Jr.
United States Magistrate Judge

[1] Pursuant to Rule 72(a) of the Federal Rules of Civil Procedure, the parties are given 10 days after being served with a copy of the Report and Recommendation to file exceptions thereto with The Honorable Harry D. Leinenweber. Failure to file objections within the specified time period waives the right to appeal the Magistrate Judge's report. Video Views, Inc. v. Studio 21, Ltd., 797 F.2d 538 (7th Cir. 1986). See also, The Provident Bank v. Manor Steel Corporation, 882 F.2d 258, 261 (7th Cir. 1989) (when a matter has been referred to a Magistrate Judge, acting as a special master or §636(b)(2) jurist, a party waives his right to appeal if he has not preserved the issues for appeal by first presenting them to the District Judge as objections to the Magistrate Judge's report).

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October 31, 1990

Mr. Stuart Hersh
U.S. Environmental Protection Agency
Region 5
230 South Dearborn Street
Chicago, Illinois 60604

Dear Mr. Hersh:

We would appreciate it if you would update your distribution lists for the Yeoman Creek Landfill site to show that Dale Vitale, Esq. is the in-house contact for Outboard Marine Corporation. Mr. Vitale's address and telephone number are:

Dale T. Vitale, Esq.
Outboard Marine Corporation
100 Sea Horse Drive
Waukegan, Illinois 60085-2195

(708) 689-6246

Our firm will continue as outside counsel representing Outboard Marine Corporation in connection with the site. Please let me know if you have any questions.

Sincerely,

Kenneth A. Grady

Kenneth A. Grady

KAG/ss

SUMMARY FOR ABBOTT LABS

During the relevant time period, Abbott Labs ("Abbott") operated a pharmaceutical manufacturing facility in North Chicago, Illinois. Abbott also conducted research, development and testing activities at this facility. During the mid to late 1960s, Abbott opened a second facility in Waukegan, Illinois called the Abbott Park facility. Abbott conducted similar activities at this facility. (Ex. 1--Answer to Interrogatory 3)

In its response to Interrogatories, Abbott provided at least a partial description of its waste stream during the relevant period, which "included organics, solvents, heavy metals and activated sludge," as well as "radioactive" or "active waste materials." Abbott claimed that all of these materials were either disposed of on its own site or were transported to other disposal facilities. (Ex. 1--Answer to Interrogatory 3(e))

Abbott also acknowledged that "office trash, cafeteria waste, empty bags, yard construction waste such as broken concrete and wood and fiber drums containing returned goods" were taken from its Abbott Park facility to the Edwards Field/Yeoman Creek landfills ("The Site") toward the end of the relevant period. (Ex. 1--Answer to Interrogatories 3(e) and 4(a) and (b).

However, in its response to the USEPA's 104(e) request for information, Abbott acknowledged that a much broader array of its waste materials was hauled to the Site. Abbott admitted that the following waste materials were also hauled to the Site: corrugated boxes, filter cake from fermentation processes, solid laboratory waste from diagnostic research, and unused hospital products from its manufacturing operations. (Ex. 2--August 7, 1989 104(e) Response)

Several eye witnesses saw Abbott trucks regularly deliver a variety of waste materials to the Site during the relevant time period. Their descriptions of these waste materials closely resemble the description contained in Abbott's 104(e) response.

Throughout the relevant period, Ole Kirkegaard and Peder Kirkegaard were drivers for Waukegan Disposal. Both visited the Site on a daily basis and were present when Abbott's 25-yard Leach packer trucks disposed of waste at the Site several times per week throughout the 1960s. (Ole Kirkegaard 466-468, 1074, Peder Kirkegaard 431, 434-436) In addition to general loose trash, the Abbott trucks dumped a "wet brownish material" which had an extremely unpleasant odor. (Ole Kirkegaard 1075, 1148, Peder Kirkegaard 438) Peder Kirkegaard specifically recalled that he saw and smelled this material each time the Abbott trucks unloaded.

(Peder Kirkegaard 439) Ole Kirkegaard recalled that this material was referred to as "filter cake." (Ole Kirkegaard 1076) A number of other drivers and landfill employees confirmed that Abbott hauled its own waste to the Site on a regular basis during the relevant time period. (Powles 260-63, Van Prooyen 261-63, Tewes 60-61, Shulski 79)

A number of witnesses also recalled that Abbott hauled drummed waste to the Site in an open dump truck on a periodic basis. (Ole Kirkegaard 1076-77, Peder Kirkegaard 431-32, Marvin Powles 260-61, John Van Prooyen 263) Ole Kirkegaard saw this dump truck at the Site approximately once a month. On these occasions, the truck was filled with 55-gallon drums. He estimated that the truck held approximately 20-25 drums. (Ole Kirkegaard 1076-77)

John Van Prooyen, who managed the Site for National Disposal in the late 1960s also recalled that Abbott's dump truck disposed of a load of drums at the Site on a number of occasions. (Van Prooyen 276, 430) On one occasion the Abbott driver removed the lid from a 55-gallon drum and poured a "dark liquid" on the ground. (Van Prooyen 281) When the drum was empty, the driver replaced it in the Abbott truck. (Van Prooyen 278-79)

Fred Larsen, William Larsen and William Brandt confirmed in interviews that Abbott delivered a variety of waste materials to the Site, including scrap glass, outdated medicines, paper waste and dead laboratory animals.

Perhaps the best description of the waste materials Abbott transported to the Site resulted from surveys of Abbott's waste disposal practices conducted by Waukegan Disposal and National Disposal. In the late 1960s, Abbott requested that Waukegan Disposal submit a proposal for waste disposal services at Abbott's North Chicago facility. (Ole Kirkegaard 469) Ole Kirkegaard spent a full week at this facility observing its waste disposal practices. From 6:30 a.m. to 2:30 p.m. each day, Mr. Kirkegaard rode with the Abbott driver who operated the 25-yard Leach packer truck. Mr. Kirkegaard wrote down every stop made at the Abbott facility as well as the nature and volume of waste picked up. (Ole Kirkegaard 471)

Abbott's North Chicago facility consisted of a number of buildings covering several acres on the Lake Michigan lakefront. The entire route involved approximately 40-60 waste containers including one and a half to two-yard ground containers and 55-gallon fiber and steel drums. (Ole Kirkegaard 473, 477, 479) The Abbott driver covered this route two to three times per day. (Ole Kirkegaard 484) At least once each day, the truck would fill with

waste, and the driver would empty the truck at the Site. (Ole Kirkegaard 481)

Mr. Kirkegaard was able to recall the type of waste picked up from a number of different locations on the route. For example, the containers at the main office building contained primarily office papers and corrugated boxes. At other locations Mr. Kirkegaard recalled that wooden pallets, one- and five-gallon empty pails, floor sweepings, and empty paper bags with white powder residue were included in the waste materials. (Ole Kirkegaard 490, 492-493, 496) Mr. Kirkegaard saw the Abbott driver empty a wet brown smelly waste material from containers into the truck at several locations at the Abbott facility. This was the same material Mr. Kirkegaard had earlier seen disposed of at the Site by Abbott trucks on a regular basis. (Ole Kirkegaard 492, 1075-76)

National Disposal also did a survey of Abbott's waste disposal practices. In the late 1960s, John Van Prooyen conducted time studies at several customers of National Disposal, including the Abbott Park facility in Waukegan. (Van Prooyen 270) Mr. Van Prooyen was able to observe several types of waste being disposed of by Abbott at this facility, including paper, carbon paper, floor sweepings and general office trash. (Van Prooyen 416) National Disposal hauled these materials to the Site for Abbott on a regular basis in the late 1960s.

In summary, the testimony of several eye witnesses corroborates the admissions made by Abbott in its responses to discovery and in its 104(e) responses. The sworn testimony of these witnesses verifies that Abbott arranged for the disposal of at least 25 yards of compacted waste at the Site on a daily basis throughout the relevant period. In addition, these witnesses confirmed that Abbott disposed of substantial amounts of liquid waste in 55-gallon drums on a periodic basis throughout the relevant period.

The evidence also establishes at least a partial description of Abbott's waste stream disposed of at the Site. In addition to general office and cafeteria waste, Abbott's waste included filter cake, laboratory waste, unused hospital products, and an unidentified dark liquid.

The plaintiffs believe that the follow-up investigation regarding Abbott should include the following:

1. Determine the volume and composition of the filter cake disposed of at the Site.

2. Determine the volume and composition of the "dark liquid" waste disposed of at the Site.

3. Determine was the volume and composition in the solid laboratory waste disposed of at the Site.

4. Determine was the volume and composition of the unused hospital products disposed of at the Site.

5. Can Abbott conclusively establish that its waste organics, solvents, heavy metals and activated sludge were incinerated or disposed of at other facilities and further that none of these materials was sent to the Site?

6. Interview individuals who observed Abbott trucks disposing of a variety of waste materials at the Site.

155369.1

1

ADR EXHIBIT #1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

YEOMAN CREEK PRP COMMITTEE,	)	
	)	
Plaintiff,	)	Case No. 92 C 7592
	)	
vs.	)	Judge Leinenweber
	)	
ABBOTT LABORATORIES, et al.	)	Magistrate Judge Rosemond
	)	
Defendants.	)	

ABBOTT LABORATORIES RESPONSE TO
PLAINTIFF'S FIRST SET OF INTERROGATORIES

Defendant Abbott Laboratories ("Abbott") submits the following objections and responses to the First Set of Interrogatories Propounded on Defendant, Abbott Laboratories, by Plaintiff (the "Interrogatories"):

GENERAL OBJECTIONS

1. Abbott objects to the Interrogatories to the extent that they seek information protected by the attorney-client privilege, the work-product doctrine, or Rule 26(b) of the Federal Rules of Civil Procedure ("Federal Rules").

2. Abbott objects to Definition No. 7 of the Interrogatories to the extent that it purports to include within the definition of "Hazardous Substance" any substance which is not a "hazardous substance" under § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"), 42 U.S.C. § 9601(14).

Walter Rahn
1276 Par View Drive
Sanibel, FL 33957

Willie Lozano
Route 3, Box 655
Albany, KY 42602

Thomas Mason
Route 2, Box 343-M
Eagle Avenue
Westfield, WI 53964

Pete Ruiz
2737 Navaho Road
Waukegan, IL 60087

Frank Kelly
802 Bartlett Terrace
Libertyville, IL 60048

Bill Sullivan
14229 Teasdale
Hudson, FL 34667

Mike Schmidt
633 Ridgewood
Libertyville, IL 60048

Phil Hannon
93 Warrington Drive
Lake Bluff, IL 60044

Chuck Ritt
1718 Dugdale Road
Waukegan, IL 60085

Dick Kessler
25722 Sylvan Drive
Antioch, IL 60002

Bill Barker
3 Naravaez Lane
Hot Springs Village, AK 71909

William Smart
3901 West Madura Road
Gulf Breeze, FL 32561

Frank C. Becker
Abbott Laboratories
One Abbott Park Road
Abbott Park, IL 60064

Paul Finegan
Abbott Laboratories
One Abbott Park Road
Abbott Park, IL 60064

Jim Greiner
Abbott Laboratories
One Abbott Park Road
Abbott Park, IL 60064

Lynn Hoselton
Abbott Laboratories
One Abbott Park Road
Abbott Park, IL 60064

John Knobbe
Abbott Laboratories
One Abbott Park Road
Abbott Park, IL 60064

Bill Micheli
Abbott Laboratories
One Abbott Park Road
Abbott Park, IL 60064

Jim Pink
Abbott Laboratories
One Abbott Park Road
Abbott Park, IL 60064

Paul Price
Abbott Laboratories
One Abbott Park Road
Abbott Park, IL 60064

Rudy Sundberg
Abbott Laboratories
One Abbott Park Road
Abbott Park, IL 60064

Ronald Vogt
Abbott Laboratories
One Abbott Park Road
Abbott Park, IL 60064

evidence. Subject to and without waiving the foregoing objections Abbott states as follows:

David Schwarz
200 West Chestnut Avenue
Apt. 111
Glenview, IL 60025

Billy J. Green
25 Country Ridge
Melissa, TX 75454

Ronald Fredrickson
12140 44th Avenue
Kenosha, WI 53142

Thomas Madsen
1270 Gulf Boulevard
Clearwater, FL 34630

Jonathan Miller III
28433 Wood Dale Lane
Libertyville, IL 60048

Gaillord Rumford
8989 E. Escalante, #249
Tucson, AZ 85730

Walter Rahn
1276 Par View Drive
Sanibel, FL 33957

Willie Lozano
Route 3, Box 655
Albany, KY 42602

Thomas Mason
Route 2, Box 343-M
Eagle Avenue
Westfield, WI 53964

Frank Kelly
802 Bartlett Terrace
Libertyville, IL 60048

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1718 Dugdale Road
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Dick Kessler
25722 Sylvan Drive
Antioch, IL 60002

Bill Barker
3 Naravaez Lane
Hot Springs Village, AK 71909

William Smart
3901 West Madura Road
Gulf Breeze, FL 32561

Interrogatory No. 3:

Did Defendant use, acquire, generate, store, treat, transport, dispose or otherwise handle any Hazardous Materials at or to its Facility or Facilities during the relevant time period? If you answered in the affirmative, identify for each such Material:

(a) the common name, chemical name, chemical composition, characteristics, physical state (e.g.,

allegations of the Complaint, Abbott's alleged liability to plaintiffs can be premised only upon Abbott's alleged disposal, or arrangement for disposal, at the Yeoman Creek Site of "hazardous substances" as that term is defined in 42 U.S.C. § 9601(14). The term "Hazardous Materials" extends beyond "hazardous substances" to include the vague and ambiguously-defined terms "Pollutant" and "Contaminant," the disposal or arranging for disposal of which would not give rise to any liability under § 107(a) of CERCLA, 42 U.S.C. § 9607(a). Subject to and without waiving any of the foregoing objections, Abbott states as follows:

(a) Pharmaceutical research and development, manufacturing and testing were conducted at the Abbott North Chicago Facility during the relevant time period, and at the Abbott Park Facility beginning in the late 1960's. As such, it is believed that many of the materials used, acquired, generated, stored, treated, transported, disposed or otherwise handled at the Abbott Facilities may have been "Hazardous Materials," as that term is defined in Plaintiff's First Set of Interrogatories. Also, based on documents produced in response to Plaintiff's document production request nos. 1 and 2, Abbott believes that it may have used certain radioactive materials, apparently for product development and testing. For identification of these materials, see Abbott's response to Plaintiff's document request nos. 1 and 2. Abbott is without sufficient information to respond to the remaining portions of Interrogatory 3(a).

(g) Abbott lacks sufficient information to respond to Interrogatory 3(g).

(h) Abbott lacks sufficient information to respond to Interrogatory 3(h).

Interrogatory No. 4:

Did Defendant, or anyone on Defendant's behalf, arrange for the disposal or treatment, or arrange for the transportation for disposal or treatment, of Waste Materials to the Yeoman Creek/Edwards' Field Site? If you answered in the affirmative, identify:

(a) every date on which such disposal took place;

(b) for each Transaction, the nature of each Waste Material, including the chemical content, characteristics, physical state (e.g., solid, liquid);

(c) the owner(s) of each Waste Material so accepted or transported;

(d) the quantity of each Waste Material involved (weight or volume) in each Transaction and the total quantity for all Transactions;

(e) all tests, analyses, and analytical results concerning each Waste Material;

(f) the Person(s) who selected the Site as the place to which each Waste Material was to be transported;

(g) the amount paid in connection with each Transaction, the Persons making such payment(s) and the Person(s) receiving such payment(s);

(h) what was actually done to each Waste Material once it was brought to the Site; and

(i) the type and number of container(s) in which each Waste Material was contained when it was accepted for transport and all markings on such containers.

RESPONSE:

Abbott objects to the term "Waste Material(s)" in this interrogatory as rendering the interrogatory and each of its

(e) Abbott is without sufficient information to respond to Interrogatory 4(e).

(f) Abbott is without sufficient information to respond to Interrogatory 4(f).

(g) Abbott is without sufficient information to respond to Interrogatory 4(g).

(h) Abbott is without sufficient information to respond to Interrogatory 4(h).

(i) Some materials are believed to have been packed in fibre drums. Abbott is without sufficient information to respond to the remaining portions of Interrogatory 4(i).

Interrogatory No. 5:

On what dates did you operate at the Facility or Facilities?

RESPONSE:

Abbott objects to Interrogatory 5 in that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of relevant evidence. Subject to and without waiving the foregoing objection, Abbott states that it operated its North Chicago Facility throughout the time period the Yeoman Creek landfill is alleged to have operated, and that it began construction of its Abbott Park Facility in the late 1960's.

Interrogatory No. 6:

Identify the prior and subsequent operators of the Facility or Facilities?

RESPONSE:

RESPONSE:

See Attachment 1 to these Responses.

Gabriel M. Rodriguez

Sheldon A. Zabel
Gabriel M. Rodriguez
Eric L. Lohrenz

SCHIFF HARDIN & WAITE
7200 Sears Tower
Chicago, Illinois 60606
(312) 876-1000

Attorneys for Defendant
Abbott Laboratories

ABBOTT LABORATORIES
UMBRELLA ENGLISH LIABILITY INSURANCE
POLICY YEAR 1956
[illegible]

Layer		Insurer	Policy Number	Insured	Dates
0	$ [illegible] (1)	USF & G	[illegible]	$ [illegible]	[illegible]
1	2,000	Lloyd's	(2)	2,000	[illegible]
		Lloyd's	(2)		[illegible]
	3,000			[illegible]	
2	1,000	Lloyd's	(2)	1,000	[illegible]
		Lloyd's	(2)		[illegible]
	[illegible]			[illegible]	
3	1,000	Zurich	(2)	1,000	[illegible]
	$ 5,000	GRAND TOTAL		$ 5,000	

(1) NOTE: It is assumed that the primary insurance for 1954, 1955 and 1956 were consistent with 1953 and 1957 in providing $250M limit per person and a limit of $1M per occurrence and annual aggregate.

(2) Records are not complete. However, there is a letter in the file making reference to this coverage for the years 1954, 1955 and 1956 EXCEPT FOR Zurich. It has been assumed that the coverage was consistent with 1951, 1953, and 1957 through 1961.

JN:jc

2-6-78

ABBOTT LABORATORIES
UMBRELLA "EXCESS" LIABILITY INSURANCE
POLICY YEAR 1988
("000" Omitted)

Layer		Insurer	Policy Number	Insured	Dates
0	$ 1,000[1]	USF & G	00L17-894	$ 1,000	1-1-88 - 1-1-
1	2,000	Lloyd's	111	1,000	1-1-88 - 1-1-
		Lloyd's	183	1,000	1-1-88 - 1-1-
	3,000			2,000	
2	1,000	Lloyd's	113	650	1-1-88 - 1-1-
		Lloyd's	187	89	1-1-88 - 1-1-
		Lloyd's	186	261	1-1-88 - 1-1-
	4,000			1,000	
3	1,000	Zurich	89-09-843	1,000	1-1-88 - 1-1-
	5,000			5,000	
4	5,000	Lloyd's	105,111,113,186	2,900	10-14-87 - 1-1-
		Lloyd's	106	2,100	10-14-87 - 1-
	$10,000	GRAND TOTAL		$10,000	

(1) NOTE: Primary insurance has a $500M limit per person and a limit of $1MM per occurrence and annual aggregate. All other insurance provides only per occurrence and annual aggregate excess limits over the primary $1MM.

JN:pc

2-8-89

[illegible]

[illegible] LIABILITY INSURANCE

[illegible]

"000" Omitted

Layer		Insurer	Policy Number	Insured	Term
[illegible]	$ [illegible]	USF & G	[illegible]	$ [illegible]	[illegible]
[illegible]	2,000	Lloyd's	[illegible]	[illegible]	[illegible]
		Lloyd's	[illegible]	[illegible]	
	[illegible]			[illegible]	
[illegible]	[illegible]	Lloyd's	[illegible]	[illegible]	
		Lloyd's	[illegible]	[illegible]	
		Lloyd's	[illegible]	[illegible]	
	[illegible]			[illegible]	
[illegible]	[illegible]	Zurich	[illegible]	1,000	
	5,000				
4	5,000	Lloyd's	125	3,100	
		Lloyd's	126	1,900	
	10,000			5,000	
5	2,000	Continental Casualty	RDX9987367	2,000	
	12,000				
6	2,000	General Re	[illegible]	2,000	
	14,000				
[illegible]	1,000	Lloyd's	[illegible]	585	
		Lloyd's	[illegible]	415	
	$15,000		GRAND TOTAL	$15,000	

MSR:[illegible]
[illegible]

ABBOTT LABORATORIES
UMBRELLA (EXCESS) LIABILITY INSURANCE
POLICY YEAR 1981
("000" Omitted)

Layer		Insurer	Policy Number	Insured
1	$ 1,000	Aetna	SAL1231b-RRY	[illegible]
	2,000	Lloyd's	119	[illegible]
		Lloyd's	121	[illegible]
	3,000			[illegible]
2	1,000	Lloyd's	122	[illegible]
		Lloyd's	124	[illegible]
		Lloyd's	125	[illegible]
	4,000			[illegible]
3	1,000	Zurich	8304338	[illegible]
	5,000			
4	5,000	Lloyd's	125	3,100
		Lloyd's	126	1,900
	10,000			5,000
5	2,000	Continental Casualty	RDX9987367	2,000
	12,000			
6	2,000	General Re	X-2772	2,000
	14,000			
7	1,000	Lloyd's	144	585
		Lloyd's	145	415
	15,000			1,000
8	5,000	Employer's Surplus Line	S10740	5,000
	$20,000	GRAND TOTAL		$20,000

MSR:tz
[illegible]

ABBOTT LABORATORIES
UMBRELLA (EXCESS) LIABILITY INSURANCE
POLICY YEAR 1964
("000" Omitted)

	Layer	Insurer	Policy Number	Insured
0	$ 1,000	Aetna	8AL16620-SR(Y)	$ 1,000
1	35,000	Aetna	8XS-65C	35,000
	$36,000		GRAND TOTAL	$36,000

0	$ 1,000	Aetna	8AL16620-SR(Y)	$ 1,000
1	50,000	Aetna	8XS-65C	50,000
	$51,000		GRAND TOTAL	$51,000

(a) 1-1-64 thru 3-24-64
(b) 3/24/64 thru 12/31/64

MSR:tc
4/6/73

ABBOTT LABORATORIES
UMBRELLA (EXCESS) LIABILITY INSURANCE
POLICY YEAR 1966
("000" Omitted)

Layer		Insurer	Policy No.	Insured
0	$ 1,000	Aetna	8AL0205445R(Y)	$ 1,000
1	50,000	Aetna	8XS-6SC	50,000
	51,000			
2(a)	25,000	Employer's Surplus	S1602760	5,000
		Travelers	EX 2998715	10,000
		Aetna C & S	8XS6 SC	2,000
		Fireman's Fund	XL 92221	1,400
		Lloyd's	6033581	[illegible]
	76,000			25,[illegible]
3(b)	15,000	Continental Cas.	RDX 9230195	1,000
		Lexington	00400678	2,000
		Travelers	EX 2998942	5,000
		North Star	NSX 5907	1,200 (c)
		Home	HEC9557807	1,800
		Home	HEC9557599	4,000
	91,000			15,000
4	2,500	Lloyd's	CL98633/124459	2,500 (c)
	$93,500	GRAND TOTAL		$93,500

(a) Effective 6-3-66
(b) Effective 11-15-66 to 1-1-70
(c) Reduced from $3M on effective date of policy

JM:jg
5-8-78

ABBOTT LABORATORIES
UMBRELLA (EXCESS) LIABILITY INSURANCE
POLICY YEAR 1968
("000" Omitted)

	Layer	Insurer	Policy No.	Insurer	%	Self-Assumed
0	$1,000	Aetna	BAL09760SSR(Y)	$ 1,000		
1	50,000	Aetna	BXS 33SC	50,000(a)		
				49,800(b)	100	
				200(c)		
	51,000					
2	25,000	Employer's Surplus	S 1602760	5,000		
		Eagle Star	9402193	1,500(d)		
		Travelers	EX2996715	10,000		
		Aetna C & S	BXS6000SC	500(e)		500 (f)
		Fireman's Fund	XL92221	1,400		
		Lloyd's	3033561	6,600		
	76,000			25,000	98	500
3	15,000	Continental Cas.	RDX9230195	1,000		
		Lexington	CG400678	2,000		
		North Star	NSX 5907	1,200		
		Home	HEC9557599	4,000		
		Home	HEC9557807	1,800		
		Travelers	EX2998942	5,000		
	91,000			15,000		
4	2,500	Lloyd's	CL98633/124459	2,500		
	93,500					
5	1,000	Federal	7707-85-64	1,000		
	94,500					
6	720	Lloyd's	125003/4/125111	720		
	95,220					
7	4,000	Continental Cas.	RDX019125228	4,000		
	99,220					
8	475	Lloyd's	K20518	475		
	$99,695	GRAND TOTAL		$99,695		

(a) 1-1-68 - 9-29-68
(b) 9-29-68 - 3-9-69
(c) 9-29-68 - 3-9-69
(d) 10-31-68 - 6-3-69
(e) 1-1-68 - 10-31-68
(f) $500M effective 10-31-68

[illegible] - [illegible]

2

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL
5 DISTRICT NO. 60, et al.,)
6 Plaintiffs,)
7 v.)Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.,)Judge Leinenweber
9 Defendants.)Magistrate Judge Rosemond
10
11
12
13 July 30, 1993
14 9:30 a.m.
15
16 The deposition of OLE KIRKEGAARD resumed
17 pursuant to adjournment at Suite 7200, 233 South
18 Wacker Drive, Chicago, Illinois.
19
20
21
22
23
24

1 PRESENT:
2 KEATING, MUETHING & KLEKAMP,
3 (One East Fourth Street,
4 Cincinnati, Ohio 45202), by:
5 MR. JEROME C. RANDOLPH,
6 appeared on behalf of the Plaintiffs;
7 LATHROP & NORQUIST,
8 (2600 Mutual Benefit Life Building,
9 2345 Grand Avenue, Suite 2500,
10 Kansas City, Missouri 64108-2684), by:
11 MR. WILLIAM G. BECK,
12 MS. TERESA J. STEWART,
13 appeared on behalf of Browning-Ferris
14 Industries of Illinois, Inc.;
15 WILDMAN, HARROLD, ALLEN & DIXON,
16 (225 West Wacker Drive, Suite 3000,
17 Chicago, Illinois 60606-1229), by:
18 MR. THOMAS W. DAGGETT,
19 appeared on behalf of
20 Waukegan Park District;
21
22
23
24

1 PRESENT: (Continued)
2 SCHIFF HARDIN & WAITE,
3 (7200 Sears Tower,

1 of question marks.
2 Is that your handwriting?
3 A. No.
4 Q. Okay. Yesterday I think you said, while
5 Mr. Winters was questioning you, that Abbott
6 Laboratories had used the Yeoman Creek site.
7 A. Yes.
8 Q. Okay. I think you said you knew that
9 because you saw their trucks.
10 A. Yes.
11 Q. Okay. Can we talk a little bit about
12 that?
13 I'd like to know when it was that you
14 first saw Abbott Laboratory trucks at the
15 landfill.
16 A. I saw their trucks pulling into the
17 landfill in the early sixties.
18 Q. Okay. How long did that continue that
19 you saw those trucks?
20 A. Till the late sixties.
21 Q. Okay. When you say "early sixties," did
22 you see them there before 1965?
23 A. Yes.
24 Q. Before 1964?

1 A. Yes.
2 Q. You didn't see them before 1960 though.
3 A. I don't remember.
4 Q. What did these trucks look like?
5 A. White trucks.
6 Q. Did they have markings?
7 A. Yes. Each doors was marked "Abbott
8 Lab."
9 Q. When you say "doors," which doors are
10 you talking about?
11 A. The left and the right door.
12 Q. The driver and the passenger door?
13 A. Yes.
14 Q. Were those the only identifying markings
15 on the truck?
16 A. (No response.)
17 Q. Is that a yes?
18 A. They had markings 1 and 2. They had two
19 trucks.
20 Q. They had two trucks?
21 A. Yes.
22 Q. And you could tell the difference
23 between Truck 1 and Truck 2?
24 A. They had a 1 on the cab and a 2 on the

1 other cab. Otherwise, they look alike.
2 Q. They were identical in every other

3 respect?
4 A. Yes.
5 Q. How big were they?
6 A. Leach packers 25 cubic yard capacity,
7 rear-loader and Mack engine.
8 Q. How often did you see Abbott trucks at
9 the landfill?
10 A. In the early sixties I saw them two or
11 three times a week.
12 Q. How about later on in the late sixties?
13 A. More often.
14 Q. Do you know how often? Can you put a
15 number to it?
16 A. Maybe four times.
17 Q. Four times a week?
18 A. Yes.
19 Q. Do you know who the driver was?
20 A. I didn't know the drivers.
21 Q. Did you ever talk to them?
22 A. Not in the early sixties, no.
23 Q. Did you talk to them in the late
24 sixties?

1 A. Yes.
2 Q. Who did you talk to?
3 A. In the late sixties, Abbott Laboratory
4 called Waukegan Disposal Service regarding their
5 services. They wanted a representative from
6 Waukegan Disposal to come down to Abbott
7 Laboratories' property to do a survey, a route
8 survey, and I was the one that went down there.
9 Q. You did?
10 A. Yes.
11 Q. To do a survey of Abbott routes?
12 A. Yes.
13 Q. When was this?
14 A. In the late sixties.
15 Q. Who was it that called you?
16 A. I don't recall his name.
17 Q. Before we go into this, did you ever
18 talk to any of the drivers --
19 A. No.
20 Q. -- for Abbott Labs?
21 MR. RANDOLPH: You mean about doing the survey
22 or at any time for any reason?
23 MR. RODRIGUEZ: Any time for any reason.
24 MR. RANDOLPH: Go ahead.

1 MR. RODRIGUEZ: The question I asked a couple
2 minutes ago.
3 BY THE WITNESS:
4 A. Yes, at the survey.
5 BY MR. RODRIGUEZ:

6 Q. Okay. When was this survey done?
7 A. In the late sixties.
8 Q. Do you know when?
9 A. Either '68 or '69.
10 Q. Okay. You don't recall the name -- I'm
11 sorry. I missed that.
12 Do you remember who you talked to --
13 A. No.
14 Q. -- or who called you?
15 A. I don't remember his name.
16 Q. Did you go alone?
17 A. Yes.
18 Q. Was this in the morning, in the
19 afternoon, do you remember?
20 A. That was in the morning.
21 Q. Was it a weekday or a weekend?
22 A. The survey was supposed to be a whole
23 week starting on a Monday morning early.
24 Q. Did you go there every day?

1 A. Yes.
2 Q. For a whole week?
3 A. Yes.
4 Q. How long were you at the plant?
5 A. From 6:30 to about 2:30.
6 Q. Each day?
7 A. Each day.
8 Q. Where was the plant?
9 A. At the lakefront in North Chicago.
10 Q. Okay. What did you do there?
11 A. Like I said, I was supposed to take a
12 survey of the routes. I drove the route with the
13 truck No. 2 and wrote down every stop. I wrote
14 down every stop he made, whatever he picked up, how
15 long it took him to pick it up and what kind of
16 material it was.
17 Q. What was the purpose of the survey?
18 A. When they called us, they wanted to see
19 would it be more practical to contract it out
20 through an outside hauler or continue as they were
21 doing.
22 Q. You made this run every day for a week?
23 A. Yes.
24 Q. The same run every day for a week?

1 A. Yes.
2 Q. Now, who drove on this route with you?
3 A. One of the drivers. His nationality was
4 Mexican. He spoke very little English.
5 Q. Do you remember his name?
6 A. No.
7 Q. Do you know what he did for the company?
8 A. Yes. He was the driver on that

9 particular truck.
10 Q. Did you talk to him during the week
11 about Abbott Laboratories in particular?
12 A. We talked very little due to we didn't
13 understand each other very well.
14 Q. Okay. When you did this survey
15 beginning in the morning, and I think you said to
16 mid-afternoon, can you tell me what the route was
17 like, what you were doing?
18 A. Yes. Abbott Laboratory at the lakefront
19 is like a little city by itself. They have
20 buildings and alleys left and right. We started in
21 one end of the plant in the alleys, and we kept on
22 picking up dumpsters and barrels, and we kind of
23 made a route from one end of the plant to the
24 other. At each location where we stopped I wrote

1 down what they had, what size of containers they
2 had, what kind of material they had and the time on
3 it, how long it took to do it.
4 Q. How many containers were there?
5 A. Anywhere between 40 and 60.
6 Q. Do you remember the route?
7 A. Yes.
8 Q. Do you want to try to draw it for me?
9 MR. RANDOLPH: Do you remember well enough to
10 draw it?
11 MR. RODRIGUEZ: I think he said he remembered
12 it.
13 BY THE WITNESS:
14 A. I remember part of it. I'll do my
15 best.
16 The best I can do is actually to -- the
17 main entrance is here (indicating). They had the
18 big office building here (indicating). Down here
19 was the main big building (indicating). I would
20 say over here they had buildings after buildings,
21 even smaller buildings in this location here, and
22 down this end here was some larger buildings
23 (indicating). I would say they went like this type
24 of -- they had like alleys on both sides of the

1 buildings coming down this way and up this way
2 (indicating). They also had a building over on
3 this side of the street where we picked up daily
4 also (indicating).
5 This is 14th Street (indicating). We
6 picked up a couple locations there. I would say
7 this is like the locations we picked up down the
8 line where the drums and containers was sitting.
9 This is the marked containers. They continued all
10 over the place.
11 MR. RANDOLPH: Can we have this marked,

12 please?
13 (WHEREUPON, a certain document was
14 marked O. Kirkegaard Deposition
15 Exhibit No. 8, for identification,
16 as of 7/30/93.)
17 MR. RANDOLPH: Can I just mark a few things so
18 we have it clear on the record?
19 What Mr. Kirkegaard has drawn on an
20 8-1/2 x 11 yellow sheet of paper which is Exhibit 8
21 to his deposition is a drawing which has Sheridan
22 Road marked as "SH," I'm going to actually mark
23 that as "Sheridan," bounded on the south side by
24 16th Street, which is marked and on the north side

1 by 14th Street. Opposite 14th Street he identified
2 a square as an office building.
3 THE WITNESS: And guardhouse.
4 MR. RANDOLPH: And guardhouse.
5 THE WITNESS: Yes.
6 MR. RANDOLPH: And I have identified it as
7 such on the exhibit.
8 He also has a large square running
9 parallel to Sheridan Road which he called the main
10 building --
11 THE WITNESS: Yes.
12 MR. RANDOLPH: -- which I have marked as
13 such.
14 He also has a number of smaller squares
15 which he has identified as smaller buildings and
16 lines running between the smaller squares which he
17 has identified as alleys, and along those lines
18 certain circles, smaller circles, which he has
19 identified as container pickup locations generally.
20 BY MR. RODRIGUEZ:
21 Q. Mr. Kirkegaard, I wanted to ask you,
22 first of all, the number of buildings that you put
23 down here, is this just representative or do you
24 remember exactly those number of buildings?

1 A. I do not.
2 Q. You don't?
3 A. No.
4 Q. I think you have here by my count about
5 15 smaller buildings and 3 larger buildings.
6 A. Here should be another building
7 (indicating). Can I put that on here? There
8 should be another building right here (indicating).
9 Q. Certainly.
10 A. Two of them like that here (indicating).
11 Q. Okay. By my count, then, I think you
12 have -- let's see, 10, 12, 13, 18 buildings.
13 Is that what you remember?
14 MR. RANDOLPH: He just testified that was

15 representative, not the exact number which he
16 could not recall.
17 BY THE WITNESS:
18 A. I could not give you the exact amount --
19 BY MR. RODRIGUEZ:
20 Q. Is 18 --
21 A. -- total.
22 Q. Is 18 a fair estimate?
23 MR. RANDOLPH: If you remember. Don't guess.
24 BY THE WITNESS:

1 A. I don't know.
2 BY MR. RODRIGUEZ:
3 Q. Could it have been ten?
4 A. Yes, it could be because some of the
5 buildings could have been merged into each other
6 type like that (indicating).
7 Q. Okay. Each of these circles that you
8 have indicated were pickup locations or containers?
9 A. Containers, yes.
10 Q. Okay. Were these regular containers
11 that were there each day?
12 A. Yes.
13 Q. Okay. When you drove by, was this a
14 container you would empty in the truck and return
15 the container to the door?
16 A. Yes.
17 Q. Okay. I think you had called some of
18 these drums.
19 A. Yes.
20 Q. Were these things metal drums?
21 A. There was drums, too, fiber drums. We
22 emptied them into the truck at some of the
23 locations.
24 Q. When you say "emptied them," does that

1 mean the drum went in the truck, too?
2 A. Some of them went in the truck. If the
3 bottom was out of them, we threw them all away, and
4 if they were okay, they would use them again to
5 fill up in the plant.
6 Q. Okay. And I notice that behind some of
7 these buildings you have indicated -- well, in some
8 buildings, you have four containers surrounding the
9 building.
10 Does that mean to suggest that there
11 were four separate pickups at one of these smaller
12 buildings?
13 A. Yes.
14 Q. Okay. So that in this area of
15 smaller --
16 MR. RANDOLPH: Excuse me.
17 (WHEREUPON, discussion was had

18 off the record between the witness
19 and Mr. Randolph outside the
20 hearing of other counsel and the
21 court reporter.
22 BY MR. RODRIGUEZ:
23 Q. In this area down here of smaller
24 buildings to the southeast of the main building,

1 then, in each of those locations there you have
2 four or five containers surrounding the buildings.
3 You recall each of those buildings as
4 having four or five containers around them?
5 A. Yes.
6 Q. Were all of these fiber drum containers?
7 A. They had all two cubic yard leach
8 containers.
9 Q. Every one of them was?
10 A. There was some yard and a half.
11 Q. Do you remember what percentage were two
12 and what percentage were a yard and a half?
13 MR. RANDOLPH: Don't guess again.
14 BY THE WITNESS:
15 A. I don't know.
16 BY MR. RODRIGUEZ:
17 Q. Are some of these circles here
18 representative of fiber drums?
19 A. No.
20 Q. The circles that you have drawn here are
21 all leach containers?
22 A. Yes.
23 Q. Okay. What proportion of the time would
24 you find fiber drums out there?

1 A. Some of the days there was drums sitting
2 next to the containers.
3 Q. Okay. I notice some of these circles
4 seem to be right in the middle of an alley. Is
5 this --
6 MR. RANDOLPH: Don't draw any more.
7 BY MR. RODRIGUEZ:
8 Q. Were all of these containers in the
9 alleys or next to the buildings, inside the
10 buildings? Where would you find them?
11 A. They were in the alleys next to the
12 buildings. I remember at the main building we had
13 to go inside, go up in the elevator, pick up some
14 containers up there, go back down to the ground
15 floor and pull the containers out and empty those
16 containers.
17 Q. So you actually went into the main
18 building.
19 A. Yes.
20 MR. RANDOLPH: The witness has drawn two lines

21 on the northeast side of the main building
22 indicating the area where they went into the
23 building up the elevator.
24 BY MR. RODRIGUEZ:

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1 Q. You actually went inside the building.
2 A. Yes, we did.
3 Q. You said you went to the second floor of
4 the building.
5 A. Yes.
6 Q. How many floors were in the building?
7 A. We only went to the second floor.
8 That's all I recall.
9 Q. Okay. Did you make this run once a day?
10 MR. RANDOLPH: You mean the run up the
11 elevator in the main building?
12 MR. RODRIGUEZ: The run throughout the entire
13 facility.
14 BY THE WITNESS:
15 A. Yes.
16 BY MR. RODRIGUEZ:
17 Q. So each day you would go and make all
18 these pickups and then what would you do?
19 A. As the time went, the truck get full,
20 and we went to the landfill and dumped, then
21 went -- I'm sorry.
22 Q. Would you have to stop and go to the
23 landfill before you completed the route?
24 A. Yes.

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1 Q. How often would you have to stop and go
2 to the landfill before you finished for the day?
3 A. At least once a day.
4 Q. I think you said this was Truck 2.
5 A. Truck 1.
6 Q. This was Truck 1 you were riding?
7 A. Yes.
8 Q. Okay. Was Truck 2 there also?
9 A. They used that as a spare truck.
10 Q. So that means Truck 2 did not operate
11 every day.
12 A. Yes.
13 Q. Either one truck was running or the
14 other one was running.
15 A. Yes.
16 Q. But both trucks weren't going at the
17 same time.
18 A. No.
19 Q. At 2:30, when you were done for the day,
20 did you just leave the facility at that time?
21 A. Yes.
22 Q. As you understood it, was that the end
23 of the regular garbage runs for this company?

24 A. Yes.

1 Q. What percentage of the containers were
2 full when you made some kind of a run like this?
3 MR. RANDOLPH: If you remember.
4 BY THE WITNESS:
5 A. They were just about full all of them
6 every time we got there.
7 BY MR. RODRIGUEZ:
8 Q. Always?
9 A. Yes.
10 Q. Did you stop at any location twice?
11 A. Yes.
12 Q. Which ones?
13 A. When we finished the first round, we
14 started all over again second round, and whatever
15 containers was sitting outside, we emptied it.
16 See, some of the employers came out and get the
17 containers, pulled them inside, and after they get
18 filled up, they put them out again so we just kept
19 on going.
20 Q. Let me understand this because I think a
21 minute ago you said you made the run once a day.
22 Are you saying you're making the run --
23 A. I misunderstood you.
24 Q. You drove this route more than once a

1 day?
2 A. This route continued out during the
3 whole day.
4 Q. So how many times did you drive the
5 route during the course of a day?
6 A. I would say maybe twice.
7 Q. You would get through the route twice in
8 a day?
9 A. Yes. Maybe two or three times.
10 Q. Two or three times in a day?
11 A. Yes. It all depends on how much trash
12 there was out there and how much time it took.
13 Q. Okay. Did sometimes you stay later than
14 2:30?
15 A. Yes.
16 Q. When did you stop for the day on days
17 you were there after 2:30?
18 A. 3:30, 4:00 o'clock.
19 Q. When did you know to stop?
20 A. They were paid by the hours, the driver,
21 and he said, "This is it for today," and I walked
22 out.
23 Q. So why would he stop some days at 2:30
24 and other days at 3:30?

1 MR. RANDOLPH: If you know why the drivers did
2 what they did.
3 BY THE WITNESS:
4 A. I didn't know what drivers. I was just
5 doing what the driver was doing.
6 All I did on this survey was I had a
7 notebook and I wrote down everything what
8 happened. I didn't help him empty the containers
9 at all. He did all of the driving and everything.
10 I just followed him. Whatever he was doing, I
11 wrote down. I did a survey.
12 BY MR. RODRIGUEZ:
13 Q. Okay. So you yourself did not empty the
14 containers, is that right?
15 A. Yes.
16 Q. Okay. I guess your testimony now is
17 that this route was done two or three times a day.
18 MR. RANDOLPH: Object to the form of the
19 question. That has been his testimony. It was
20 asked and answered before, and he's now answered it
21 about three times.
22 MR. RODRIGUEZ: No. He's answered it two
23 different ways and I just want to make --
24 MR. RANDOLPH: The record speaks for itself.

1 MR. RODRIGUEZ: I just want to make sure I got
2 it clear so I want him to say it again.
3 MR. RANDOLPH: Well, okay. He has already
4 answered the question. He has told you in detail
5 that they did it two or three times. The record is
6 clear as could be. If you don't have it clear,
7 read the record again, but we are not going to keep
8 repeating ourselves. We'll be here forever and
9 ever.
10 MR. RODRIGUEZ: I want to know whether it was
11 two or three times.
12 MR. RANDOLPH: Did you do it two or three
13 times?
14 THE WITNESS: Yes.
15 MR. RANDOLPH: Could we take a short break?
16 We have been at it about an hour.
17 (WHEREUPON, a recess was had.)
18 MR. RODRIGUEZ: Let's go back on.
19 BY MR. RODRIGUEZ:
20 Q. Mr. Kirkegaard, I think you said that
21 this survey was conducted in the late sixties. In
22 '68 or '69 did you say?
23 A. Yes.
24 Q. Do you recall what month it was in?

1 A. In the summer months.

2 Q. In the summer
3 A. Yes.
4 Q. When you went to the plant each morning,
5 did you have to check in at the guardhouse?
6 A. Yes.
7 Q. And you spoke to the guard?
8 A. Yes.
9 Q. Where did you go from there?
10 A. There was a guy waiting for me at the
11 guardhouse from Abbott Laboratories.
12 Q. Okay. Where did he take you?
13 A. He took me out to -- I can't recall what
14 buildings, but he took me out to where they had the
15 trucks sitting.
16 Q. Okay. Was this the fellow who was
17 driving the truck?
18 A. No. Somebody else.
19 Q. Do you remember who he was?
20 A. No.
21 Q. Were you there in a car?
22 A. Yes.
23 Q. Where did you park?
24 A. In the parking lot.

1 Q. Where is the parking lot?
2 A. Could I --
3 MR. RANDOLPH: Yes.
4 BY THE WITNESS:
5 A. It is in the front of -- let's see.
6 This is all parking here along Sheridan Road, and
7 there was some more parking here (indicating).
8 MR. RANDOLPH: The witness has drawn two
9 rectangular figures on Exhibit No. 8, the first and
10 the long one running between the main building and
11 Sheridan Road, the second along Sheridan Road north
12 of the first both designated with slash lines
13 indicating parking spaces.
14 BY MR. RODRIGUEZ:
15 Q. You arrived at the plant at what time?
16 A. Between 6:30 and 7:00.
17 Q. Okay. Where did this gentleman take you
18 when he met you at the guardhouse?
19 A. He took me to the area where the truck
20 was sitting.
21 Q. Where were the trucks?
22 A. They were off of 16th Street, which
23 would be in this area here (indicating).
24 MR. RANDOLPH: The witness has made an X right

1 off of 16th Street at the southeast corner of the
2 property.
3 BY MR. RODRIGUEZ:
4 Q. Okay. Were both trucks parked there?
5 A. I only saw one.

6 Q. Did you speak to the gentleman?
7 MR. RANDOLPH: Which gentleman?
8 MR. RODRIGUEZ: The person who took him to the
9 trucks.
10 BY THE WITNESS:
11 A. Yes.
12 BY MR. RODRIGUEZ:
13 Q. What did you talk to him about?
14 A. We talked about where to go to find the
15 truck.
16 Q. Did he tell you why you were doing this
17 survey?
18 A. No.
19 Q. He didn't talk about the survey at all?
20 A. Not at all.
21 Q. Was anybody else with you when you --
22 A. No.
23 Q. -- went to the truck?
24 A. No.

1 Q. Did he meet you every morning?
2 A. Yes.
3 Q. When you got to the truck, was the
4 driver there or did you have to wait for him?
5 A. The driver was sitting waiting for me.
6 Q. Do you recall the progression of the
7 route?
8 A. No.
9 Q. Was the route the same every time?
10 A. Yes.
11 Q. Other than the indication you made of
12 the main building that you entered, did you ever
13 have to enter any of the other buildings?
14 A. No.
15 Q. Can you describe for me what you saw
16 when you entered the main building?
17 A. On the northeast side of the building,
18 there was a platform where two or three containers
19 was sitting out in the front. We went inside of
20 the overhead door right behind the platform, opened
21 the overhead door and in there was an elevator. We
22 went upstairs on the elevator to second floor,
23 picked up two or three two cubic yard containers,
24 went back down, pulled them out, emptied them,

1 pulled them back in and took them back up to the
2 second floor.
3 Q. Took?
4 A. Took the containers back up to the
5 second floor again.
6 Q. Okay. This platform, was it like a
7 loading dock or something?
8 A. No. Ground level.

9 Q. Ground level?
10 A. Yes.
11 Q. How large were the containers at the
12 ground level?
13 A. Two cubic yards.
14 Q. When you were inside the building, once
15 you opened the overhead, could you see inside the
16 plant or was there just a small room there?
17 A. There was just an elevator shaft I
18 believe they call it.
19 Q. Any other doors?
20 A. No.
21 Q. Let's talk about those containers there
22 in that main building.
23 Could you see inside the containers?
24 A. Yes.

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1 Q. What did you see inside the container?
2 A. Office papers, small amount of
3 corrugated boxes.
4 Q. Is that it?
5 A. Yes.
6 Q. Was that true with the containers on the
7 inside as well?
8 A. Yes.
9 Q. Okay. Now, you say you picked up at all
10 these other smaller buildings as well.
11 A. Yes.
12 Q. Was the composition of the material
13 inside the containers at the other buildings the
14 same as that which you found in the main building?
15 A. No.
16 Q. What else did you find?
17 A. Some of the other buildings we picked up
18 different type of material. It looked like
19 molasses type of thing.
20 Q. Okay. Which buildings did you find the
21 molasses in?
22 MR. RANDOLPH: He's indicated that the
23 buildings on Exhibit 8 are representative, not
24 specific buildings, but with that --

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1 BY THE WITNESS:
2 A. It had to be south end of the complex.
3 BY MR. RODRIGUEZ:
4 Q. The two buildings south of the main
5 building?
6 A. Yes.
7 Q. Now, did all of the containers around
8 those two buildings have the molasses-like material
9 in them?
10 A. No.
11 Q. Just some of them?

12 A. Yes.
13 Q. How many, do you recall?
14 MR. RANDOLPH: Don't guess.
15 BY THE WITNESS:
16 A. I don't know.
17 BY MR. RODRIGUEZ:
18 Q. Less than half of them?
19 A. 40 percent.
20 Q. 40 percent of the containers?
21 A. In those two buildings, yes.
22 Q. What else was in the containers?
23 A. Corrugated, pieces of wooden pallets
24 busted up and small, little five-gallon pails of --

1 Q. Were the pails empty?
2 A. Yes.
3 Q. What else?
4 A. Plastic one-gallon pails.
5 Q. Were those empty?
6 A. Yes.
7 Q. What else?
8 A. Floor sweepings.
9 Q. What else?
10 A. That's all I can remember.
11 Q. Office papers?
12 A. Very little in those containers.
13 Q. Okay. In those containers, what
14 percentage of it was corrugated?
15 MR. RANDOLPH: Don't guess. Again, if you
16 know a percentage, fine. Otherwise, stay with your
17 recollection.
18 BY THE WITNESS:
19 A. 20 percent.
20 BY MR. RODRIGUEZ:
21 Q. What percent was pallets?
22 A. About 15.
23 Q. How about office paper?
24 A. Two, three percent.

1 Q. And floor sweepings?
2 A. Five I would say.
3 Q. And pails?
4 A. Five percent
5 Q. What percent of it was the molasses-type
6 material?
7 A. 15 percent.
8 Q. I think you said earlier that 40 percent
9 or about four out of ten containers around these
10 buildings would have had molasses material at all
11 in them, right?
12 A. Yes.
13 Q. Do you recall how many containers were
14 around these two buildings?

15 MR. RANDOLPH: You can specific number?
16 MR. RODRIGUEZ: Or an estimate.
17 BY THE WITNESS.
18 A. I don't recall the exact.
19 BY MR. RODRIGUEZ:
20 Q. Did you stop more than once at each
21 building?
22 A. Yes. During the day?
23 Q. No.
24 When you were on one route, on one turn

1 around those buildings, was there more than one
2 pickup at each building?
3 A. Yes.
4 Q. Were there more than two pickups at
5 those buildings?
6 A. Some of them was more than two pickups.
7 Q. And those two buildings we're talking
8 about now?
9 A. Yes.
10 Q. How large were those containers?
11 A. Yard and a half mostly and some two
12 cubic yards.
13 Q. Did you see anything else in any
14 container in the facility that you haven't
15 mentioned yet?
16 A. There was 55-gallon drums sitting once
17 in a while, like I stated before, next to them with
18 bags, paper bags.
19 Q. Bags were in the drums?
20 A. Yes.
21 Q. They were paper bags?
22 A. Yes. Empty paper bags.
23 Q. Empty paper bags?
24 A. Yes.

1 Q. What was it, a powder residue in the
2 empty paper bags?
3 A. It looks to me that way. It would have
4 been white powder in them.
5 Q. What color were the bags, do you
6 remember?
7 A. Brown-looking.
8 Q. How big were these bags?
9 A. I would say probably 100-pound bags, 50
10 to 100-pound bags.
11 Q. Now, can you tell me how big that is? I
12 mean, that would kind of depend on what was inside
13 of it, I guess.
14 A. About like this (indicating).
15 Q. About the size of this Exhibit 1?
16 A. Yes.
17 Q. Did they have markings on them?
18 A. Yes.

19 Q. Do you recall what they said?
20 A. No.
21 Q. Okay. Where did you find those? Can
22 you give me an approximation of which buildings you
23 would find those bags near?
24 A. With some of the other buildings is all

1 I can say. I don't know specific which ones.
2 Q. Well, it wasn't in the main building?
3 A. No.
4 Q. It wasn't in the containers in those two
5 buildings south of the main building?
6 A. Right.
7 Q. So it was in some buildings other than
8 those.
9 A. To the east side of the complex.
10 Q. To the east side of the complex?
11 A. Yes.
12 Q. Now, these bags were inside the
13 55-gallon drums?
14 A. Some were and some were not. Some was
15 bundled up with string around them.
16 Q. Was there anything else in the 55-gallon
17 drum?
18 A. Sometimes there was a little floor
19 sweepings in them, too.
20 Q. Were these the fiber drums you talked
21 about earlier?
22 A. There was fiber drums and 55 gallon
23 steel drums, too.
24 Q. Okay. Were the steel drums used as

1 regular containers that stayed there or did the
2 drums go on the truck?
3 A. They were used as regular containers.
4 They stayed there.
5 Q. So those were emptied into the truck and
6 then were replaced.
7 A. Yes.
8 Q. Do you recall anything else that was in
9 any container in the facility?
10 A. No.
11 Q. So you have told me everything you
12 remember ever seeing in any of those containers --
13 A. Yes.
14 Q. -- anywhere on the facility.
15 A. Yes.
16 Q. At the end of the week what did you do?
17 A. I don't understand your question.
18 Q. You had been taking notes.
19 A. Yes. I took a survey each day.
20 Q. What did you do with your notes?
21 A. Took them back to the office.

22 Q. At the end of each day did you take them
23 back?
24 A. Yes.

1 Q. Did you review them?
2 A. Yes.
3 Q. Did you talk to anybody about them?
4 A. Yes.
5 Q. Who did you talk to about them?
6 A. Peder.
7 Q. This happened each day?
8 A. Yes.
9 Q. Was anybody else around when you and
10 Peder sat down to talk about your notes?
11 A. No.
12 Q. What did you tell Peder about the
13 survey?
14 A. Well, we talked about each location kind
15 of and how many containers that were there, and we
16 looked over the survey.
17 Q. This happened every day?
18 A. Yes.
19 Q. Did Peder ever go to Abbott?
20 A. I don't know.
21 Q. You don't know?
22 A. Not to my knowledge.
23 Q. Okay. During this week when this survey
24 was being conducted, did Peder go?

1 A. I don't know.
2 Q. You talked to him every day though --
3 A. In the afternoon.
4 Q. -- about the Abbott survey?
5 A. Yes.
6 Q. And you don't know whether during that
7 week Peder himself went to the facility?
8 MR. RANDOLPH: Asked and answered about four
9 times.
10 BY THE WITNESS:
11 A. I don't know.
12 BY MR. RODRIGUEZ:
13 Q. You don't know?
14 A. I don't know.
15 Q. Did anybody else from your company go?
16 A. No.
17 Q. Did you talk to anybody else at the
18 company about this?
19 A. No.
20 Q. Do you still have your notes from that
21 survey?
22 A. No.
23 Q. What did you do when the survey was
24 complete?

1 A. We sat down and figured out what it
2 would cost to pick up Abbott Laboratories.
3 Q. Who sat down?
4 A. Pete and me.
5 Q. When did this happen?
6 A. In '68, '69.
7 Q. Was it, I mean, immediately after the
8 survey was complete?
9 A. Yes.
10 Q. Do you remember what you concluded?
11 A. We sent them a proposal.
12 Q. Okay. How long after you did the survey
13 did you send the proposal?
14 A. About a week to week and a half.
15 Q. Do you recall the details of the
16 proposal?
17 A. No.
18 Q. Do you have a copy of the proposal?
19 A. No.
20 Q. Do you know what happened to either your
21 survey or the proposal?
22 A. No.
23 Q. Do you think they might still be in
24 existence today?

1 MR. RANDOLPH: Don't guess. If you know.
2 BY THE WITNESS:
3 A. No.
4 BY MR. RODRIGUEZ:
5 Q. No, you don't think so?
6 A. No.
7 Q. Did you meet with anybody from Abbott
8 after you completed the survey?
9 A. Yes.
10 Q. Who did you meet with?
11 A. The guy that called up for the survey.
12 Q. Did you meet with him?
13 A. After we sent the proposal, I went down
14 there. He called me up. He wanted to talk to me
15 regarding that.
16 Q. And you went down there?
17 A. Yes.
18 Q. This was after you sent him the
19 proposal?
20 A. Yes.
21 Q. Do you remember who this person was in
22 terms of what his function was at the facility?
23 A. I believe the guy was a maintenance
24 superintendent.

1 Q. Did you meet or talk to anybody else
2 between the time of the end of the survey and the
3 time you went out to discuss the proposal with
4 him? Did you meet or talk to anybody from Abbott?
5 A. No.
6 Q. When you met with him, was it just you
7 and he or did Peder go with you?
8 A. Just him and me.
9 Q. And you went to Abbott to talk to him?
10 A. He gave me a phone call.
11 Q. And you went out there?
12 A. Yes.
13 Q. What did you talk about?
14 A. The proposal.
15 Q. What did he say?
16 A. He said they were looking it over, and
17 they would let us know.
18 Q. He called you out to tell you that?
19 MR. RANDOLPH: Do you know why he called you
20 out specifically?
21 THE WITNESS: There were certain things on the
22 proposal he wanted clarified or he didn't
23 understand.
24 BY MR. RODRIGUEZ:

1 Q. Is that all?
2 A. Yes.
3 Q. Did you ever get called by Abbott again?
4 A. No.
5 Q. Did they ever write you again?
6 A. No.
7 Q. Did you give Abbott a copy of your
8 survey and your notes from the survey?
9 A. Yes.
10 Q. That was included with the proposal?
11 A. Yes.
12 Q. Do you remember how large or what volume
13 of paper you had at the end of a week of notes?
14 A. About 10 to 15, 20 pages.
15 Q. Aside from the driver you rode with that
16 week, did you talk to any other drivers from
17 Abbott?
18 A. No.
19 Q. Have you ever spoken to any other
20 drivers or former drivers from Abbott?
21 A. No.
22 Q. Aside from he and this maintenance
23 supervisor who called you out, have you ever talked
24 to anybody from Abbott?

1 A. No.
2 Q. Did you ride the same truck the whole

3 week?
4 A. Yes.
5 Q. Did you have the same driver with you
6 the whole week.
7 A. Yes.
8 (WHEREUPON Mr. Thomas W. Daggett
9 entered the deposition proceedings.)
10 BY MR. RODRIGUEZ:
11 Q. Your understanding was that you were
12 viewing the waste disposal of this particular plant
13 for the whole week?
14 A. Yes.
15 Q. At that time I think you said earlier
16 that the second truck was a backup truck, spare
17 truck.
18 A. Yes.
19 Q. Is there anything else you remember
20 about the composition of the waste, the time when
21 this report was put together, anything at all that
22 you remember about Abbott?
23 A. Nothing else.
24 Q. All of this material was taken to the

1 Yeoman Creek Landfill during that week.
2 A. Yes.
3 MR. RODRIGUEZ: I don't think I have anything
4 further now.
5 David.
6 MR. MUSCHLER: Yes.
7 Mr. Kirkegaard, my name is David
8 Muschler. I represent Coral International.
9 EXAMINATION
10 BY MR. MUSCHLER:
11 Q. You made a statement yesterday
12 afternoon, I believe, that at some point in time
13 you knew bad stuff went into the site, referring to
14 the Yeoman Creek site.
15 Can you tell me at what point in time
16 you knew that bad stuff went into the site?
17 A. Yes.
18 Q. When was that time?
19 A. Waukegan Disposal had had Coral Chemical
20 as one of their accounts in the sixties.
21 Q. I'm not talking specifically about
22 Coral, but you made a general comment that you knew
23 that bad stuff went into the site.
24 When did you first realize that bad

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,)
6 Plaintiffs,)
7 v.)Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.,)Judge Leinenweber
9 Defendants.)Magistrate Judge Rosemond
10
11 August 19, 1993
12 10:30 a.m.
13
14 The deposition of OLE KIRKEGAARD resumed
15 pursuant to adjournment at Suite 6600, 233 South
16 Wacker Drive, Chicago, Illinois.
17
18
19
20
21
22
23
24

1 PRESENT:
2 KEATING, MUETHING & KLEKAMP,
3 (One East Fourth Street,
4 Cincinnati, Ohio 45202), by:
5 MR. JEROME C. RANDOLPH,
6 appeared on behalf of the Plaintiffs;
7 LATHROP & NORQUIST,
8 (2600 Mutual Benefit Life Building,
9 2345 Grand Avenue, Suite 2500,
10 Kansas City, Missouri 64108-2684), by:
11 MR. WILLIAM G. BECK,
12 MS. TERESA J. STEWART,
13 appeared on behalf of Browning-Ferris
14 Industries of Illinois, Inc.;
15 WILDMAN, HARROLD, ALLEN & DIXON,
16 (225 West Wacker Drive, Suite 3000,
17 Chicago, Illinois 60606-1229), by:
18 MR. THOMAS W. DAGGETT,
19 appeared on behalf of
20 Waukegan Park District;
21
22
23
24

1 PRESENT: (Continued)
2 SCHIFF HARDIN & WAITE,
3 (7200 Sears Tower,

Q. Okay. You say "remainings"?
A. Some is liquid, wet, and some was drying up.
Q. Okay. When you talk about empty paint cans, were you talking about paint cans scrubbed free of any ink residue or was there still ink residue in them?
A. Still --
Q. I'm sorry. Paint cans with paint in them?
A. Still residue in them, yes.
MS. STEIN: Again I'm going to have to voice an objection here.
Are you speaking generally what he saw over time for all the number of defendants or are you speaking of a specific defendant? How are we handling this here?
MR. RANDOLPH: He's describing -- well, I think the questions speak for themselves. He's describing what he meant by empty paint cans in his testimony, in his deposition.
BY MR. RANDOLPH:
Q. I would like to ask you some questions now about Abbott.

You were asked a number of questions by Mr. Rodriguez about Abbott Laboratories.
Do you recall those questions?
A. Yes.
Q. You described certain garbage trucks of Abbott that you had experience with during the time that you were performing a survey at Abbott.
Do you recall that?
A. Yes.
Q. Did you ever see those garbage trucks at the landfill at times other than when you conducted this survey?
A. Yes.
Q. During what portion of the 1960s?
A. Mid-sixties to late sixties.
Q. Did you see them at Yeoman Creek?
A. Yes.
Q. Do you recall seeing them at Edwards Field?
A. Yes.
Q. Okay. How frequently would you see Abbott garbage trucks at the Yeoman Creek or Edwards Field Landfills?
A. Two to three times a week.

Q. Could you describe --
MR. RODRIGUEZ: I missed that.
MR. RANDOLPH: "Two to three times a week."

4 BY MR. RANDOLPH:
5 Q. I think you testified these were leach
6 packers.
7 What size trucks were they?
8 A. 25 cubic yard, I believe.
9 Q. When you saw these garbage trucks, did
10 you ever see them unload their waste at the Yeoman
11 Creek or Edward Field sites?
12 A. Yes.
13 Q. How often did you see them unload the
14 waste at that site?
15 A. Maybe once a week.
16 Q. Did you notice anything unusual in the
17 waste that came out of the truck, the Abbott
18 trucks, when you saw them unload at the Yeoman
19 Creek Landfill?
20 A. Yes.
21 Q. What was that?
22 A. Smelly type of wet, brownish material.
23 Q. You described that wet, brownish type of
24 material as part of the waste during the time you

1 conducted your survey at Abbott.
2 Did it appear to be the same type of
3 material?
4 A. Yes.
5 Q. Do you know if that material would go
6 under the name of filter cake?
7 A. I believe so, yes.
8 Q. Okay. Did you see any other types of
9 trucks of Abbott Laboratories at the Yeoman Creek
10 Landfill besides these garbage trucks?
11 A. Yes.
12 Q. What type of truck?
13 A. Flat bed.
14 Q. What do you mean by a flat bed truck?
15 A. It's a truck that's hauling bulky stuff
16 type of thing with no top on it.
17 Q. Okay. Was it a dump-type truck?
18 A. Yes.
19 Q. Did it have sides on the bed?
20 A. Yes.
21 Q. What color was that truck or trucks?
22 A. The cab was white.
23 Q. How often would you see those type of
24 Abbott trucks at the site?

1 A. About once a month or so.
2 Q. Could you see what was in the flat bed
3 at the time you saw those trucks?
4 A. Yes.
5 Q. What did you see?
6 A. 55-gallon drums.

7 Q. Could you see whether they were empty or
8 full?
9 A. No.
10 Q. Approximately how many 55-gallon drums
11 would fit on the flat beds that you saw from Abbott
12 Laboratories?
13 A. Anywhere between 20 and 25, I believe.
14 Q. Could we spread out Kirkegaard Exhibit
15 No. 1, please?
16 Showing you what has previously been
17 identified as Exhibit 1 to your deposition, Mr.
18 Kirkegaard, during the various examinations, as I
19 say, over the last five days you have used
20 terminology to describe the various routes. It may
21 be in the record, but I want to make sure generally
22 we are consistent with the terminology.
23 You have talked, first of all, about a
24 Grand Avenue or Grand-Washington route. Could you

1 Service in its operation of Yeoman Creek and
2 Edwards Field Landfills?
3 A. Outstanding.
4 MR. BECK: That's all the questions I have.
5 Thank you, sir.
6 FURTHER EXAMINATION
7 BY MR. RODRIGUEZ:
8 Q. Hello, Mr. Kirkegaard. Do you remember
9 me?
10 A. Yes, indeed.
11 MR. BECK: It's okay, Mr. Kirkegaard. He
12 remembers you, too.
13 BY MR. RODRIGUEZ:
14 Q. When I talked to you about two and a
15 half weeks ago, we had talked about your having
16 seen Abbott trucks at the Yeoman Creek Landfill,
17 and I think at that time you told me quite clearly
18 that you remember seeing two trucks, that Abbott
19 had two trucks that drove to the Yeoman Creek
20 Landfill.
21 Do you remember that testimony?
22 A. Yes.
23 Q. I think, if I remember correctly, you
24 said you could tell that there were two trucks

1 because they were numbered 1 and 2, is that
2 correct?
3 A. Yes.
4 Q. You told me at that time that the two
5 trucks were leach packer trucks, is that correct?
6 A. Yes.
7 Q. I guess what I'd like to know is whether
8 your testimony now is that Abbott really had three
9 trucks. Is that correct?
10 A. Yes.
11 Q. And this third truck you described as a
12 flat bed, is that correct?
13 A. Yes.
14 Q. Before we talk about that truck, I guess
15 I'd like to know whether you have reviewed anything
16 or spoken to anybody who reminded you about this
17 third truck during the last two and a half weeks.
18 MR. RANDOLPH: Any conversations with counsel
19 you are not to disclose. Other than that, you can
20 disclose any conversations other than that.
21 BY MR. RODRIGUEZ:
22 Q. Well, have you talked to a lawyer about
23 that?
24 MR. RANDOLPH: Excuse me. I'm going to object

1 and instruct him not to answer what he has talked
2 to a lawyer about.
3 My instruction is do not disclose in

4 any, way shape or form any discussions that you had
5 with any lawyer in the last two weeks.
6 Other than that, the question is have
7 you had any discussions with anyone who reminded
8 you about another truck or Abbott truck during the
9 past two and a half weeks.
10 THE WITNESS: No.
11 MR. RODRIGUEZ: That's not the question.
12 BY MR. RODRIGUEZ:
13 Q. The question is whether you have
14 reviewed anything or talked to anybody that
15 reminded you about this third truck.
16 MR. RANDOLPH: That's two questions.
17 Have you reviewed anything that reminded
18 you about a third truck?
19 THE WITNESS: No.
20 MR. RANDOLPH: Okay. Then my instruction on
21 the second question is any discussions with anyone
22 besides counsel in which discussions of a third
23 truck took place during the past three weeks.
24 THE WITNESS: No.

1 BY MR. RODRIGUEZ:
2 Q. Well, I'm going to ask you one more time
3 whether you have had any discussion with anybody
4 about this, and the reason why I want to know is
5 because there was a question about a fact that you
6 for some reason didn't remember two weeks ago and
7 now you do, and I'm just trying to find out what
8 the source of your memory is.
9 MR. RANDOLPH: Okay. I object to the
10 characterization. Number one, he was never asked
11 by you about any flat bed trucks, nor was he ever
12 asked a question were there any other Abbott trucks
13 that you saw during the period of the 1960s, so to
14 say that --
15 MR. RODRIGUEZ: That's not to say --
16 MR. RANDOLPH: Please let me finish.
17 To say that he omitted or forgot or
18 didn't give testimony relating to that third truck
19 in response to your questions is not accurate
20 because you never asked about the third truck, and
21 there was no reason for him to volunteer anything.
22 So I disagree with your characterization that he
23 has somehow come up with a new fact that he was
24 asked about and forgot two and a half weeks ago.

1 He was simply not asked about it.
2 With regard to your specific question,
3 once again, I'm going to instruct him not to answer
4 any questions about conversations with counsel.
5 If you had any discussions with anyone
6 but counsel, then, relating to trucks at Abbott in

7 any way, shape or form in the last two and a half
8 weeks, please answer Mr. Rodriguez' question. Have
9 you?
10 THE WITNESS: No.
11 MR. RANDOLPH: And with regard to the part of
12 your question that asked him if he's had
13 discussions with counsel, I'm going to instruct him
14 not to answer.
15 MR. RODRIGUEZ: Okay. Well, with respect to
16 that question, I'm going to have it certified.
17 MR. RANDOLPH: Fine.
18 MR. RODRIGUEZ: I think the record speaks for
19 itself about what the question and answer was.
20 There was a question, "They had two trucks?" and
21 his answer was "Yes."
22 MR. RANDOLPH: The record will speak for
23 itself.
24 BY MR. RODRIGUEZ:

1 Q. Let's talk about this third truck for a
2 moment.
3 Can you describe it for me?
4 A. The two trucks?
5 Q. The third truck.
6 A. The third truck.
7 MR. RANDOLPH: You are referring to the flat
8 bed truck?
9 MR. RODRIGUEZ: The truck we haven't spoken
10 about until today.
11 BY THE WITNESS:
12 A. Yes, that's a flat bed.
13 Can I just say one more thing? The two
14 trucks we talked about was garbage trucks, and
15 that's all we were talking about at the first time,
16 garbage trucks.
17 MR. RANDOLPH: Just answer the questions.
18 THE WITNESS: Yes.
19 BY MR. RODRIGUEZ:
20 Q. Can you describe the third truck for me?
21 A. That's a flat bed they haul bulky
22 material with. It has a flat bed in the back.
23 Q. How big was the flat bed?
24 A. I would say 15, 20 feet long.

1 Q. Okay. Did it have sides?
2 A. Yes.
3 Q. How high were the sides, could you tell?
4 A. 12 to 24 inches, I believe.
5 Q. 12 to 24 inches?
6 A. Yes.
7 Q. What color was the trailer?
8 A. The truck was white cab.
9 Q. The cab was white?

10 A. Yes.
11 Q. And the trailer?
12 MR. RANDOLPH: He didn't testify it was a
13 trailer.
14 Are you talking about the flat bed
15 portion of it?
16 MR. RODRIGUEZ: The flat bed part, the part
17 that isn't the cab.
18 BY THE WITNESS:
19 A. I don't recall.
20 BY MR. RODRIGUEZ:
21 Q. Were there any markings on the truck?
22 A. Yes.
23 Q. Where were the markings located?
24 A. "Abbott" on each door, "Abbott."

1 Q. That's all it said, "Abbott"?
2 A. Yes, Abbott
3 Q. It was on each door of the cab?
4 A. Yes.
5 Q. Did you ever talk to any of the drivers
6 driving this flat bed truck?
7 A. No.
8 Q. Did you ever talk to any of the drivers
9 at any time from Abbott?
10 A. Yes.
11 Q. Okay. Would that have been during your
12 survey?
13 A. Yes.
14 Q. Is that the only time you ever spoke to
15 a driver?
16 A. Yes.
17 Q. I think you had testified that he was of
18 Mexican nationality.
19 A. Yes.
20 Q. Okay. Do you recall what you talked
21 about with this fellow?
22 MR. RANDOLPH: I think we have covered this.
23 This was not a subject of my redirect. I think you
24 went into some detail during his last examination

1 about the conversations he had with the driver
2 during the survey.
3 MR. RODRIGUEZ: No, I didn't ask him.
4 MR. RANDOLPH: Well, it's certainly not part
5 of the redirect. It certainly wasn't triggered by
6 anything I have done.
7 Go ahead and answer, but we are not
8 going to go back over the time he did the survey.
9 Go ahead. You can answer the question.
10 BY THE WITNESS:
11 A. We didn't talk very much.
12 BY MR. RODRIGUEZ:

13 Q. Do you remember anything you talked
14 about with him?
15 A. At the time I talked with him was when
16 we did the survey down in -- I did all the -- I did
17 the survey, and he did the pulling out the
18 containers and emptying containers and so forth.
19 He spoke very little English, therefore we didn't
20 speak much.
21 Q. Do you remember anything about what you
22 talked about?
23 A. Maybe yes or no and that type of thing.
24 Q. Well, what do you recall?

1 MR. RANDOLPH: I think he just told you, yes
2 or no.
3 THE WITNESS: Yes.
4 BY MR. RODRIGUEZ:
5 Q. You don't remember any specifics of
6 those conversations?
7 A. No.
8 Q. None of the specifics of those
9 conversations?
10 A. No.
11 Q. I think this morning you testified that
12 you saw the Abbott trucks unload at the landfill.
13 A. Yes.
14 MR. RANDOLPH: Are we switching to the garbage
15 trucks?
16 MR. RODRIGUEZ: Pardon me.
17 MR. RANDOLPH: Switching to the garbage
18 trucks?
19 MR. RODRIGUEZ: I'm talking about the trucks.
20 It was his testimony this morning --
21 BY MR. RODRIGUEZ:
22 Q. You saw the trucks unload at the
23 landfill.
24 A. The garbage trucks, yes.

1 Q. The packers?
2 A. Yes.
3 Q. Okay. Did you see this during the
4 survey or at other times?
5 A. Both.
6 Q. So you saw one of the Abbott packers
7 being unloaded at a time when you weren't there.
8 It wasn't while you were riding there during the
9 survey, is that correct?
10 A. Yes.
11 Q. And these times when you saw it
12 unloading and it wasn't part of the survey, where
13 exactly were you?
14 A. Sitting waiting to dump my load at the
15 landfill.

16 Q. Was there a line?
17 A. Sometimes there was two or three trucks
18 in line so I was waiting for my turn.
19 Q. So you would be in the truck.
20 A. I would be either in the truck or
21 standing next to my truck.
22 Q. Okay. During the times that you went
23 there during this week that you did the survey,
24 where would you be when the truck was unloading?

1 A. Either sitting in the cab or standing
2 next to the truck.
3 Q. Okay. Let's talk for a minute about the
4 material that you said was a wet, brownish material
5 that was in the truck.
6 Is this the same material you described
7 two and a half weeks ago that looked like molasses?
8 A. Yes.
9 Q. Okay. Can you describe that a little
10 bit more for me? Was this a liquid, a solid, a
11 semi-solid?
12 A. It was kind of a brownish, semi-solid
13 type of smelly stuff.
14 Q. So it looked kind of like a sludge or
15 something.
16 Are you familiar with a sludge?
17 A. Yes.
18 Q. At what point was it that you -- well,
19 what did it smell like?
20 A. Very unpleasant, strong, really
21 unpleasant smell.
22 Q. Okay. You can't characterize it or
23 compare it to anything?
24 A. No.

1 Q. Okay. At what time was it that you got
2 a smell of this stuff? Was it when it was
3 unloading at the landfill?
4 A. At the landfill, yes, mostly when you
5 unload it.
6 Q. That's when you had an opportunity to
7 smell it?
8 A. Yes.
9 Q. Okay. Was that during the times you
10 were there during the survey or was that times when
11 you were there not during the survey?
12 A. Both.
13 Q. So you had an opportunity to smell it
14 when you were there waiting in line sitting in your
15 truck.
16 A. Yes.
17 Q. Okay. When you were sitting waiting in
18 your truck, how far were you from the landfill

19 itself, from the working face of the landfill where
20 the people dumped their truck?
21 A. Well, if you want me to point out --
22 Q. Well, if you can just tell me how far
23 you would be from where people would empty the
24 truck.

1 A. I would be next to the truck.
2 Q. In your own truck when you were waiting
3 in line?
4 A. That would be about 20 to 30 feet.
5 Q. 20 or 30 feet?
6 A. Away from that truck.
7 MR. RANDOLPH: Away from the Abbott truck. Is
8 that what you're saying, so the record is clear?
9 THE WITNESS: It could be, or it could even be
10 closer, yes.
11 BY MR. RODRIGUEZ:
12 Q. Okay. Now, during this time, you would
13 be outside of the truck, is that correct?
14 A. Most of the time, yes.
15 Q. Because I thought earlier you said you
16 were inside your truck.
17 MR. RANDOLPH: Earlier he said inside or
18 outside.
19 THE WITNESS: Yes.
20 BY MR. RODRIGUEZ:
21 Q. Okay. You also said this morning that
22 your understanding was that this stuff was called
23 filter cake.
24 A. Yes.

1 Q. What is filter cake?
2 A. I can't answer that question. I don't
3 know.
4 Q. How do you know this material was filter
5 cake?
6 A. That's what I was told.
7 Q. By whom?
8 A. It could have been at the landfill.
9 Q. By who at the landfill?
10 A. Cat driver.
11 Q. So you don't know for sure what this
12 was.
13 A. There was a landfill driver usually
14 there, the Cat driver. His name was Elmer. He's
15 the one that informed me on what that was.
16 Q. What was in Abbott's truck?
17 A. Filter cake --
18 Q. You talked to --
19 A. -- or molasses, whatever you want to
20 call it.
21 Q. So you and Elmer had discussions about

22 the contents of Abbott's truck.
23 A. I asked Elmer the first time it ever
24 came to that smell what kind of smell that was, and

1 Elmer told me that was filter cake.
2 Q. Okay. The first time you ever saw an
3 Abbott truck there dumping this material you asked
4 Elmer about this, is that correct?
5 MR. RANDOLPH: He said the first time he
6 smelled it.
7 BY MR. RODRIGUEZ:
8 Q. You asked Elmer about this.
9 A. Yes.
10 Q. Elmer was the one that told you what it
11 was.
12 A. Yes.
13 Q. Did you ever discuss with Elmer the
14 nature of anybody else's garbage over the years
15 that you drove to Yeoman Creek Landfill?
16 A. Yes.
17 Q. Any of the parties that we have talked
18 about during the last couple of days? Do you know
19 anything that Elmer knew about their waste?
20 For example, do you know what Outboard
21 Marine may have disposed of at the landfill? Would
22 Elmer have told you what they may have disposed of
23 at the landfill I guess is a better way.
24 MR. RANDOLPH: I'm not sure. There's a number

1 of questions.
2 I think he's asking you did Elmer tell
3 you what Outboard Marine was disposing of at the
4 landfill.
5 THE WITNESS: No.
6 BY MR. RODRIGUEZ:
7 Q. You testified a couple weeks ago that
8 Elmer has passed away, is that correct?
9 A. Yes.
10 Q. Okay. It's your specific recollection,
11 then, that the reason why you know that this is
12 called filter cake was because Elmer told you.
13 A. Yes.
14 Q. Okay. Do you have any knowledge or any
15 reason to think that Abbott was ever a National
16 Disposal customer?
17 A. I don't know.
18 Q. Do you have any reason to think that?
19 A. No.
20 Q. As far as you understood, Abbott always
21 drove for itself to the landfill all of its own
22 waste to the landfill?
23 A. Yes.
24 MR. RODRIGUEZ: I don't have anything further.

1 MR. RANDOLPH: Let's go off the record.
2 (WHEREUPON, discussion was had
3 off the record.)
4 MR. MUSCHLER: Mr. Kirkegaard, I'll even stay
5 here.
6 You remember me. My name is David
7 Muschler. I represent Coral International.
8 FURTHER EXAMINATION
9 BY MR. MUSCHLER:
10 Q. You testified that there was an
11 individual by the name of Delbert Hofer. His name
12 arose this morning, I believe.
13 A. Yes.
14 Q. Do you know if he is still alive, sir?
15 A. Yes, I believe so. Yes.
16 Q. Do you know where he lives?
17 A. No.
18 Q. Do you know where he works?
19 A. No.
20 Q. Do you know if he is in this area?
21 A. I don't believe he is. He was on
22 vacation one time in this area, and he looked me up
23 and said hi, and he did not say where he --
24 Q. How long ago was that?

1 A. I would say about two years ago.
2 Q. Do you have any idea where he currently
3 resides?
4 A. No.
5 Q. Okay. Do you have any knowledge, sir --
6 and this question has been asked in different ways,
7 but do you have any knowledge that OMC by its own
8 personnel or trucks delivered anything to the
9 Yeoman Creek Landfill?
10 A. I don't have any knowledge, no.
11 Q. Did Elmer ever tell you that OMC was
12 making deliveries by its own personnel?
13 MR. BLEIWEISS: Object. Asked and answered.
14 BY THE WITNESS:
15 A. No.
16 BY MR. MUSCHLER:
17 Q. Would you, sir, identify for us who your
18 counsel is in this litigation?
19 MR. RANDOLPH: I'll identify --
20 MR. MUSCHLER: No. I want Mr. Kirkegaard.
21 MR. RANDOLPH: Do you understand the
22 question?
23 Who is counsel for you in this
24 litigation?

1 THE WITNESS: Yes.
2 MR. RANDOLPH: Myself.

3 BY THE WITNESS:
4 A. And Bill.
5 BY MR. MUSCHLER:
6 Q. Identify them by name, please.
7 A. Jerry.
8 Q. Is that Mr. Randolph?
9 A. Randolph and William Beck and Theresa.
10 MR. RANDOLPH: Stewart.
11 THE WITNESS: Stewart.
12 BY MR. MUSCHLER:
13 Q. And that's who you know as your counsel
14 in this matter.
15 A. Yes.
16 Q. Now, when Mr. Randolph has instructed
17 you not to answer a question that could deal with
18 conversations between yourself and counsel, are
19 those the individuals that you understood Mr.
20 Randolph to refer to, himself, Mr. Beck and Ms.
21 Stewart?
22 A. Yes.
23 Q. Did you have any conversations with Mr.
24 Bleiweiss about any of these matters?

1 MR. RANDOLPH: I'm going to object and
2 instruct him not to answer on the basis that there
3 is also in effect a joint defense privilege, joint
4 counsel privilege dealing with conversations with
5 other parties and other plaintiffs in this
6 litigation and their counsel, and so I'm going to
7 instruct him not to answer.
8 MR. MUSCHLER: You're saying that if he has
9 conversation with any of the other plaintiffs'
10 attorneys that that's privileged information?
11 MR. RANDOLPH: Correct.
12 MR. MUSCHLER: Okay.
13 BY MR. MUSCHLER:
14 Q. You stated, sir, that Elmer told you
15 about the filter cake from Abbott Labs, is that
16 correct, or from Abbott?
17 A. Yes.
18 Q. Did anybody else ever mention filter
19 cake to you other than Elmer?
20 A. No.
21 Q. When is the last time you had a
22 conversation with Elmer about filter cake?
23 A. That was in the late sixties.
24 Q. I think you testified earlier today

1 about a customer by the name of Chem-Rite --
2 A. Yes.
3 Q. -- am I correct?
4 And Chem-Rite was on LeBaron Street, is
5 that correct?

A. Yes.
Q. Can you tell me whether you picked up Chem-Rite before or after you picked up materials from Coral?
A. It varies. Once in a while we would pick up Coral first, and other times we would pick up Chem-Rite first.
Q. Was there any reason why you would do it in a different order?
A. It all depend on what -- see, Chem-Rite and Coral is on the same street, very close by. It all depends on what side you came from. If we came from the north end, we would take Coral first, and if we came from the south end off Washington Street, we will take Chem-Rite first.
Q. It was my understanding that when we were dealing with, I believe it's your Deposition Exhibit No. 1 --
MR. RANDOLPH: Yes, sir.

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

WAUKEGAN COMMUNITY SCHOOL DISTRICT NO. 60, et al., Plaintiffs,	) VOLUME II
v.	) Case No. 92 C 7592
ABBOTT LABORATORIES, et al., Defendants.	) Judge Leinenweber) Magistrate Judge Rosemond

October 20, 1993
9:30 a.m.

The deposition of PEDER KIRKEGAARD resumed pursuant to adjournment at The Marc Plaza Hotel, 509 West Wisconsin Avenue, Milwaukee, Wisconsin.

1 many of those were there per pickup?
2 A. Well, there was usually always close to
3 a truckload, which could mean 15 to 20 drums.
4 MR. VARICK: I have nothing else.
5 MR. RODRIGUEZ: Mr. Kirkegaard, my name is
6 Gabe Rodriguez, and I represent Abbott.
7 THE WITNESS: Yes.
8 EXAMINATION
9 BY MR. RODRIGUEZ:
10 Q. I wanted to start out by asking you
11 whether Abbott was ever a Waukegan Disposal
12 customer.
13 A. No.
14 Q. I think you told Mr. Varick yesterday
15 that you saw Abbott trucks at the landfill.
16 A. Yes, I did.
17 Q. Can you tell me when you first saw
18 Abbott trucks at the landfill?
19 A. I cannot remember the specific day I saw
20 the first Abbott truck, but I saw them all the
21 time, basically all the time I was in business in
22 Waukegan.
23 Q. So you would have seen Abbott trucks at
24 the landfill from as early as you were driving to

1 the landfill.
2 A. As early as --
3 Q. From the very beginning that you were in
4 business.
5 A. I don't recall if it was exactly in that
6 same year, but I recall them from way back.
7 Q. Do you remember what the trucks looked
8 like?
9 A. Well, I remember in the beginning they
10 would come in with quite a bit on flat bed trucks.
11 They were red, and I believe it said "Newsom" on
12 the side of the truck, but we knew it was from
13 Abbott Laboratories.
14 Q. The truck itself said "Newsom."
15 A. Yes.
16 Q. How did you know it was coming from
17 Abbott?
18 A. We were told that's where it was from.
19 Q. Who told you that, do you remember?
20 A. The people that were dumping it we knew
21 were Abbott employees.
22 Q. Did you speak to those employees?
23 A. Off and on.
24 Q. Did you see these flat bed trucks that

1 said "Newsom" -- was that in the early days --
2 A. That was in the early days.
3 Q. -- or was that later that --

4 A. Was early, and then --
5 MS. CLOKEY: Let me ask you a question.
6 (WHEREUPON, discussion was had
7 off the record between the witness
8 and Ms. Clokey outside the
9 hearing of other counsel and the
10 court reporter.)
11 BY MR. RODRIGUEZ:
12 Q. And the drivers of what I'll call the
13 Newsom trucks, the drivers of the Newsom trucks
14 told you they were Abbott employees.
15 Is this one flat bed truck?
16 A. Yes.
17 Q. Was it the same driver each time that
18 you saw at the landfill?
19 A. There was usually more than one person
20 with the truck, a couple of them.
21 Q. Were they the same people all the time?
22 A. Pretty much.
23 Q. How often did you see the Newsom truck
24 at the landfill back in the early days?

1 A. I couldn't really tell you for sure.
2 Quite often.
3 Q. Well, how often were you at the landfill
4 during those early days?
5 A. On a daily basis.
6 Q. More than once a day.
7 A. Could be on some days, but mostly once.
8 Q. Once a day.
9 A. Yes.
10 Q. Okay. The Newsom truck, would you see
11 it there each time that you were there?
12 A. Not each time, but sometimes we would
13 also meet the truck going towards the landfill on
14 Lewis Avenue.
15 Q. So would you say that you saw the Newsom
16 truck there three times a week or you may have seen
17 it once a week?
18 A. I wouldn't speculate on the amount of
19 time.
20 Q. Did you see the Newsom truck later on in
21 the sixties still going to the landfill?
22 A. No. Then I would see they got their own
23 packer trucks, big packer trucks, and that's what I
24 would see.

1 Q. When did you first see packer trucks?
2 A. I can't remember the year, but that goes
3 way back as well. They had several -- they got new
4 ones as well.
5 Q. Can you describe the packers?
6 A. Yes. It was Leach packer painted white.

7 Q. You could tell they were Abbott trucks
8 by looking at them.
9 A. Yes.
10 Q. Did they have "Abbott" on them or some
11 other insignia?
12 A. No, they did not have "Abbott" on them,
13 but we knew they were from Abbott.
14 Q. How did you know that?
15 A. We were told that.
16 Q. Who told you that?
17 A. Well, we knew the driver that drove that
18 packer truck. His name was Jake.
19 Q. Gig?
20 A. Jake, J-a-k-e.
21 Q. Was it the same driver all the time?
22 A. Except if he was off or on vacation or
23 something.
24 Q. Do you remember when the packers first

1 appeared? Was it in the mid-sixties or later than
2 that or earlier than that?
3 A. It was earlier than that.
4 Q. When you first saw the packer, at that
5 point was the Newsom truck not being used any more?
6 A. I can't remember that. I cannot
7 remember that.
8 Q. Do you ever remember seeing the Newsom
9 truck and the packer truck at the landfill at the
10 same time?
11 A. I couldn't say that, no.
12 Q. Do you know how long Jake drove that
13 truck?
14 MR. RANDOLPH: Are we talking now the packer
15 truck?
16 MR. RODRIGUEZ: Yes.
17 BY THE WITNESS:
18 A. The packer truck would come in. We saw
19 that on a daily basis.
20 BY MR. RODRIGUEZ:
21 Q. Was Jake driving it?
22 A. Yes.
23 Q. Did he drive it the whole time that you
24 saw these trucks at the landfill?

1 A. No. I believe he at a later date quit
2 Abbott Laboratories and went to work for Dan
3 Lodesky.
4 Q. Now, you say you saw the Abbott trucks
5 on a daily basis at the landfill.
6 A. Pretty much, yes.
7 Q. Was that throughout the sixties?
8 A. Yes.
9 Q. You had on occasion spoke to Jake.

10 A. Yes, I did.
11 Q. Do you recall the substance of any of
12 your conversations with Jake?
13 A. I don't.
14 Q. Did you ever have occasion to see an
15 Abbott truck unload at the landfill?
16 A. Yes.
17 Q. How often did you see that?
18 A. Quite often we would dump a load side by
19 side. I was always hoping the wind were away from
20 us.
21 Q. So you actually saw the waste that was
22 coming out of --
23 A. Yes, I did.
24 Q. -- the truck.

1 Can you describe what was in the truck?
2 A. First of all, you didn't really like to
3 look at it, but it was gray material, almost light
4 brown, very bad looking.
5 Q. Do you know what the material was?
6 A. No. It looked like very damp and heavy
7 material.
8 Q. Was there anything else that came out of
9 the truck?
10 A. No, not to my knowledge.
11 Q. Paper?
12 A. There was probably mixed some paper with
13 it, but I didn't really examine.
14 Q. Corrugated?
15 A. I'm sure there could have been.
16 Q. I take it because you wanted to be
17 downwind that you could actually smell this
18 material.
19 A. Yes.
20 Q. It had an odor.
21 A. Yes.
22 Q. Can you describe the odor?
23 A. Boy, that's very hard to describe. It's
24 a very bad odor.

1 Q. Now, you say you were there when the
2 truck was unloading on several occasions.
3 A. Yes.
4 Q. Was this material in the truck every
5 time?
6 A. Uh-huh.
7 MS. CLOKEY: You have to answer yes or no.
8 THE WITNESS: Yes.
9 BY MR. RODRIGUEZ:
10 Q. On these occasions that you were near
11 the Abbott truck while it was unloading, was this
12 late in the sixties, early in the sixties or --

13 A. It was at the Yeoman Creek Landfill. It
14 could have been in the middle sixties.
15 Q. Did you see any other trucks, Abbott
16 trucks, at the Yeoman Creek Landfill?
17 A. I don't believe so.
18 Q. Did you ever see the Newsom truck
19 unload?
20 A. No.
21 Q. Did you ever see what was on the Newsom
22 truck when it was driving to the landfill?
23 A. No.
24 Q. Do you know whether anybody else ever

1 hauled for Abbott?
2 A. Yes. Waukegan Disposal had on a few
3 occasions had a truck at Abbott Laboratories to
4 pick up.
5 Q. Who did you say that was?
6 A. Waukegan Disposal Service.
7 Q. Your company did.
8 A. Yes.
9 Q. I thought you told me right at the
10 beginning today that it was not a Waukegan Disposal
11 customer.
12 A. It was not a customer, but just as a
13 helper because their truck were broke down so we
14 helped them out. It was not a customer as such.
15 Q. Okay. So your company had a truck there
16 that they used as a spare.
17 Is that what you're saying?
18 A. They did not use. We sent the driver in
19 there.
20 Q. How often did that happen?
21 A. I only remember one occasion.
22 Q. Were you the driver that drove on that
23 occasion?
24 A. No. Ole, my brother, were in there.

1 Q. So on this one occasion that Waukegan
2 Disposal hauled for Abbott Ole was the driver.
3 A. Yes.
4 Q. Do you recall when that was
5 approximately?
6 A. I don't recall the year.
7 Q. Can you give me a time frame? Was it
8 early or late in the time period that the company
9 was --
10 A. It was late in the sixties.
11 Q. Would it have been during the time
12 period that Waukegan was driving to the Yeoman
13 Creek Landfill?
14 A. Oh, yes.
15 Q. That one time that Waukegan Disposal

16 picked that up, were you the one that took the
17 call --
18 A. No.
19 Q. -- from Abbott?
20 A. I just barely remember that we were in
21 there. I don't remember how it really came about.
22 Q. Do you remember whether it was one
23 truckload or more than one truckload?
24 A. I believe it was more than one

1 truckload.
2 Q. What makes you believe that?
3 A. Because that's how my recollection tells
4 me.
5 Q. Do you know if Ole went there with a
6 packer?
7 A. Yes.
8 Q. Did Ole tell you anything at all about
9 what he did or saw at Abbott?
10 A. I'm sure he did when he came back. I
11 cannot remember.
12 Q. You don't remember anything about the
13 substance of that conversation.
14 A. No, no.
15 Q. Did you ever solicit Abbott Laboratories
16 as a regular account?
17 A. Not to my knowledge.
18 Q. Beginning after that one instance that
19 Ole made that pickup, did they ever contact you
20 again about picking up their garbage?
21 A. No, I don't recall that.
22 Q. Did they ever contact you before then
23 about picking up their garbage?
24 A. Not that I can remember.

1 Q. So the one time that Abbott Laboratories
2 ever contacted Waukegan Disposal about garbage
3 pickup was on one day.
4 A. It was maybe two days.
5 Q. Do you ever recall preparing a proposal
6 for the Abbott Lab account?
7 A. I don't recall that.
8 Q. Do you remember the names of any of the
9 other Abbott Laboratory drivers that you saw at the
10 landfill other than Jake?
11 A. No, I don't. I believe they were
12 Mexicans.
13 Q. Did you ever speak to any of them?
14 A. Not really.
15 Q. These drivers of Mexican nationality,
16 they would have been during the latter period,
17 during the later sixties.
18 A. No. I think that was true even in the

19 beginning.
20 Q. So what did Jake drive?
21 A. Jake drove the packer truck --
22 Q. What did the Mexicans --
23 A. -- in the beginning.
24 Q. In the beginning.

1 A. I believe after Jake quit the Mexicans
2 then drove it.
3 Q. You never spoke to the Mexican drivers.
4 A. No.
5 Q. Do you know of any other haulers that
6 drove for Abbott?
7 A. Yes. T-K City Disposal hauled Abbott
8 Park for Abbott Laboratories.
9 Q. When did that start?
10 A. Sometime in the '69 --
11 Q. This was while you were associated with
12 T-K or after you sold the business.
13 A. Yes, while I was associated with T-K.
14 Q. How often did Abbott have its waste
15 picked up by T-K?
16 A. I believe on a daily basis.
17 Q. You were the person that sent out the
18 drivers in the morning for T-K, weren't you?
19 A. Yes.
20 Q. Did you yourself ever drive to Abbott
21 Park?
22 A. Yes, I did.
23 Q. What kind of a truck did you drive to go
24 to Abbott?

1 A. A packer truck.
2 Q. Was Abbott a daily customer of T-K's?
3 A. Yes.
4 Q. Where is Abbott Park?
5 A. That's located out on Waukegan Road
6 going towards Lake Bluff.
7 Q. How often did you go to Abbott Park?
8 A. I don't recall how many times I was
9 there personally.
10 Q. More than once?
11 A. Yes.
12 Q. More than ten times?
13 A. I would say more than ten times.
14 Q. Was it more than 20 times?
15 A. No, I don't believe that.
16 Q. Can you describe what Abbott Park looks
17 like?
18 A. Yes. It's probably different now than
19 then, but we would come in from Waukegan Road.
20 There would be two pillars where it would say
21 "Abbott Park," and there would be a big sign

22 there. There would be a guard there we had to
23 enter through, and we would drive over to the
24 building where the pickup was.

1 I don't remember in specific how that
2 location looked like, but I do recall that the
3 truck had to be checked for radioactive material
4 every time before it left Abbott Park by some
5 equipment.
6 Q. How many buildings were at Abbott Park,
7 do you remember?
8 A. I don't recall.
9 Q. Was it more than two buildings?
10 A. I remember there was one place where
11 there was a lot of monkeys in there.
12 MR. VARICK: Like this one.
13 THE WITNESS: You said it.
14 BY MR. RODRIGUEZ:
15 Q. There were more than two buildings
16 then.
17 A. Yes.
18 Q. Were there more than five buildings?
19 A. Excuse me That we picked up from or --
20 Q. No. In Abbott Park.
21 A. Oh, a lot more than five buildings.
22 Q. More than five buildings.
23 A. Yes.
24 Q. More than ten buildings.

1 A. Well, now, I didn't count, but it's a
2 lot of buildings out there.
3 Q. Okay. This is your recollection of what
4 it looked like in 1969.
5 A. Yes.
6 Q. You do recall there were at least ten
7 buildings. Is that what you said?
8 MR. RODRIGUEZ: Can you read back his answer
9 to the question about whether there was more than
10 ten buildings?
11 MR. RANDOLPH: Are you withdrawing the last
12 question then?
13 MR. RODRIGUEZ: I'll withdraw that one.
14 (WHEREUPON, the record was read
15 by the reporter as requested.)
16 BY MR. RODRIGUEZ:
17 Q. Do you have a recollection of it being
18 as many as ten buildings do you think?
19 A. I'd rather not say. The only thing I
20 knew it was called Abbott Park.
21 Q. How many locations did you pick up at
22 Abbott Park?
23 A. Two, I believe.
24 Q. Where were those?

1 A. That I couldn't tell you either. I
2 don't even think I could find them again.
3 Q. But you do recall there were two
4 locations within Abbott Park.
5 A. Yes.
6 Q. What kind of containers did you pick up
7 there?
8 A. I don't recall that either.
9 Q. Was this a Tewes customer?
10 A. This was an account that Henry Tewes
11 got, yes.
12 Q. Can you recall how many containers there
13 were at the Abbott locations?
14 A. I don't recall that.
15 Q. Can you recall the type of containers?
16 A. No.
17 Q. Can you recall what was in the
18 containers?
19 A. Not really.
20 Q. Did you ever go inside any of the
21 buildings while you were at Abbott Park?
22 A. We picked up within the building itself
23 by a loading dock.
24 Q. So you had to go inside the building.

1 A. Yes.
2 Q. How did you gain access to the building?
3 A. I don't recall.
4 Q. Was it a loading dock?
5 A. It was a loading dock.
6 Q. Did you have to go any farther than the
7 loading dock when you got to the building?
8 A. No.
9 Q. Did you ever go inside any farther than
10 the loading dock?
11 A. Only at that other place where the
12 monkeys were. We did go a little further in there.
13 Q. Was that one time?
14 A. I don't recall.
15 Q. Tell me about that. Why is it that you
16 went into the building farther than the loading
17 dock?
18 A. It's so long ago I just can't remember.
19 I just remember that, I suppose, because we sort of
20 looked at those monkeys and thought that was
21 something we didn't normally see. So this is
22 basically sort of very weak in my memory, but --
23 Q. Were you alone or did you have a helper
24 with you?

A. There was a helper with, yes.
Q. Who was your helper?
A. I don't recall that either.
Q. Was somebody from Abbott with you when you went inside the buildings?
A. I'm sure someone from Abbott took us in there.
Q. But you don't remember specifically.
A. No.
Q. Was this part of your job? Did they take you in there to pick up garbage?
A. Oh, yes.
Q. What kind of container did you pick up inside the building?
A. I don't recall that either.
Q. How often did you drive to this account?
MR. RANDOLPH: I think we have been through this.
BY MR. RODRIGUEZ:
Q. Did you personally drive through this account?
MR. RANDOLPH: Object as asked and answered.
BY MR. RODRIGUEZ:
Q. You can answer the question.

A. Probably somewhere between 10 and 20 times I was there.
Q. These times you went inside the building just one time, is that correct?
A. Yes.
Q. That is, beyond the loading dock.
A. Yes, beyond the loading dock where we made the pickup.
Q. Did you have to stop at the gate when you got to Abbott Park?
A. Yes.
Q. At the guardhouse.
A. Yes.
Q. Did you have to speak to the guard?
A. I believe we did, yes, told him who we were.
Q. Did you have to sign anything when you went in or left?
A. I do not remember that.
Q. After you sold your interest in T-K, did Abbott remain a Tewes customer?
A. Yes.
Q. During this time period when you weren't driving this particular account, who would the

other drivers have been who might have driven this account?

A. I don't remember the driver's name or even what he looked like.
Q. You don't recall the drivers from T-K.
A. No.
Q. How was Abbott billed? I'm talking now about by T-K for the business that you ran. How were they billed?
MS. CLOKEY: Object to the form of the question.
MR. BECK: So do I. It misstates the testimony.
MS. CLOKEY: Do you understand the question?
THE WITNESS: No.
MS. CLOKEY: Can you rephrase it?
MR. RODRIGUEZ: Yes.
BY MR. RODRIGUEZ:
Q. During the time period that they were a T-K customer, so for the testimony you just gave that Abbott Park was a T-K account --
A. Yes.
Q. -- do you know how Abbott was billed for those pickups?

A. No. I had nothing to do with that. That was done from the Tewes Company's office.
Q. Done from their office but on behalf of T-K.
A. Yes.
Q. Well, did you fill out any yardage slips when you left that facility?
A. I don't recall that.
Q. How many times within the last week have you spoken to Mr. Randolph, Jerry?
(WHEREUPON, discussion was had off the record between the witness and Ms. Clokey outside the hearing of other counsel and the court reporter.)
BY THE WITNESS:
A. Twice.
BY MR. RODRIGUEZ:
Q. Before that, had you ever spoken to Mr. Randolph?
A. A long time ago.
Q. When was that?
A. I don't recall exactly when, but a couple years ago, I believe.

Q. Were the two of you alone when you last spoke to him?
During that conversation you had two years ago were you alone?
A. Within the last two days?

6 Q. No, no. The time you spoke to him two
7 years ago.
8 A. No.
9 Q. Who else was with you?
10 A. There would have been an attorney with
11 me, Don Moran.
12 Q. Was anybody else with you during that
13 conversation?
14 A. I don't recall. There must have been
15 someone else. I believe my wife were there, too.
16 Q. Was anybody else present?
17 A. Yes. There was some other attorneys
18 there, too.
19 Q. Do you remember who they were?
20 A. I don't remember.
21 Q. Do you recognize anybody here as having
22 been there?
23 A. Not really.
24 Q. Was Mr. Beck there?

1 Do you know who Mr. Beck is?
2 MS. CLOKEY: The attorney for BFI.
3 BY THE WITNESS:
4 A. No. No, I don't believe he was there.
5 No.
6 BY MR. RODRIGUEZ:
7 Q. Was Mr. Bleiweiss -- Shell, can you
8 identify yourself?
9 Was he there?
10 A. You know, I'm not very good at
11 remembering faces, but there were several attorneys
12 there.
13 Q. Do you recall what you talked about with
14 Mr. Randolph a couple years ago?
15 A. Really, I don't. It is very weak in my
16 memory. I don't recall.
17 Q. I take it though it was about the Yeoman
18 Creek Landfill. Do you remember that?
19 A. It was regarding that, yes.
20 Q. Do you recall whether you talked about
21 specific companies?
22 A. I don't believe we did, no.
23 Q. Do you recall whether you spoke
24 specifically about Abbott?

1 A. No, I don't recall anything about
2 Abbott.
3 Q. Going back to the conversations you have
4 had during the last couple of days with Mr.
5 Randolph --
6 A. Yes.
7 Q. -- was anybody else present during these
8 conversations?

9 A. Yes.
10 Q. Who was that?
11 A. My attorney.
12 Q. Jane?
13 A. Yes.
14 MS. CLOKEY: And your wife.
15 BY THE WITNESS:
16 A. And my wife.
17 BY MR. RODRIGUEZ:
18 Q. And Ruth?
19 A. Yes.
20 Q. What did Mr. Randolph talk to you about
21 during these last couple of days?
22 A. I think it was regarding some
23 documents. He showed us some documents.
24 Q. Did he do anything else other than show

1 you documents?
2 A. No.
3 Q. Do you have any of the documents that he
4 showed you?
5 MS. CLOKEY: Did he give us any documents?
6 BY THE WITNESS:
7 A. No.
8 MS. CLOKEY: No.
9 BY MR. RODRIGUEZ:
10 Q. Did you talk about specific companies?
11 A. No.
12 Q. Did you talk about Abbott at all during
13 this conversation?
14 A. No, we did not.
15 Q. Did he speak to you about anything else
16 other than the documents that he showed you?
17 A. Not that I remember, no.
18 MR. RODRIGUEZ: Can I take one minute?
19 (WHEREUPON, discussion was had
20 off the record.)
21 BY MR. RODRIGUEZ:
22 Q. Did Mr. Randolph talk to you at all
23 about Ole's testimony?
24 A. No.

1 Q. Have you reviewed the transcript of
2 Ole's, your brother's, deposition?
3 A. No, I have not.
4 Q. I want to switch gears just for one
5 second and ask you whether Goodyear was a Waukegan
6 Disposal customer.
7 A. No.
8 Q. Were they a National Disposal customer?
9 A. Yes.
10 Q. How do you know that?
11 A. I don't really know how I got to know

12 that, but I knew it was a National Disposal
13 account.
14 Q. Do you know where their wastes were
15 disposed of?
16 A. It was disposed of at the Yeoman Creek
17 Landfill.
18 Q. How do you know that?
19 A. Because it was hauled in there by the
20 National Disposal trucks.
21 Q. Do you know what types of wastes they
22 sent to the landfill?
23 A. No, I don't.
24 Q. Do you know when they first became a

1 pickups in the winter than there was in the
2 summer. Maybe some of them didn't even get picked
3 up in the winter.
4 Q. Did you have the Waukegan Park District
5 account from the time that you purchased Fargaard's
6 accounts until you merged with BFI?
7 A. No, I don't believe we did. I believe
8 we lost it to T-K.
9 Q. So that would be --
10 A. In '69.
11 Q. -- '69 or '70.
12 A. Yes.
13 Q. You testified about all of these other
14 waste haulers. Were there any other truck -- I
15 would call them trucking companies. Now, you
16 mentioned Newsom for Abbott.
17 Were you familiar with other trucking
18 companies in the Waukegan area at that time that
19 were not necessarily refuse haulers who you would
20 see from time to time at the landfill site?
21 A. Once in a great while, when it was very
22 muddy at the landfill, we would see Dan Lodesky

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL
5 DISTRICT NO. 60, et al.,
6 Plaintiffs,) VOLUME II
7 v.) Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.) Judge Leinenweber
9 Defendants.) Magistrate Judge Rosemond
10
11
12 September 29, 1993
13 9:40 a.m.
14
15 The deposition of MARVIN LEROY POWLES,
16 SR. resumed pursuant to adjournment at Suite 7200,
17 233 South Wacker Drive, Chicago, Illinois.
18
19
20

1 3, which appears to be the list for National
2 Disposal.
3 I'm not sure there's a question pending
4 now at this point.
5 MR. ZAPINSKI: I know.
6 MR. RANDOLPH: Okay.
7 MR. ZAPINSKI: Let's take a short break right
8 now. I'll work through this.
9 MR. RANDOLPH: Off the record.
10 (WHEREUPON, a recess was had.)
11 BY MR. ZAPINSKI:
12 Q. Going back to Exhibit No. 30 -- I
13 apologize for the confusion before the break -- if
14 you would turn to -- it's the bottom of the page
15 marked Page No. 7 and the top of Page 8, there is a
16 list that begins with "Abbott Laboratories" and
17 ends with "Zayre." I'd like you to review that
18 list and tell me if reviewing that list refreshes
19 your recollection as to any other pickups of waste
20 that you made while employed at National Disposal.
21 MR. RANDOLPH: That went to the Yeoman Creek
22 site?
23 MR. ZAPINSKI. Okay. That went to Yeoman
24 Creek.

1 MR. RANDOLPH: So just read to yourself
2 beginning right there, Page 7 on into Page 8
3 (indicating), just down to right here
4 (indicating).
5 The question is after having -- have you
6 read that?
7 THE WITNESS: Yes.
8 MR. RANDOLPH: After having read it, do you
9 have a memory of picking up any additional
10 customers' waste during that period of time and
11 taking it to Yeoman Creek, other than what you have
12 already testified to?
13 THE WITNESS: No.
14 Maybe to clarify, the monkey was not in
15 the crate. It was on top of my garbage truck. It
16 was in the crate, and when I threw it in the
17 garbage truck, it busted the crate and it came up
18 on top of it and they came and caught it.
19 MR. ZAPINSKI: I'm going to defer to Abbott's
20 attorney to ask about the monkey.
21 BY MR. ZAPINSKI:
22 Q. With regard to American Hospital Supply,
23 do you recall where American Hospital Supply Corp.
24 is located?

1 MR. RANDOLPH: Is now or was during the
2 sixties?

3 MR. ZAPINSKI: Was during the sixties.
4 BY THE WITNESS:
5 A. No. I really don't know where it was
6 during the sixties.
7 BY MR. ZAPINSKI:
8 Q. Do you recall picking up any waste at
9 American Hospital Supply Corporation during your
10 period of employment with National Disposal?
11 A. No. I never personally ever picked any
12 up.
13 Q. Do you know if anybody at National
14 Disposal picked up waste from American Hospital
15 Supply Corporation?
16 A. If anybody, it would have been Charles
17 Iverson.
18 Q. Do you know if Mr. Iverson ever picked
19 up any waste there?
20 A. No, I do not.
21 Q. You have already testified about Anchor
22 Hocking. My question to you is whether reading
23 this line in Exhibit No. 30 helps you to remember
24 anything further about when you picked up waste at

A. Yes.
Q. Was it picked up by mechanical device? Is that how the container was emptied?
A. Yes.
Q. Either before or while you were emptying it, did you have occasion to see what was in the containers?
A. Yes.
Q. Can you tell me what you saw in the container?
A. Mainly office papers. I can't think of anything else.
Q. Do you recall ever seeing oil cans in there?
A. No.
Q. Rags?
A. No.
Q. No, you didn't see them or no, you don't recall seeing cans or rags?
A. I didn't see them.
Q. Did you get a good enough look at the contents of the containers at these buildings that, for example, if there was a can or a rag in there you would have seen it?

A. It dumps it all in the truck at one time, and I never searched the garbage.
Q. And you never searched the garbage. Is that what you said?
A. Right. I wouldn't get in there and move it around.
Q. Is that true at City Hall or city buildings or was that true generally?
A. That was true generally.
Q. Yesterday I think you testified that Abbott was a National Disposal customer.
Do you remember that testimony?
A. Yes.
Q. Can you tell me whether you personally ever picked up garbage at Abbott?
A. Yes.
Q. Can you tell me the time period in which you were picking up at Abbott?
(WHEREUPON, there was a short interruption.)
BY THE WITNESS:
A. What was the question again?
BY MR. RODRIGUEZ:
Q. The question was the time period that

you picked up garbage at Abbott.
A. No. I really can't come up with dates.
Q. Was Abbott on the commercial route?

4 A. Yes.
5 Q. I think you testified yesterday there
6 was only one commercial route.
7 A. Yes.
8 Q. Do you recall whether Abbott was on that
9 route when you started driving the commercial
10 route?
11 A. Yes.
12 Q. Yes, it was on the route?
13 A. Yes.
14 Q. Was it still on the route when you ended
15 driving, when you stopped driving the commercial
16 route?
17 A. No.
18 Q. Yesterday I think you testified that
19 there were some accounts that were added or deleted
20 from the route.
21 Was Abbott then one of the accounts that
22 was dropped from that commercial route?
23 A. Yes.
24 Q. Do you recall when that was?

1 A. No, I don't.
2 Q. How would you know that an account had
3 been dropped from the route?
4 A. The office told me.
5 Q. Who in the office would tell you?
6 A. Laddie Sage.
7 Q. Pardon me.
8 A. Laddie Sage.
9 Q. And you are going to have to help me
10 again. Who was Laddie Sage?
11 A. He was the gatekeeper at Yeoman Creek
12 Landfill.
13 Q. Would Laddie give you a route map or
14 would he just tell you each morning you're not to
15 pick up at a particular account any more?
16 A. He would verbally tell me that an
17 account had canceled.
18 Q. Was it earlier in the day that you
19 picked up at Abbott or later in the day?
20 A. Earlier.
21 Q. Was it typically part of the first load
22 that went to the landfill?
23 A. Yes.
24 Q. Was it one of the first stops?

1 A. I don't remember.
2 Q. Where was the Abbott facility?
3 A. On Waukegan Road south of Buckley Road.
4 Q. Do you know what they did there?
5 A. Not firsthand, no.
6 Q. Well, did somebody ever tell you what

7 they did there?
8 A. Well, it appeared to be mainly office
9 buildings in that complex.
10 Q. Did anybody ever tell you what they did
11 there?
12 A. No.
13 Q. Do you recall what the plant looked
14 like?
15 A. It was a park. It was spread out
16 different buildings.
17 Q. Do you recall how many buildings?
18 A. I believe when I was picking it up there
19 was four buildings.
20 Q. Do you recall the entrance to the
21 facility?
22 A. Yes.
23 Q. Was there a guard at the entrance?
24 A. Yes.

1 Q. Did you ever have to speak to the guard
2 to get in?
3 A. No.
4 Q. You did not have to speak to the guard.
5 A. No.
6 Q. Did you have to sign anything to get
7 through the gate?
8 A. No.
9 Q. How many containers did they have at
10 Abbott?
11 A. I don't know.
12 Q. Do you remember what kind of containers
13 they had?
14 A. They had one yard dock containers.
15 Q. I think you testified yesterday dock
16 containers are the ones on loading docks, is that
17 correct?
18 A. Yes.
19 Q. Did they have dock containers at each of
20 the buildings?
21 A. I don't remember.
22 Q. Did they have a loading dock at each of
23 the buildings?
24 A. I don't remember that either.

1 Q. Did any of the buildings have a loading
2 dock?
3 A. One that I remember.
4 Q. So that, to the best of your
5 recollection, you can only say for sure that there
6 was one dock container, is that correct?
7 A. No.
8 Q. Were there more?
9 A. There was more than one container at

10 that building.
11 Q. Okay. How many containers were at that
12 building?
13 A. As I recollect I usually picked up five
14 to six a day.
15 Q. You only made one stop at Abbott each
16 day?
17 A. Yes.
18 MR. RANDOLPH: Do you mean one time at the
19 park in general or do you mean one stop within the
20 park?
21 MR. RODRIGUEZ: I'm sorry.
22 BY MR. RODRIGUEZ:
23 Q. One time at the park in general?
24 A. Right. One time a day.

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1 Q. I'm not sure if I asked you this, but
2 did you go to Abbott every day?
3 A. Yes.
4 Q. Were the containers inside or outside?
5 A. Inside.
6 Q. Did you have to speak to anybody when
7 you were at Abbott?
8 A. Usually I had to have someone sign the
9 ticket.
10 Q. Abbott was one of those accounts where a
11 ticket was actually signed by an Abbott employee?
12 A. I believe so, yes.
13 Q. So each day you were there you had to
14 see somebody from Abbott.
15 A. Yes.
16 Q. Did you deal with the same person every
17 day?
18 A. I don't remember.
19 Q. How did you gain access to the building?
20 A. The dock workers were always there and
21 the door was open.
22 Q. Did you go in through an overhead door?
23 A. Backed up to a dock and used overhead
24 doors.

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1 Q. But the dock itself, was it inside or
2 outside? The dock itself I'm talking about.
3 A. It was inside.
4 Q. And there was an overhead door?
5 A. Yes.
6 Q. You went through the door to get to the
7 dock?
8 A. No. The dock came right up to the edge
9 of the door.
10 Q. Okay.
11 A. The door closed on the dock.
12 Q. Facing --

13 A. My truck was outside. The dock was
14 right at the edge.
15 Q. Were mechanical devices needed to unload
16 the containers at Abbott?
17 A. No.
18 Q. How were they unloaded?
19 A. Dock containers. You just tip them.
20 Q. Were you the person that unloaded the
21 containers?
22 A. Yes.
23 Q. Do you recall or do you have a memory
24 about what the contents of the containers were at

1 Abbott?
2 A. Office papers, lunchroom papers and
3 corrugated.
4 Q. Do you recall anything else being in
5 their containers?
6 A. No.
7 Q. By "lunchroom," I take it you mean --
8 A. Where the people had their lunch.
9 Q. Cafeteria waste?
10 A. I don't believe they had a cafeteria
11 there. Bag lunches.
12 Q. Bag lunches.
13 Do you recall ever making any special
14 runs to Abbott?
15 A. No.
16 Q. Do you recall whether the contents of
17 the containers remained the same over time?
18 A. I don't remember any changes.
19 Q. Okay. Why don't we deal with the
20 monkey? I'm going to show you what has been marked
21 Exhibit 30.
22 A. I have got to get my glasses.
23 Q. First of all, I want to ask you again
24 you didn't prepare this document when it was

1 originally prepared, did you?
2 A. No.
3 Q. Do you recall preparing any portion of
4 this document? You can take a look at it again, if
5 you would like.
6 A. I remember being questioned about some
7 of these things.
8 Q. Do you recall when that was?
9 A. No, I don't.
10 MR. RANDOLPH: Excuse me one second.
11 (WHEREUPON, discussion was had
12 off the record between the witness
13 and Mr. Randolph outside the
14 hearing of other counsel and the
15 court reporter.)

16 MR. RANDOLPH: Go ahead. I'm sorry.
17 BY MR. RODRIGUEZ:
18 Q. Do you recall who it was that questioned
19 you about this?
20 A. No.
21 Q. Exhibit 30 appears to have been signed
22 by a Robert Gulley from Browning-Ferris Industries
23 of Illinois or on behalf of Browning-Ferris
24 Industries of Illinois.

1 Do you know a Robert Gulley?
2 A. I don't remember him.
3 Q. The name doesn't ring a bell?
4 A. No.
5 Q. Again, I think I asked you whether you
6 had -- and I'm not sure whether I got an answer or
7 not. I'm going to ask it again.
8 When was it that you were questioned
9 about the things that are discussed in Exhibit 30?
10 A. I don't remember.
11 Q. Were you still with Browning-Ferris?
12 A. I don't remember the meeting or the
13 lawyer so I wouldn't know.
14 Q. You think it was a lawyer that
15 questioned you about this.
16 A. I don't know. I'm just -- I'm sorry. I
17 assumed. Shouldn't assume.
18 Q. But you do recall being questioned about
19 it.
20 A. I don't remember this particular time.
21 Q. You were still employed with
22 Browning-Ferris during the summer of 1989, were you
23 not?
24 A. Yes.

1 Q. At that time were you in Wilmette?
2 A. No.
3 Q. Were you in the Waukegan district?
4 A. Yes.
5 Q. Were you the district manager at that
6 time?
7 A. Yes.
8 (WHEREUPON, Mr. William P. Anderson
9 entered the deposition proceedings.)
10 BY MR. RODRIGUEZ:
11 Q. Where was your office at that time?
12 That was Ernie Krueger Circle?
13 A. Yes.
14 Q. Where was your supervisor's office?
15 A. Schaumburg.
16 Q. Do you recall ever going to Schaumburg
17 to discuss the matters that are discussed in
18 Exhibit 30?

19 A. I just don't recall that.
20 Q. Who was your supervisor at that time?
21 A. Everett Vandermeulen.
22 Q. You have no recollection of Mr.
23 Vandermeulen ever asking you about the matters that
24 are discussed in Exhibit 30?

1 A. No.
2 Q. Were there any attorneys that worked in
3 Schaumburg that you know of?
4 A. I don't know.
5 Q. BFI didn't have any attorneys at Ernie
6 Krueger Circle.
7 A. No.
8 Q. Do you have any recollection of any
9 conversations relating to the Yeoman Creek Landfill
10 during the late eighties while you were employed at
11 BFI?
12 A. I probably was asked some questions, but
13 I do not recall.
14 Q. So you have no specific recollection of
15 ever being interviewed or questioned about the
16 Yeoman Creek Landfill while you were at BFI in the
17 late eighties.
18 A. Right.
19 Q. During that same time period while you
20 were at BFI, did you have any conversations with
21 Ole Kirkegaard about the Yeoman Creek Landfill?
22 A. I don't recall any.
23 Q. Do you recall having conversations with
24 anyone during that time period about the Yeoman

1 Creek Landfill?
2 MR. RANDOLPH: You are asking if he recalls
3 any specific conversations again?
4 MR. RODRIGUEZ: Right.
5 MR. RANDOLPH: Okay.
6 BY THE WITNESS:
7 A. No.
8 BY MR. RODRIGUEZ:
9 Q. Can you turn to Page 7 of that exhibit?
10 Can you review that last paragraph? Take a moment
11 to look at that last paragraph on Page 7.
12 Are you done reviewing it?
13 A. Yes.
14 Q. Based on that review of this paragraph,
15 which I take it you didn't write that particular
16 paragraph, is that correct?
17 A. No, I did not write it.
18 Q. Okay. Based on your review of that
19 paragraph, do you have a memory, a specific
20 recollection of any unique occurrence while you
21 made a stop at Abbott Labs?

22 A. I was backing up to the dock, and these
23 fellows are standing out there on the dock and they
24 were laughing at me. When I backed up, they told

1 me to lock up. There was a monkey on top of the
2 truck.
3 Q. Is this while you were backing in or
4 backing out?
5 A. You didn't back out because you never
6 went in. That's the dock I'm talking about. You
7 backed up to the dock so you're backing up to it.
8 Q. Okay. Was this after you had unloaded
9 the containers into the truck?
10 A. No.
11 Q. This was before you had unloaded the
12 Abbott containers?
13 A. Yes.
14 Q. And you stepped out of the truck at that
15 point and looked and saw a monkey on top of the
16 truck?
17 A. Yes.
18 Q. Did you see the monkey get up there?
19 A. No.
20 Q. What happened to the monkey?
21 A. They called the monkey-catching crew.
22 Q. And what did they do?
23 A. They caught him.
24 Q. I take it the monkey never ended up in

1 the truck.
2 A. I don't know.
3 MR. RANDOLPH: Never is a long time.
4 BY MR. RODRIGUEZ:
5 Q. That day the monkey didn't end up in the
6 truck.
7 A. I really don't know. Well, I guess --
8 the monkey did crawl down in the garbage when they
9 came to get him and then they got him out.
10 Q. Okay. And they took him away?
11 A. Yes.
12 Q. At that point you unloaded the dock
13 containers into the truck.
14 A. Yes.
15 Q. And you left.
16 A. Right.
17 Q. Do you recall any other unique
18 circumstances or events that happened while you
19 were at Abbott?
20 A. No.
21 Q. After reviewing this paragraph in
22 Exhibit 30, do you recall anything else about what
23 was in the containers at Abbott?
24 A. No. No.

Q. So your prior testimony would remain the same, you saw office papers --
A. Yes.
Q. -- lunchroom and corrugated, is that correct?
A. Yes.
Q. You don't remember any changes over time.
A. No.
Q. Yesterday you also testified that Abbott hauled its own waste to the landfill.
Do you recall that testimony?
A. Yes.
Q. I take it by "Abbott" you meant Abbott Laboratories, also.
A. Yes.
Q. Okay. How is it that you know that Abbott Laboratories hauled its own waste to the landfill?
A. I would see their trucks in the landfill.
Q. During what time period was this?
A. I guess you might say six years that I was there.

Q. Can you describe the trucks?
A. Really the only ones that I remember is the dump trucks.
Q. Describe the dump truck for me.
A. Just a regular dump truck.
Q. What color was it?
A. Let's see. I can't remember.
Q. How big was it?
A. Average size dump truck.
Q. What is an average size?
A. Six, ten yards.
Q. How do you know they were Abbott trucks?
A. They had the Abbott logo on them.
Q. They had the logo on them?
A. Yes.
Q. Can you describe the logo?
A. No.
Q. Did it say "Abbott" on the truck.
A. Yes.
Q. So it had both the logo and "Abbott" on the truck?
A. I believe it had "Abbott" in the logo.
Q. Do you recall any other truck?
A. No, I really don't, not at that time

period.
Q. Do you recall any other trucks during any time period?
MR. RANDOLPH: At Yeoman Creek or Abbott trucks of any kind?
MR. RODRIGUEZ: Well, he was the one that limited it. I'm just wondering if he knows of any other Abbott trucks.
MR. RANDOLPH: I understand, but you are asking him now just so I'm clear all the way up to the present time.
MR. RODRIGUEZ: Yes.
MR. RANDOLPH: Okay.
BY THE WITNESS:
A. Yes.
BY MR. RODRIGUEZ:
Q. What other kinds of Abbott trucks do you know about?
A. 25-yard, 2-R leach.
Q. 25-yard?
A. 2-R.
Q. 2-R?
A. 2-R leach.
Q. Okay. How do you know about those

trucks or that truck?
A. They were dumping -- I don't know whether they still are. It went to Winthrop Harbor Landfill.
Q. Do you recall ever seeing the 25 yard leach trucks at Yeoman Creek?
A. I don't know whether they existed at that time. No.
Q. So you didn't see it.
A. No.
Q. Was it a dump truck or were there more than one dump truck?
A. I don't know.
MR. RANDOLPH: We have been at it over an hour. Are you wrapping up?
MR. RODRIGUEZ: I'm getting pretty close, yes.
BY MR. RODRIGUEZ:
Q. How often did you see the dump trucks at the landfill?
A. Occasionally.
Q. Would occasionally mean every day, once a week? Can you put a reasonably accurate estimate on it? If you can do it --
A. No. I have no idea.

Q. But you didn't see them there every day.

3 A. I don't remember.
4 Q. So you have no recollection then other
5 than occasionally as to how often you might have
6 seen an Abbott dump truck at the landfill.
7 A. Correct.
8 Q. Did you have occasion to speak to any of
9 the drivers of these trucks?
10 A. No.
11 Q. Did you ever have occasion to see the
12 contents of the truck?
13 A. I don't ever remember seeing contents.
14 Q. So you never looked inside one of the
15 Abbott trucks.
16 A. No.
17 Q. Did you ever see one of the Abbott
18 trucks unload at the landfill?
19 A. Not that I can recall.
20 Q. I just have one or two questions about
21 your testimony yesterday with respect to Goodyear.
22 I think yesterday you said you used to
23 take what sounded to be salvageable -- I know that
24 wasn't your word, but that's my word -- things out

1 of Goodyear's waste stream. I think you said there
2 was led or brass fittings that they were getting
3 rid of.
4 A. Yes.
5 Q. Were there ever occasions where you
6 didn't take that stuff and sell it?
7 A. No.
8 Q. Did their waste stream change over
9 time -- strike that.
10 For the whole time that you were driving
11 the commercial route, did they always have these
12 types of materials in their garbage?
13 A. Yes.
14 Q. Were they on the commercial route before
15 you started driving -- at the time that you started
16 to drive it?
17 A. Yes.
18 Q. I think yesterday you testified that you
19 were fired by BFI in May of '91, is that correct?
20 A. Yes.
21 Q. I think you testified earlier today that
22 you met with Mr. Randolph and Mr. Bleiweiss at OMC
23 about a year or year and a half ago, is that true?
24 A. Yes.

1 Q. At the time that you met with them, were
2 you still employed with BFI or had you already been
3 terminated?
4 A. I had been terminated.
5 Q. Were Mr. Randolph and Mr. Bleiweiss the

6 only people present during that interview?
7 A. I believe there was an OMC lawyer.
8 Q. Did they discuss with you at that time
9 whether Abbott had ever used the Yeoman Creek
10 Landfill?
11 MR. RANDOLPH: I'm going to object and
12 instruct him not to answer.
13 MR. RODRIGUEZ: On what basis?
14 MR. RANDOLPH: Same bases as earlier,
15 attorney-client and work product.
16 MR. RODRIGUEZ: As this morning?
17 MR. RANDOLPH: Yes.
18 MR. RODRIGUEZ: Okay.
19 BY MR. RODRIGUEZ:
20 Q. What did they tell you and what did you
21 tell them about Abbott's use of the landfill?
22 MR. RANDOLPH: Same objections.
23 Same instruction.
24 BY MR. RODRIGUEZ:

1 Q. Did they show you anything at that time
2 in terms of papers, maps or any kinds of papers or
3 documents?
4 MR. RANDOLPH: Same objection.
5 Same instruction.
6 BY MR. RODRIGUEZ:
7 Q. When you met with Mr. Randolph on
8 Monday, did he show you any papers, whether they
9 were maps or letters or notes of any kind, which
10 helped you remember the things you have testified
11 today and yesterday about Abbott?
12 MR. RANDOLPH: My only objection to that
13 question is it has been asked and answered this
14 morning.
15 MR. RODRIGUEZ: No. This is specifically
16 about Abbott.
17 MR. RANDOLPH: Excuse me. That was asked
18 generally, but I'll withdraw the objection.
19 You go ahead and answer that question,
20 if we showed you anything to refresh your memory
21 about Abbott on Monday.
22 BY THE WITNESS:
23 A. No.
24 BY MR. RODRIGUEZ:

1 Q. Did he tell you anything that helped you
2 remember your testimony today about Abbott and the
3 Yeoman Creek Landfill?
4 MR. RANDOLPH: Objection.
5 Instruct him not to answer.
6 BY MR. RODRIGUEZ:
7 Q. Okay. I just want to make sure I have
8 got this clear. At the time from 1963 to 1969 you

9 were only employed as a helper and a driver at BFI,
10 is that correct?
11 A. That's correct.
12 MR. RODRIGUEZ: I have no further questions --
13 MR. RANDOLPH: Could we take about a
14 five-minute break?
15 MR. RODRIGUEZ: -- at this time. I think I
16 might be coming back for a short follow-up, too,
17 when we are all done so I'll be back, but literally
18 for five minutes.
19 MR. RANDOLPH: Okay. Let's take five
20 minutes.
21 (WHEREUPON, a recess was had.)
22 BY MR. RODRIGUEZ:
23 Q. Mr. Powles, is Mr. Bleiweiss now or has
24 he ever been your lawyer?

1 A. No.
2 MR. RODRIGUEZ: Now, you are going to have to
3 help me with your last name (indicating).
4 MR. AHUJA: Ahuja.
5 BY MR. RODRIGUEZ:
6 Q. Is this gentleman here (indicating)?
7 MR. RANDOLPH: Ahuja.
8 BY MR. RODRIGUEZ:
9 Q. Has Mr. Ahuja ever been your lawyer?
10 MR. RANDOLPH: Okay. As I explained on the
11 record this morning, as a former BFI employee --
12 MR. RODRIGUEZ: I'm asking the witness.
13 MR. RANDOLPH: I know, but I'm making a
14 statement for the record that we are
15 representing -- both Mr. Ahuja and certainly myself
16 are representing Mr. Powles in his capacity as a
17 former management person at BFI. I'll state that
18 for the record
19 You can answer the question.
20 MR. RODRIGUEZ: You're representing him as a
21 former management --
22 MR. RANDOLPH: And a former employee of BFI,
23 correct.
24 Go ahead. You can answer the question.

1 BY THE WITNESS:
2 A. Well, I guess now they are. Never
3 before.
4 BY MR. RODRIGUEZ:
5 Q. Okay. Never before today?
6 A. That's correct.
7 Q. Okay. So on Monday, when you met with
8 these gentlemen, they were not your attorneys, as
9 you understood it.
10 A. Well, I understood they were BFI
11 attorneys.

12 Q. Okay. When you had the meeting with Mr.
13 Bleiweiss and Mr. Randolph and the OMC lawyer, at
14 that time you did not have an understanding or it
15 was not your impression or they were not, as you
16 knew it, your lawyers.
17 MR. RANDOLPH: I'm not sure I understand that
18 question at all.
19 MR. RODRIGUEZ: Okay. I'll rephrase it.
20 BY MR. RODRIGUEZ:
21 Q. At the time that you met with Mr.
22 Bleiweiss and Mr. Randolph and the OMC lawyer a
23 year and a half ago, at that time you did not
24 understand them as representing you, as being your

1 attorneys.
2 MR. RANDOLPH: As his personal attorney?
3 MR. RODRIGUEZ: As his attorney however he
4 understands it.
5 BY THE WITNESS:
6 A. Not my personal attorney, no.
7 BY MR. RODRIGUEZ:
8 Q. As your attorney in any capacity?
9 A. No. Well, no. I took them as BFI --
10 representing BFI.
11 MR. RODRIGUEZ: Okay. Thank you.
12 EXAMINATION
13 BY MR. SEIDMAN:
14 Q. During the time you were a driver on the
15 commercial route for National Disposal, what size
16 was the commercial truck that you drove?
17 A. 17 yard leach push-out.
18 Q. Is there some significance to the term
19 "push-up"?
20 A. Push-out.
21 Q. Push-out?
22 A. Yes.
23 Q. Is there some significance to the term
24 "push-out"?

A. Black mainly.
Q. What type of odor did it have?
A. It had a sewage odor.
Q. What happened to that waste?
A. Went to Yeoman Creek Landfill.
Q. Did you pick up that waste both when you were primarily assigned to the commercial route, as well as when you were a sub on the commercial route?
A. Yes.
Q. Do you recall if you dealt with anyone specifically at the North Shore Sanitary District?
A. No, I do not.
Q. Do you ever recall learning that Abbott had any type of a permit to dispose of waste medicines at Yeoman Creek?
A. I wouldn't know that.
Q. Okay. Do you recall any incident in which you learned that a driver for National Disposal was stabbed with a hypodermic needle at a pickup at Victory Hospital?
A. Yes.
Q. Who did you learn that from?
A. Charles Iverson.

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,)
6 Plaintiffs,) VOLUME I
7 v.) Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.) Judge Leinenweber
9 Defendants.) Magistrate Judge Rosemond
10
11
12 The deposition of JOHN VAN PROOYEN,
13 called as a witness herein for examination, taken
14 pursuant to the Federal Rules of Civil Procedure of
15 the United States District Courts pertaining to the
16 taking of depositions, taken before MELANIE JAKUS,
17 a Notary Public within and for the County of
18 DuPage, State of Illinois, and a Certified
19 Shorthand Reporter of said state, at Suite 6600,
20 233 South Wacker Drive, Chicago, Illinois, on the
21 26th day of October, A.D. 1993, at 9:30 a.m.
22
23

left the deposition proceedings.)
BY MR. VARICK:
Q. Mr. Van Prooyen, when you took over as district manager for the Waukegan district, who were the principal industrial customers of Waukegan Disposal?
MR. RANDOLPH: Waukegan Disposal?
MR. VARICK: I'm sorry. Of National Disposal. Thank you. I don't know where my head was.
MR. RANDOLPH: In Waukegan?
BY THE WITNESS:
A. You want large industrial accounts?
BY MR. VARICK:
Q. Yes.
A. Goodyear, American Hospital, Anchor Hocking, U.S. Steel. My mind is going slower at the moment.
Q. It happens to all of us at this point in the day.
Can you recall any others?
A. Not probably without you refreshing my memory.
Q. Those are the ones I was principally

concerned about. Was the waste from --
A. Oh, Abbott Labs.
Q. Can you recall any others?
A. Well, this was later though. I think it was like that shopping center over by Belvidere and Waukegan Road, I think. Montgomery Ward's in there.
Q. Lakehurst?
A. I don't know what it was called any more.
Q. There's Penney's and a Wieboldt's and a Zayre's there?
A. If they were in Lakehurst, we undoubtedly hauled them.
MR. RANDOLPH: The question was do you recall them being --
MR. VARICK: Customers.
MR. RANDOLPH: -- in that shopping center.
BY THE WITNESS:
A. I do not recall that. Okay.
BY MR. VARICK:
Q. Let me take you back to these ones you identified before.
Goodyear. During the time you were

A. That is correct.
Q. Okay. But the other accounts that you have identified though were accounts at the time you took over.
A. To the best of my knowledge, yes.
Q. Okay. Did National have any paint stores as clients or customers during the time you were district manager?
A. I don't know.
Q. In the operation of the landfill, you accepted waste brought in by other hauling or garbage companies, right?
A. That is correct.
Q. Do you remember which companies brought in waste to the landfill at the time you were district manager?
A. There were several.
Q. Can you tell us which ones you recall?
A. Well, of course, Waukegan Disposal, which was Kirkegaard, John Sisson, Century, Jensen, Obenauf. There's more.
Q. How about D & L?
A. D & L.
Q. Any others?

A. And I think there's also Dutton.
Q. Dutton was the "D" in "D & L," right?
A. It could have been. I don't know how they were set up. I really don't remember.
Q. Any others you can think of?
A. Not right now.
Q. How about North Chicago Disposal?
A. Oh, yes. Yes. Jesse Wallace.
Q. Any others?
A. I'm sure there were more than that, but right now I'm having a hard time thinking of it.
Q. Of those, which were the biggest haulers, that is, which were the ones that brought in the most waste to the site?
A. Waukegan Disposal.
Q. Which others?
A. We had a lot from Abbott. We had a pretty good amount from Century. I believe those were the largest.
Q. What was Century's waste like?
A. It was normal rubbish.
Q. Do you know where it came from?
A. I don't like to speculate, but I would just have to answer right now I'm not positive.

A. Those two come to my mind.
Q. Other than Abbott, were there any other companies that brought their own waste to the landfill in the time you were district manager?
A. I can't say for sure. I don't know. It seems to me there were, but I don't know.
Q. Do you recall how often Century brought waste to the landfill?
A. To the best of my knowledge, it was on a daily basis.
Q. What kind of truck did Century bring that waste with?
A. Packer-type truck.
Q. And then occasionally with this dump truck with drums.
A. That's correct.
Q. So as far as you can recall, the packer was brought every day.
A. To the best of my knowledge.
Q. Do you know what the size was of the packer truck?
A. Quite large one. To the best of my knowledge, it was a 25 yard or a 20 yard. It was one of those two.

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,)
6 Plaintiffs,) VOLUME II
7 v.) Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.) Judge Leinenweber
9 Defendants.) Magistrate Judge Rosemond
10
11
12 October 27, 1993
13 9:30 a.m.
14
15 The deposition of JOHN VAN PROOYEN
16 resumed pursuant to adjournment at Suite 6600, 233
17 South Wacker Drive, Chicago, Illinois.
18
19
20
21
22

1 Before August 20 of 1971, do you know
2 whether National Disposal purchased any other
3 Waukegan hauling companies or assets of Waukegan
4 hauling companies?
5 A. To the best of my knowledge, I can't
6 remember any.
7 Q. Okay. So there weren't any other small
8 haulers whose routes National bought.
9 A. Not to my knowledge.
10 MR. VARICK: Okay. I don't have anything
11 further.
12 MR. RANDOLPH: Who's next?
13 MR. RODRIGUEZ: I think maybe I will ask a
14 question or two.
15 Why don't we go off for one minute?
16 (WHEREUPON, discussion was had
17 off the record.)
18 EXAMINATION
19 BY MR. RODRIGUEZ:
20 Q. Mr. Van Prooyen, yesterday I think you
21 testified that Abbott was a customer of the
22 landfill.
23 A. That is correct.
24 Q. Were they a customer of National

1 Disposal's hauling operation as well?
2 A. I don't quite understand the question.
3 Q. Yesterday you said that they were one of
4 the larger industrial customers National had. I
5 guess what I'm trying to find out is whether this
6 was a landfill customer or whether it was a
7 customer that National hauled for.
8 A. At the beginning they were a landfill
9 customer, and at a later time, I do not remember
10 the dates, we hauled some material out of there.
11 Q. When you say "at a later time," was that
12 during the time that you were at the landfill?
13 A. At the time I was there we were picking
14 up at Abbott Park.
15 Q. Did that start while you were there or
16 was National already picking up at Abbott Park when
17 you arrived in '67 or '8 I think you testified?
18 A. I don't really recall, but I believe we
19 were there at that point. I am not certain to that
20 so I would have to say I don't know.
21 Q. Okay. As I understand it, then,
22 National did some pickups for Abbott Park, and your
23 testimony is that Abbott also hauled its own waste
24 to the landfill, is that correct?

1 A. Yes.
2 Q. Okay. Now, you would have billed both

3 of those regardless of whether it was a hauling
4 customer or whether it hauled its own. All of the
5 billing would have gone through you.
6 A. They would have both gone through our
7 office.
8 Q. Did you ever see Abbott trucks at the
9 landfill yourself?
10 A. Yes, I did.
11 Q. Can you describe what those trucks
12 looked like?
13 A. I know they had large --
14 MR. RANDOLPH: Can we specify which kind of
15 trucks we're talking about?
16 MR. RODRIGUEZ: I want him to specify what the
17 trucks looked like.
18 BY THE WITNESS:
19 A. To the best of my knowledge, they had
20 one tandem axle packer truck.
21 BY MR. RODRIGUEZ:
22 Q. I'm sorry. Can you repeat that?
23 A. To the best of my knowledge, they had
24 one tandem axle packer truck. I don't know if they

1 had one or two, but it was a tandem axle, and I
2 don't remember whether it was a Leach body, but it
3 was, I believe, a 25 cubic yard truck, and I recall
4 seeing open-type trucks at the landfill.
5 Q. The tandem axle packer, do you recall
6 what color it was?
7 A. To the best of my knowledge, it was
8 white.
9 Q. Did it have any identifying marks on it?
10 A. To the best of my knowledge, they did
11 not have a name on the truck.
12 Q. An insignia?
13 A. I just don't recall.
14 Q. Did you ever speak to any of the drivers
15 on a packer truck?
16 MR. RANDOLPH: Abbott drivers you mean?
17 MR. RODRIGUEZ: Yes.
18 BY THE WITNESS:
19 A. I don't know. I just don't recall
20 whether I had or not.
21 BY MR. RODRIGUEZ:
22 Q. Did you know who any of the drivers
23 were?
24 A. I sure cannot remember their names, no.

1 Q. Do you remember who you dealt with at
2 Abbott?
3 A. I remember meeting Tony Urban once.
4 That's the only name that rings a bell with me from
5 Abbott.

6 Q. What did Mr. Urban do?
7 A. I don't know what his capacity was with
8 Abbott's exactly.
9 Q. What was the purpose of your meeting
10 with him?
11 A. To the best of my knowledge, when I met
12 Mr. Urban, they wanted a quote, and I believe it
13 was -- I don't know. I don't even remember now
14 what operations were where. I know you had Abbott
15 Park. There was another plant, and they wanted a
16 quote on hauling the rubbish which they were at one
17 time hauling with their 25 packer. They wanted a
18 quote. I was down there with Mr. Northcote from
19 Barrington, the salesman, and at that time I met
20 Tony Urban.
21 Q. So this was a quote on business other
22 than Abbott Park.
23 A. To the best of my knowledge, yes.
24 Q. This was one time you met with Urban.

1 A. That was the only time.
2 Q. Where did you meet with him?
3 A. Somewhere at that plant. I just don't
4 recall where.
5 Q. And Northcote went with you.
6 A. Yes, and we were shown the facilities
7 and where the trash would be and how many pickup
8 locations. That's about all I can remember of
9 that.
10 Q. Can you describe the plant?
11 A. Not really. I cannot, no.
12 Q. Was there more than one building?
13 A. Yes.
14 Q. Can you tell me how many buildings there
15 were?
16 A. No, I sure can't.
17 Q. Can you tell me how many pickup
18 locations there were?
19 A. There were multiple locations. I don't
20 remember how many.
21 Q. How long did this meeting last?
22 A. To the best of my knowledge, we were on
23 their premises two to three hours.
24 Q. Do you remember when this meeting took

1 place?
2 A. I sure don't.
3 Q. Was it while National Disposal still had
4 the landfill contract?
5 A. I don't recall. I just don't remember
6 that date, sir.
7 Q. Did you ever speak to Mr. Urban again?
8 A. Not to the best of my knowledge.

9 Q. Did he ever call National Disposal
10 again?
11 A. I don't know what further conversations
12 he may have had with Mr. Northcote. I'm not aware
13 of that.
14 Q. Did Abbott's plant become a customer of
15 National Disposal? Did you get the business is
16 another way of asking.
17 A. I think at that time, to the best of my
18 knowledge, they continued to haul it themselves.
19 Q. Going back to the packer trucks, do you
20 recall ever seeing a packer unload at the landfill?
21 A. An Abbott packer truck?
22 Q. Yes.
23 A. Yes.
24 Q. When did you see this?

1 A. Daily.
2 Q. Each day you were at the landfill or
3 every day --
4 A. I did not personally see it dump, but by
5 the yardage tickets it was dumped daily generally.
6 Q. So you personally did not see it empty.
7 A. I did not see it every time it came in
8 the landfill, no, sir.
9 Q. Did you ever on any occasion see a
10 packer unload at the landfill?
11 A. Yes.
12 MR. RANDOLPH: Just so we are clear, an Abbott
13 packer?
14 MR. RODRIGUEZ: Yes.
15 BY THE WITNESS:
16 A. Yes.
17 BY MR. RODRIGUEZ:
18 Q. All of my questions for now will be
19 about Abbott packers.
20 A. I understand that. Yes, I had.
21 Q. Okay. How often did you see that?
22 A. Multiple times. I really don't know.
23 Q. Do you think it was more than ten times?
24 A. I couldn't answer that. I really don't

1 know how many times.
2 Q. Did you go to the working face often?
3 A. Almost every day that I was there I
4 would be out there at some point, yes.
5 Q. How often did you say you were at the
6 Waukegan landfill?
7 A. Two to three times per week.
8 Q. Can you describe the contents of these
9 packers?
10 A. No, I really cannot. I'd classify it as
11 general rubbish.

12 Q. Now, on days that you were at the
13 landfill, did you see an Abbott packer there every
14 day that you were there? I'm asking you what you
15 saw up there.
16 A. I'm sure there's been days when I missed
17 it going in, but I saw it many, many times.
18 Q. Okay. On the basis of --
19 MR. RODRIGUEZ: Can we take a minute?
20 (WHEREUPON, discussion was had
21 off the record.)
22 BY MR. RODRIGUEZ:
23 Q. Can you tell me how often Abbott packers
24 were at the landfill?

1 A. How often Abbott's packers?
2 Q. Were at the landfill.
3 MR. RANDOLPH: From either personal knowledge
4 or any other source?
5 MR. RODRIGUEZ: From any other source.
6 BY THE WITNESS:
7 A. From my tickets and such, to the best of
8 my recollection, they were in at least once a day
9 with the packer truck.
10 BY MR. RODRIGUEZ:
11 Q. You anticipated my next question.
12 The way you know that is based on what?
13 A. On my tickets, signed tickets.
14 Q. These would have been the tickets that
15 Laddie would have given these fellows.
16 A. Right, where we keep a copy and the
17 driver keeps a copy.
18 Q. It's on the basis of those tickets that
19 you were able to send information to Barrington for
20 the preparation of a billing statement.
21 A. That is correct.
22 Q. Abbott Park you said was a customer at
23 the time, or I think you said you weren't sure
24 whether they were a customer at the time you went

1 to Waukegan, is that correct?
2 A. At the time I started there, I believe
3 they were. I cannot pinpoint a date when we
4 started at Abbott Park but they were a customer
5 while I was there.
6 Q. Did you yourself ever go to Abbott Park?
7 A. Yes.
8 Q. How often did you go to Abbott Park?
9 A. I was there I only recall one time.
10 Q. What was the purpose of your visit?
11 A. I was doing a time study on the truck.
12 Q. This was a study of your vehicle --
13 A. Of our vehicle, how long it took to pick
14 up each customer.

15 Q. So the study didn't focus on Abbott per
16 se but, rather, on this particular driver and the
17 route.
18 A. That's right, and make sure we were
19 getting paid the proper amount for the time we were
20 spending there.
21 Q. Do you recall what Abbott Park looks
22 like?
23 A. Vaguely. About as much knowledge as I
24 have is that they are red brick buildings, and

1 that's only just -- I can imagine from 20 years
2 ago.
3 Q. You can't recall the number of
4 buildings.
5 A. No. There were multiple pickup
6 locations is all I can tell you.
7 Q. Can you provide a reasonably fair
8 estimate of the number of locations? I don't want
9 you to take a wild guess. If you can give a fair
10 guess.
11 A. I really cannot.
12 Q. Do you recall what type containers they
13 had there?
14 A. They were the one or two yard variety
15 that were on wheels.
16 Q. Did Abbott get billed by the yard?
17 A. Yes, they did.
18 Q. When National Disposal picked up from a
19 customer, they charged that customer by the yard
20 for the pickup service, is that correct?
21 A. I don't quite understand that.
22 Q. Well, when they got charged by National
23 Disposal, what was it exactly that a customer was
24 paying for?

1 A. At Abbott Park you are referring to?
2 Q. Any customer.
3 A. Well, they are paying for -- the
4 container price is figured in there and the hauling
5 charge.
6 Q. There was no tipping charge or tipping
7 fee or dump fee that National Disposal had to pay,
8 is that correct?
9 A. That is correct.
10 Q. Do you recall what you charged your
11 customers for pickup?
12 A. No, I don't remember that.
13 Q. How often were pickups made at Abbott
14 Park?
15 A. To the best of my knowledge, that was a
16 daily stop.
17 Q. When you say, "To the best of your

18 knowledge," are you saying you think it was a daily
19 stop or you're not sure?
20 (WHEREUPON, Mr. Robert W. York
21 entered the deposition proceedings.)
22 BY THE WITNESS:
23 A. Just as much as I can remember, it was a
24 daily stop.

1 BY MR. RODRIGUEZ:
2 Q. It could have been less frequently.
3 MR. RANDOLPH: Objection.
4 BY THE WITNESS:
5 A. To the best of my knowledge, it was a
6 daily stop.
7 BY MR. RODRIGUEZ:
8 Q. Could it have been less frequently?
9 A. I can't answer that.
10 MR. RANDOLPH: Objection as asked and
11 answered.
12 BY MR. RODRIGUEZ:
13 Q. You can't. Is it because you don't
14 know?
15 A. That is correct.
16 Q. Do you know who the driver was that
17 picked up at Abbott Park?
18 A. To the best of my knowledge, it was
19 Marvin Powles.
20 Q. Well, was Powles the driver that would
21 have driven all the industrial accounts during that
22 period of time that you were there?
23 A. Most of the packer-type accounts, yes.
24 For part of that period, not the whole period.

1 Q. Who else would have driven it during
2 that period?
3 A. I believe, to the best of my knowledge,
4 his brother, Jerry, ran it after Marvin. It was
5 either Jerry Powles or Charles Iverson. I do not
6 recall which one.
7 MR. RANDOLPH: Gabe, we have been at it a
8 little over an hour. Can we take a short break?
9 MR. RODRIGUEZ: Yes.
10 (WHEREUPON, a recess was had.)
11 (WHEREUPON, Mr. Steven B. Varick
12 left the deposition proceedings.)
13 BY MR. RODRIGUEZ:
14 Q. Mr. Van Prooyen, I think right before we
15 took the break you were telling me that Marvin
16 Powles was the regular driver of that route and
17 that at some point Jerry Powles or Charles Iverson
18 may have driven that route as well.
19 A. To the best of my knowledge, yes.
20 Q. Do you recall ever having any

21 conversations with any of those three gentlemen
22 about the Abbott account specifically?
23 A. No, I do not recall any specific
24 conversations.

1 Q. Was Abbott Park a customer of National
2 Disposal up until the time National Disposal lost
3 the contract to operate the landfill?
4 A. I can't remember that, the dates. I
5 can't remember that exactly.
6 Q. Once National lost the landfill account,
7 I know that you have testified you can't recall
8 what landfill National Disposal used thereafter,
9 but what happened to the industrial accounts that
10 National was servicing prior to losing the
11 contract?
12 A. We continued picking them up.
13 Q. You retained those customers.
14 A. To the best of my knowledge, yes.
15 Q. So you had lost the residential account
16 for the city of Waukegan, but you were able to
17 retain your business with industrial customers.
18 A. That is correct.
19 Q. Do you recall whether you lost any of
20 those customers as a result of losing the contract?
21 A. I don't recall losing any more than we
22 normally lost back and forth through the
23 competition.
24 Q. So losing the landfill contract itself

1 didn't lead to any kind of degradation of your
2 industrial business.
3 A. Not to the best of my knowledge.
4 Q. Okay. You also mentioned that you saw
5 some open trucks.
6 A. That is correct.
7 Q. Abbott trucks?
8 A. Yes, sir.
9 Q. Can you describe those trucks?
10 A. To the best of my knowledge, it was an
11 open bed dump type truck.
12 Q. Did it have any identifying marks on
13 them?
14 A. Not that I can really recall.
15 Q. How often did you see that truck?
16 A. Periodically. I cannot say how many
17 times. I don't know.
18 Q. Did you ever see the contents of that
19 truck?
20 A. To the best of my knowledge, it usually
21 came in with drums.
22 Q. What kind of drums were there?
23 A. To the best of my knowledge, most of

24 those were the 55 gallon type drums.

1 Q. Steel drums?
2 A. To the best of my knowledge, yes.
3 Q. Did you ever speak to the driver of that
4 dump truck?
5 A. I don't recall any conversation with the
6 driver.
7 Q. Do you know who the driver was?
8 A. I do not.
9 Q. How were those shipments to the landfill
10 billed?
11 A. On a ticket basis, on the yardage. I
12 believe it was, yes.
13 Q. Would the yardage for a drum shipment
14 like that be estimated?
15 A. I just don't recall exactly how -- if it
16 was a per drum charge. I would imagine that it
17 was. To the best of my knowledge, it was charged
18 per drum.
19 Q. Rather than a per yardage charge.
20 A. To the best of my knowledge, yes.
21 Q. So as you were reviewing your tickets to
22 prepare your summary to send to Barrington, would
23 you be able to tell from the tickets then whether
24 you were looking at a shipment that was a drum

1 shipment as opposed to a packer shipment?
2 A. Yes.
3 Q. Do you recall from looking at the
4 tickets how frequently a drum shipment would have
5 come into the landfill as compared to packer
6 shipment?
7 A. I really can't. I really don't know.
8 It was not on a daily basis. That I do know.
9 Q. So it would have been less frequent than
10 the packer.
11 A. To the best of my knowledge, yes.
12 Q. Did you ever see those trucks unload?
13 A. Yes.
14 Q. How often did you see that?
15 A. I don't recall the frequency.
16 Q. Did you see it more than once?
17 A. I would say that I saw it at least
18 once. I don't recall the frequency of it.
19 Q. On that occasion that you saw the drum
20 shipment unload or the open truck unload, can you
21 describe how it was unloaded?
22 A. I can remember one time when I was
23 watching because it kind of caught my eye. There
24 was a drum being dumped. It was tipped over onto

1 the tailgate, and the cover on top of the drum was
2 opened up, and the liquid was poured out onto the
3 ground, and the drum was retained by the driver.
4 Q. And this was poured into the landfill.
5 A. Yes.
6 Q. Did you watch that entire shipment
7 unload?
8 A. I don't recall.
9 MR. RANDOLPH: Let him finish his question.
10 THE WITNESS: I'm sorry.
11 BY MR. RODRIGUEZ:
12 Q. Did you see the entire shipment unload?
13 A. On that particular day, I don't remember
14 whether I stayed there for the whole truck or not.
15 I don't recall.
16 Q. But you recall seeing at least one drum
17 being --
18 A. Yes, I do, very vividly.
19 Q. Do you recall this vividly because it
20 surprised you?
21 A. Yes, because you didn't see that that
22 often.
23 Q. You didn't see what that often?
24 A. Someone dumping a drum out and retaining

1 the drum.
2 Q. The retaining of the drum was the
3 surprising part.
4 A. Just opening up the drum. Many times
5 the drums were just pushed off the truck and left,
6 but on this occasion the drum was emptied, the
7 cover put back on and it was retained on the
8 truck.
9 Q. That particular method, either dumping
10 the drum in the landfill or the pouring of the
11 liquid out of the drum, neither of those methods of
12 disposal were anything that National Disposal
13 prohibited, was it?
14 A. Not to the best of my knowledge.
15 Q. Well, you ran the landfill.
16 A. Yes.
17 Q. You didn't stop the Abbott truck from
18 unloading in that fashion.
19 A. No, I did not.
20 Q. Do you recall ever seeing any other
21 customer unload their drums in that fashion?
22 A. Yes, I did.
23 Q. Do you recall who that customer was?
24 A. To the best of my knowledge, it was

1 Century Disposal.

2 Q. Century unloaded in the same fashion by
3 opening the drum, pouring the liquid onto the
4 ground and retaining the drum.
5 A. That is correct.
6 Q. With respect to the Abbott truck, do you
7 recall what the liquid looked like?
8 MR. RANDOLPH: Just for the record, this was
9 all gone over yesterday. I don't know if you were
10 here. These had been asked at some length before,
11 but go ahead.
12 MR. RODRIGUEZ: Well, I'm talking specifically
13 about Abbott.
14 MR. RANDOLPH: I'm sorry. I thought you were
15 focusing back on Century. You're right. I'll
16 withdraw the objection.
17 BY THE WITNESS:
18 A. To the best of my recollection, it was a
19 darker-colored material. It flowed quite freely,
20 and it was just a liquid. I do not recall like any
21 sludge coming out with it. It was a liquid, a dark
22 liquid.
23 BY MR. RODRIGUEZ:
24 Q. Were you at the working face of the

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1 landfill when you saw this drum being emptied?
2 A. At that particular time, yes.
3 Q. Did you speak to anybody at that time?
4 A. I don't recall.
5 Q. Did you speak to anybody after that
6 about this particular incident?
7 A. I just can't remember that.
8 Q. Can you say whether this was a regular
9 occurrence, Abbott's open truck coming to the
10 landfill?
11 A. I don't remember the frequency of it,
12 sir.
13 Q. So you can't say whether it was a
14 regular occurrence or an irregular occurrence.
15 MR. RANDOLPH: Can you define what you mean by
16 "regular" for the witness?
17 MR. RODRIGUEZ: Whether it happened one time,
18 two times or whether this was something that
19 happened on a monthly basis.
20 BY THE WITNESS:
21 A. I don't know. I don't remember.
22 BY MR. RODRIGUEZ:
23 Q. Do you recall ever talking to Elmer
24 about this particular method of disposal?

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1 A. I don't recall a conversation.
2 Q. I take it you never spoke to any of the
3 drivers from Abbott about this particular method of
4 disposal.

5 A. I don't remember speaking to an Abbott
6 driver about that.
7 Q. Do you recall whether Abbott, even after
8 1969 now, ever was a BFI customer?
9 A. I don't remember. I just can't recall.
10 Q. You can't recall whether Abbott was a
11 customer of BFI after 1969 after BFI acquired all
12 these hauling businesses.
13 MR. RANDOLPH: I object to the form of the
14 question.
15 BY MR. RODRIGUEZ:
16 Q. I'm talking --
17 A. I don't remember this.
18 Q. Do you know whether anybody else ever
19 hauled for Abbott?
20 A. I don't know.
21 Q. Do you know if they were a T-K customer?
22 A. That I don't know.
23 Q. Do you know if any other independent
24 hauler ever hauled for Abbott?

1 A. I don't know. I don't remember any.
2 Q. Mr. Van Prooyen, I think you told Mr.
3 Varick yesterday that you have spent a few days
4 over the last week preparing with certain attorneys
5 representing BFI and Mr. Randolph in preparation
6 for your deposition.
7 A. That is correct.
8 Q. During the course of those meetings with
9 those attorneys, were you shown anything or told
10 anything that helped you remember anything
11 specifically with respect to Abbott's use of the
12 landfill?
13 A. I don't recall anything specifically
14 about Abbott's.
15 Q. Abbott --
16 A. I don't remember that they refreshed my
17 memory on anything on Abbott's.
18 Q. Okay. So you weren't shown anything or
19 told anything that helped you remember any of the
20 specific items that you have talked about today in
21 terms of these events.
22 A. I did not see any documents in reference
23 to Abbott Laboratories.
24 Q. Were you told anything that helped you

1 remember any of your testimony that you have given
2 today?
3 A. Not in regard to Abbott that I can
4 remember.
5 MR. RODRIGUEZ: I don't think I have anything
6 further at this time.
7 EXAMINATION
8 BY MR. SEIDMAN:
9 Q. Mr. Van Prooyen, a little while ago you
10 mentioned a time study that you did, correct?
11 A. That is correct.
12 Q. Did you do this time study on one
13 occasion or more than one occasion?
14 A. On one occasion where I went through all
15 of our commercial accounts.
16 Q. Did you ride in the truck with the
17 driver when you did this time study?
18 A. Yes, I did.
19 Q. Who was the driver that you rode with?
20 A. At the time I did the time study it was
21 Marvin Powles.
22 Q. Was anyone else in the truck with you
23 and Mr. Powles?
24 A. No.

1 MR. RANDOLPH: Mr. Van Prooyen, I'm going to
2 go over some of the testimony that you have given
3 and see if I can maybe flesh out the record a
4 little bit. If I repeat myself, I certainly
5 apologize.
6 EXAMINATION
7 BY MR. RANDOLPH:
8 Q. Let's start with the waste from Abbott
9 Park. You testified that your job duties included
10 performing a survey of customers of National
11 Disposal during the period 1967 to '69.
12 Do you recall that testimony?
13 A. Yes.
14 Q. And that Abbott Park was one of the
15 facilities which you included within your survey
16 A. Yes.
17 Q. Okay. Do you have a recollection as to
18 where the waste that was picked up by National
19 Disposal from the Abbott Park facility went to?
20 A. To the best of my knowledge, it went to
21 Yeoman Creek.
22 Q. Okay. Let me see if I can clear up
23 something in this context that you testified to
24 earlier.

1 Do you have any knowledge as to when the
2 Edwards Field portion of this landfill stopped
3 receiving waste and when the Yeoman Creek portion
4 began receiving waste?
5 A. No, I do not.
6 Q. Can you place that either in months or
7 years at any time?
8 A. It was a small site, and I don't presume
9 it went -- I couldn't answer that question.
10 Q. Okay. You weren't stationed at that
11 facility at the time that transition took place,
12 were you?
13 A. No, I was not.
14 Q. During your survey, which included
15 Abbott Park, do you recall seeing the type of waste
16 that was in at least some of the containers at the
17 Abbott Park facility?
18 A. Yes.
19 Q. Do you recall it included office waste?
20 A. Yes.
21 Q. What do you mean by office waste?
22 A. It could be paper, carbon paper, floor
23 sweepings, general office trash.
24 MR. RANDOLPH: Okay.

1 MR. RODRIGUEZ: Can you read back that
2 answer? I didn't get all of it.
3 MR. BECK: I don't think he was done.

4 BY MR. RANDOLPH:
5 Q. Were you finished before Mr. Rodriguez
6 interrupted you?
7 A. I don't recall all I listed any more,
8 but I would say it would be.
9 MR. RANDOLPH: Why don't you read him back
10 what he said, and I'll ask him if he wishes to
11 supplement his answer as he was continuing.
12 (WHEREUPON, the record was read
13 by the reporter as requested.)
14 BY MR. RANDOLPH:
15 Q. Anything else you wish to add within
16 your definition of office waste?
17 A. That would be basically it.
18 Q. Okay. Now, directing your attention to
19 the city of North Chicago and the contract that you
20 have identified as Exhibit 29 that was in place
21 with the city of North Chicago, Paragraph I.B.3. of
22 that contract at Page YC0665 makes reference to a
23 two times per year general cleanup.
24 Do you recall a provision in the

Q. Do you know the frequency of pickups from the city yards --
A. No, I do not.
Q. -- of either the 20 yard open top roll-off or the one or two yard smaller containers?
A. No. I know the 20 yard roll-off would have been just whenever they called that it was full.
Q. Do you recall the nature of the waste in the 20 yard roll-off?
A. I cannot define that at this time. I don't really remember.
Q. How about in the smaller container at the city yards?
A. I really can't remember that either.
Q. You testified about the Century trucks being able to hold 20 drums, do you recall that --
A. Yes.
Q. -- when filled to capacity.
A. I said approximately 20.
Q. Do you have any knowledge as to the number of drums that would have fit on the Abbott flat bed trucks when it brought drums to the site?
A. In my mind, they were both approximately

the same size.
Q. So the number would have been approximately 20.
A. To the best of my knowledge.
Q. When you saw Abbott flat bed trucks delivering drums to the site, do you recall on occasion it being filled to capacity with drums?
A. I would say yes.
Q. You testified earlier about participating in the survey regarding the Victory Hospital and Saint Therese Hospital.
Do you recall that?
A. Yes.
Q. During that survey, at least at times, would you get off the truck and actually look at the pickups being made? Do you recall that testimony?
A. Yes.
Q. Let's take them one at a time.
At Saint Therese do you ever recall whether office waste, as you have described that term, was included in the trash or rubbish from Saint Therese Hospital?
MR. SEIDMAN: Objection. Asked and answered,

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,)
6 Plaintiffs,)
7 v. Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.,)Judge Leinenweber
9 Defendants.)Magistrate Judge Rosemond
10
11 August 17, 1993
12 9:30 a.m.
13
14 The deposition of OLE KIRKEGAARD resumed
15 pursuant to adjournment at Suite 6600, 233 South
16 Wacker Drive, Chicago, Illinois.
17
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19
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1 containers for Ace Hardware that you picked up?
2 A. Corrugated boxes flattened out. Some
3 was flattened out, some was not. In the boxes,
4 some of them was full of paint cans half empty,
5 some was full, some was empty. In the small
6 containers, 32-gallon cans, they had -- they were
7 full of office papers and envelopes and whatever
8 you call it.
9 Q. Okay. Where was the waste from Ace
10 Hardware taken to?
11 A. Yeoman Creek Landfill.
12 Q. When you say "Yeoman Creek," are you
13 referring to both Yeoman Creek and Edwards Field
14 Landfills together?
15 A. Yes.
16 Q. Okay. For shorthand purposes, when we
17 mention Yeoman Creek, unless you have a
18 differentiation, we will just assume it means both
19 of those landfills together.
20 A. Yes.
21 Q. Okay. Do you recall a company named
22 Chicago Rubber during the 1960s?
23 A. Yes.
24 Q. Do you recall where they were located

1 first of all?
2 A. On Market Street.
3 Q. During the 1960s, do you know which
4 waste haulers handled the waste for Chicago Rubber?
5 A. In the early sixties, I believe there's
6 a company by the name of John Sisson.
7 Q. That's S-i-s-s-o-n?
8 A. Yes.
9 Q. At some point in time did Waukegan
10 Disposal begin hauling waste for Chicago Rubber?
11 A. Yes.
12 Q. Do you recall when that was?
13 A. I believe in the late sixties.
14 Q. Do you recall which route it was on for
15 Waukegan Disposal?
16 A. Morning route, downtown route.
17 Q. In the late sixties, were you assigned
18 to the downtown route on a full-time or part-time
19 basis?
20 A. In the late sixties, off and on, yes.
21 Q. Off and on?
22 A. Yes.
23 Q. When you say "off and on," how
24 frequently would you have had responsibility for

1 hauling the downtown route during the late 1960s
2 generally?
3 A. I had it about a year at a time or so.

4 Q Okay. Do you recall the physical layout
5 of the area in which garbage was picked up from
6 Chicago Rubber?
7 A. Yes.
8 Q. Could you describe that?
9 A. The building was located on the east
10 side of Market Street, and the area where we picked
11 up was on the south side of the building. On the
12 southeast corner of the building, there was an
13 overhead door which had to be opened each time we
14 got there. We rang the bell and the door would
15 open, and we backed the truck inside to a loading
16 dock.
17 (WHEREUPON, Mr. David E. Muschler
18 left the deposition proceedings.)
19 BY MR. RANDOLPH:
20 Q. What was the nature of the business
21 conducted at that location by Chicago Rubber? What
22 did they do there?
23 A. They made conveyor belts and that type
24 of things.

1 Q. Did you personally haul the waste from
2 Chicago Rubber for Waukegan Disposal during the
3 1960s?
4 A. Yes.
5 Q. How many days per week did Waukegan
6 Disposal handle waste for Chicago Rubber?
7 A. Five days a week.
8 Q. Now, when you pulled up to this overhead
9 door on the south side of the building, what type
10 of containers were inside that door used by Chicago
11 Rubber for their waste?
12 A. They had about 10 to 15 dock containers.
13 Q. What size dock containers?
14 A. Yard and a half.
15 Q. Do you recall the type of waste that was
16 in the dock containers?
17 A. Yes. It was rubber pieces, powder, very
18 heavy stuff.
19 Q. Could you describe the powder any more
20 specifically? What did it look like?
21 A. Dark black powder.
22 Q. Was it loose in the dock containers?
23 A. Yes.
24 Q. Okay. Do you recall any other types of

1 waste in the dock containers besides rubber pieces
2 and powder?
3 A. There was corrugated, office papers, and
4 once in a while there was some pieces of pallets,
5 wood pieces.
6 Q. Do you recall any liquid waste in the

7 containers?
8 A. Some of the containers they had had some
9 floor sweepings and some liquid in the bottom of
10 the containers, yes.
11 Q. Were the floor sweepings wet or dry?
12 A. It was moist, yes.
13 Q. Do you know what kind of liquid that
14 was?
15 A. Oily type of --
16 Q. It was oily?
17 A. Yes.
18 Q. Do you recall any smaller pails or
19 containers within the 1-1/2 yard dock containers
20 for Chicago Rubber?
21 A. Once in a while there was some
22 five-gallon pails and one-gallon pails.
23 Q. Do you recall whether there was anything
24 in those pails or were they empty?

1 A. Once in a while there was some liquid in
2 some of the pails.
3 Q. Where was the waste from Chicago Rubber
4 taken?
5 A. To Yeoman Creek or Edwards Field.
6 Q. Do you recall that there was a Kresge
7 store in downtown Waukegan during the 1960s?
8 A. Yes.
9 Q. Where was that located?
10 A. On Genesee Street, south Genesee Street.
11 Q. Was that a retail operation, Kresge?
12 A. Yes.
13 Q. Do you recall who hauled waste for
14 Kresge at that location?
15 A. Waukegan Disposal Service.
16 Q. Do you recall whether this was
17 throughout the whole 1960s or a portion of the
18 sixties?
19 A. Through the whole sixties.
20 Q. Was Kresge in that downtown location
21 throughout the 1960s?
22 A. No. They were there early sixties, and
23 then later on they moved out of that location to a
24 new location.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

In Re the Matter of:)
)
YEOMAN CREEK)
)

The discovery deposition of CARL BECH, taken in the above-entitled cause, before Maria Miramontes, C.S.R., a Notary Public within and for the County of Cook and State of Illinois at 111 West Jackson Street, Third Floor, Conference Room C, Chicago, Illinois, on October 25th, 1989, at the hour of 10:00 o'clock a.m.

BAKER, FENNELL & ASSOCIATES, INC.
318 W. RANDOLPH ST., SUITE 400
CHICAGO, ILLINOIS 60606
(312) 346-1179
OUTSIDE ILLINOIS CALL 1-800-443-7108

REPORTED BY MARIA MIRAMONTES, CSR

1 Q When you say "dump truck," is that just an
2 open --
3 A Open truck, yeah.
4 Q Did you have any occasion to see what kind
5 of waste would have been in that open truck?
6 A Mostly construction debris.
7 Q Would that have included any barrels or
8 closed containers?
9 A No. To my knowledge, no.
10 Q Do you know what area -- Strike that.
11 Sisson Disposal, do you recall
12 them?
13 A Zizo?
14 Q I am sorry, Zizo -- No, Sisson.
15 A John Sisson?
16 Q Right.
17 A Yes.
18 Q Did they haul waste to the Yeoman Creek
19 Landfill?
20 A Yes.
21 Q Do you recall what type of vehicle they
22 used?
23 A He had a compactor garbage truck and an
24 open dump truck.

1 Q And do you have any knowledge as to what
2 kind of waste they may have hauled?
3 A They hauled from Chicago Rubber. And I
4 think he hauled from Fansteel in Glen Rock.
5 MR. BOICE: Which Fansteel?
6 THE WITNESS: The one on Glen Rock.
7 BY MR. HERSH:
8 Q Do you know what time period that was?
9 A I have no idea.
10 Q Did you have any opportunity to observe
11 that waste material whether it be at the landfill or
12 anywhere else?
13 A No.
14 Q Did you ever see their trucks at the
15 landfill?
16 A John Sisson's trucks?
17 Q Uh-huh.
18 A Yes.
19 Q Jensen Disposal you discussed earlier as a
20 company that brought waste material to the Yeoman
21 Creek Landfill. Do you know who -- what type truck
22 they utilized?
23 A They have a garbage truck, compacted.
24 Q They did not have a noncompacting truck?

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

AFFIDAVIT OF VERNON T. LADEWIG, JR.

I, Vernon T. Ladewig, Jr. having first been duly sworn upon oath, do hereby depose and state as follows:

1. I have personal knowledge of the facts set forth in this affidavit and would be competent to testify thereto.

2. I reside at 1341 Eastview Drive, Waukegan, Illinois 60085.

3. From 1964 to 1970 I was employed by the Waukegan Disposal Company. During 1968 through 1970 I worked for Waukegan Disposal Co. full time. Prior to that time, for about four years, I worked part-time. My duties included driving a garbage truck, picking up waste from commercial customers, and hauling the waste to whatever dump site Waukegan Disposal was using at the time. For the first month or so that I worked for Waukegan Disposal, we used the landfill that is now Edwards Field. When it filled up and closed we changed to the Yeoman Creek Landfill in Waukegan, Illinois for disposal. Sometime in 1969, Waukegan Disposal stopped using the Yeoman Creek Landfill.

4. Except where indicated otherwise in my testimony below, all customers' waste was picked up from one-yard dumpsters which the customers kept outside of their buildings. These dumpsters routinely contained a variety of materials including paper, metal, rags, wood -- basically all the wastes the customer generated except those disposed down a sewer.

handled these pick-ups. They were a customer during the entire time I worked for Waukegan Disposal.

20. Ace Hardware on Geresee sent barrels of broken glass, hardware, containers with liquid, packaging, etc. daily. We picked up approximately 8 barrels per day. They were a customer during the entire time I worked for Waukegan Disposal.

21. Chicago Rubber Co. on Market Street sent rubber pieces and shavings. We picked up one yard per week. They were a customer during the entire time I worked for Waukegan Disposal until their plant burned down about 1970.

22. F.K. Patterns & Foundry sent foundry sand and used molds. We picked up one yard twice per week. They were a customer during the entire time I worked for Waukegan Disposal.

23. Goelitz Candy on Morrow in North Chicago sent baled used sugar bags, once or twice per month.

24. Gordons Auto sent paper, sand, brake drums and grindings, brake shoes, etc. We picked up 2 dumpsters per week. They were a customer during the entire time I worked for Waukegan Disposal.

25. Larson & Peterson Paint was a customer. They were a customer during the entire time I worked for Waukegan Disposal.

26. Huron Cement (National Gypsum) at Marquet Street sent broken cement bags. We picked up at least one yard, three times per week. Huron would sometimes call for additional

SUMMARY FOR ABF FREIGHT SYSTEM INC.

ABF Freight System Inc. ("ABF") operated a commercial freight hauling operation in the vicinity of Green Bay and Central Streets in Waukegan during the relevant time period. (Ole Kirkegaard 662) ABF also performed truck repairs at this facility. (Ole Kirkegaard 662)

Beginning in the mid-1960s, ABF was a customer of Waukegan Disposal. Ole Kirkegaard recalled picking up waste at this facility twice per week. Initially, ABF used a number of 55-gallon drums to handle its waste. Later it added two one-yard dock containers. (Ole Kirkegaard 663) Waukegan Disposal picked up two to four yards of waste per pickup. (Ole Kirkegaard 663)

ABF's waste consisted of corrugated cardboard boxes, floor sweepings, pallets, and oily liquid contained in the bottom of the waste containers. (Ole Kirkegaard 663-664) In addition, ABF occasionally disposed of truck tires and empty pint cans with residue fluids. (Ole Kirkegaard 663-664, 923)

All of the waste handled by Waukegan Disposal for ABF was delivered to the Edwards Field/Yeoman Creek landfills ("The Site").

In summary, ABF arranged for the disposal of at least a total of 208 cubic yards of waste per year at the Site from approximately 1964 to 1969. (Ole Kirkegaard 662-664)

The following issues should be addressed in the Allocation Counsel's investigation:

1. Determine when ABF began operating a Waukegan facility since it now contends that it did not operate any facility in the Waukegan area during the relevant time period.

2. Determine the components of ABF's waste stream during the relevant time period.

3. Determine the nature and volume of each component of ABF's waste stream during the relevant time period.

Depo. Exerpts

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION

4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.) V. IV
6 Plaintiffs,)
7 v.)Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.,)Judge Leinenweber
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15 pursuant to adjournment at Suite 6600, 233 South
16 Wacker Drive, Chicago, Illinois.
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A. I believe it was three times a week.
Q. Do you recall what type of containers they kept their waste in?
A. They used a lot of those mail carrier boxes with wheels on them they have. It's like three-quarter of a cubic yard.
Q. Sort of a mail cart?
A. Yes.
Q. Were those made out of plastic or wood or what were they made out of?
A. Material and steel frame.
Q. Any other type of containers?
A. I believe they had one yard dock container, also.
Q. What type of waste did you pick up from the post office?
A. Some corrugated, a lot of small pieces of envelope papers and office papers and that type of thing.
Q. Where was that waste delivered to?
A. Yeoman Creek.
Q. Do you recall a company called ABF Freight located in Waukegan during that period?
A. Yes.

Q. Where were they located?
A. On the west side of the city west of Green Bay Road and Central Avenue.
Q. Which side of Central Avenue?
A. The north side of Central Avenue.
Q. Do you recall who handled their waste?
A. Waukegan Disposal, yes.
Q. In what period of the sixties?
A. Mid-sixties.
Q. Did you personally get involved in the handling of waste of ABF Freight?
A. Yes.
Q. What was the type of business they conducted there?
A. That was a hauling company.
Q. Did they have any other type of facility on the premises?
A. I believe they had workshop where they repaired trucks and so forth.
Q. Okay. Do you recall what route this was on for Waukegan Disposal?
A. That was on the Grand Avenue-Washington Street route.
Q. Could you tell us physically the layout

of the area in which you picked up their waste?

A. The building was on the north side of Central Avenue, and they had loading docks on the south side.
Q. Were the loading docks elevated off the ground?
A. Yes.
Q. How many times per week did you pick up at ABF?
A. I believe it was couple times, twice a week.
Q. What type of containers did they use?
A. They had 55-gallon drums, steel drums.
Q. Did they ever change the type of containers?
A. And later on we put in a couple of one yard dock containers.
Q. How many yards generally would you pick up on a typical pickup at ABF Freight?
A. Anywhere from two to four yards every pickup.
Q. Do you recall the nature of the waste that you picked up at ABF?
A. Corrugated, floor sweepings, once in a

while a truck tire and some pallets.
Q. Any liquid waste or residue in their containers?
A. Some of the 55s had some liquid in the bottom of them.
Q. What kind of liquid was it?
A. Mixed with floor sweepings type of thing, oil type of thing.
Q. Okay. Do you recall any engine or truck parts being included in the waste at ABF Freight?
A. No.
Q. Where was their waste taken to?
A. Yeoman Creek Landfill.
Q. While we are talking about the Grand Avenue route, just for the record, and we talked about the downtown route, looking at Kirkegaard Deposition Exhibit No. 1, what color is the downtown route designated on that exhibit?
A. It's red, red colors.
Q. What color is the Grand Avenue-Washington route?
A. You got the green here up to Green Bay Road (indicating). Sometimes when the Belvidere route was finished, when he was done with his

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16 Wacker Drive, Chicago, Illinois.
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1 waste in the garbage at Edison Court?
2 A. Very little.
3 MR. KILROY: I don't have any other questions.
4 MR. RANDOLPH: Maybe we can take a short
5 break. We have been at it about an hour.
6 (WHEREUPON, a recess was had.)
7 MR. GREEN: Good morning, Mr. Kirkegaard. My
8 name is Bryan Green. I represent ABF Freight
9 Systems.
10 EXAMINATION
11 BY MR. GREEN:
12 Q. I believe on yesterday you indicated
13 that you personally picked up waste from the ABF
14 facility, is that correct?
15 A. Yes.
16 Q. You also indicated on yesterday, at
17 least I think that you indicated, that the ABF
18 facility was located on Central Avenue on the north
19 side of the street west of Green Bay Road, is that
20 correct?
21 A. Yes.
22 Q. Do you recall the exact address of that
23 facility?
24 A. The exact address?

1 Q. Yes.
2 A. No.
3 Q. Were there any other ABF facilities
4 serviced by Waukegan Disposal?
5 A. No.
6 Q. Okay. Could you describe for me as
7 precisely as you can the physical layout of the ABF
8 facility located on Central Avenue?
9 A. Okay. The building was on the north
10 side of the street. They had all the loading docks
11 on the south side of the building.
12 Q. So that was the part of the building
13 facing away from Central Avenue.
14 A. Yes.
15 Q. Okay. You indicated yesterday that that
16 ABF facility served as a -- well, ABF served as a
17 hauling company and that it included a workshop
18 which repaired trucks, among other things, is that
19 correct?
20 A. Yes.
21 Q. How did you come to know this
22 information?
23 A. Because of the way the trash looked when
24 we picked it up, I determined that was that type of

1 facilities.

2 Q. That it was a hauling company and that
3 it repaired trucks?
4 A. They had semi-trucks and trucks itself
5 at that location.
6 Q. Okay.
7 A. At all times.
8 Q. Okay. And you actually saw employees of
9 ABF repairing those trucks on occasion.
10 A. Yes.
11 Q. Okay. You indicated that the dock area
12 was on the south side of the building facing away
13 from Central Avenue.
14 Approximately how large was that dock
15 area?
16 A. Just about the whole length of the
17 building.
18 Q. Okay. Which was approximately?
19 A. I would say 150 feet, 200 feet.
20 Q. That was in length, correct?
21 A. Yes.
22 Q. What would you say was the width of that
23 dock area?
24 A. The width of the dock area I would say

1 was about 20-some feet.
2 Q. Were the waste drums and containers at
3 that facility actually located on the dock?
4 A. Yes.
5 Q. Okay. Yesterday you indicated that the
6 facility was part of the Grand Avenue-Washington
7 Street route, is that correct?
8 A. Yes.
9 Q. By what color is this route identified
10 on the map? I believe you said earlier that it was
11 marked red and green, is that correct?
12 A. Yes.
13 Q. Okay. What year did you first begin
14 driving on this route? Do you recall the exact
15 year?
16 A. Mid-sixties.
17 Q. Okay. And the ABF facility was on the
18 route at this time when you first began driving
19 this route.
20 A. I don't know --
21 Q. Okay.
22 A. -- for sure.
23 Q. Do you recall when Waukegan Disposal
24 first began picking up waste from the ABF facility?

1 A. No.
2 Q. Okay. Do you recall what year Waukegan
3 Disposal discontinued service at the ABF facility?
4 A. No.

5 Q. Do you recall whether there was any
6 period of time during which Waukegan Disposal
7 temporarily discontinued service at the ABF
8 facility?
9 A. No.
10 Q. I believe you indicated on yesterday
11 that Waukegan Disposal picked up waste from the ABF
12 facility twice a week, is that correct?
13 A. I believe so, yes.
14 Q. Did those pickups occur on any
15 particular days of the week?
16 A. It was either Tuesday-Fridays or
17 Monday-Thursdays.
18 Q. What determined which days of the week
19 the pickups would take place? You indicated that
20 sometimes it was Mondays and Fridays and sometimes
21 Tuesdays and Thursdays.
22 MR. RANDOLPH: I don't think that's what he
23 said. He said it could be either one of those. He
24 didn't say it was sometimes each.

1 BY MR. GREEN:
2 Q. So was that the option of the driver?
3 A. That was the option of the route setup.
4 Some customers would have it twice a week, and they
5 get an option, either Monday-Thursday or
6 Tuesday-Friday. That's an option for each
7 customer.
8 Q. Okay. So it differed based upon the
9 customer.
10 A. Yes.
11 Q. What days did you pick up from the ABF
12 facility?
13 MR. RANDOLPH: Don't guess. If you remember.
14 BY THE WITNESS:
15 A. I don't recall.
16 BY MR. GREEN:
17 Q. Was there any period of time where the
18 frequency of service decreased at the ABF
19 facility? That is, was there a period of time
20 where you picked up waste from the facility less
21 frequently than twice a week?
22 A. I don't know.
23 Q. You indicated on yesterday that ABF
24 facility was initially -- well, that their waste

1 was initially stored in 55 gallon steel drums, and
2 then I guess sometime in the mid-sixties Waukegan
3 Disposal replaced those drums with one cubic yard
4 dock containers, is that correct?
5 A. Yes.
6 Q. I think you also said that that took
7 place sometime in the mid-sixties.

8 Do you have an exact year on that?
9 A. I don't know.
10 Q. Okay. During the time period when the
11 55-gallon drums were used at the ABF facility, do
12 you recall how many drums of waste were picked up
13 there per day?
14 A. It could have been anywhere between
15 three to five drums.
16 Q. They were always full?
17 A. Yes.
18 Q. So that number did not change much from
19 week to week. It was --
20 A. No.
21 Q. Okay. When you picked up the waste, did
22 you also take the 55-gallon drums also or you just
23 emptied them into the truck, the waste into the
24 truck?

1 A. We emptied them into the truck.
2 Q. The drums or the waste?
3 A. The waste.
4 Q. Okay. You indicated on yesterday that,
5 I believe, approximately two to four cubic yards of
6 waste was picked up twice a week from the ABF
7 facility.
8 Was this during the time when the one
9 cubic yard dock containers were utilized at the ABF
10 facility?
11 A. Yes.
12 Q. Okay. So does that mean that there were
13 approximately four of those cubic yard containers
14 or were there more located --
15 A. No. No. They had drums plus the one
16 cubic yard. They used to have only drums, and then
17 they added a one cubic yard to it, and they still
18 had the drums with the pickups.
19 Q. Okay. So they never had more than one
20 one cubic yard container at the ABF facility.
21 A. Yes, they did.
22 Q. Okay. When did they increase the number
23 of cubic yard containers, do you recall?
24 A. Well, they had four to six drums in the

1 early stage, and then we added another one cubic
2 yard dock container.
3 Q. Okay.
4 A. But they remained to have those drums
5 full also at that time.
6 Q. Okay. So besides the three to five
7 drums that were located there -- well, did you
8 indicate how many drums were located at the ABF
9 facility? You indicated that you picked up waste
10 out of three to five drums.

How many were there in total?
A. I don't recall.
Q. Okay. Well, besides those drums, there was one cubic yard container.
Were there any more cubic yard containers located at the ABF facility?
A. No.
Q. What approximately was the dimensions of that one cubic yard container?
MR. RANDOLPH: Just give him the best recollection you have.
THE WITNESS: Can I look at this first (indicating)?
MR. RANDOLPH: No. Just give him your best

recollection.
BY THE WITNESS:
A. Okay. It's about 48 inches tall, 33 inches in width and 40 some inches long.
BY MR. GREEN:
Q. Okay. You indicated on yesterday that the waste or the nature of the waste picked up from the ABF facility included corrugated materials, floor sweepings, truck tires, wooden pallets and occasionally liquids contained in 55-gallon drum containers, is that correct?
A. Yes.
Q. Do you recall any other types of wastes that were picked up from that facility?
A. Yes. Once in a while we had tires. There was also small cans once in a while, pint cans with fluid in them.
Q. Do you know what type of fluid was located in those pint cans?
A. It could have either been --
MR. RANDOLPH: Don't guess. If you know.
BY THE WITNESS:
A. No, I don't.
BY MR. GREEN:

Q. Were there lids on these pint cans?
A. No.
Q. The 55-gallon drum containers that you indicated contained liquids sometimes of an oily nature, were these the same 55-gallon drums used to store materials in generally?
A. Yes.
MR. RANDOLPH: You mean to store the waste in?
MR. GREEN: Yes.
BY THE WITNESS:
A. Yes.
BY MR. GREEN:

14 Q. Okay. So when you emptied the contents
15 of the drums into the truck, that's when you
16 identified these liquids and noted that they were
17 of an oily nature.
18 A. Yes.
19 Q. Okay. What led you to believe that
20 these were oily-type substances? Was it based upon
21 your visual inspection, smell, feel?
22 A. The drums was oily inside, some of them,
23 greasy. You get grease on your gloves and stuff
24 like that.

1 Q. So it was based upon your visual
2 inspection, as well as your actual touching of
3 these liquids.
4 A. Yes.
5 Q. Okay. Without guessing, could you
6 indicate what percentage of those waste materials
7 typically consisted of corrugated materials?
8 MR. RANDOLPH: Just do it generally, if you
9 can.
10 (WHEREUPON, Mr. Patrick J. Kilroy,
11 left the deposition proceedings.)
12 BY THE WITNESS:
13 A. I would say about half of it was
14 corrugated and office papers and --
15 BY MR. GREEN:
16 Q. How about --
17 MR. RANDOLPH: Let him finish.
18 Go ahead. Were you finished?
19 THE WITNESS: Yes.
20 BY MR. GREEN:
21 Q. How about floor sweepings?
22 A. Maybe five percent.
23 Q. The truck tires?
24 A. 15, 20 percent.

1 Q. The pallets?
2 A. 15 percent.
3 Q. On occasion, when you identified liquids
4 in the 55-gallon drum containers, what percentage
5 of the waste would you say were liquids?
6 A. I would say about five percent.
7 Q. How often did you see liquids in the
8 bottom of these drums?
9 A. At least once a week.
10 Q. Were these liquids typically mixed with
11 the floor sweepings or --
12 A. Yes.
13 Q. Did you ever talk to anyone or come in
14 contact with any employees of ABF at the facility?
15 A. Yes.
16 (WHEREUPON, Ms. Christine Hansen

17 entered the deposition proceedings.)
18 BY MR. GREEN:
19 Q. Do you recall their names?
20 A. No.
21 Q. Do you recall if ABF Freight Systems was
22 a customer of BFI any time in the 1970s?
23 A. No.
24 Q. Were they ever a customer of BFI?

1 A. I don't know
2 Q. I believe you indicated yesterday
3 that -- well, you indicated several times, I guess,
4 that some waste would go to Griess-Pfleger Tannery
5 versus Yeoman Creek. I believe this was associated
6 with a different route, but I just want to confirm
7 that.
8 Was that the downtown Waukegan route
9 that that situation occurred on or was it another
10 route?
11 A. No. That was the afternoon route.
12 Q. Okay. That was not the route that ABF
13 Freight Systems was located on.
14 A. No.
15 Q. Okay. Mr. Kirkegaard, I'd like to take
16 a minute to refer to a document which I believe was
17 identified as Exhibit No. 2 previously. It's a
18 facsimile transmission addressed to you at BFI,
19 Waukegan, from a Kevin Romine, BFI Corporate.
20 Included in this 11-page transmission is a
21 handwritten letter dated 7/5/89 marked as YC420.
22 I believe previously you indicated that
23 you did not recall during any time in 1989 actually
24 receiving or reviewing this document, is that

1 correct?
2 A. Yes.
3 Q. Do you recall, as you sit here today,
4 receiving and/or reviewing this document in 1989?
5 A. No.
6 Q. I'd like to ask you one question, I
7 guess, about this document. The first paragraph
8 indicates that -- well, it starts off saying:
9 "Ole, Enclosed is a list that I pulled from the
10 storage files there at the district."
11 I was wondering if you can tell me what
12 "there at the district" means or what it refers
13 to.
14 A. I don't know. I never wrote that
15 letter.
16 Q. Okay. I understand that you did not
17 write it. I guess Kevin Romine actually sent this
18 to you. I assume he's the author of the letter.
19 Yes, it is marked by his signature.

20 You have never come across the term
21 district in your work at BFI.
22 A. Yes.
23 Q. But there is no general meaning
24 associated with that term --

929

1 A. No.
2 Q. -- or word. Okay.
3 This transmission also includes a
4 Waukegan accounts customer list -- I believe it has
5 been previously referred to -- starting at page
6 marked YC422. Would you turn to that for a
7 moment? This list contains a number of Waukegan
8 Disposal accounts.
9 A. Yes.
10 Q. Do you have any knowledge why a customer
11 of Waukegan Disposal would not be included on this
12 list?
13 MR. RANDOLPH: Again, don't guess. If you
14 know.
15 BY THE WITNESS:
16 A. I don't know.
17 BY MR. GREEN:
18 Q. Do you know of anyone who could answer
19 that question?
20 A. No.
21 MR. GREEN: Mr. Kirkegaard, I have no
22 further --
23 MR. RANDOLPH: Excuse me.
24 MR. GREEN: Okay.

930

1 (WHEREUPON, discussion was had
2 off the record between the witness
3 and Mr. Randolph outside the
4 hearing of other counsel and the
5 court reporter.)
6 MR. RANDOLPH: Go ahead.
7 MR. GREEN: Mr. Kirkegaard, I have no further
8 questions today. However, my client is in the
9 process of reviewing corporate records that might
10 have a bearing on your testimony of yesterday so
11 I'd like to reserve the right to, perhaps, ask a
12 couple of follow-up questions on tomorrow, if time
13 permits.
14 Thank you.
15 MS. STEIN: Good morning, Mr. Kirkegaard. If
16 you recall, my name is Marta Stein. I represent
17 Stone Container Corporation. We were in the middle
18 of some questions about Stone Container, and I'd
19 like to resume them at this time.
20 EXAMINATION (Resumed)
21 BY MS. STEIN:
22 Q. You had indicated during the last time I

23 was asking you questions that you picked up from
24 Stone Container Corporation five times a week, is

Depo. Exerpts

The Jeff Diver Group
environmental law

45 South Park Blvd., Suite 270
Glen Ellyn, IL 60137-6203
(708) 790-0001
(708) 790-1653 (fax)

October 17, 1994

Mr. Richard Boice
United States Environmental Protection Agency
Mail Code HSRL-6J
77 West Jackson Boulevard
Chicago, Illinois 60604

Dear Mr. Boice:

It was a pleasure speaking with you on October 13, 1994. On behalf of the Yeoman Creek Steering Committee, I have enclosed copies of Illinois Supplemental Permits for waste generated by Pfanstiehl Laboratories, Inc. and Anchor Hocking Corporation between 1975 and 1978. (App-1-App-13).

It has come to the attention of the Yeoman Creek Steering Committee that the United States Environmental Protection Agency is continuing its investigation of the Yeoman Creek Site, and as recently as September 30, 1994 sent out CERCLA §104(e) requests. The Committee recommends that Pfanstiehl Laboratories, Inc. and Anchor Hocking Corporation be added to this investigation effort. Pfanstiehl Laboratories was located at 1219 Glen Rock Ave, Waukegan, Illinois throughout the time period relevant to Site, and its waste was hauled, at least in part, by John Sisson and T-K Disposal to the Yeoman Creek Site. Anchor Hocking Corporation was located at 1955 Delaney Road, Gurnee, Illinois during the relevant time period, and its waste was hauled, at least in part, by National Disposal Service to the Yeoman Creek Site.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Jennifer J. Sackett

217-782-6760

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CHEMICAL WASTE MANAGEMENT

March 4, 1975

IN REPLY REFER TO: 03121001
COOK COUNTY - Land Pollution Control
Northfield/Lake Landfill
Permit No. 1974-11-OP
Supplemental Permit No. 75-53

Waste Management of Illinois, Inc.
P. O. Box 563
Palos Heights, Illinois 60463

Gentlemen:

Supplemental permit is hereby granted to Waste Management of Illinois to accept 1500 gallons/month of water soluble oil, generated by Anchor-Hocking Glass Company, Garner, Illinois all in accordance with the plans prepared by Peter G. Miller, Waste Management, dated February 14, 1975 and received by the Agency on February 18, 1975. This supplemental permit is further subject to the following special condition:

This permit shall expire one year from the date of issuance, subject to renewal, upon prior Agency approval.

Except as modified in the above documents, the site shall be operated in accordance with the terms and conditions of Permit No. 1974-11-OP dated August 13, 1974.

Very truly yours,

ENVIRONMENTAL PROTECTION AGENCY

C. E. Clark, Manager
Permit Section
Division of Land Pollution Control

TEC:ds
cc's/-Region 2
-File
-William Ketter

PERMIT ISSUED

FOR AGENCY USE

Received
Issued 5-19-75
Expires 5-19-76
Permit No.
Approved

Illinois Environmental Protection Agency
Division of Land Pollution Control
Permit Section
2200 Churchill Road
Springfield, Illinois 62706

Application for a Supplemental Permit for the Disposal of Special and/or Hazardous Wastes at an IEPA Permitted Solid Waste Management Site

I. GENERAL INFORMATION

A. Name of Applicant WASTE MANAGEMENT OF ILLINOIS, INC.
Address P. O. Box 563, Palos Heights, IL 60463
Telephone 312/821-8100 Laboratory 891-1500

B. Name of SWM Site Cook (County) Northfield Twp. (City or Township) Lake Landfill (Site)
I.E.P.A. Operation Permit No. 74-11-OP
Site Inventory No. 03121001

C. Name of Special Waste Generator Anchor-Hocking
Address Gurnee, IL
Telephone 312/244-1000

D. Name of Special Waste Hauler Rowe Oil Service
Address Waukegan, IL
Telephone 312/DE6-3945

II. CHARACTERISTICS OF WASTE

A. Quantity 6000 gallons (cubic yards or gallons) per year (2000 gal 3x per year) (month)

for "continuing waste" (one time, week, month, etc.)

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CHEMICAL WASTE MANAGEMENT

B. Quality

1. Name of Waste water and oil

2. Name the process and/or type of industry producing the waste Glass manufacturer

3. An analysis of the chemical and physical characteristics of the waste must be determined by a qualified lab and be attached to this application. Does the special waste contain any hazardous chemicals? No

4. All hazards (health, safety, and/or fire) and/or nuisance problems associated with the waste must be designated and necessary safety and handling precautions delineated. Specify available communications and assistance in case of emergency or fire.
Trained safety personnel
Stationary and mobile telephones

FOR AGENCY USE

Received 4-12-76
Issued
Expires
Permit No. 76-
Approved M.W. Rapp

Illinois Environmental Protection Agency
Division of Land Pollution Control
Permit Section
2200 Churchill Road
Springfield, Illinois 62706

Application for a Supplemental Permit for the Disposal of Special and/or Hazardous Wastes at an IEPA Permitted Solid Waste Management Site

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I. GENERAL INFORMATION

A. Name of Applicant WASTE MANAGEMENT OF ILLINOIS, INC.
Address P. O. Box 563, Palos Heights, IL 60463
Telephone 312/821-8100 Laboratory 891-1530

B. Name of SWM Site Cook (County) Northfield Township (City or Township) Lake Landfill (Site)
I.E.P.A. Operation Permit No. 74-11-OP
Site Inventory No. 03121001

C. Name of Special Waste Hauler Rowe Oil Service
Address 1419 N. Jackson, Waukegan, IL 60085
Telephone 312/DE 6-3945

*See note page 2

D. Name of Special Waste Generator* Anchor Hocking Glass Co.
Address 1955 Delaney Rd., Gurnee, IL 60031
Telephone 312/244-1000

*Optional. A record of the Waste Generators shall be maintained by the haulers and available to this Agency upon request.

II. CHARACTERISTICS OF WASTE

A. Quantity 1500 gals. (cubic yards or gallons) per Month (day, week, month)

for "continuing waste" (one time, week, month, etc.)

RECEIVED
APR 12 1976
ILL. E.P.A. – D.L.P.C.
STATE OF ILLINOIS

B. Quality

1. Name of Waste Water soluble oil

2. Name the process and/or type of industry producing the waste Prod. - Glass Containers Indicate SIC Classification 3221

3. An analysis of the chemical and physical characteristics of the waste must be determined by a qualified lab and be attached to this application. Does the special waste contain any hazardous chemicals? No

4. All hazards (health, safety, and/or fire) and/or nuisance problems associated with the waste must be designated and necessary safety and handling precautions delineated. Specify available communications and assistance in case of emergency or fire.
Trained safety personnel
Mobile and stationary telephones

FOR AGENCY AND APPLICANT INFORMATION

III. DISPOSAL METHOD

A. Quantity of dry refuse (uncompacted) deposited at the solid waste disposal site during the last full month. Verification may be required.

Quantity 334,074 (cubic yards) February, 1976 (month/year)

B. Disposal Method

1. Describe the proposed onsite waste handling and disposal procedures, including methods and/or devices for incorporation of the waste into the landfill.

Sanitary Landfill Techniques

2. Indicate what alternates, beside land disposal, exist for the treatment and/or disposal of the subject waste.

3. Describe available waste storage facilities.

None for landfill disposal

4. Describe wet weather disposal procedures.

During wet weather the ratio of liquid to solid waste is carefully maintained.

5. Describe the location of the disposal area. Indicate the trench(es) and/or areas where the waste will be deposited. If the location cannot be clearly identified, a 8½"x11" map of the area should be provided.

Coordinates 5200N - 5400N
2200E - 4600E

IV. SIGNATURE OF APPLICANT

I hereby request to accept the subject wastes, and by my signature, I affirm that the information in this application is to the best of my knowledge and belief, true, complete and accurate, and I agree to comply with the requirements specified in this application.

Signature of Applicant [signature] Date 4/9/76
Attest: [signature] Date 4/9/76

SIGNATURE OF ENGINEER

I hereby certify that the subject waste and the proposed disposal procedures are compatible with the geological setting and engineered features of the site.

Signature of Engineer _____ Reg. No. _____
Address _____ Telephone _____

NOTE: Renewal request - Permit #75-53

ode L038 Source ANCHOR-HOCKING GLASS COMPANY

Date 2/6/75 Address Garner, Illinois

Sample Description (e.g., color, odor, phases, solids, visc., packaging)
Water Soluble Oil

Test - ✓ as required	As Received (Shake)	Filtrate	Solids from sample	Leachate from solids
Sp. Gr.	0.9777			
pH				
Acidity, % as				
Alkalinity, % as				
COD, mg/l				
BOD, mg/l				
Total solids, @ 105C	94.5%			
Suspended solids				
Chlorides	0.6701%			
Flash point, F	210°F			
Heating value, BTU/lb	10030			
%, on ignition	0.0801%			
"Acid scrub", gNaOH/g	0.0325			
Viscosity, cps				
Metals on Ash - omited - ash < 1%				
Arsenic, ppb				
Barium				
Cadmium				
Chromium, total				
Chromium, hexavalent				
Copper				
Iron				
Lead				
Mercury, ppb				
Nickel				
Selenium				
Silver				
Zinc				
Chlorides				
Cyanides				
Phenols				
Sulfides				
Fluorides				

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CHEMICAL WASTE MANAGEMENT

1.0 Hours

O Gaston / MS Analyst

2/10/75 Date Completed

SUMMARY FOR ANCHOR HOCKING CORPORATION

Anchor Hocking Corporation ("Anchor Hocking") began operating a glass manufacturing facility at 1955 Delaney Road, Gurnee, Illinois, in August, 1966. In 1983, Anchor Hocking Corporation sold this plant to Anchor Glass Container Corporation ("AGCC"). AGCC is still operating the plant at this location.

From August, 1966 through 1969, Anchor Hocking was a customer of National Disposal Corporation. Two different drivers, Bud Iverson and Marvin Powles, handled this account on behalf of National Disposal. (Powles 43-44)

Anchor Hocking utilized five to ten one-yard dock containers at this facility. (Powles 114) On a typical day, seven to eight of these containers would be filled with waste. (Powles 115) Anchor Hocking was a five-day per week customer of National Disposal. (Powles 44)

The waste disposed of by Anchor Hocking consisted primarily of office waste and scrap glass. (Powles 118) Office waste typically consisted of carbon paper, different types of paper, paper clips, staples, cigarette butts, newspapers, soft drink cans and bottles. (Peder Kirkegaard 563-564; Powles 241-242)

In addition, Mr. Powles recalled that Anchor Hocking would occasionally load pallets of defective Coca Cola® bottles directly onto the National Disposal truck. (Powles 126-127) He testified that these Coca Cola® bottles were labeled with white paint. (Powles 350)

Mr. Powles further indicated that the load at Anchor Hocking typically filled up the 17-yard Leach Packmaster 3 truck which handled this account.

In summary, Anchor Hocking arranged for the disposal of at least a total of 1,820 cubic yards of waste per year at the Site from approximately 1966 to 1969. (Marvin Powles 44, 114-115)

The following issues should be addressed in the Allocation Counsel's investigation:

1. Determine the components of Anchor Hocking's waste stream during the relevant time period.

2. Determine the nature and volume of each component in Anchor Hocking's waste stream during the relevant time period.

Depo. Exerpts

ADR EXHIBIT #2

ABBOTT

Office of
General Counsel

Abbott Laboratories
One Abbott Park Road
Abbott Park, Illinois 60064-3500

BY FEDERAL EXPRESS

August 7, 1989

Ms. Carolyn D. Bohlen
Superfund Program Management
Branch 5H5M-12
U.S. Environmental Protection Agency
230 South Dearborn Street
Chicago, Illinois 60604

RE: Request for Information
Yeoman Creek Landfill (Waukegan, IL)

Dear Ms. Bohlen:

Attached is Abbott Laboratories' response to USEPA's June 14, 1989 Request for Information concerning Yeoman Creek Landfill in Waukegan, Illinois. As you are aware, Abbott stated in its first response that it had conducted a diligent record search and had conducted a diligent interviewing process of present and former employees and had not discovered any records or knowledge regarding use of the site by Abbott for generation, storage, treatment or disposal of hazardous substances, pollutants, and contaminants. Your office then advised Abbott that our response was deficient. Subsequently, on July 11, 1989, I had a telephone conversation with Peggy Andrews, Assistant Regional Counsel for the USEPA Region V, at which time Ms. Andrews advised me that the attached response would be acceptable to the USEPA as the response to both the February 7, 1989 and June 14, 1989 Requests for Information. Ms. Andrews further advised me that if Abbott also supplied the USEPA with the names of each present and former Abbott employee that was identified and then contacted by Abbott as possibly having any knowledge regarding any relationship between Abbott and the Yeoman Creek Landfill, then the USEPA would permit Abbott to review information pertaining to Abbott's alleged involvement with Yeoman Creek Landfill currently in USEPA's possession.

Thereafter, Abbott was apprised by one of its employees of information that placed Abbott at the site during the relevant

time frame. We immediately advised Ms. Andrews of this information, and in order to fully investigate the new information, Abbott was granted an extension to file its response to the June 14, 1989 Request for Information until August 8, 1989.

With respect to the attached response, if relevant information is made available to Abbott during our review of USEPA information which indicates Abbott did deliver hazardous materials to the site, Abbott will take appropriate further action to determine whether it has any additional information, and if so, we will supplement our response accordingly.

Further, please note that on February 27, 1989 Abbott filed a request under the Freedom of Information Act, RIN #0607-89. We still have not received a response to said request. Please make the necessary inquiries with respect to Abbott's request.

Very truly yours,

David S. Fishman
Attorney

DSF:dap

Attachment

cc: Peggy Andrews

bcc: Laurie Breitkopf
Susan Franzetti
Pat Guaglianone

(18-1198y-24/25)

ABBOTT LABORATORIES' RESPONSE TO
104(e) REQUEST FOR INFORMATION

1. After a diligent review of our records and a diligent interviewing process of present and former employees that may have had some knowledge of Abbott's waste disposal program during the years 1959 through 1969, it appears that Abbott hauled some of its general non-hazardous refuse to the site. During the time period in question, Abbott had a non-hazardous waste disposal department that used a rear-end compactor. This truck made regular runs through Abbott's facilities, picked up non-hazardous waste and hauled it to local landfills. Abbott believes that it hauled general non-hazardous refuse to Yeoman Creek for a period of approximately three to six months during 1969. This general refuse included ordinary office refuse; corrugated boxes from the warehouse; refuse from the cafeteria; filter cake from fermentation processes which consisted of activated charcoal, filter aids, such as diatomaceous earth, and other inert solids (e.g., soy grits); and innocuous solid laboratory waste from diagnostic research which was autoclaved as a standard operating procedure. In addition, Abbott also hauled to the site unused hospital products from its manufacturing operations which had been rejected as nonconforming or as having exceeded their expiration dates and which were still in their original packaging. These products were made from glass and plastics and bore the Abbott logo. All of the above described materials are still generated today, are not hazardous, and would not have been hazardous during the period in question.

   No records currently exist concerning the hauling of general refuse to the site. Also, during the relevant time period, no analyses were made of the general refuse shipments hauled to the site. Accordingly, Abbott's investigation has not yet been able to determine with certainty whether occasionally minute amounts of materials that today are deemed hazardous could have been accidentally placed in the general refuse dumpster and then picked up by Abbott's truck. Abbott also does not have any knowledge or information regarding the types or quantities of hazardous materials which could have been included in the general refuse. It was an established Abbott policy and procedure during the years in question to separate general refuse from any hazardous material.

2. Given the response to Question No. 1, no response to this Question is necessary at this time.

3. No

4. None

5. No known records

00000115

6. Given the response to Question No. 1, no response to this Question is necessary at this time.

7. Given the response to Question No. 1, no response to this Question is necessary at this time.

8. Given the response to Question No. 1, no response to this Question is necessary at this time.

9. Given the response to Question No. 1, no response to this Question is necessary at this time.

10. Given the response to Question No. 1, no response to this Question is necessary at this time.

11. Given the response to Question No. 1, no response to this Question is necessary at this time.

12. Given the response to Question No. 1, no response to this Question is necessary at this time.

13. In preparing its response hereto, Abbott interviewed the following present and past employees:

    a) Mr. Richard H. Kessler
    Abbott Laboratories
    1401 North Sheridan Road
    North Chicago, IL 60064-4000

    Manager, North Chicago Plant Facilities

    b) Mr. Donald Spaulding
    Abbott Laboratories
    1401 North Sheridan Road
    North Chicago, IL 60064-4000

    Truck driver, Lake County Waste Disposal

    c) Mr. William Barker (retired)
    Abbott Laboratories
    1401 North Sheridan Road
    North Chicago, IL 60064-4000

    Manager, Lake County Environmental Control

    d) Mr. Lynn Hoselton
    Abbott Laboratories
    1401 North Sheridan Road
    North Chicago, IL 60064-4000

    Maintenance Engineering Department

    e) Mr. Sanford White
    Abbott Laboratories
    One Abbott Park Road
    Abbott Park IL 60064-3500

    Manager, Safety and Health Department
    Diagnostic Division

f) Mr. James Moomey
Abbott Laboratories
1401 North Sheridan Road
North Chicago, IL 60064-4000

Manager, Safety and Health Department
Pharmaceutical Division

14. No knowledge of any such information or documents.

Submitted this _____ day
of August, 1989:

ABBOTT LABORATORIES

By: _____
Patricia A. Guaglianone
Environmental Engineer

(18-1198y-26/28)

Depo. exerpts

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,)
6 Plaintiffs,) VOLUME I
7 v.) Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.) Judge Leinenweber
9 Defendants.) Magistrate Judge Rosemond
10
11
12 The deposition of MARVIN LEROY POWLES,
13 SR., called as a witness herein for examination,
14 taken pursuant to the Federal Rules of Civil
15 Procedure of the United States District Courts
16 pertaining to the taking of depositions, taken
17 before MELANIE JAKUS, a Notary Public within and
18 for the County of DuPage, State of Illinois, and a
19 Certified Shorthand Reporter of said state, at
20 Suite 7200, 233 South Wacker Drive, Chicago,
21 Illinois, on the 28th day of September, A.D. 1993,
22 at 9:40 a.m.
23
24

1 MR. RANDOLPH: Are you asking during the time
2 '63 to '65 when he wasn't on the commercial route?
3 MR. ZAPINSKI: Yes.
4 MR. RANDOLPH: If you know, go ahead.
5 BY THE WITNESS:
6 A. Apartment buildings and some industrial.
7 BY MR. ZAPINSKI:
8 Q. Do you know what industrial businesses
9 were part of this commercial route, again, in the
10 '63 to '65 time frame?
11 A. Anchor Hocking, Goodyear. There's one
12 other one. It slipped my mind right now.
13 Q. Well, if you think of it during the
14 course of my questioning, you can just go ahead and
15 let me know, please.
16 MR. FOGELBERG: What was the first name? I
17 didn't get that.
18 MR. RANDOLPH: Anchor Hocking.
19 BY MR. ZAPINSKI:
20 Q. During the time period that you were
21 working as a helper, who drove the commercial
22 route?
23 A. Charles Iverson.
24 Q. Did he have a helper as well?

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

WAUKEGAN COMMUNITY SCHOOL DISTRICT NO. 60, et al., Plaintiffs,	) VOLUME III
v.	) Case No. 92 C 7592
ABBOTT LABORATORIES, et al. Defendants.	) Judge Leinenweber) Magistrate Judge Rosemond

October 21, 1993
9:40 a.m.

The deposition of PEDER KIRKEGAARD resumed pursuant to adjournment at The Marc Plaza Hotel, 509 West Wisconsin Avenue, Milwaukee, Wisconsin.

1 Q. What did he tell you?
2 A. It was in -- hypodermic needles in a
3 plastic bag, and he picked it up to swing it off
4 the dock into the truck, and one of the hypodermic
5 needles stuck him in the leg.
6 Q. Was that while he was employed as a
7 National driver?
8 A. Yes. He was on commercial route.
9 Q. Okay. Do you recall whether the waste
10 from U.S. Steel also included office waste or
11 office papers that you picked up at U.S. Steel?
12 A. No, I don't.
13 Q. You testified there were types of
14 bottles that you picked up at Anchor Hocking.
15 Do you know if those bottles had any
16 markings, product names on them?
17 A. Coca-Cola bottles did.
18 Q. What kind of markings did they have?
19 A. I believe it was like the white --
20 something similar to a white paint.
21 Q. Right on the bottles?
22 A. Right on the bottle.
23 Q. Do you recall whether any waste from
24 Ocean Spray ever went to the Yeoman Creek Landfill?

3 A. Most of the time. Sometimes not.
4 Q. How do you know when the truck is
5 totally filled?
6 A. The blade stops, won't put any more
7 garbage in.
8 Q. Did you drive this same truck during the
9 entire time that you were a driver for National
10 Disposal?
11 A. No.
12 Q. Okay. At what point in time did the
13 truck change?
14 A. Did I change trucks or did the truck
15 change?
16 Q. Let me try this another way.
17 At some point you became a driver after
18 having been a helper, correct?
19 A. Yes.
20 Q. Okay. When you first became a driver at
21 National Disposal, were you driving the 17 yard
22 leach push-out truck?
23 A. No.
24 Q. Okay. What truck were you driving when

A. Yes.
Q. What is that?
A. Many of the trucks in the sixties were nothing more or less than basically a dump truck. You raise the tailgate, then you raise the body up. On a push-out, you raise the tailgate up, you push a hydraulic lever and then a blade inside pushes all the garbage out. You don't dump it.
Q. Is this also a truck that has some type of a compactor so that, as you put garbage in, a blade pushes the garbage in?
A. Correct.
Q. I believe you indicated yesterday that before your last trip to the Yeoman Creek Landfill you would pick up at Anchor Hocking and one other company.
You can either tell me the name or I'll find the name.
MR. RANDOLPH. Do you understand the question?
MR. SEIDMAN: Goodyear. Excuse me. I'll try again.
BY MR. SEIDMAN:
Q. I believe you indicated yesterday in the

afternoon you only made a stop at Anchor Hocking and Goodyear before you would go back to the Yeoman Creek Landfill for the last time, correct?
A. No. I went to Anchor Hocking, got a load there, went back to the Yeoman Creek Landfill. Then I went to Goodyear, then I went to Yeoman Creek. I could not get both factories in one load.
Q. Okay. Was Anchor Hocking a load all by itself or was anybody else's refuse in with the Anchor Hocking?
A. All by itself.
Q. And the Goodyear was all by itself, their refuse?
A. Correct.
Q. Would either the Anchor Hocking load or the Goodyear load completely fill up the truck you were driving?
A. Each one of them would, yes.
Q. Okay. And then, if I understand your testimony correctly, all of the other stops that you would have made prior to Anchor Hocking and Goodyear would have comprised one load?
A. Correct.

Q. Would all of those stops in that one load completely fill up the truck you were driving?

1 MR. RANDOLPH: Is now or was during the
2 sixties?
3 MR. ZAPINSKI: Was during the sixties.
4 BY THE WITNESS:
5 A. No. I really don't know where it was at
6 during the sixties.
7 BY MR. ZAPINSKI:
8 Q. Do you recall picking up any waste at
9 American Hospital Supply Corporation during your
10 period of employment with National Disposal?
11 A. No. I never personally ever picked any
12 up.
13 Q. Do you know if anybody at National
14 Disposal picked up waste from American Hospital
15 Supply Corporation?
16 A. If anybody, it would have been Charles
17 Iverson.
18 Q. Do you know if Mr. Iverson ever picked
19 up any waste there?
20 A. No, I do not.
21 Q. You have already testified about Anchor
22 Hocking. My question to you is whether reading
23 this line in Exhibit No. 30 helps you to remember
24 anything further about when you picked up waste at

1 Anchor Hocking, other than what you have already
2 testified about.
3 A. I do not remember taking any pallets
4 because they always sold their pallets. They would
5 bring the glass, rejected glass on the pallets, and
6 we threw it in the truck off the pallet.
7 Q. Do you remember anything further about
8 picking up waste at Anchor Hocking when you were
9 employed by National Disposal?
10 MR. RANDOLPH: Other than what you already
11 testified to yesterday.
12 BY THE WITNESS:
13 A. No.
14 BY MR. ZAPINSKI:
15 Q. The same question with regard to
16 Goodyear Tire & Rubber, whether reading this line
17 in this document, Exhibit No. 30, helps you to
18 remember anything further, other than what you have
19 already testified to about picking up waste from
20 Goodyear Tire & Rubber.
21 A. No.
22 Q. With regard to J.C. Penney, does
23 reviewing this portion of Exhibit No. 30 help you
24 to remember whether you picked up any waste at J.C.

1 BY MR. RODRIGUEZ:
2 Q. Was the container at the fire department
3 emptied by a mechanical device?
4 A. Yes.
5 Q. Did you have occasion to see the
6 contents of these containers either before or while
7 they were being emptied?
8 A. Yes.
9 Q. What was in the container?
10 A. Office material and the firemen ate --
11 there wasn't like -- it wasn't like out of a
12 cafeteria. It was just paper bags and wrappings
13 and things like that.
14 Q. Paper bags and wrappings. Plastic bags?
15 A. Food wrappings.
16 Q. Plastic bags, things of that nature?
17 A. I don't remember any plastic bags.
18 Q. But you do recall seeing food
19 wrappings.
20 A. Yes.
21 Q. What did they look like?
22 A. It would be like something you would
23 wrap your sandwich in like a McDonald's hamburger.
24 Q. You also said "office material."

1 What do you mean by that?
2 A. I guess they had reports of things they
3 made out and some thrown away.
4 Q. Papers?
5 A. Papers, yes.
6 Q. Pers?
3 Q. And so your testimony yesterday about
4 Dexter applies as well to what you recall about
5 Midland.
6 A. Correct.
7 Q. Okay. So you do not recall ever picking
8 up waste at a company known as Midland.
9 A. No.
10 Q. I think you also testified about U.S.
11 Steel.
12 A. Yes.
13 Q. Is U.S. Steel the same as American
14 Steel & Wire?
15 A. I would not know that.
16 Q. Do you recall ever picking up waste at a
17 location known as American Steel & Wire?
18 A. No.
19 Q. Are you familiar with a company or
20 location known as American Steel & Wire?
21 A. No.
22 Q. Did you have any involvement in the BFI
23 merger or combination with National Disposal in the
24 early 1970s?

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,)
6 Plaintiffs,) VOLUME II
7 v.) Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.) Judge Leinenweber
9 Defendants.) Magistrate Judge Rosemond
10
11
12 September 29, 1993
13 9:40 a.m.
14
15 The deposition of MARVIN LEROY POWLES,
16 SR. resumed pursuant to adjournment at Suite 7200,
17 233 South Wacker Drive, Chicago, Illinois.
18
19
20
21
22
23
24

21 remember presently?
22 A. Yes.
23 Q. So after your first trip to the landfill
24 on a typical day on the commercial route, you would

18 didn't really collect waste.
19 Do you understand the question?
20 THE WITNESS: No.
21 MR. RANDOLPH: Why don't you reask the
22 question?
23 BY MR. ZAPINSKI:
24 Q. Okay. You have already testified about

1 waste that you picked up from Anchor Hocking out of
2 the one-yard containers.
3 Were there other types of containers in
4 which Anchor Hocking disposed of waste that you
5 loaded onto your truck when you were making a
6 pickup at Anchor Hocking?
7 A. No.
8 (WHEREUPON, discussion was had
9 off the record between the witness
10 and Mr. Randolph outside the
11 hearing of other counsel and the
12 court reporter.)
13 BY THE WITNESS:
14 A. Yes. They had pallets of Coca-Cola
15 bottles.
16 BY MR. ZAPINSKI:
17 Q. This was at Anchor Hocking?
18 A. At Anchor Hocking. They would pick it
19 up with the forklift, and we would throw the cases
20 of bottles in the back of the truck.
21 Q. What volume of waste from Anchor Hocking
22 would be these pallets of Coca-Cola bottles?
23 A. It would --
24 Q. Let me reask that.

1 On a typical day, how many pallets of
2 Coca-Cola bottles would you have?
3 A. Maybe every other day one.
4 Q. How many times did you visit Goodyear
5 during the day in order to pick up waste?
6 A. Once.
7 Q. What time did you usually get to
8 Goodyear?
9 A. Noon.
10 Q. After you picked up at Goodyear, where
11 would your next stop be?
12 A. That was the last stop.
13 Q. So then you would return -- well, what
14 would you do then?
15 A. What would I do after what?
16 Q. After picking up at Goodyear.
17 A. I'd go back to the landfill.
18 Q. In terms of the yardage ticket that was
19 filled out for Goodyear, is that something that you
20 would give to this person whose name you can't

15 A. It was on skids.
16 Q. Did you take the entire skid with its
17 contents?
18 A. No. Just forklift -- I would have
19 picked up the skid, and we slid the hose all in the
20 hopper.
21 Q. Now, with regard to the led, where did
22 you take it prior to selling it?
23 A. To my house.
24 Q. How did you keep it separate from the

1 other waste in the truck?
2 A. Because there's no other waste in the
3 hopper. I left the winch on the drum so it
4 wouldn't turn over, tip over.
5 Q. Did you ever dump any of the drums of
6 led -- did you ever unload any of those at Yeoman
7 Creek Landfill?
8 A. No.
9 Q. Do you know if any other drivers on the
10 commercial route unloaded drums of led at Yeoman
11 Creek Landfill?
12 A. No.
13 Q. No, you don't know or no, they didn't?
14 A. No. As far as I know, they didn't.
15 Q. Do you know what the other drivers did
16 with the led from Goodyear?
17 A. I knew the guy in Goodyear that filled
18 these drums and if I went on vacation he didn't
19 bring it out.
20 Q. What about before you were the driver on
21 the commercial route? Do you know what happened
22 with these drums of led?
23 A. No, I don't.
24 Q. Who was the person or persons at

1 Goodyear with whom you mainly dealt when you went
2 to pick up waste?
3 A. I was trying to remember his name the
4 other day, and I can't remember his name either.
5 Q. Throughout the few years that you were
6 the truck driver on the commercial route at
7 National Disposal, was there only one person at
8 Goodyear with whom you had primary contact?
9 A. Yes.
10 Q. Going back to Anchor Hocking, other than
11 the yard containers, were there other containers in
12 which you collected waste?
13 A. No.
14 MR. RANDOLPH: You mean other containers which
15 were used to dispose of waste onto the truck?
16 MR. ZAPINSKI: Right.
17 MR. RANDOLPH: Because "collecting waste," he

12 55-gallon drums of these led strips would you pick
13 up?
14 A. I would pick up one drum probably every
15 other week.
16 Q. Is that because the drum was not filled
17 every time that you came there?
18 A. Right. Yes.
19 Q. Did you just empty the drum into your
20 truck or did you take the entire drum with its
21 contents when you picked it up?
22 A. I took the entire drum, winched it into
23 my hopper on the truck and took it home and sold
24 it.

1 Q. What did you sell?
2 A. The led.
3 Q. What about the 55-gallon drum?
4 A. I don't remember.
5 Q. Were there any other types of wastes
6 that you picked up at Goodyear?
7 A. Cafeteria waste.
8 Q. Would that be located in the yard
9 containers?
10 A. Yes.
11 Q. Other than these 40 or so yard
12 containers and the 55-gallon drum, were there other
13 containers from which you took waste when you
14 picked up waste at Goodyear?
15 A. The brass.
16 Q. What kind of container was that located
17 in?
18 A. That was in small cardboard drums.
19 Q. Cardboard drums did you say?
20 A. Yes.
21 Q. How many of these cardboard drums would
22 there be on a typical day?
23 A. I'd get them maybe once a month.
24 Q. How many drums once a month?

1 A. One.
2 Q. Did you take the entire drum with its
3 contents and load it into your truck or did you
4 dump the drum into your truck?
5 A. No, I didn't dump the drum into the
6 truck.
7 Q. Are there any other types of wastes or
8 types of containers from Goodyear that you recall?
9 A. No.
10 Q. The rubber hose that you referred to,
11 was that in the yard containers?
12 A. Most of the time, yes.
13 Q. When it wasn't, what type of container
14 was it in?

9 Q. Where was Goodyear located?
10 A. On 41 south of Buckley Road in North
11 Chicago.
12 Q. What kind of facility did Goodyear have
13 at that location?
14 A. They made hose.
15 Q. What part of the plant would you go to
16 to pick up waste?
17 A. That would be the south end of the
18 plant.
19 Q. Would you describe that area for me?
20 A. It had one door and the rest of it on
21 that end of the plant was glass.
22 Q. Was the waste for pickup stored inside
23 or outside?
24 A. Inside.

1 Q. What type of containers was the waste
2 contained in?
3 A. One yard ground containers.
4 Q. Ground containers?
5 A. Yes.
6 Q. Is that similar or different from the
7 type that were at Anchor Hocking?
8 A. No. The dock container you dump off of
9 a dock. Ground container you pick up off the
10 ground.
11 Q. Okay. How many containers did Goodyear
12 have?
13 A. Approximately 40.
14 Q. Were those supplied by National
15 Disposal?
16 A. Yes.
17 Q. Well, of those 40 containers on a
18 typical day, how many were filled with waste for
19 you to empty into your truck?
20 A. Anywhere from 25 to 30.
21 Q. On some occasions were all 40 of them
22 filled?
23 A. No.
24 Q. What kind of waste did you pick up at

1 Goodyear?
2 A. Rubber hose, office materials, brass
3 fittings and led.
4 Q. What form was the led that you picked
5 up?
6 A. Small strips.
7 Q. Were those located in the containers?
8 A. No.
9 Q. Where were those located?
10 A. In 55-gallon drums.
11 Q. Again, on a typical day, how many

6 Q. What time of the day was that?
7 A. Usually about 10:00 o'clock.
8 Q. Was that before or after you made your
9 first trip to the landfill to dump your waste?
10 A. That was after.
11 Q. How many stops between your first trip
12 to the landfill and Anchor Hocking did you make in
13 a typical day, stops for purposes of pickups just
14 to clarify?
15 A. Yes. Probably 50 or 60.
16 MR. RANDOLPH: He is asking between the time
17 you dumped and the time you got back to Anchor
18 Hocking. When you take the first dump and then you
19 come back to Anchor Hocking, how many would you
20 make between the landfill and the time you got to
21 Anchor Hocking? That's badly put.
22 MR. ZAPINSKI: It's on the record though.
23 MR. RANDOLPH: Forever and ever.
24 Go ahead.

1 THE WITNESS: How many what?
2 MR. RANDOLPH: How many stops did you make
3 from the time you unloaded your first load of
4 garbage on your way back to Anchor Hocking? How
5 many customers did you stop at on the way out to
6 Anchor Hocking from the landfill?
7 THE WITNESS: I didn't.
8 MR. RANDOLPH: Okay.
9 BY MR. ZAPINSKI:
10 Q. So then typically your trip would be
11 empty when you got to Anchor Hocking.
12 A. Yes.
13 Q. What type of waste did you pick up at
14 Anchor Hocking?
15 A. Glass and office papers.
16 Q. Did you ever pick up any liquid waste
17 there?
18 A. No.
19 Q. Did you have to check in at a gate
20 before you came to the dock when you arrived at the
21 Anchor Hocking plant?
22 A. Yes.
23 Q. With whom did you leave your ticket for
24 the pickup, the person at the gate or this other

1 person that you spoke about?
2 A. The dock foreman.
3 Q. And that's the individual whose name you
4 can't remember?
5 A. Right.
6 Q. After you went to Anchor Hocking, what
7 would your next stop be?
8 A. Goodyear.

3 and I will just use the number ten, but I want you
4 to understand I know that you are not testifying it
5 was exactly ten.
6 A. Yes.
7 Q. Of these containers, how many of them
8 generally were filled with waste when you came to
9 pick up?
10 A. Maybe seven or eight.
11 Q. And then would the remaining ones have
12 some waste in them but not be completely filled?
13 A. No.
14 Q. They would be empty?
15 A. Yes.
16 Q. Were there occasions when all ten of
17 them would be filled or the entire number?
18 A. I don't know. Don't remember.
19 Q. Were the yard containers supplied by
20 National Disposal for Anchor Hocking?
21 A. Yes.
22 MR. RANDOLPH: He said they were dock
23 containers.
24 MR. RODRIGUEZ: He called them one yard

1 containers.
2 MR. RANDOLPH: Yard. Okay. That's what you
3 meant.
4 MR. ZAPINSKI: Yes.
5 BY MR. ZAPINSKI:
6 Q. I'm sorry. I didn't catch the answer.
7 A. Yes.
8 Q. Did they have the name of the company on
9 them?
10 A. Not the mayonnaise jars.
11 Q. No. I'm talking about the containers
12 for the waste.
13 A. Oh, yes.
14 Q. Did they have National Disposal's name
15 on them?
16 A. Yes.
17 Q. When you were making pickups at Anchor
18 Hocking, what was the name of the individual or
19 individuals with whom you had primary contact for
20 picking up this waste?
21 A. I don't remember his name.
22 Q. Was there one particular person that you
23 primarily dealt with at Anchor Hocking?
24 A. Yes. Yes.

1 Q. Did you have a set time when you would
2 make a pickup at Anchor Hocking every day?
3 A. It wasn't absolutely set, but I always
4 tried to make it at the same time so they knew I
5 was coming.

A. Not really. I had heard of it.
Q. Do you know what their trucks looked like back in the 1960s?
A. No.
Q. You mentioned a number of specific companies that you picked up waste from on the commercial route. I'd like to go back and explore in a little greater detail those companies. The first one you mentioned was Anchor Hocking.
A. Yes.
Q. Where were they located?
A. Delany Road in Gurnee.
Q. Again, all my questions will refer to the time period when you were employed in the Waukegan district.
A. Right.
Q. How often did you make a pickup at the Anchor Hocking location?
A. Usually once a day
Q. You said "usually."
Was it sometimes more than once a day?
A. No, but sometimes they just didn't need service. Not very often.
Q. What kind of facility did Anchor Hocking

have where you picked up waste?
A. They made Coca-Cola bottles and mayonnaise jars.
Q. How would you describe the location where you actually picked up the waste at Anchor Hocking?
A. I guess I'd say there was five overhead docks, and I backed up to the southeast door.
Q. Was the waste receptacle located inside or outside of the building?
A. Inside.
Q. What type of receptacle was it?
A. Dock containers.
Q. Pardon.
A. One yard dock containers.
Q. How many of them were there at Anchor Hocking?
A. I don't know.
Q. But there were more than one?
A. Yes.
Q. Were there more than five?
A. Yes.
Q. More than ten?
A. That might be getting pretty close to

it.
Q. Generally speaking, how many of these --

1 A. Yes.
2 Q. So even when you were primarily employed
3 as a driver on the residential routes, you became
4 familiar with the commercial route.
5 A. Yes.
6 Q. During that time frame, what companies
7 do you recall picking up waste from on the
8 commercial route?
9 A. Anchor Hocking, Goodyear and just small
10 businesses and apartment buildings.
11 Q. You say you were employed two years as a
12 driver on residential routes.
13 What happened after those two years?
14 A. Then I was promoted to foreman of the
15 Wilmette district.
16 Q. Where was your office located after that
17 promotion?
18 A. In Glenview.
19 Q. Pardon.
20 A. Glenview.
21 Q. Do you recall the street address?
22 A. No, I don't.
23 MR. RANDOLPH: Excuse me one second.
24 (WHEREUPON, discussion was had

1 Q. During that time frame, what did the
2 Waukegan district encompass?
3 A. Basically all the residential in
4 Waukegan.
5 Q. Did the boundaries of the district
6 extend beyond the city limits of the city of
7 Waukegan?
8 A. Yes.
9 Q. What else was included, other than just
10 the city of Waukegan?
11 A. You are talking about residential?
12 Q. I'm talking about the entire Waukegan
13 district, to the extent that you know what was
14 encompassed by the Waukegan district, again
15 limiting to the time frame your first four to four
16 and a half years while you were employed by
17 National Disposal.
18 A. City of North Chicago and basically
19 everything else was there, except for Anchor or
20 Goodyear.
21 Q. Now, is it fair to say that the
22 operation of the Yeoman Creek Landfill was also
23 part of the job responsibilities of the Waukegan
24 district?

A. No.
Q. Did he do it for the entire two, two and a half years that you worked as a helper?
A. Yes.
Q. Did he visit the same customers every day?
MR. RANDOLPH: If you know what he did every day.
BY THE WITNESS:
A. He picked up Goodyear and Anchor Hocking.
BY MR. ZAPINSKI:
Q. But would he visit those same places five days a week?
A. Yes.
Q. So was that commercial route essentially the same route each day of the week five days a week?
A. No. The other things that he picked up -- the routes are different each day, different stops.
Q. Meaning he picked up different apartment buildings, for example --
A. Correct.

Q. -- on different days.
Now, after you were employed as a helper, following that time period, you said you were promoted to driver.
A. Yes.
Q. How long were you a driver for National Disposal?
A. Two years.
(WHEREUPON, discussion was had off the record between the witness and Mr. Randolph outside the hearing of other counsel and the court reporter.)
BY THE WITNESS:
A. You mean was I just a residential route driver while I drove in the city of Waukegan?
BY MR. ZAPINSKI:
Q. Well, that was my question.
The two years that you just testified to, is that two years as a driver on the residential routes?
A. Yes.
Q. So that would be approximately from '65 to '67 you were employed as a driver on the

1 half full or some empty and some bags and some
2 cafeteria waste and material like such.
3 Q. Okay. When you say "corrugated drums,"
4 what size drum are you talking about?
5 A. Approximately 30 gallon.
6 Q. Would those have contained the same
7 type, generally, of waste that was contained in the
8 six-yard container at Coral Chemical?
9 A. Yes. It was because the container
10 outside were full so there was additional material.
11 Q. Did that waste at Coral Chemical also
12 include office waste?
13 A. Yes, it did.
14 Q. Did the waste at United States Envelope
15 also include office waste?
16 A. Yes, it did.
17 Q. In using the term "office waste," Mr.
18 Kirkegaard, do you remember that there was a number
19 of types of items that would be included within
20 that category?
21 A. Yes, that could be a mixture of like
22 even carbon paper and all kinds of different types
23 of paper, paper clips, staples and so on.
24 Q. Did that include such things as

1 cigarette butts?
2 A. Yes.
3 Q. Newspapers.
4 A. And newspapers.
5 Q. Soft drink cans and bottles.
6 A. Yes.
7 Q. And you talked about papers.
8 Are you talking about papers with
9 printing and lines on them?
10 A. That would be paper with printings on
11 it.
12 Q. Do you recall an incident regarding a
13 Christmas tree catching on fire relating to Coral
14 Chemical?
15 A. Yes, I do.
16 Q. Could you tell us what happened?
17 A. We had just picked up Coral Chemical and
18 went into Country Club Apartments. It was right
19 after Christmas, and they always put their
20 Christmas trees out. We put -- I don't remember if
21 it was one or two Christmas trees in the hopper and
22 packed it. All of a sudden almost like an
23 explosion started, and we just made it to dump the
24 truck. It was very, very hot fire.

SUMMARY FOR BEARING HEADQUARTERS COMPANY

During the relevant time period, Bearing Headquarters Company ("Bearing") was a distributor of replacement machine bearings and power transmission equipment to various manufacturers. (Ex. 1)

Waukegan Disposal handled Bearing's waste disposal during the mid to late 1960s. (Ole Kirkegaard 742). Bearing used approximately two 55-gallon corrugated fiber drums for waste disposal. (Ole Kirkegaard 742-43)

Bearing's waste consisted of office waste and steel bands. (Ole Kirkegaard 743). All of the Bearing waste was delivered to the Edwards Field/Yeoman Creek landfills ("The Site") for disposal. (Ole Kirkegaard 744).

In summary, Bearing arranged for the disposal of at least a total of 57 cubic yards of waste at the Site per year from approximately 1964 to 1969. (Ole Kirkegaard 742-744)

The following issues should be addressed in the Allocation Counsel's investigation:

1. Determine the components of Bearing's waste stream during the relevant time period.

2. Determine the nature and volume of each component in Bearing's waste stream during the relevant time period.

157576.1

1

ROBERT W SINGER
ATTORNEY AND COUNSELOR
SUITE 1500
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CHICAGO, ILLINOIS 60606

(312) 641-3257

April 30, 1993

Mr. Donald A. Lane
KEATING, MUETHING & KLEKAMP
Attorneys at Law
1800 Provident Tower
One East Fourth Street
P.O. Box 1800
Cincinnati, Ohio 45202

Re: Waukegan Community School District No. 60, et al.
vs. Abbott Laboratories, et al.
Case No. 92 C 7592 (Yeoman Creek Landfill)

Dear Mr. Lane:

The following is a response to the questions raised in your letter of April 15th, 1993 concerning Bearing Headquarters Company:

1. Bearing Headquarters still conducts business at 215 Greenwood Avenue, Waukegan, Illinois;

2. Bearing Headquarters is a distributor for various manufacturers of replacement machine bearings and power tranmission equipment and for the entire period, it has been in the business of selling replacement bearing and power transmission equipment from the premises, all of which are prepackaged by the manufacturers and are sold in the packages that are received at Bearing Headquarters Company;

3. A search has been made of all of the company records at Bearing Headquarters Company in Waukegan and also at its office in Broadview, Illinois;

4. The company's policy is to keep all documents for a period of five years at which time they are then destroyed.

BEARING HEADQUARTERS
ADR EXHIBIT 1

At the Waukegan office, the policy is to keep the documents for three years and the accounting records are kept in the Broadview office for five years.

I trust that the foregoing answers your questions. If you need any additional information, please feel free to contact me.

Very truly yours,

ROBERT W. SINGER

RWS:ybs
cc: Mr. Frank Volpentesta

Depo. Exerpts

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,) V. IV
6 Plaintiffs,)
7 v.)Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.,)Judge Leinenweber
9 Defendants.)Magistrate Judge Rosemond
10
11 August 17, 1993
12 9:30 a.m.
13
14 The deposition of OLE KIRKEGAARD resumed
15 pursuant to adjournment at Suite 6600, 233 South
16 Wacker Drive, Chicago, Illinois.
17
18
19
20
21
22
23
24

A. Yeoman Creek Landfill.
Q. Do you recall a company called Bearing?
A. Yes.
Q. Where were they located?
A. On Greenwood Avenue, too.
Q. Whereabouts on Greenwood?
A. About a block west of Compacted Metal.
Q. Who hauled their waste?
A. Waukegan Disposal Service.
Q. During what period of time?
A. In the sixties.
Q. Do you recall what part?
A. Mid-sixties and late sixties.
Q. Mid to late sixties?
A. Mid to late sixties, yes.
Q. What route was that?
A. The north route.
Q. Could you describe the area in which you picked up the waste?
A. Yes. The building was on the outside of the road. They had a door in the front on the north side of the building and we backed up to that door. That was ground level pickup. They had a couple of 55 gallon corrugated drums.

Q. Fiber drums?
A. Fiber drums, yes.
Q. How many times did you pick that account up?
A. I believe that was either once or twice.
Q. Was the waste stored inside or outside the building?
A. That was stored inside.
Q. So did you have to go inside the door to pick up the drums?
A. Yes.
Q. Did you have to get permission to do that?
A. Mostly when we got there during the day the door was open already.
Q. Okay. Do you recall the type of business that Bearing ran out of that location?
A. No.
Q. Could you describe the waste that you recall from that location?
A. Corrugated, office papers and steel bands and that type of thing.
Q. Do you recall any liquid waste at that location?

A. No.
Q. Any other type of containers other than

3 the 55 gallon fiber drums?
4 A. No.
5 Q. Where was that waste delivered?
6 A. Yeoman Creek.
7 Q. Did Waukegan Disposal also haul waste
8 for Illinois National Guard?
9 A. Yes.
10 Q. What type of a facility was that?
11 A. I don't know if that was recruiting or
12 what. I don't believe so. At that location they
13 had the office for the National Guard.
14 Q. Where was it located?
15 A. On Glen Flora.
16 Q. Glen Flora close to what?
17 A. Glen Flora and about one block east of
18 Lewis Avenue.
19 Q. What route was that on for Waukegan
20 Disposal?
21 A. That was on the north route.
22 Q. During what period of time did Waukegan
23 Disposal haul waste for Illinois National Guard?
24 A. In the late sixties.

SUMMARY FOR CORAL INTERNATIONAL INC

Coral International Inc. ("Coral") is a specialty chemical manufacturing company, which has operated a facility at 135 LeBaron Street in Waukegan since November, 1962. (Ex. 1--Answer to Interrogatory No. 6).

Coral has acknowledged in its discovery responses that Waukegan Disposal Service was its "customary waste hauler" during the relevant period. (Ex. 1--Answer to Interrogatory No. 3(h)) While Coral admitted that it utilizes a variety" of hazardous substances in its manufacturing processes, it did not identify the nature or volume of these hazardous substances. (Ex. 1--Answer to Interrogatory No. 3) Coral claimed that it did not dispose of any hazardous substances "except by normal disposal of empty drums, bags and containers which might contain trace amounts of a hazardous material." (Ex. 1--Answer to Interrogatory No. 3(e)) The testimony of a number of drivers from Waukegan Disposal makes it abundantly clear that Coral disposed of significantly greater volumes of hazardous substances than "trace amounts."

During the relevant time period, Coral was a daily customer of Waukegan Disposal. (Ole Kirkegaard 587) Coral Chemical utilized a six-yard open top container for its waste, along with 10 to 15 fibre drums. (Ole Kirkegaard 581, 583, 585, 587; Peder Kirkegaard 316, 562-63)

Coral's waste consisted primarily of paper bags and fibre drums containing various amounts of waste powders. There was also a substantial volume of loose liquid waste in the bottom of Coral's six-yard container. (Ole Kirkegaard 588; Peder Kirkegaard 325) Both Kirkegaards recalled unpleasant encounters with this liquid waste.

Ole Kirkegaard recalled that when he came in contact with this liquid, it was "itchy on his skin." (Ole Kirkegaard 591) Peder Kirkegaard's encounter with this liquid was more traumatic. On one occasion, this liquid waste dripped on Mr. Kirkegaard's head while he was emptying Coral's container into his truck. Within a few minutes, Mr. Kirkegaard felt a burning sensation on his head. Later he discovered that this material had pierced his skin, burning a large hole in his scalp. (Peder Kirkegaard 116, 326-328)

Both Peder Kirkegaard and Vernon Ladewig, another Waukegan Disposal driver, recalled that Coral's waste often caused fires in the Waukegan Disposal garbage trucks. Mr. Kirkegaard specifically recalled an incident in which a very hot fire started in the Waukegan Disposal truck when a Christmas tree was dumped on top of the Coral waste materials. (Peder Kirkegaard 564-565) As a result, Mr. Kirkegaard was forced to dump the contents of his truck on the ground to put out the fire. (Peder Kirkegaard 564-565)

Mr. Kirkegaard also recalled that Coral materials caused fires on the Waukegan truck on two or three occasions when Richard Engstrom was the driver. (Peder Kirkegaard 334) Mr. Kirkegaard's testimony was corroborated by Vern Ladewig who testified that Coral's waste "frequently caught fire in the truck until they switched to roll-off containers." (Ladewig affidavit. at ¶ 15)

Coral also arranged for Waukegan Disposal to make special pick ups at least once or twice per month. (Peder Kirkegaard 322; Ole Kirkegaard 586) On these occasions, Coral loaded a number of corrugated and metal drums on Waukegan Disposal's dump truck for disposal at the Edwards Field/Yeoman Creek landfills ("The Site"). While some of these drums were empty, many of them were full of material. (Peder Kirkegaard 322-323; Ole Kirkegaard 586)

The striking similarities between Ole Kirkegaard's and Peder Kirkegaard's testimony concerning their experiences at Coral is especially compelling in light of the fact that these two individuals have not spoken to each other for at least 15 years.

In Summary, Coral International arranged for the disposal of at least a total of 1,560 cubic yards of waste per year at the Site from approximately 1964 to 1969. (Peder Kirkegaard 319, Ole Kirkegaard 585). Additionally, Coral disposed of approximately 2,600 barrels of waste per year from approximately 1964 - 1969 (Ole Kirkegaard 585).

The following questions should be addressed by the allocation counsel relating to Coral International Inc.:

1. Determine the nature and volume of the contents in the drums picked up by Waukegan Disposal from Coral once or twice per month.

2. Determine the nature and volume of the residue powder materials in the bags and drums which were picked up by Waukegan Disposal on a daily basis.

3. Determine the nature and volume of the loose liquid waste in the bottom of the six-yard container utilized by Coral.

4. Determine the nature and volume of all hazardous substances utilized by Coral in its manufacturing processes during the relevant time period.

5. Require Coral to account for all by-products and waste products resulting from its manufacturing processes during the relevant time period.

156594.1

CORAL INTERNATIONAL
ADR EXHIBIT #1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

WAUKEGAN COMMUNITY SCHOOL DISTRICT NO. 60, CITY OF WAUKEGAN, OUTBOARD MARINE CORPORATION, BROWNING-FERRIS INDUSTRIES OF ILLINOIS, INC., THE DEXTER CORPORATION, and THE GOODYEAR TIRE & RUBBER COMPANY,	)	No. 92 C 7592
Plaintiffs,	)	Hon. Harry D. Leinenweber
v.	)	Magistrate Thomas W. Rosemond, Jr.
ABBOTT LABORATORIES, ET AL.,	)	
Defendants.	)	

CORAL INTERNATIONAL INC.'S ANSWERS
TO PLAINTIFFS' FIRST SET OF INTERROGATORIES

Defendant, Coral International, Inc. ("Coral"), by its attorneys, Lawrence, Kamin, Saunders & Uhlenhop, and pursuant to the Federal Rules of Civil Procedure states the following in answer to Plaintiff's First Set of Interrogatories:

1. Identify all Persons consulted in the preparation of the answers to these Interrogatories, including current or last known addresses and telephone numbers.

ANSWER:

John Schueneman
Coral International
135 LeBaron Street
Waukegan, IL 60085
(312) 336-8100

Paul Caulfield
Coral International
135 LeBaron Street
Waukegan, IL 60085
(312) 336-8100

Richard Pearson
Coral International
135 LeBaron Street
Waukegan, IL 60085
(312) 336-8100

Joe Schueneman
46 Breners Street
Jackson, KY 41339

Robert Sheridan
Sheridan Management
2424 Washington Street, Suite 211
Waukegan, IL 60085
(312) 336-1211

2. Identify all Persons, including Defendant's employees or former employees, known or suspected to have knowledge or information about the use, acquisition, generation, storage, treatment, transportation, disposal or other handling of Waste Materials by Defendant, Defendant's contractors or by prior or subsequent owners and operators of Defendant's Facility or Facilities.

ANSWER:

John Schueneman
Coral International
135 LeBaron Street
Waukegan, IL 60085
(312) 336-8100

Richard Pearson
Coral International
135 LeBaron Street
Waukegan, IL 60085
(312) 336-8100

Joe Schueneman
46 Breners Street
Jackson, KY 41339

Robert Sheridan
Sheridan Management
2424 Washington Street
Suite 211
Waukegan, IL 60085

Robert Taylor
Address Unknown

Raymond Long
Address Unknown

David Schleicher
2721 Westwood Avenue
Waukegan, IL 60085

Paul Sanders
(possibly deceased)
Address Unknown

Jesse Bossick
(possibly deceased)
Address Unknown

Bill Reid
(possibly deceased)
Address Unknown

3. Did Defendant use, acquire, generate, store, treat, transport, dispose or otherwise handle any Hazardous Materials at or to its Facility or Facilities during the relevant time period?

(a) the common name, chemical name, chemical composition, characteristics, physical state (e.g., solid, liquid) of that Hazardous Material, providing copies of any Documents used or consulted in making such determination (e.g., MSDSs, Supplier Specification Sheets);

(b) whether any tests or analyses were performed on that Hazardous Material and the results of such tests or analyses, providing any available Documentation of those results;

(c) the Person(s) who supplied Defendant with that Hazardous Material;

(d) the time period(s) during which that Hazardous Material was used or otherwise handled by Defendant;

(e) where that Hazardous Material was disposed of by Defendant, providing a complete list of the sites at which Defendant disposed, or arranged for the disposal, of such Materials.

(f) the quantity of that Hazardous Material disposed of by Defendant on a monthly basis during the time period(s) listed for that Material in response to subpart (e);

(g) the type(s) of container(s) in which that Hazardous Material, in any form or concentration, was disposed and all markings or labels on such containers; and

(h) the Person(s) who transported that Hazardous Material, in any form or concentration, to the disposal site(s) listed in response to subpart (f).

ANSWER:

Coral objects to interrogatory no. 3(a)-(h) for the reasons that (i) responding to the interrogatory is oppressive and unduly burdensome; (ii) it requests information which is not in the control of Coral since Coral did not dispose of any Hazardous Materials and (iii) it requires Coral to speculate regarding the knowledge or information possessed by other individuals and entities. Without waiving said objections, Coral states that in its manufacturing operations it utilizes a variety of materials some of which are classified as Hazardous Materials. In its operations, Coral combines, blends and mixes these materials into a variety of products responsive to specific requests and requirements of its customers. In its operations Coral does not dispose of Hazardous Materials but does sell products to its customers which at times contain

Hazardous Materials. With regard to the specific subparagraphs of this interrogatory, Coral states the following:

(a), (c) and (d). Information responsive to these subparts, to the extent available, is provided in the documents being made available to Plaintiffs' First Set of Requests for Production of Documents.

(b). Tests are routinely run on specific products to determine whether the product is meeting the requirements and specifications of the customer. Documents pertaining to these tests are retained for a short period of time. No documents have been retained for the time period of these interrogatories. No other tests involving Hazardous Materials are performed.

(e). Other than through sale of products to its customers, Coral does not dispose of Hazardous Materials except by normal disposal of empty drums, bags and containers which might contain trace amounts of a Hazardous Material. This disposal is done by Coral's waste hauler which, for the period involved, was Waukegan Disposal.

(f). Unknown and impossible to determine but customarily no more than trace amounts in disposed drums, bags and containers as set forth in (e) above.

(g). Drums, bags and other containers that the Hazardous Material was supplied as set forth in (e) above.

(h). Waukegan Disposal was the customary waste hauler for Coral during this period.

4. Did Defendant, or anyone on Defendant's behalf, arrange for the disposal or treatment, or arrange for the transportation for disposal or treatment, of Waste Materials to the Yeoman Creek/Edwards' Field Site? If you answered in the affirmative, identify:

(a) every date on which such disposal took place;

(b) for each Transaction, the nature of each Waste Material, including the chemical content, characteristics, physical state (e.g., solid, liquid);

(c) the owner(s) of each Waste Material so accepted or transported;

(d) the quantity of each Waste Material involved (weight or volume) in each Transaction and the total quantity for all Transactions;

(e) all tests, analyses, and analytical results concerning each Waste Material;

(f) the Person(s) who selected the Site as the place to which each Waste Material was to be transported;

(g) the amount paid in connection with each Transaction, the Persons making such payment(s) and the Person(s) receiving such payment(s);

(h) what was actually done to each Waste Material once it was brought to the Site; and

(i) the type(s) and number of container(s) in which each Waste Material was contained when it was accepted for transport and all markings on such containers.

ANSWER:

Coral did not dispose of any Hazardous Materials at the Yeoman Creek/Edwards' Field Site. Also, see response to interrogatory 3(e), above.

5. On what dates did you operate at the Facility or Facilities?

ANSWER:

Coral moved to the site at 135 LeBaron Street in the Spring of 1961 and began operations in approximately November, 1962. Coral has continued its operation at the site without interruption to date.

6. Identify the prior and subsequent operators of the Facility or Facilities.

ANSWER:

There were no prior operators of the Facility and Coral is not aware of the prior operators, if any, at the site. Coral Chemical has, since November 1962, operated at the site without interruption to date.

7. Are you a corporation, partnership or sole proprietor?

ANSWER:

Coral is a corporation.

8. Identify all insurance which may be deemed to cover environmental claims relating to the Facility or Facilities from 1955 to the present by setting forth:

(a) the name and address of the company that issued the policy or policies;

(b) the identifying number of the policy or policies;

(c) the commencement and expiration dates of the policy or policies;

(d) the type of insurance coverage (e.g., liability); and

(e) the amount of policy coverage on a yearly basis, including the amount of any excess coverage.

ANSWER:

1955-1978 unknown to Coral. However, Coral dealt with Ross Merritt Insurance (address unknown) and Carl E. Mellen & Co., 601

Greenwood Avenue, Waukegan, IL, 60087, during this time period.

1/1/76-1/1/79	U.S. Fidelity & Guaranty (USF&G)	SMP 593530
1/1/79-1/1/82	USF&G $100,000-300,000	SMP 654663
1/1/79-1/1/80	USF&G $2,000,000	CEP 109769
1/1/80-1/1/81	USF&G $2,000,000	CEP 122722
1/1/81-1/1/82	USF&G $3,000,000	CEP 019914598
1/1/82-4/11/83	USF&G	SMP 533348
1/1/82-12/31/82	USF&G	CEP 019914598
1/1/83-4/11/83	USF&G	CEP 020063780
4/11/83-4/11/84	Mutual Fire, Marine & Inland Insurance $500,000.	GA 31257
4/11/83-4/11/84	Integrity Insurance Company $3,000,000.	ISX 11436
1/1/84-1/1/85	Mutual Fire, Marine & Inland $500,000.	GA 31344
1/1/84-1/1/85	Integrity $3,000,00	ISX 113218
12/31/84-12/31/85	Mutual Fire, Marine & Inland $500,000.	GA 32631
12/31/84-4/29/85	Integrity $3,000,000.	ISX 116284
12/31/85-12/31/86	Genstar Indemnity Company $1,000,000.	NSG 100499
12/31/86-12/31/87	Illinois Insurance Exchange $1,000.00.	DOL 08855
12/31/87-1/20/88	Commercial Union Insurance Co. $1,000,000.	CWD 48744

1/20/88-4/1/88	National Union Fire Insurance	GL 590-07-95RA
4/1/88-4/1/89	National Union $1,000,000.	GL 590-07-96RA
4/1/89-4/1/90	Home Insurance Co. $1,000,000.	GLR-F382249

Respectfully submitted,
CORAL INTERNATIONAL, INC.

By: _____
One of its attorneys

David E. Muschler (02004100)
Lawrence, Kamin, Saunders
& Uhlenhop
208 South LaSalle Street
Suite 1750
Chicago, IL 60604-1188
(312) 372-1947

JAD/JP:Yeoman:A:&C:AYeoman

VERIFICATION

JOHN E. SCHUENEMAN, being first duly sworn upon oath, deposes and states that he is President of Coral International, Inc.; that he has personal knowledge of the factual matters set forth in Coral International Inc.'s Answers to Plaintiff's First Set of Interrogatories and that the same are true to the best of his knowledge.

JOHN E. SCHUENEMAN

SUBSCRIBED AND SWORN to
before me this 27th
day of May, 1993.

NOTARY PUBLIC

"OFFICIAL SEAL"
Julie M. L'Heureux
Notary Public, State of Illinois
My Commission Expires 2/4/94

jed/jmomea/schuen

CERTIFICATE OF SERVICE

I, the undersigned, a non attorney, on oath state that I caused a copy of Coral International, Inc.'s Answers to Plaintiff's First Set of Interrogatories, attached hereto, to be served on the parties listed on the attached service list by depositing a copy of same in the United States Mail, with proper first class postage pre-paid at 208 South LaSalle Street, Chicago, Illinois on the 27th day of May, 1993 before 5:00 p.m.

Signed and sworn to
before me this 27th
day of May, 1993

NOTARY PUBLIC

OFFICIAL SEAL
VALERIE M BEDOE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP AUG 14,1994

SERVICE LIST
Coral International, Inc.
92 C 7592

Jerome C. Randolph
KEATING, MUETHING & KLEKAMP
1800 Provident Tower
One East Fourth Street
P.O. Box 1800
Cincinnati, Ohio 45202
(513) 579-6457 (fax)
Plaintiffs

Richard W. Cosby
COSBY AND BELL
77 West Washington Street
Suite 1605
Chicago, Illinois 60602
Plaintiffs

Sheldon A. Zabel
Gabriel M. Rodriguez
Eric L. Lohrenz
SCHIFF, HARDIN & WAITE
7200 Sears Tower
Chicago, Illinois 60606
Defendant - Abbott Laboratories

Frederick S. Mueller
Joseph R. Marconi
Daniel C. Murray
William J. Anaya
JOHNSON & BELL, LTD.
222 North LaSalle Street
Suite 2200
Chicago, Illinois 60601
Defendants - The Copley Press, Inc., North Shore Sanitary District, Lake County Press, Inc.

Marc L. Fogelberg
Steven B. Varick
Clifton A. Lake
McBRIDE, BAKER & COLES
500 West Madison Street
40th Floor
Chicago, Illinois 60661
Defendant - Fansteel, Inc.

D. Patterson Gloor
A. Jeffrey Seidman
CASSIDAY, SCHADE & GLOOR
333 West Wacker Drive
Suite 1200
Chicago, Illinois 60606-1389
Defendants - Franciscan Sisters Healthcare Corp., d/b/a St. Therese Medical Center and Victory Memorial Hospital Association

James A. Gately
4309 North Damen
Chicago, Illinois 60618
(312) 477-8033 (fax)
Defendant - Jensen Disposal, Inc.

Fred Weiszmann, Jr.
1356 Shermer Road
Northbrook, Illinois 60062
Defendant - Jensen Disposal, Inc.

Robert W. Gettleman
Michael J. Quinn
Bonnie S. Kartzman
D'ANCONA & PFLAUM
30 North LaSalle Street
Suite 2900
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Defendants - Norman Kramer and Sheldon Lovinger

Grace K. Angelos
Robert P. Zapinski
Raymond T. Reott
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One IBM Plaza
Suite 4400
Chicago, Illinois 60611
Defendants - North Chicago Refiners & Smelters, Inc., City of North Chicago

Bryan R. Winter
FUQUA, WINTER, STILES & ANDERSON, LTD.
Nine North County Street
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(708) 244-0033 (fax)
Defendant - North Shore Printers, Inc.

Michael J. Sreenan
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77 West Wacker Drive
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Chicago, Illinois 60601-1693
Defendant - Rubloff, Inc.

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10 South LaSalle Street
Suite 1800
Chicago, Illinois 60603
Defendant - Stone Container Corporation

Daniel J. Biederman
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222 North LaSalle Street
Suite 300
Chicago, Illinois 60601-1081
Defendants - VMC, Inc., Patricia C. Penn, Mary Littlefield, James B. Cain, Estate of John H. Cain and the Devisees and Legatees of John H. Cain, deceased, Cain Investment Company

Thomas W. Daggett
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225 West Wacker Drive
Suite 3000
Chicago, Illinois 60606-1229
Defendant - Waukegan Park District

Kristin E. Michaels
Jerome K. Bowman
Charles M. Chadd
POPE, BALLARD, SHEPHERD, FOWLE, LTD.
69 West Washington Street
Suite 3200
Chicago, Illinois 60602
Defendant - Westvaco Corporation

DEM11-05

Depo. Exerpts

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,)
6 Plaintiffs,)
7 v.)Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.,)Judge Leinenweber
9 Defendants.)Magistrate Judge Rosemond
10
11
12
13 July 30, 1993
14 9:30 a.m.
15
16 The deposition of OLE KIRKEGAARD resumed
17 pursuant to adjournment at Suite 7200, 233 South
18 Wacker Drive, Chicago, Illinois.
19
20
21
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23
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1 Yeoman Creek Landfill during that week.
2 A. Yes.
3 MR. RODRIGUEZ: I don't think I have anything
4 further now.
5 David.
6 MR. MUSCHLER: Yes.
7 Mr. Kirkegaard, my name is David
8 Muschler. I represent Coral International.
9 EXAMINATION
10 BY MR. MUSCHLER:
11 Q. You made a statement yesterday
12 afternoon, I believe, that at some point in time
13 you knew bad stuff went into the site, referring to
14 the Yeoman Creek site.
15 Can you tell me at what point in time
16 you knew that bad stuff went into the site?
17 A. Yes.
18 Q. When was that time?
19 A. Waukegan Disposal had had Coral Chemical
20 as one of their accounts in the sixties.
21 Q. I'm not talking specifically about
22 Coral, but you made a general comment that you knew
23 that bad stuff went into the site.
24 When did you first realize that bad

1 stuff went into the site?
2 MR. RANDOLPH: Answer to the best of your
3 recollection. Go ahead.
4 BY MR. MUSCHLER:
5 Q. Generally.
6 A. Whenever I picked up the trash for that
7 location.
8 Q. You testified yesterday that about two
9 years ago you met with some people in connection
10 with the Yeoman Creek site.
11 A. Yes.
12 Q. Can you tell us what those meetings were
13 about?
14 MR. RANDOLPH: Excuse me. To the extent that
15 they were with counsel, I'm going to instruct the
16 witness not to answer. I think he testified that
17 his meetings were with counsel, but to the extent
18 they weren't, if you can answer that question
19 without discussing meetings with counsel, you can
20 answer. Otherwise, do not answer.
21 BY MR. MUSCHLER:
22 Q. Can you answer my question?
23 A. Who I met with?
24 Q. No.

1 court reporter.)
2 BY MR. MUSCHLER:
3 Q. Sir, let me ask you about Coral now.
4 When did Coral first become a customer
5 of Waukegan Disposal, to the best of your
6 recollection?
7 A. In the sixties.
8 Q. In the early sixties or mid-sixties?
9 A. I don't know.
10 Q. Let me ask this: Do you recall ever
11 taking a pickup from Coral which would have
12 included Coral's waste to the Edward Field
13 landfill?
14 A. Yes.
15 Q. You do?
16 A. Yes.
17 Q. So Coral became a customer when Edward
18 Field was still open, is that correct?
19 A. Yes.
20 Q. Did you have any direct dealings with
21 anybody from Coral?
22 A. No.
23 Q. Did you solicit Coral to be a customer?
24 A. No.

1 Q. Do you know how Coral was billed during
2 this period of time that they were a customer? I
3 should limit it to up until 1969 when Yeoman Creek
4 closed.
5 A. I believe a flat rate.
6 Q. During the entire period of time?
7 A. I don't know.
8 Q. Okay. Do you recall ever making out any
9 documentation or tickets in connection with Coral
10 during this period of time?
11 A. No.
12 Q. Do you know what the rate was that Coral
13 paid for this service?
14 A. No.
15 Q. Did you have any input into determining
16 what that rate was?
17 A. No.
18 Q. Which route was Coral on?
19 A. The route that picked up Washington
20 Street.
21 Q. Okay.
22 A. West.
23 Q. Were they always on that route?
24 A. To the best of my knowledge, yes.

1 Q. Was there a time prior to when that
2 route started that you picked stuff up from Coral?

3 A. I don't recall.
4 Q. It's my recollection that your testimony
5 several days ago now was that that route started in
6 the mid-sixties.
7 Is that correct or incorrect?
8 MR. RANDOLPH: Are you asking him is it
9 correct or incorrect that that's his testimony or
10 correct or incorrect that that was the time that
11 that route started up?
12 MR. MUSCHLER: Let's make it whether that was
13 the time that that route started.
14 BY THE WITNESS:
15 A. I don't recall.
16 BY MR. MUSCHLER:
17 Q. So now you don't recall exactly when
18 that -- can we refer to it as the Washington Street
19 route?
20 A. Yes.
21 Q. Is that a fair description?
22 A. Yes.
23 Q. You don't recall when the Washington
24 Street route began or was first run, is that

1 correct?
2 A. It could have been in the mid-sixties.
3 Q. In the mid-sixties?
4 A. Yes.
5 Q. Was Coral on any other route that you
6 recall?
7 A. No.
8 Q. What was the number of containers that
9 were located at Coral?
10 A. They had six cubic yard container open
11 top.
12 MR. RANDOLPH: Dave, I have to make a phone
13 call around 2:30, if we could take about a
14 two-minute break.
15 MR. MUSCHLER: Do you want to break now?
16 MR. RANDOLPH: Yes, I'd like to.
17 (WHEREUPON, a recess was had.)
18 MR. MUSCHLER: Back on the record.
19 BY MR. MUSCHLER:
20 Q. You testified, Mr. Kirkegaard, with
21 regard to Coral there was a six cubic yard
22 container at that location, is that correct?
23 A. Yes.
24 Q. Okay. Now, how many containers were

1 there?
2 A. One.
3 Q. There was one six cubic yard container?
4 A. Yes.
5 Q. Was that for the entire period of time

6 that you picked up from Coral up to -- the period
7 we are concerned about, as I'm sure you realize, is
8 up to mid-1969.
9 Was there always one six cubic yard
10 container?
11 A. Yes.
12 Q. Was there ever a time that the container
13 was smaller than six cubic yards?
14 A. No.
15 Q. And you indicated that it was uncovered,
16 is that correct?
17 A. Yes.
18 Q. Was there any reason why it was
19 uncovered, to your knowledge?
20 A. They had bulky material.
21 Q. Bulky material?
22 A. Bulky material, yes.
23 Q. Were there any markings on the
24 container?

1 A. I don't recall.
2 Q. Do you recall the color by any chance?
3 A. Green, I believe.
4 Q. Green?
5 A. Yes.
6 Q. Would there be Waukegan Disposal written
7 on the container?
8 A. Some of them has the name on it and some
9 doesn't.
10 Q. Okay. But the container at Coral I take
11 it was a Waukegan Disposal container, correct?
12 A. Yes.
13 Q. Were there ever barrels prior to the
14 time that a container was there?
15 You indicated that there was a time when
16 you emptied barrels before containers came on the
17 scene. Do you ever recall emptying barrels at
18 Coral?
19 A. Yes.
20 Q. Okay. When did that occur?
21 A. Every time we got there they had the
22 container full plus extra barrels next to it, which
23 we picked up also.
24 Q. Okay. Were the barrels completely

1 picked up or emptied into the garbage truck?
2 Do you understand my question?
3 Did you pick up and dispose the whole
4 barrel, or did you empty the barrel into the
5 garbage truck?
6 A. The ones that was in the six-yard, we
7 empty it into the truck with the hoist. The ones
8 that was sitting next to the container or around
9 the container, we picked them up by hand and throw

10 them in there, too.
11 Q. Did you throw the contents of the
12 barrels in or the whole barrels in?
13 A. Some they wanted to keep, we emptied
14 them, and some we throw in it all.
15 Q. How did you know which ones to empty and
16 which ones to dispose?
17 A. Sometimes they came out and told us they
18 wanted to keep some barrels, the good ones, and
19 then the bad ones we threw away.
20 Q. Who was this that would come out?
21 A. Someone at Coral came out.
22 Q. Do you know that person's name?
23 A. No.
24 Q. How many barrels would there be that you

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1 would pick up in addition to the container?
2 A. Between 10 and 15.
3 Q. On every pickup --
4 A. Yes.
5 Q. -- would that be?
6 A. Yes.
7 Q. How frequent were your pickups?
8 A. That was five days a week.
9 Q. During the entire period of time you
10 picked up at Coral five days a week, is that
11 correct?
12 A. Yes.
13 Q. On each of those days, you had a similar
14 amount of waste to pick up, a container and 10 to
15 15 barrels?
16 A. Yes.
17 Q. Was there any discussion at any time
18 that they should get another container?
19 MR. RANDOLPH: You mean that Mr. Kirkegaard
20 had with them?
21 MR. MUSCHLER: That's right.
22 BY THE WITNESS:
23 A. No.
24 BY MR. MUSCHLER:

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1 Q. Did you have any discussion with your
2 brother Peder or anybody else at Waukegan Disposal
3 that Coral should have more containers? By
4 "containers," I mean Waukegan Disposal
5 containers.
6 A. No.
7 Q. Did you make any special runs to Coral
8 that you recall? By "special runs," call-ins, I
9 guess, during this period.
10 A. Yes.
11 Q. How frequently were those call-in runs?
12 A. Maybe a couple of times a month.

13 Q. What did you pick up on those occasions
14 when they called you for a pickup?
15 A. Barrels.
16 Q. Barrels?
17 A. Yes. On the flat bed.
18 Q. Okay. What did you do with those
19 barrels?
20 A. We took them to the landfill.
21 Q. Okay. Was there an occasion ever where
22 you picked up barrels from Coral and took them to
23 other customers?
24 A. No.

1 MR. RANDOLPH: Other customers of Waukegan
2 Disposal?
3 MR. MUSCHLER: Of Waukegan Disposal.
4 BY THE WITNESS:
5 A. No.
6 BY MR. MUSCHLER:
7 Q. Was there ever a time that you made a
8 request to Coral for empty barrels?
9 A. No.
10 Q. Do you recall any occasion that you may
11 have heard that your brother or somebody else from
12 Waukegan Disposal made a request to Coral for
13 barrels?
14 A. I don't recall, no.
15 Q. How often did you pick up from Coral?
16 A. Five days a week.
17 Q. Now, were you on the run that picked up
18 from Coral -- I should say how long were you on the
19 run when you picked up from Coral?
20 A. When I had that route on Washington
21 Street, I picked up that, and that could have been
22 a year, it could have been six months at a time.
23 Q. This information about the containers
24 and the barrels and the call-ins, is it your

1 testimony that that is information derived from
2 your memory during this period of time, that is,
3 the period of time when you were doing the route
4 for Coral?
5 A. Yes. Okay.
6 MR. RANDOLPH: Excuse me one second.
7 (WHEREUPON, discussion was had
8 off the record between the witness
9 and Mr. Randolph outside the
10 hearing of other counsel and the
11 court reporter.)
12 BY MR. MUSCHLER:
13 Q. Could you describe for us what was in
14 the container?
15 MR. RANDOLPH: Are we talking about the

16 six-yard container?
17 MR. MUSCHLER: The six-yard container.
18 BY THE WITNESS:
19 A. That was paper bags, empty paper bags,
20 pallet pieces, drums, fiber drums and light steel
21 drums. Once in a while some of the drums was not
22 emptied all the way complete. There was liquid in
23 the drums, and there was liquid in the bottom of
24 the six-yarder.

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1 BY MR. MUSCHLER:
2 Q. Anything else?
3 A. And there was corrugated mixed with
4 office papers as well.
5 Q. Well, let's do your percentage game.
6 What percent was paper bags.
7 MR. RANDOLPH: If you can tell us
8 percentages.
9 BY MR. MUSCHLER:
10 Q. To the best of your ability, sir.
11 A. I would say paper bags was 20 percent.
12 Q. And pallet pieces?
13 A. Ten.
14 Q. And you said drums, both fiber and light
15 steel.
16 A. Yes. I would say 50 percent of the
17 time -- of the --
18 Q. And can you quantify the amount of
19 liquid that would have been on the bottom of the
20 container?
21 A. In percentage?
22 Q. Yes.
23 A. Five percent.
24 Q. I believe you said corrugated boxes and

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1 office papers.
2 A. Another five percent.
3 Q. On the paper bags, was there any writing
4 on the paper bags?
5 A. Yes.
6 Q. Do you recall what that writing was?
7 A. No.
8 Q. What color were the bags?
9 A. Gray type.
10 Q. Let me ask you the same question with
11 regard to the drums, sir. Was there any writing on
12 the drums?
13 A. Some of them, yes.
14 Q. Do you recall what the writing was? Do
15 you recall any of the writing?
16 A. No.
17 Q. Okay. What color were the drums?
18 A. The fiber drums was tan, tan coloring,

19 and light steel drums was black.
20 Q. Can you describe the liquid in the
21 container? By "the container," I mean the six-yard
22 container.
23 MR. RANDOLPH: You mean the loose liquid at
24 the bottom?

1 MR. MUSCHLER: That's right.
2 BY THE WITNESS:
3 A. Yes. It was brownish-gray coloring.
4 There was more than just one color. Different
5 types of colors. A few times we got some on
6 our skin and it was itchy.
7 BY MR. MUSCHLER:
8 Q. Did you ever have to go to a doctor as a
9 result of getting it on your skin?
10 A. No.
11 Q. Did you ever go to the hospital?
12 A. No.
13 Q. Did it ever cause any inflammation on
14 the skin?
15 A. It caused irritations on the skin.
16 Q. You don't know what the liquid was
17 though, do you?
18 A. No.
19 Q. Can you describe for me what was
20 contained in the barrels?
21 MR. RANDOLPH: Just so we are clear, we are
22 talking about the barrels alongside the six-yard
23 container?
24 MR. MUSCHLER: That's correct.

1 BY THE WITNESS:
2 A. Some of the drums there was some powder
3 in them, and some of them was liquid, remains of
4 liquid.
5 BY MR. MUSCHLER:
6 Q. Were these generally empty drums though
7 that you are talking about?
8 A. Yes.
9 Q. Okay. There was just some leftover
10 powder or liquid.
11 A. Yes.
12 Q. Can you describe the liquid for me?
13 A. It was very strong, smelly type of
14 liquid.
15 Q. How about the powder?
16 A. It was very dusty and strong-smelling.
17 Q. You don't know what it was though, the
18 powder.
19 A. No.
20 Q. Do you know what the liquid was in those
21 barrels?

22 A. No.
23 Q. I'm going to ask you, sir -- I realize
24 you didn't realize when you came here that you were

1 going to turn into an artist, but to draw for me --
2 MR. RANDOLPH: I don't think that's happened
3 yet.
4 BY MR. MUSCHLER:
5 Q. -- the Coral site as you would pull up
6 to pick up.
7 A. Sure.
8 MR. RANDOLPH: Why don't you use a pencil?
9 (WHEREUPON, a certain document was
10 marked O. Kirkegaard Deposition
11 Exhibit No. 14, for identification,
12 as of 7/30/93.)
13 BY MR. MUSCHLER:
14 Q. Let me show you, sir, what has been
15 marked as Kirkegaard Deposition Exhibit No. 14 and
16 ask you whether that is the sketch of the Coral
17 Chemical facility that you just have drawn?
18 A. Yes.
19 Q. Okay. Can you describe for us where the
20 container was located at the facility?
21 A. Yes.
22 Q. Where?
23 A. On the north side of the building.
24 Q. Okay. How did you gain access to that?

1 A. From the west side. We backed into the
2 container.
3 Q. Okay. Was there a gate there or a fence
4 there?
5 A. Yes. On the north side, there was a
6 gate.
7 Q. Did you have to notify anybody from
8 Coral before the gate would be opened or was the
9 gate customarily opened for you?
10 A. It was opened.
11 Q. Okay. And take me through -- you're
12 driving up now. You're pulling the truck -- I take
13 it you back it in.
14 A. Yes.
15 Q. Is that correct?
16 A. Yes.
17 Q. You back it in.
18 Would you take me through step by step
19 what you do as the driver.
20 MR. RANDOLPH: Just go ahead and describe it.
21 BY MR. MUSCHLER:
22 Q. Just describe what you do.
23 A. Okay. I would come driving up to the
24 building and turn out and back in on the north side

1 of the building.
2 Q. And then what would you do?
3 A. Back up to the container.
4 Q. And then?
5 A. I would make sure that the truck was
6 right parallel with the container so they would fit
7 into the attachment in the back of the container.
8 I would get out of the truck, go in the back, rear
9 end of the truck, pick up a cable. There is a
10 wench up at the top of the truck. A wench.
11 Q. That's a cable off of the truck?
12 A. Yes. We use that cable to hook it onto
13 the back part of the six-cubic yard, and pull the
14 lever for the wench and it would pull up the rear
15 end of the container, which would automatically
16 empty into the garbage truck.
17 Q. Okay. Now, where was the control for
18 initiating the pulling up of the container?
19 A. On the rear end of the truck.
20 Q. On the rear end of the truck?
21 A. Right.
22 Q. Okay.
23 A. At the right side.
24 Q. As the materials were being dumped into

1 the truck, where were you located?
2 A. On the right side of the truck in the
3 rear.
4 Q. By that control?
5 A. Yes.
6 Q. Is that right?
7 A. Yes.
8 Q. Now, were you able to dump the whole
9 load in at one time?
10 A. No.
11 Q. Okay. What happened then?
12 A. Well, as you lift up the container to a
13 45-degree angle, stuff will fall into the hopper,
14 which is a two cubic yard opening. You would pull
15 the lever for the blade to come out. The packer
16 blade would come out and go down to the bottom of
17 the hopper, and it would pack in toward the truck
18 inside.
19 Q. I take it as that would happen some more
20 material would fall into the back of the truck.
21 A. Yes, and then you would lift up the
22 container a little more so more stuff would fall
23 into the hopper after the blade was in, and then
24 you will repeat the same again.

Q. How many times would you have to repeat that operation for a six-yard container?
A. I would say three to four times.
Q. Okay. And then what did you do?
A. Then I would pull the lever for the wench and let the container back down.
Q. And then what?
A. Then I would pull a little bit forward of the container, and then I would get off the truck again and pick up the barrels that was sitting around the container on both sides.
Q. Okay.
A. And empty them by hand into the truck.
Q. How long did that process take?
MR. RANDOLPH: Which process, the whole thing or just the drums?
MR. MUSCHLER: No, no. The drums.
BY THE WITNESS:
A. Three to four minutes.
BY MR. MUSCHLER:
Q. How long did the whole process take from the time that you were starting to back in?
A. 10 minutes, maybe, 12 minutes.
Q. Now, you have marked on this Exhibit No.

14 that there is, I believe, an office for Coral Chemical, is that correct?
A. Yes.
Q. How did you know that was the office for Coral?
A. That was the main office at that particular corner of the building.
Q. Did you ever go in the office?
A. No.
Q. Okay. Did somebody tell you that that was the office?
A. No, but -- anyone can see it's an office.
Q. How can you tell that that's an office versus the rest of the building? What was located in the rest of the building?
A. Because there's office windows and so forth.
Q. Okay. Now, was this the configuration at Coral for all the period of time that you picked up at Coral during this period?
A. Yes.
MR. MUSCHLER: Okay.
MR. RANDOLPH: Can I just note for the record

that on the exhibit that is Exhibit 14 the witness has drawn the building with the office in what

3 appears to be the northwest corner and just east of
4 the office and north of the office drawn a small
5 rectangle with little dots around the rectangle.
6 THE WITNESS: Yes.
7 MR. RANDOLPH: Does that represent where the
8 container and the drums were?
9 THE WITNESS: Yes.
10 MR. RANDOLPH: Okay.
11 BY MR. MUSCHLER:
12 Q. What time of the day would this usually
13 be?
14 A. I remember we had to be there before
15 3:00 o'clock because 3:00 o'clock was their closing
16 time at Coral.
17 Q. Okay.
18 A. Yes.
19 Q. So it was sometime prior to 3:00?
20 A. Before 3:00.
21 Q. Is that right?
22 A. Yes.
23 Q. Would it have been customarily after
24 12:00 noon?

1 A. I don't remember.
2 Q. Do you recall if you would have
3 customarily previously made a stop at the Yeoman
4 Creek dump on this route?
5 Do you understand my question?
6 A. Yes. Yes, it could have. Yes.
7 Q. Would that have been customary that you
8 would have previously made a stop at the dump so
9 that you would have had a somewhat empty truck at
10 that time?
11 A. Not necessarily. It all depends how
12 much we had on the load before we get to that
13 particular location.
14 Q. Did you leave any paperwork at Coral
15 after you made a pickup?
16 A. No.
17 Q. Did you ever have any discussions with
18 anybody at Coral?
19 A. No.
20 Q. Did you ever deliver Coral's materials
21 to any other site other than Yeoman Creek or
22 Edwards Field?
23 A. No.
24 MR. MUSCHLER: Okay. I think that's it.

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,) Vol VI
6 Plaintiffs,)
7 v.)Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.,)Judge Leinenweber
9 Defendants.)Magistrate Judge Rosemond
10
11 August 19, 1993
12 10:30 a.m.
13
14 The deposition of OLF KIRKEGAARD resumed
15 pursuant to adjournment at Suite 5600 233 South
16 Wacker Drive, Chicago, Illinois.
17
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A. Yeoman Creek.
Q. By "Yeoman Creek," are you including Edwards Field in that as well?
A. Edwards Field, yes.
Q. Okay. Where did the waste from the North Shore Sanitary District go during the time it was picked up by Waukegan Disposal?
A. Yeoman Creek and Edwards Field.
Q. You talked about two different facilities for the North Shore Sanitary District.
Do you recall that?
A. Yes.
Q. One of them being the Dahringer Road facility.
A. Yes.
Q. When did Waukegan Disposal begin picking up the Dahringer Road facility at North Shore Sanitary District?
A. Mid-sixties.
Q. How are you able to recall that that didn't begin until the mid-1960s?
A. That was a fairly new plant at that time.
Q. Where did the waste from Coral Chemical

go during the time it was picked up by Waukegan Disposal?
A. Edwards Field and Yeoman Creek.
Q. Was that true for both the regular pickups as well as the special pickups?
A. Yes.
Q. Where did the waste from St. Therese Hospital go during the time it was picked up by Waukegan Disposal?
A. Yeoman Creek, Edwards Field.
Q. How about Victory Hospital?
A. Yeoman Creek and Edwards Field.
Q. When the afternoon route filled up before you got to Griess-Pfleger, did you ever take the filled truck to any other landfill other than Edwards Field or Yeoman Creek?
A. Repeat the question again.
Q. Sure.
On the afternoon route, you testified on occasion you would fill the truck before you got to Griess-Pfleger.
Do you recall that?
A. Yes.
Q. When the truck filled up, did you ever

1 take the filled truck to any other landfill or
2 location other than Yeoman Creek or Edwards Field?
3 A. No.
4 MR. RANDOLPH: Can I have about three minutes
5 or five minutes to review my notes? I think I'm
6 just about done.
7 Why don't we take about a five-minute
8 break and I will finish up.
9 (WHEREUPON, a recess was had.)
10 MR. RANDOLPH: That concludes my examination
11 of Mr. Kirkegaard.
12 It's my understanding that the
13 individual plaintiffs may wish to examine Mr.
14 Kirkegaard at this point.
15 MR. BLEIWEISS: Good morning, Ole. I'm Shell
16 Bleiweiss representing Outboard Marine
17 Corporation.
18 EXAMINATION
19 BY MR. BLEIWEISS:
20 Q. Ole, did you ever see Stone Container's
21 own trucks make any deliveries to either Edwards
22 Field or Yeoman Creek Landfills?
23 A. No.
24 Q. Do you have any knowledge from any

1 about a customer by the name of Chem-Rite --
2 A. Yes.
3 Q. -- am I correct?
4 And Chem-Rite was on LeBaron Street, is
5 that correct?
6 A. Yes.
7 Q. Can you tell me whether you picked up
8 Chem-Rite before or after you picked up materials
9 from Coral?
10 A. It varies. Once in a while we would
11 pick up Coral first, and other times we would pick
12 up Chem-Rite first.
13 Q. Was there any reason why you would do it
14 in a different order?
15 A. It all depend on what -- see, Chem-Rite
16 and Coral is on the same street, very close by. It
17 all depends on what side you came from. If we came
18 from the north end, we would take Coral first, and
19 if we came from the south end off Washington
20 Street, we will take Chem-Rite first.
21 Q. It was my understanding that when we
22 were dealing with, I believe it's your Deposition
23 Exhibit No. 1 --
24 MR. RANDOLPH: Yes, sir.

1 BY MR. MUSCHLER:
2 Q. -- that you testified that you, I
3 believe, always came off Washington Street to pick
4 up Coral's materials.
5 A. There's two streets. There's Noll
6 Street and Washington Street side by side going
7 north and east each one of them. Once in a while,
8 we started off of Washington Street on Noll Street,
9 finished off Noll Street and came up on the other
10 end street, Monroe Street, and came up and started
11 on LeBaron, and right to your left was Coral
12 Chemical. If we came from that side, we would take
13 Coral Chemical first.
14 Other times we would stop at Washington
15 Street and start on LeBaron going north. When we
16 did that, we would take Chem-Rite first because
17 that was on the west side of Noll -- on LeBaron
18 before whatever you want to call it.
19 Q. Before Coral?
20 A. Yes, before Coral.
21 Q. How many customers did you have on
22 LeBaron Street?
23 A. About four or five.
24 Q. Okay. Now, for how long did you pick

1 up, you yourself, pick up materials from Chem-Rite?

2 A. During the sixties.
3 Q. But you drove different routes, didn't
4 you, sir?
5 A. Yes.
6 Q. And my question to you is for what
7 period of time did you yourself pick up materials
8 from Chem-Rite.
9 A. How long a time?
10 Q. Yes.
11 A. Combining when I was off the route and
12 came back on that route again, I would say three,
13 four years.
14 Q. Okay. That was during the sixties?
15 A. Yes.
16 MR. MUSCHLER: Okay. That's all I have.
17 Thank you.
18 MR. DAGGETT: Mr. Kirkegaard, I spoke with you
19 a couple weeks ago. I'm Tom Daggett, and I
20 represent the Waukegan Park District.
21 I'd like to ask you a few questions
22 about the aerial photo that has been shown to you
23 as Exhibit No. 26.
24

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,)
6 Plaintiffs,) VOLUME I
7 v.) Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.) Judge Leinenweber
9 Defendants.) Magistrate Judge Rosemond
10
11
12 The deposition of PEDER KIRKEGAARD,
13 called as a witness for examination, taken pursuant
14 to the Federal Rules of Civil Procedure of the
15 United States District Courts pertaining to the
16 taking of depositions, taken before MELANIE JAKUS,
17 a Notary Public within and for the County of
18 DuPage, State of Illinois, and a Certified
19 Shorthand Reporter of said state, at The Marc Plaza
20 Hotel, 509 West Wisconsin Avenue, Milwaukee,
21 Wisconsin, on the 19th day of October, A.D. 1993,
22 at 9:30 a.m.
23
24

1 drivers were injured by any of the waste that was
2 being picked up from your customers?
3 A. Yes. I remember I was injured myself at
4 one time.
5 Q. Can you tell us about that, please?
6 A. Yes. It happened at Coral Chemical
7 Company off of Washington Street in Waukegan.
8 While I was dumping the dumpster, some liquid ran
9 down on the top of my head. I didn't think much of
10 it at the time, but as I drove away from there it
11 started burning. I got my head rinsed off with
12 water, but it was a big hole into my head that it
13 burned pretty deep.
14 Q. It pierced through the skin.
15 A. Yes. Oh, way through the skin.
16 Q. Did it bleed, do you recall?
17 A. I don't think it was bleeding, no.
18 Q. Okay. When was that?
19 A. I cannot remember the date of when that
20 was.
21 Q. Do you think it was before or after you
22 incorporated?
23 A. It was after.
24 Q. Do you know when you picked up Coral

1 Chemical as a customer?
2 A. The day, no.
3 Q. Do you know approximately when it was
4 that you began picking up from Coral Chemical?
5 A. It was in the late sixties.
6 Q. Okay. Other than that, can you recall
7 any other time when you were injured by any of the
8 waste that Waukegan Disposal picked up from its
9 customers?
10 A. Not right off. I'm sure it happened,
11 but I can't remember any particular besides this.
12 Q. Can you recall any time when any of your
13 drivers were injured by any of the waste that was
14 picked up by Waukegan Disposal?
15 A. Not in particular.
16 Q. Do you recall any time that Ole was
17 injured by any of the wast that he picked up?
18 A. I remember very well Ole got injured
19 very badly from a motor that rolled off of a
20 roll-off and broke his neck. This was after he
21 worked for BFI.
22 Q. Okay. Let's just direct ourselves to
23 the time before --
24 A. Okay.

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,)
6 Plaintiffs,) VOLUME II
7 v.) Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.) Judge Leinenweber
9 Defendants.) Magistrate Judge Rosemond
10
11
12 October 20, 1993
13 9:30 a.m.
14
15 The deposition of PEDER KIRKEGAARD
16 resumed pursuant to adjournment at The Marc Plaza
17 Hotel, 509 West Wisconsin Avenue, Milwaukee,
18 Wisconsin.
19
20
21
22
23
24

1 responsibilities to handle the billing?
2 A. Yes.
3 Q. To your knowledge, was your wife ever in
4 a position to know what type of waste was picked up
5 from specific Waukegan Disposal customers?
6 A. No, I don't believe she was.
7 Q. I take it she never went out on the
8 truck.
9 A. No.
10 MR. BOWMAN: Just had to ask every question.
11 If you will just give me one minute, I
12 think I'm done.
13 Thank you, Mr. Kirkegaard. I think
14 that's all I have now.
15 THE WITNESS: You're welcome.
16 MR. MUSCHLER: Mr. Kirkegaard, my name is Dave
17 Muschler. I represent Coral International. You
18 may have known them as Coral Chemical at some
19 time.
20 THE WITNESS: Absolutely.
21 EXAMINATION
22 BY MR. MUSCHLER:
23 Q. Was Coral a customer of yours?
24 A. Yes.

1 Q. Okay. For how long was Coral a customer
2 of Waukegan Disposal?
3 A. For several years.
4 Q. Can you tell me when they first became a
5 customer?
6 A. Not in particular, but it was in the
7 late sixties, middle to late sixties.
8 Q. Mid to late sixties.
9 How long were they a customer of
10 Waukegan Disposal?
11 A. They continued to be a customer of
12 Waukegan Disposal till we sold out to BFI.
13 Q. To your knowledge, were they then a
14 customer of BFI?
15 A. I believe so.
16 Q. Okay. Can you tell me, Mr. Kirkegaard,
17 how they became a customer of Waukegan Disposal?
18 A. That I could not tell you.
19 Q. Did you solicit them?
20 A. I don't believe I did personally.
21 Q. Do you know --
22 A. It could have come in by the phone or --
23 I'm not sure.
24 Q. Okay. As you sit here today, you don't

1 know -- you do not remember that you yourself
2 solicited Waukegan Disposal. Excuse me. Let me

3 start over again.
4 As you sit here today, you do not recall
5 that you yourself solicited Coral to be a customer
6 of Waukegan Disposal.
7 A. No, I don't.
8 Q. Okay. Did you have any dealings with
9 anybody at Coral?
10 A. I personally don't recall any dealings
11 with any particular person at Coral.
12 Q. Do you know, as you sit here today, any
13 names of any employees of Coral?
14 A. No.
15 Q. Would you describe your involvement
16 personally now, Peder Kirkegaard, your involvement
17 with Coral?
18 A. My involvement with Coral was that I
19 made pickups there. They had a six-yard container
20 in back of the building, which is a big dumpster
21 that has to be hoisted up with a cable that's
22 mounted on the back of the truck.
23 Q. And that was your only contact with
24 Coral.

1 A. Excuse me.
2 Q. That was your only contact with Coral,
3 that is, that you drove a truck into Coral and
4 picked up from Coral.
5 A. Basically, yes.
6 Q. Okay. Can you tell me, sir, where Coral
7 was located?
8 A. They were located off of Washington
9 Street west of Waukegan.
10 Q. Okay. Can you describe the garbage
11 pickup area at Coral?
12 A. Yes. I recall we would come in from the
13 street, I believe the street were called LeBaron,
14 and we would come in close to the office building
15 and the offices and turn around and back up to a
16 loading dock that was sitting outside a big
17 overhead door where they would bring out the waste
18 from the factory.
19 Q. Okay. You testified that they had one
20 six-yard container.
21 A. They had one six-yard container.
22 Q. Was there any time, sir, that the
23 description or the characterization of the pickup
24 area at Coral changed in any way?

1 A. Not to my knowledge.
2 Q. Okay. How many times do you think, in
3 your best estimate, sir, you made an actual pickup
4 at Coral?
5 A. Oh, I would say a lot of times.

6 Q. Okay. Would you say that you picked up
7 there more than anybody else at Waukegan Disposal?
8 A. No. I will not say that, but I was in
9 there plenty.
10 Q. Okay. During what years were you in
11 there picking up from Coral personally now?
12 A. From the time we received the account
13 till, basically, we sold out to BFI.
14 Q. Okay. Did you do any pickups -- were
15 you on the truck at all --
16 A. Yes.
17 MS. CLOKEY: Let him finish the question.
18 BY MR. MUSCHLER:
19 Q. -- after Waukegan Disposal sold out to
20 BFI?
21 A. No.
22 Q. So it was up to the time that you sold
23 your business to BFI, is that correct?
24 A. Yes.

1 Q. It's your recollection that during the
2 times that you made pickups at Coral the area where
3 you picked up from did not change at all, is that
4 correct?
5 A. Not to my recollection.
6 Q. Okay. Was there ever a time that they
7 had any other containers other than a six-yard
8 container?
9 A. There was other times we had special
10 pickups.
11 Q. Okay. But how about the container that
12 was there? Did they always have a six-yard
13 container?
14 A. To my knowledge, they always had a --
15 they started out with a six-yard container.
16 Q. Up until you sold your business to BFI,
17 they had a six-yard container.
18 A. I believe so.
19 Q. Do you have any recollection of their
20 ever having a roll-off box?
21 A. I do not recall that, but I remember we
22 had a dump truck in there to pick up before we got
23 the roll-off.
24 Q. Okay. So there was a time that they had

1 a roll-off box.
2 A. A dump truck.
3 Q. A dump truck?
4 A. Yes.
5 Q. Now, was that for a special pickup?
6 A. That was for a special pickup.
7 Q. Okay. But it is your testimony that
8 they always had a six-yard container.

9 A. Yes.
10 Q. Okay. Was that Waukegan Disposal's
11 six-yard container?
12 A. Yes, it was.
13 Q. Do you know what kind of business Coral
14 was in?
15 A. Chemical.
16 Q. What do you mean by chemical business?
17 A. Well, I don't know especially what type
18 of chemical it was.
19 Q. Do you know them to be in the chemical
20 business because their name at one time was Coral
21 Chemical?
22 A. No, because of the material that we
23 picked up there as waste was pretty powerful
24 stuff. At one time I got a burn on the top of my

1 head very badly from some material that leaked out
2 from the container.
3 Q. Okay. I'll get back to that, if I may.
4 You don't know what chemicals Coral
5 deals with though, is that correct?
6 A. No, I don't.
7 Q. Okay. Do you know what products Coral
8 makes?
9 A. No.
10 Q. Do you know what customers Coral has?
11 A. No.
12 Q. Can you tell me who else would have done
13 the pickups at Coral?
14 A. Richard Engstrom was a driver of ours,
15 Ole Kirkegaard, and basically the drivers we had in
16 the late sixties would have done it at one time or
17 another.
18 Q. Was Mr. Josephson ever a driver for
19 Waukegan Disposal?
20 A. No.
21 Q. How frequently did Waukegan Disposal
22 pick up at Coral?
23 A. I can't recall that.
24 Q. So you don't know if they picked up

1 every workday at Coral.
2 A. I'm not sure.
3 Q. Okay. You did testify though that there
4 were special pickups on occasion.
5 A. Yes.
6 Q. Can you tell me how often there were
7 special pickups at Coral?
8 A. It was maybe once or twice a month.
9 Q. Okay. Can you tell me what was the
10 nature of the waste contained in the special
11 pickups?

12 A. That was empty drums and like corrugated
13 drums and also some metal drums with some material
14 in them. They had lids on them so we did not know
15 what was in the drums.
16 Q. Was there any writing on the drums?
17 A. There was some labels on the drums
18 maybe. I believe it was, yes.
19 Q. Okay. But are you sure now?
20 A. I'm sure.
21 Q. Okay. What were those labels?
22 A. I couldn't tell you.
23 Q. Okay. You said that the drums were
24 generally empty.

1 MR. RANDOLPH: Excuse me. I think that's a
2 misstatement. I think that some of them were and
3 some of them weren't. I object.
4 MR. MUSCHLER: Let me go back.
5 BY MR. MUSCHLER:
6 Q. What were the drums? Can you describe?
7 A. Some of the drums were corrugated drums,
8 and some were metal drums, and some of the drums
9 would have amounts of a material left in them
10 because they were very heavy.
11 Q. Okay. Were they covered drums?
12 A. They were covered drums, yes.
13 Q. What would you do with those drums?
14 A. We would take them to the landfill.
15 Q. Now, before you took them to the
16 landfill -- let's pretend we are at the Coral
17 location now.
18 A. Okay. Coral Chemical.
19 Q. And you have the drums there.
20 What do you do with the drums?
21 A. Coral would bring them out on a forklift
22 to the truck and load them.
23 Q. So Coral would load them onto your
24 garbage truck.

1 A. Yes, onto our dump truck.
2 Q. Okay. Then you would take them and
3 deliver them to the landfill.
4 A. Yes.
5 Q. Were they always delivered to Yeoman
6 Creek Landfill?
7 A. Yes.
8 Q. Okay. Now, this was in connection with
9 the special pickups, is that right?
10 A. Yes.
11 Q. Can you describe for me the nature of
12 the waste that Coral had on a general basis, not
13 the special pickups?
14 A. Yes. There was quite a bit of paper

15 bags, but there was also some smaller size
16 corrugated drums they had dumped into the six-yard
17 dumpster with some remaining powder and chemicals
18 in them.
19 Q. Now, you say "powder and chemicals."
20 How do you distinguish between powder
21 and chemicals?
22 A. Well, let's call it powder.
23 Q. Okay. So you don't know what that
24 powder was.

1 A. No.
2 Q. Okay. Did the powder have any color to
3 it?
4 A. As I recall, it was white.
5 Q. Do you remember anything else about the
6 waste of Coral?
7 A. Well, empty paper bags and napkins,
8 waste from the men's room, I believe, and that's
9 basically it. There was some juice left in the
10 dumpster as well.
11 Q. Some what left in the dumpster?
12 A. Some liquid.
13 MR. RANDOLPH: I think he said "juice."
14 BY MR. MUSCHLER:
15 Q. Do you know what that liquid was?
16 A. No, I don't know, but I felt what it was
17 like. This is the material that ran down on the
18 top of my head.
19 Q. Let me ask you again, before we get to
20 that, did the containers at Coral have covers on
21 them?
22 A. They had a cover on them, but as the
23 employees from Coral Chemical closing the lids,
24 rainwater could get into it as well.

1 Q. So this liquid could have been
2 rainwater, is that correct?
3 A. It could have been rainwater mixed with
4 some of the chemical that developed the action that
5 burned my head.
6 Q. But I'm going to take you back, sir.
7 A. Okay.
8 Q. You testified that there was powder in
9 that.
10 A. Yes.
11 Q. You didn't know that that was chemical
12 now, did you?
13 A. No, I couldn't.
14 Q. Okay. So you don't know whether the
15 rainwater was mixed with any chemicals, do you?
16 MR. RANDOLPH: Which rainwater are we now
17 talking about?

18 MR. MUSCHLER: I'm talking about the rainwater
19 that he just described in the container
20 MR. RANDOLPH: The rainwater that fell on his
21 head?
22 MR. MUSCHLER: No, I'm not.
23 MR. RANDOLPH: I'm not sure then.
24 BY MR. MUSCHLER:

1 Q. Mr. Kirkegaard, you described that the
2 containers were at times open.
3 A. Yes.
4 Q. That they could accumulate rainwater, is
5 that correct?
6 A. They could. They could.
7 Q. You can't testify, as you sit here
8 today, though that that rainwater was combined with
9 chemicals.
10 A. No, but I can say this: It could have
11 been a liquid chemical then that ran out of the
12 dumpster and onto my head.
13 Q. Do you know that Coral Chemical utilized
14 any liquid chemicals?
15 A. I don't know that.
16 Q. Okay. Let's get to the incident that
17 you're so anxious to tell us about in connection
18 with --
19 MR. RANDOLPH: Object to the form of the
20 question.
21 BY MR. MUSCHLER:
22 Q. -- what happened at Coral.
23 Can you describe that for me?
24 A. Yes, very easily. I had the dumpster

1 hoisted up in the air and walked around to the
2 other side with the dumpster up in the air. You
3 had to compact the packer several times to empty
4 what was in the dumpster, and by going underneath
5 the dumpster, this material leaked down on top of
6 my head.
7 Q. Okay. Can you tell us when that
8 occurred, sir? How long ago?
9 A. In the middle to late sixties.
10 Q. Okay. You're able to identify the
11 middle to late sixties rather than sometime, say,
12 in the early seventies?
13 A. It was not in the early seventies. It
14 was in the sixties.
15 Q. How do you know it was not in the early
16 seventies?
17 A. Because I recall it was in the sixties.
18 Q. Okay. You said that you picked up from
19 Coral from the mid to the late sixties, beginning
20 in the mid to the late sixties --

21 A. Yes.
22 Q. -- to the time that your company,
23 Waukegan Disposal, was purchased by
24 Browning-Ferris, is that correct?

1 A. That's correct.
2 Q. When did that purchase occur?
3 A. In '72.
4 Q. Okay. Now, my question though, sir, is
5 how can you state so affirmatively that this
6 incident occurred in the late sixties rather than
7 in the early seventies?
8 A. Well, I probably remember this incident
9 very clearly since it was a pretty serious injury.
10 Q. Is there any benchmark that allows you
11 to remember it was during that time period?
12 A. Well, no, but I can remember it was at
13 the time because we talked about it, all the
14 drivers, that we had to be very careful.
15 Q. You said it was an injury.
16 What was the nature of the injury?
17 A. The nature of the injury was that that
18 liquid burned a hole into the top of my head pretty
19 deep.
20 Q. What did you do as a result of that?
21 A. I rinsed it out and kept it clean.
22 Q. Did you seek any medical help?
23 A. No.
24 Q. Okay. You rinsed it out.

1 When do you recall rinsing it out?
2 A. Right after it happened because it
3 started burning.
4 Q. Did you rinse it out at Coral or at some
5 other location?
6 A. No, at the next pickup place because it
7 started burning.
8 Q. Do you recall where the next pickup
9 place was?
10 A. Yes. It was over at Country Club
11 Apartments.
12 Q. You never sought any medical treatment
13 for it.
14 A. No.
15 Q. Did you do anything to the injury after
16 you rinsed it out at the next stop?
17 A. Well, when I came home, my wife looked
18 at it, and we put some iodine or whatever into it
19 to keep it from getting infected.
20 Q. Okay. After that, did you do anything?
21 A. I watched it on a daily basis to make
22 sure it didn't --
23 Q. But you never sought any medical

24 treatment for that.

1 A. No.
2 Q. Was there anybody else present at Coral
3 at the time that this incident occurred?
4 A. No, because I already had left Coral at
5 the time I realized what had happened.
6 Q. When you were at Coral, did you realize
7 that something had fallen on your head?
8 A. Yes.
9 Q. When you --
10 A. I felt it.
11 Q. Okay. Did you wipe it off then?
12 A. I just wiped it with my hand and
13 continued working.
14 Q. Did your hand become irritated or
15 infected at all?
16 A. No, because I wiped that. No, it did
17 not.
18 Q. Okay. Was there anybody else on the
19 truck with you at the time of that incident?
20 A. No.
21 Q. Did you ever inform Coral of that
22 incident?
23 A. No, I didn't.
24 Q. Did you ever ask Coral what they had in

1 their containers?
2 A. No.
3 Q. Were you ever involved in any other
4 incidents with Coral?
5 A. No.
6 Q. Are you aware whether any of your other
7 drivers were involved in any incidents at Coral?
8 MS. CLOKEY: Can you define what you mean by
9 the term "incident"?
10 MR. MUSCHLER: Something out of the ordinary
11 from a normal pickup at a location.
12 BY THE WITNESS:
13 A. Oh, yes. We had several fires in the
14 truck after pickups from Coral.
15 BY MR. MUSCHLER:
16 Q. Okay. Now, let me take you back because
17 you're responding to my question about whether you
18 had experienced any other incidents or your
19 drivers?
20 A. I had experience personally.
21 Q. Okay. Would you describe that?
22 A. Yes. This Coral Chemical were always
23 picked up before we went over to Country Club
24 Apartments, which were a big complex over by Green

1 Bay and Washington Street, and we started dumping
2 containers into the packer truck and a fire started
3 immediately after dumping one container.
4 Q. After dumping a container from Coral?
5 A. No, into the material that was left in
6 the truck from Coral.
7 Q. Okay. So you say that you dumped
8 material from Country Club Apartments into your
9 compactor truck.
10 A. Yes.
11 Q. And a fire resulted after you dumped
12 those materials in.
13 A. That's correct, after they mixed with
14 material we had picked up at Coral.
15 Q. Let me ask you this: When you picked up
16 at Coral, was that your first pickup on a route or
17 were there prior pickups before Coral?
18 A. There was other pickups before that.
19 Q. There were prior pickups before Coral.
20 A. Yes.
21 Q. So when you picked up at Coral, you had
22 material in the truck already.
23 A. Yes.
24 Q. Would there be any way, as you sit here

1 today, that you could estimate how full your truck
2 was when you picked up generally at Coral?
3 A. I could estimate approximately half
4 full.
5 Q. Okay. Then your testimony is that after
6 you picked up at Coral and went to Country Club
7 Apartments a fire occurred in your truck.
8 A. Yes.
9 Q. Okay. How often did that occur?
10 A. That occurred once for me and two or
11 three times for another driver named Richard
12 Engstrom.
13 Q. Did it happen with any of your other
14 drivers?
15 A. That I couldn't recall.
16 Q. What did you do after the fire?
17 A. We dumped the load.
18 Q. Where did you dump it?
19 A. In an open field by the apartment
20 buildings.
21 Q. Did you ever inform Coral of these
22 incidents?
23 A. Yes, we did.
24 Q. How did you do that?

1 A. We told them next time at the pickup.

2 Q. Who did you tell?
3 A. The people in the plant.
4 Q. Did you ever write them any letters in
5 connection with this?
6 A. No, I don't believe we did.
7 Q. Did you handle Coral waste any
8 differently from any other customers?
9 A. No.
10 Q. When, to your recollection, sir, was the
11 last time that you were at Coral?
12 A. I cannot remember the last time.
13 Q. The last time though that you did a
14 garbage pickup at Coral would be sometime prior to
15 the acquisition of your company by BFI, is that
16 correct?
17 A. That's correct.
18 Q. After your company was sold to BFI, did
19 you have any dealings with Coral?
20 A. No, I didn't.
21 Q. Did you ever inform anybody at BFI that
22 the materials that you were picking up from Coral
23 may have been dangerous?
24 A. I don't recall doing that.

1 Q. Again, sir, you don't know what liquids
2 struck you on the head in that one incident, do
3 you?
4 A. No.
5 MR. MUSCHLER: I think that's all I have,
6 sir. Thank you.
7 MS. STEIN: Good morning, Mr. Kirkegaard. My
8 name is Marta Stein, and I represent Stone
9 Container Corporation. I'm also going to ask you a
10 couple questions this morning.
11 THE WITNESS: Okay.
12 EXAMINATION
13 BY MS. STEIN:
14 Q. You mentioned during your testimony
15 yesterday that Stone Container was a customer of
16 Waukegan Disposal, is that correct?
17 A. That's correct.
18 Q. When did Stone Container first become a
19 customer of Waukegan Disposal?
20 A. I cannot remember the exact year, but it
21 was in the sixties.
22 Q. Do you recall if it was in the early
23 sixties or the mid-sixties?
24 A. I would say it was from the middle to

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,)
6 Plaintiffs,)VOLUME III
7 v.)Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.)Judge Leinenweber
9 Defendants.)Magistrate Judge Rosemond
10
11
12 October 21, 1993
13 9:40 a.m.
14
15 The deposition of PEDER KIRKEGAARD
16 resumed pursuant to adjournment at The Marc Plaza
17 Hotel, 509 West Wisconsin Avenue, Milwaukee,
18 Wisconsin.
19
20
21
22
23
24

1 special pickup.
2 BY MR. RANDOLPH:
3 Q. So the purchase orders which are part of
4 Exhibit 41, as well as Exhibit 5, reflect charges
5 just for the regular pickups, is that right?
6 A. Yes, yes.
7 Q. I'd like next to direct your attention
8 to Coral Chemical.
9 Do you recall your testimony yesterday
10 about Coral Chemical?
11 A. Yes, I do.
12 Q. In addition to the six-yard container
13 you described at Coral Chemical, do you recall
14 whether employees of Coral Chemical would on
15 occasion bring out other types of containers of
16 waste to be disposed of by Waukegan Disposal?
17 A. Yes. I remember on quite a few
18 occasions they would come and tell us they had some
19 more material inside, and they would bring it out
20 on a forklift and dump it right into the hopper of
21 the truck.
22 Q. What kinds of containers would that
23 additional waste have been contained in?
24 A. That would be drums, corrugated drums

1 half full or some empty and some bags and some
2 cafeteria waste and material like such.
3 Q. Okay. When you say "corrugated drums,"
4 what size drum are you talking about?
5 A. Approximately 30 gallon.
6 Q. Would those have contained the same
7 type, generally, of waste that was contained in the
8 six-yard container at Coral Chemical?
9 A. Yes. It was because the container
10 outside were full so there was additional material.
11 Q. Did that waste at Coral Chemical also
12 include office waste?
13 A. Yes, it did.
14 Q. Did the waste at United States Envelope
15 also include office waste?
16 A. Yes, it did.
17 Q. In using the term "office waste," Mr.
18 Kirkegaard, do you remember that there was a number
19 of types of items that would be included within
20 that category?
21 A. Yes, that could be a mixture of like
22 even carbon paper and all kinds of different types
23 of paper, paper clips, staples and so on.
24 Q. Did that include such things as

1 cigarette butts?
2 A. Yes.
3 Q. Newspapers.

4 A. And newspapers.
5 Q. Soft drink cans and bottles.
6 A. Yes.
7 Q. And you talked about papers.
8 Are you talking about papers with
9 printing and lines on them?
10 A. That would be paper with printings on
11 it.
12 Q. Do you recall an incident regarding a
13 Christmas tree catching on fire relating to Coral
14 Chemical?
15 A. Yes, I do.
16 Q. Could you tell us what happened?
17 A. We had just picked up Coral Chemical and
18 went into Country Club Apartments. It was right
19 after Christmas, and they always put their
20 Christmas trees out. We put -- I don't remember if
21 it was one or two Christmas trees in the hopper and
22 packed it. All of a sudden almost like an
23 explosion started, and we just made it to dump the
24 truck. It was very, very hot fire.

1 Q. You say the truck was on fire at that
2 time.
3 A. Yes.
4 Q. Where did you dump it?
5 A. It was in an open field right behind the
6 Country Club Apartments.
7 Q. When you would dump this load that was
8 on fire, what would you do after you dumped it?
9 A. Well, if it was in a dangerous area, we
10 would call the fire department. Otherwise, we
11 would just let it burn.
12 Q. After it burned out, what would you do
13 with the waste?
14 A. We would come back and clean it up.
15 Q. Where would that waste go?
16 A. To the Yeoman Creek landfill.
17 Q. Next, I'd like to turn your attention to
18 Stone Container and ask you to take a look, if you
19 would, at Exhibit 22 to the depositions.
20 MS. CLOKEY: Which is a single sheet of paper.
21 MR. RANDOLPH: It should be a front and back.
22 It's Pages 278 and 279, I think. Maybe they only
23 copied this first side.
24 MS. CLOKEY: I have only a single sheet.

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

AFFIDAVIT OF VERNON T. LADEWIG, JR.

I, Vernon T Ladewig, Jr. having first been duly sworn upon oath, do hereby depose and state as follows:

1. I have personal knowledge of the facts set fort in this affidavit and would be competent to testify thereto.

2. I reside at 1341 Eastview Drive, Waukegan, Illinois 60085.

3. From 1964 to 1970 I was employed by the Waukega Disposal Company. During 1968 through 1970 I worked for Waukegan Disposal Co. full time. Prior to that time, for abou four years, I worked part-time. My duties included driving a garbage truck, picking up waste from commercial customers, and hauling the waste to whatever dump site Waukegan Disposal was using at the time. For the first month or so that I worked fo Waukegan Disposal, we used the landfill that is now Edwards Field. When it filled up and closed we changed to the Yeoman Creek Landfill in Waukegan, Illinois for disposal. Sometime i 1969, Waukegan Disposal stopped using the Yeoman Creek Landfi

4. Except where indicated otherwise in my testimor below, all customers' waste was picked up from one-yard dumpsters which the customers kept outside of their buildings. These dumpsters routinely contained a variety of materials including paper, metal, rags, wood -- basically all the waste the customer generated except those disposed down a sewer.

14. North Chicago Sanitation Department sent sludges containing cranberry pulp from Ocean Spray at 22nd and Commonwealth. We picked up 2 dumpsters twice a week.

15. Coral International Chemical Company, north of Washington Street and about 1/2 to 3/4 mile east of Route 41, was a daily customer. They sent 2-3 yards of chemicals in fibre drums every day. The chemicals appeared to be different powders. Their waste frequently caught fire in the truck until they switched to roll-off containers. They were a customer during the entire time I worked for Waukegan Disposal.

16. The Rustic Manor in Gurnee sent kitchen waste. I picked up ten 30 gal. cans every other Saturday. Other drivers probably picked up during the week.

17. Petropolis Brothers, an appliance dealer in downtown Waukegan near Samples, sent old appliances. Waukegan Disposal picked them up in the pick-up truck. We picked up approximately 15 large appliances each month. They were a customer during the entire time I worked for Waukegan Disposal.

18. Blumberg Furniture sent paper, garbage, old large appliances, etc. We picked up 12 dumpsters every day. They were a customer during the entire time I worked for Waukegan Disposal.

19. Waukegan Paint and Lacquer on Market Street sent 55 gallon barrels of naptha and paint. We would pick up 4-6 barrels per month in the pickup truck. Peder Kirkegaard

SUMMARY FOR CAIN BENEFICIARIES

The beneficiaries of American National Bank and Trust Company of Chicago Land Trust #22859 ("the Trust") are Cain Investment Company, James B. Cain, the Estate of John H. Cain and the devisees and legatees of John H. Cain, Mary Littlefield and Patricia C. Penn. (Ex. 1)

The Trust acquired the property on which the Waukegan Plaza Shopping Center is located by deed of trust from Ruth E. Hultgren on February 2, 1966. (Ex. 2)

A portion of the parcel which includes the Waukegan Plaza Shopping Center is within the boundaries of waste delineation south of the Edwards Field portion of the Yeoman Creek/Edwards Field Site. (Final Remedial Investigation Report, Figure 8.) The type of waste present on this parcel consists of typical, putrescible municipal solid wastes and materials such as cloth, paper, plastic, metal scraps, pieces of rubber and a black or gray viscous material. (Final Remedial Investigation Report, ¶ 4.1.1.3.)

158594.1

HINSHAW & CULBERTSON

SUITE 300
222 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60601-1081

312.704.3000

TELEFAX 312.704.3001

BELLEVILLE, ILLINOIS
BLOOMINGTON, ILLINOIS
JOLIET, ILLINOIS
LISLE, ILLINOIS
PEORIA, ILLINOIS
ROCKFORD, ILLINOIS
SPRINGFIELD, ILLINOIS

URBANA, ILLINOIS
WAUKEGAN, ILLINOIS
BOCA RATON, FLORIDA
MIAMI, FLORIDA
ST. LOUIS, MISSOURI
APPLETON, WISCONSIN
MILWAUKEE, WISCONSIN

November 7, 1991

WRITER'S DIRECT DIAL NO.
704-3070

FILE NO.

Shell J. Bleiweiss, Esq.
McDermott, Will & Emery
227 West Monroe Street
Chicago, IL 60606

Re: Yeoman Creek and Edwards Field Landfill Investigations

Dear Mr. Bleiweiss:

This correspondence shall confirm that Mr. James B. Cain is providing his authorization to the Yeoman Creek PRP Committee for temporary site access to the property known as the Waukegan Plaza Shopping Center ("Property"). Mr. Cain reserves the right to revoke site access. Site access is extended for the limited purpose of allowing Golder and Associates to conduct environmental testing on the property as described in your letter to me dated October 15, 1991.

This correspondence shall further confirm that the Yeoman Creek PRP Committee agrees to indemnify the parties ("Parties") identified in Schedule A attached hereto, from any and all claims, causes of action and demands for bodily injury, including death, and injury to property, real or personal, which arises from negligent activity by the Committee on the Property pursuant to this access agreement, except claims, causes of action and demands arising out of the negligence of the Parties.

Shell, if you have any questions please do not hesitate to contact me.

Very Truly Yours,

HINSHAW & CULBERTSON

Daniel J. Biederman

Daniel J. Biederman

DJB/

cc: Stephen H. Malato, Esq.

CAIN BENEFICIARIES
ADR EXHIBIT #1

SCHEDULE A

1. Patricia C. Penn;

2. Mary Littlefield;

3. James B. Cain;

4. Estate of John H. Cain, & the Devisees and Legatees of John H. Cain, deceased;

5. American National bank as trustee, trust number 22859 dated February 7, 1966; and

6. Cain Investment Company, an Illinois Partnership.

HINSHAW & CULBERTSON

☐ IN # _____

BELLEVILLE, ILLINOIS
BLOOMINGTON, ILLINOIS
JOLIET, ILLINOIS
LAKE FOREST, ILLINOIS
LISLE, ILLINOIS
PEORIA, ILLINOIS
ROCKFORD, ILLINOIS

SUITE 300
222 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60601-1081

312.704.3000

TELEFAX 312.704.3001

SPRINGFIELD, ILLINOIS
URBANA, ILLINOIS
WAUKEGAN, ILLINOIS
BOCA RATON, FLORIDA
MIAMI, FLORIDA
ST. LOUIS, MISSOURI
APPLETON, WISCONSIN
MILWAUKEE, WISCONSIN

☒ OUT # 60

11/7/91

TELECOPIER TRANSMISSION

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DATE: 11/7/91 TIME: 4:30 P.M

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MATTER NO.: 182838 MATTER NAME: _____

TO: (Name) SHELLY J. BLEIWEISS, ESQ., MCDERMOTT, WILL & EMERY

Telecopier No.: (312) 984-2099

FROM: DANIEL J. BIEDERMAN USER # 7942

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2

CHICAGO TITLE INSURANCE COMPANY

15 SOUTH COUNTY STREET, WAUKEGAN, IL 60085 (708) 662-8000

TRACT INDEX SEARCH

MCDERMOTT WILL & EMERY
227 W MONROE ST
SUITE 3100
CHICAGO, ILLINOIS 60606
PAT BOWMAN

CTIC Order No.: 1409 TS332134 LK
Cover Date: OCTOBER 22, 1992
Ref: OWNERSHIP FROM 1/1/55

GA4/LT

Legal Description of Land Searched: (See Attached)

Permanent Tax Number (P.I.N.):
09-17-200-032

Street Address of Land Search (as furnished by Applicant):
ILLINOIS

Grantee(s) in last recorded conveyance:
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST # 22859

In accordance with the application, a search of tract indices discloses the following items. With respect to residential properties, we may not have shown mortgages, trust deeds, or other liens which were eliminated by transactions closed through CTIC or Chicago Title and Trust Company.

DOCUMENT/CASE NO.:	870159
GRANTOR:	ROBERT ROY TINSLEY & AL
GRANTEE:	THE COSMOPOLITAN NAT'L BK OF CHGO
INSTRUMENT:	DT
DATE:	06-17-55
RECORDED:	06-20-55
REMARKS:	ALSO AFFECTS OTHER PROPERTY

DOCUMENT/CASE NO.	873881
GRANTOR:	ROBERT ROY TINSLEY & AL
GRANTEE:	THE COSMOPOLITAN NAT'L BK OF CHGO, TR# 3468
INSTRUMENT:	DT
DATE:	06-17-55
RECORDED:	07-15-55
REMARKS:	RE-RECORD OF DOC 870159 ALSO AFFECTS OTHER PROPERTY

(CONTINUED)

CAIN BENEFICIARIES
ADR EXHIBIT #2

CHICAGO TITLE INSURANCE COMPANY By: Virginia Mason (ET)

SEE ATTACHED FOR TERMS AND CONDITIONS OF SEARCH AND EXPLANATION OF ABBREVIATIONS
This is not a title insurance policy, guarantee, or opinion of title and should not be relied upon as such.

00000317

TRNO1

CHICAGO TITLE INSURANCE COMPANY

15 SOUTH COUNTY STREET, WAUKEGAN, IL 60085

TRACT INDEX SEARCH

Order No.: 1409 TS332134 LX

Disclosures (Continued):

DOCUMENT/CASE NO.: 921484
GRANTOR: THE COSMOPOLITAN NAT'L BK OF CHGO, TR# 3468
GRANTEE: WAUKEGAN SHOPPING PLAZA, INC
INSTRUMENT: D
DATE: 07-30-56
RECORDED: 08-30-56
REMARKS: ALSO AFFECTS OTHER PROPERTY

DOCUMENT/CASE NO.: 1295114
GRANTOR: WAUKEGAN SHOPPING PLAZA, INC
GRANTEE: RUTH E. HULTGREN
INSTRUMENT: SWD
DATE: 02-07-66
RECORDED: 02-16-66
REMARKS: ALSO AFFECTS OTHER PROPERTY

DOCUMENT/CASE NO.: 1295115
GRANTOR: RUTH E. HULTGREN, SPINSTER
GRANTEE: AMERICN NAT'L BK & TR CO OF CHGO, TR# 22859
INSTRUMENT: DT
DATE: 02-07-66
RECORDED: 02-16-66
REMARKS: ALSO AFFECTS OTHER PROPERTY

NOTE: AS REQUESTED, THIS SEARCH WAS MADE TO SHOW ALL RECORDED DEEDS FROM JANUARY 1, 1955 TO OCTOBER 22, 1992 ONLY. ALSO WE CHECKED OUR RECORDS FOR A RECORDED "MASTER LEASE" ON SAID PROPERTY AND FOUND NOTHING.

00000318

TRANDS

CHICAGO TITLE INSURANCE COMPANY

15 SOUTH COUNTY STREET, WAUKEGAN, IL 60085

TRACT INDEX SEARCH

Order No.: 1409 TS332134 LK

Legal Description:

THAT PART OF THE WEST HALF OF THE NORTH EAST QUARTER OF SECTION 17, TOWNSHIP 45 NORTH, RANG 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST LIN OF SAID WEST HALF OF THE NORTH EAST QUARTER OF SECTION 17, AFORESAID, AT A POINT 12.80 CHAINS SOUTH OF THE NORTH EAST CORNER OF SAID HALF QUARTER SECTION; THENCE WEST 12.50 CHAINS, MORE OR LESS, TO A POINT 30 RODS EAST OF THE WEST LINE OF SAID NORTH EAST QUARTER. THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, 11.20 CHAINS TO A POINT 64 RODS NORTH OF THE SOUTH LINE OF SAID NORTH EAST QUARTER; THENCE EAST 12.50 CHAIN TO THE EAST LINE OF SAID WEST HALF OF THE NORTH EAST QUARTER; THENCE NORTH 11.20 CHAINS TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

00000319

TR FGA

ABBREVIATIONS FOR INSTRUMENTS

Instrument	Symbol	Joint Tenancy	Instrument	Symbol	Joint Tenanc.
Agreement for Deed	AD	ADJ	Financing Statement	FS	
Assignment	A		Lease	L	
Assignment of Rents	AR		Lis Pendens Notice	LPN	
Building Violation	BV		Mechanics' Lien Claim	MLC	
Certificate of Sale	CS		Modification	MOD	
Chattel Mortgage	CM		Mortgage	M	
Claim for Lien	CL		Quit Claim Deed	Q	QJ
Conservator's Deed	CD	CDJ	Release	R	
Deed	D	DJ	Satisfaction	S	
Deed in Trust	DT		Special Warranty Deed	SW	SWJ
Executor's Deed	ED	EDJ	Trust Deed	TD	
Extention	E		Warranty Deed	W	WJ

TERMS AND CONDITIONS

This search is of the land described herein by legal description and where based upon a street address furnished by applicant, Chicago Title Insurance Company assumes no liability for the accuracy of the determination that the street address so furnished and listed, and the land described by legal description, constitutes the same premises. This search is made of Chicago Title Insurance Company tract indices which are geographic indices organized by legal description. Recorded instruments, including deeds or mortgages, which do not contain legal descriptions, are not posted in Chicago Title Insurance Company tract indices and will not be disclosed by this search.

Chicago Title Insurance Company (CTIC) has made this search using the same care and diligence for applicant as Chicago Title Insurance Company uses for itself in preparing searches for use in underwriting title policies, and no greater; in the event, however, that error should occur in the posting or searching of the said indices or in the reporting of the requested information, applicant agrees that the liability of CTIC is limited to actual damages sustained by applicant, but in no event shall such liability exceed $50,000.00, in the aggregate, for all searches ordered by a single application. Nonpayment by applicant of CTIC search charges shall relieve CTIC of all liability for posting, searching, and reporting error. CTIC does not analyze instruments for legal sufficiency. Instruments are posted to tract indices and reported by searchers based on the characterization of the instrument by its preparer. This search is not a title insurance policy, guarantee, or opinion of title and should not be relied upon as such.

This search is made by Chicago Title Insurance Company solely for the benefit of the applicant. No third party (other than a party making a loan on the land described herein) shall have any right to rely on said search for any purpose whatsoever under any third party beneficiary theory, products liability theory or any other theory of law whatsoever.

U.S. Fair Credit Reporting Act, 15 U.S.C. 1681-1681t Statement:

This search is furnished by Chicago Title Insurance Company for the purpose of providing information relative to the record ownership of the subject land and without any regard to the credit worthiness of the particular parties who have owned or possessed the land during the search period.

SUMMARY FOR CHEM-RITE PRODUCTS CO., INC.

Chem-Rite Products, Co., Inc. ("Chem-Rite") is a janitorial supplies manufacturing company located at 54 LeBaron Street in Waukegan.

From the mid-1960's through the remainder of the relevant time period, Chem-Rite was a twice per week customer of Waukegan Disposal. Chem-Rite used three to four 55-gallon drums to handle its waste. (Ole Kirkegaard 1087)

Chem-Rite's waste stream included corrugated cardboard, office waste, rags and floor sweepings. Chem-Rite also disposed of small pails of liquid cleaning solutions. When drivers from Waukegan Disposal emptied the 55-gallon drums, they noticed that this liquid accumulated in the bottom of the drums. (Ole Kirkegaard 1088-1089) Apparently to avoid this problem, Chem-Rite occasionally disposed of 5-gallon pails of liquid cleaning solution along side of the 55-gallon drums. (Ole Kirkegaard 1088)

In summary, Chem-Rite arranged for the disposal of at least a total of 85 cubic yards of waste at the Site per year as well as occasional 5-gallon pails of cleaning solution from approximately 1964 to 1969. (Ole Kirkegaard 1087)

The following issues should be addressed in the Allocation Counsel's investigation:

1. Determine the nature and volume of the liquid cleaning solutions disposed of by Chem-Rite during the relevant time period.

2. Determine the components of Chem-Rite's waste stream during the relevant time period.

3. Determine the nature and volume of each component in Chem-Rite's waste stream during the relevant time period.

Depo. Exerpts

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,) VI
6 Plaintiffs,)
7 v.)Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.,)Judge Leinenweber
9 Defendants.)Magistrate Judge Rosemond
10
11
12 The deposition of OLE KIRKEGAARD, called
13 as a witness for examination, taken pursuant to the
14 Federal Rules of Civil Procedure of the United
15 States District Courts pertaining to the taking of
16 depositions, taken before MELANIE JAKUS, a Notary
17 Public within and for the County of DuPage, State
18 of Illinois, and a Certified Shorthand Reporter of
19 said state, at Suite 7200, 233 South Wacker Drive,
20 Chicago, Illinois, on the 28th day of July, A.D.
21 1993, at 9:30 a.m.
22

1 dot on the corner of Green Bay and Washington
2 Street in the southwest corner, and I have marked
3 it on the map as "Com Ed."
4 BY THE WITNESS:
5 A. Went out west on Washington Street and
6 picked up Chem-Rite Product and Coral Chemical.
7 MR. RODRIGUEZ: Say those names again.
8 THE WITNESS: Chem-Rite.
9 MR. RANDOLPH: Chem-Rite.
10 BY MR. RODRIGUEZ:
11 Q. Chem-Rite, and the other one?
12 A. Coral Chemical.
13 Q. Coral?
14 MR. RANDOLPH: C-h-e-m-R-i-t-e. Coral,
15 C-o-r-a-l.
16 The witness has made two notations on
17 LeBaron Street, one west of LeBaron, which he
18 identified as Chem-Rite.
19 THE WITNESS: Chem-Rite.
20 MR. RANDOLPH: And I have marked it on the map
21 as "Chem-Rite," and the second one is --
22 THE WITNESS: Coral Chemical.
23 MR. RANDOLPH: -- east of LeBaron Street,
24 which I have marked on the map as "Coral."

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,) V. VI
6 Plaintiffs,)
7 v.)Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.,)Judge Leinenweber
9 Defendants.)Magistrate Judge Rosemond
10
11 August 19, 1993
12 10:30 a.m.
13
14 The deposition of OLE KIRKEGAARD resumed
15 pursuant to adjournment at Suite 6600, 233 South
16 Wacker Drive, Chicago, Illinois.
17
18
19
20
21
22

A. I don't recall, no.
Q. I'd also like to ask you about a company named Chem-Rite.
Do you recall that company?
A. Yes.
Q. Who handled the waste for Chem-Rite?
A. Waukegan Disposal Service.
Q. During what period of time?
A. I would say mid-sixties to late sixties.
Q. What route or routes was Chem-Rite on?
A. That was on the Grand Avenue and Washington Street route.
Q. Okay. What was the location of that facility?
A. That was on LeBaron Street right off Washington Street.
Q. Do you recall the type of containers they utilized for their waste?
A. Yes.
Q. What were they?
A. It had three to four 55-gallon drums.
Q. How often did you pick up their waste?
A. About twice a week.
Q. Do you recall what was in the drums?

A. They had some corrugated, office papers mixed with some small pails from cleaning material. They had rags, floor sweepings, too, and so forth. Once in a while we did pick up some five-gallon pails sitting next to the 55s three-quarter and a quarter full of liquid cleaning solutions type of thing.
Q. Now, you say "liquid cleaning solutions."
How can you identify it as liquid cleaning solutions?
A. It had a strong smell to it, and I believe it was the type of stuff they used for cleaning.
Q. What color was it?
A. Mostly either white-looking coloring or clear coloring.
Q. You say there were these pails.
How big were the pails?
A. Five-gallon drums.
Q. Were they empty or full of this cleaning solution type material?
A. Some was little bit in it and some was kind of empty with still some solution in it.

Q. Were the bottoms of the 55-gallon drums

2 wet at Chem-Rite?
3 A. Yes.
4 Q. What type of material?
5 A. Same type of material as was in those
6 pails.
7 Q. Where did the waste from Chem-Rite go?
8 A. Yeoman Creek Landfill.
9 Q. I'd like to ask you just a few follow-up
10 questions on some of the parties who have
11 cross-examined you in this case at this point.
12 You have been asked questions about the
13 waste of North Shore Printers.
14 Do you recall that?
15 A. Yes.
16 Q. Do you recall any glue in the waste of
17 North Shore Printers?
18 A. Yes.
19 Q. In what type of container was the glue
20 contained at North Shore Printers?
21 A. North Shore Printers had, I believe, six
22 to eight 1-1/2 cubic yard dock type of containers.
23 Q. Where was the glue?
24 A. And the glue was in those containers.

about a customer by the name of Chem-Rite --
A. Yes.
Q. -- am I correct?
And Chem-Rite was on LeBaron Street, is that correct?
A. Yes.
Q. Can you tell me whether you picked up Chem-Rite before or after you picked up materials from Coral?
A. It varies. Once in a while we would pick up Coral first, and other times we would pick up Chem-Rite first.
Q. Was there any reason why you would do it in a different order?
A. It all depend on what -- see, Chem-Rite and Coral is on the same street, very close by. It all depends on what side you came from. If we came from the north end, we would take Coral first, and if we came from the south end off Washington Street, we will take Chem-Rite first.
Q. It was my understanding that when we were dealing with, I believe it's your Deposition Exhibit No. 1 --
MR. RANDOLPH: Yes, sir.

BY MR. MUSCHLER:
Q. -- that you testified that you, I believe, always came off Washington Street to pick up Coral's materials.
A. There's two streets. There's Noll Street and Washington Street side by side going north and east each one of them. Once in a while, we started off of Washington Street on Noll Street, finished off Noll Street and came up on the other end street, Monroe Street, and came up and started on LeBaron, and right to your left was Coral Chemical. If we came from that side, we would take Coral Chemical first.
Other times we would stop at Washington Street and start on LeBaron going north. When we did that, we would take Chem-Rite first because that was on the west side of Noll -- on LeBaron before whatever you want to call it.
Q. Before Coral?
A. Yes, before Coral.
Q. How many customers did you have on LeBaron Street?
A. About four or five.
Q. Okay. Now, for how long did you pick

up, you yourself, pick up materials from Chem-Rite?
A. During the sixties.

3 Q. But you drove different routes, didn't
4 you, sir?
5 A. Yes.
6 Q. And my question to you is for what
7 period of time did you yourself pick up materials
8 from Chem-Rite.
9 A. How long a time?
10 Q. Yes.
11 A. Combining when I was off the route and
12 came back on that route again, I would say three,
13 four years.
14 Q. Okay. That was during the sixties?
15 A. Yes.
16 MR. MUSCHLER: Okay. That's all I have.
17 Thank you.
18 MR. DAGGETT: Mr. Kirkegaard, I spoke with you
19 a couple weeks ago. I'm Tom Daggett, and I
20 represent the Waukegan Park District.
21 I'd like to ask you a few questions
22 about the aerial photo that has been shown to you
23 as Exhibit No. 26.
24

SUMMARY FOR CHICAGO RUBBER COMPANY, INC.

Chicago Rubber Company, Inc. ("Chicago Rubber") is currently located in Winchester, Kentucky. During the relevant time period, Chicago Rubber operated a manufacturing facility at 651 Market Street in Waukegan. This facility also included administrative and sales operations. (Ex. 1)

During the early 1960's, Chicago Rubber was a waste hauling customer of John Sisson. Mr. Sisson hauled all of his waste to the Edwards Field/Yeoman Creek landfills ("The Site"). (Ole Kirkegaard 635, Bech 48)

In the mid to late 1960's, Chicago Rubber became a daily customer of Waukegan Disposal on its downtown morning route. (Ole Kirkegaard 635) (Ladewig Affidavit at ¶21)

When picking up waste at Chicago Rubber, Waukegan Disposal's drivers would back the truck through an overhead door to a loading dock where ten to fifteen 1-1/2-yard dock containers were located. Chicago Rubber's waste stream included waste rubber pieces, a dark black heavy powder, corrugated cardboard, office waste and pallets. (Ole Kirkegaard 637-38) In addition, Mr. Kirkegaard recalled that an oily liquid mixed with floor sweepings would accumulate in the bottom of the dock containers. (Ole Kirkegaard 638)

Peter Vanderveld, a former manager for National Disposal, and Carl Ash confirmed in interviews that Waukegan Disposal hauled waste for Chicago Rubber.

All of the waste picked up from Chicago Rubber by John Sisson and Waukegan Disposal was delivered to the Site.

In summary, Chicago Rubber arranged for the disposal of at least a total of 3,900 cubic yards of waste per year at the Site from approximately 1964 to 1969. (Ole Kirkegaard 635, 637-638; Vernon Ladewig affidavit at ¶ 21)

The following issues should be addressed in the Allocation Counsel's investigation:

1. Determine the nature and volume of rubber pieces disposed of by Chicago Rubber during the relevant time period.

2. Determine the nature and volume of the dark black heavy powder disposed of by Chicago Rubber during the relevant time period.

3. Determine the components of Chicago Rubber's waste stream during the relevant time period.

4. Determine the nature and volume of each component in Chicago Rubber's waste stream during the relevant time period.

157457.1

CHICAGO RUBBER CO., INC.
Cosmo Wheels Division

April 26, 1993

Keating, Muething & Dlekamp
1800 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
Attention Mr. Donald A. Lane

RE: CASE NO. 92 C 7592

Dear Mr. Lane,

Reference your letter of April 15th be advised:

1. The Company has not operated at the address identified in the "facility" definition since 1984. When the business shut-down, equipment and machinery sold and removed from the premises. The subject land and vacant building was sold about 2 years later. The Company does not have operations in the Chicago Area.
2. During so much of the period 1955-1969 as the Company occupied the "facility," operations consisted of administration, sales and manufacturing.
3. I searched the only place where responsive documents would be routinely kept.
4. The document retention/destruction policy is based upon a maximum 10 year cycle.

Very truly,

Ronald B. Sladon

CHICAGO RUBBER CO.
ADR EXHIBIT 1

SUMMARY FOR FANSTEEL & VR/WESSON

Throughout the relevant time period, Fansteel Metallurgical Corporation ("Fansteel") operated three plants in the North Chicago/Waukegan area. (Ex. 1--Answer to Interrogatory No. 5) Fansteel, under its own name, operated two different facilities on the north and south sides of 22nd Street at Sheridan Road in North Chicago, Illinois. VR/Wesson Company, a division of Fansteel also operated a facility at 800 Market Street in Waukegan, Illinois.

Prior to May, 1962, a waste hauler named Del Van Hoogen hauled waste for both Fansteel and VR/Wesson to the Edwards Field/Yeoman Creek landfills ("The Site") Beginning in mid-1962, Waukegan Disposal hauled all of Fansteel's and VR/Wesson's waste to the Site. (Peder Kirkegaard 587).

A. Fansteel

On May 29, 1962, Fansteel contracted with Waukegan Disposal to "handle all rubbish disposal for the Fansteel facilities in North Chicago." (Ex. 2) From that date through the remainder of the relevant time period, Waukegan Disposal hauled waste continuously for Fansteel.

Both Ole Kirkegaard and Peder Kirkegaard recalled that Fansteel was on Waukegan Disposal's afternoon route. Other customers on this route included U.S. Envelope, North Chicago Refiners and Smelters, and Stone Container. Peder Kirkegaard recalled that the truck used by Waukegan Disposal on the afternoon route would, at the beginning of the route, be one-third to one-half full of waste left over from the morning routes. The truck would then typically become filled with waste at some point during the afternoon route, requiring a run to the Site to empty the truck. Ole Kirkegaard recalled that the truck would most often make a run to the Site sometime prior to the last two or three stops on the afternoon route. (Ole Kirkegaard 160) The waste from the last two or three stops consisted primarily of paper products and was delivered to a vacant lot near the Greiss Pfleger Tannery where it was incinerated. Since the waste from Fansteel was picked up earlier in the route, this waste was most often delivered to the Site. (Ole Kirkegaard 160; Peder Kirkegaard 155-160)

Waukegan Disposal hauled waste from the two Fansteel facilities five times per week. (Ole Kirkegaard, 397; Peder Kirkegaard, 413) The Kirkegaards estimated that Fansteel had a total of 25 to 35 one yard containers at these facilities. (Ole Kirkegaard, 400, 402-403; Peder Kirkegaard, 412, 415) The Waukegan Disposal invoices to Fansteel confirm that Waukegan Disposal picked up from 15 to 30 cubic yards of waste per day from the two Fansteel facilities.

Fansteel's waste at its south facility consisted of office paper, paper bags, corrugated boxes, skids, and food and lunchroom waste. (Peder Kirkegaard, 413-414; Ole Kirkegaard, 416-417) In addition, Fansteel disposed of a large volume of dark bluish powder and shavings at its south facility. This material was contained in both one yard containers and in five gallon pails. (Ole Kirkegaard, 417-418)

Fansteel's waste stream at the north facility consisted of office paper and waste, waste from its carpenter shop including wood and sawdust, floor sweepings, rags, and pallets. (Ole Kirkegaard 404-405; Peder Kirkegaard, 416) The one yard containers at this facility also contained loose liquid at the bottom which was characterized by Ole Kirkegaard as waste oil and grease. (Ole Kirkegaard, 407-408)

Ole Kirkegaard also vividly recalled that Fansteel disposed of glass bottles containing liquid waste at the north facility. He recalled a specific incident in which a glass bottle was broken by the blade on the compactor truck and squirted the liquid into his eye. Mr. Kirkegaard immediately experienced pain and itching in the eye and was required to see a physician for this injury. (Ole Kirkegaard, 408-414)

Finally, Peder Kirkegaard recalled that Fansteel also disposed of a substantial volume of ashes at its north facility. (Peder Kirkegaard, 595) This testimony is corroborated by Waukegan Disposal's invoices to Fansteel. For example, the Waukegan Disposal bill dated November 30, 1962 reflects the pick up of 330 cubic yards of ash for that month. (Ex. 3)

B. <u>VR/Wesson</u>

Waukegan Disposal also became the regular waste hauler for VR/Wesson in mid-1962. (Ex. 4) Beginning in July, 1962, Waukegan Disposal hauled approximately 240 cubic yards of waste per month from the VR/Wesson facility to the Site. (Ex. 4) In 1964, the volume of waste increased to 250 cubic yards per month, in 1966 it increased again to 260 cubic yards per month, and by January 1, 1969, the volume had increased to 290 cubic yards per month. (Ex. 5, 6, 7) Throughout this period, VR/Wesson was a daily customer of Waukegan Disposal. (Peder Kirkegaard, 420)

VR/Wesson used a number of one-yard dock containers as well as square wooden boxes with wheels to handle its waste. (Peder Kirkegaard, 424; Ole Kirkegaard, 421-425) VR/Wesson's waste stream included office papers, skids, food wastes, rags, sweepings, and an oily liquid. (Ole Kirkegaard, 426; Peder Kirkegaard, 426, 428) In addition, both Ole and Peder Kirkegaard recalled that VR/Wesson

disposed of a substantial amount of a heavy black powdery material. (Peder Kirkegaard, 425-426; Ole Kirkegaard, 424-425) VR/Wesson placed this material both in the dock containers and in five gallon garbage pails. (Peder Kirkegaard, 425; Ole Kirkegaard, 424-425)

Carl Ash, who did not start working for Waukegan Disposal until 1971, recalled in an interview that he made daily pickups at VR/Wesson which included a gray, clay-like gritty sludge.

C. Special Pickups

In addition to the daily waste pickups at Fansteel and VR/Wesson, Waukegan Disposal also handled special pickups of drummed waste. Peder Kirkegaard recalled that prior to 1962, Fansteel hauled its own drummed waste to the Site, using a flatbed truck which could hold approximately ten drums per load. (Peder Kirkegaard, 623-625)

Beginning in 1962, Fansteel began utilizing the services of Waukegan Disposal to haul this drummed waste to the site. Approximately twice a month, Fansteel would contact Waukegan Disposal and arrange to have both drums and wooden pallets hauled to the Site. (Peder Kirkegaard, 416-417) Mr. Kirkegaard recalled that while some of the drums were empty, a number of them had "a little bit" of liquid in them. (Peder Kirkegaard, 417) All of these special pickups were taken to the Site. (Peder Kirkegaard, 418)

VR/Wesson also arranged for Waukegan Disposal to make monthly pickups of drummed waste. (Ole Kirkegaard, 432; Peder Kirkegaard, 429) Mr. Kirkegaard was told by a Fansteel official that these drums were full of naphtha. (Peder Kirkegaard, 429-430) This is confirmed in purchase orders issued by VR/Wesson to Waukegan Disposal in 1968 and 1969 covering the "miscellaneous hauling of scrap oil/naphtha and other debris not called for or covered on our waste disposal contract." (Ex. 8, 9) Mr. Kirkegaard recalled that these monthly pickups consisted of 15-20 drums per load. (Peder Kirkegaard, 431)

D. Documentary Evidence

The Fansteel/VR/Wesson waste hauling arrangements with Waukegan Disposal are reflected in a series of documents maintained by BFI, Waukegan Disposal's successor. While these documents do not provide a complete picture of the waste hauling services provided by Waukegan Disposal, they do provide some insight into the nature and volume of waste handled by Waukegan Disposal. For instance, the first purchase order issued to Waukegan Disposal by Fansteel reflects a charge of $1 per cubic yard for daily waste

hauling services. (Ex. 10) Throughout 1962 and 1963, Waukegan Disposal charged Fansteel for its services on a yardage basis. The bills for this period reflect that Waukegan Disposal hauled from 393 to 661 cubic yards of waste per month for Fansteel. (Ex. 11)

Beginning in January, 1964, Fansteel made arrangements to pay Waukegan Disposal on a monthly basis rather than a yardage basis for the waste hauling services. (Ex. 12) From January 1, 1964 through the end of 1966, Fansteel paid Waukegan Disposal $450 per month for these services. Since Waukegan Disposal was charging $1 per cubic yard, these monthly charges demonstrate that Fansteel was sending approximately 450 cubic yards of waste per month to the Site. In January, 1967, the monthly charges increased to $460 per month based on "an increased volume of rubbish hauled during 1966." (Ex. 13) In mid-1967, Waukegan Disposal increased its monthly charge to Fansteel by an additional $50, raising the total to $510 per month. This increase was based on "a steady increase in the amount of refuse hauled during the last two years." (Ex. 14) At this time, Mr. Kirkegaard noted that Fansteel had increased its number of containers from 20 to 24 at its two locations. (Ex. 14)

The VR/Wesson documents also reflect the large volume of waste sent to the Site. Beginning in July, 1962, Waukegan Disposal charged VR/Wesson at the rate of $240 per month for the removal of its waste. (Ex. 4) Mr. Kirkegaard verified that this charge meant that VR/Wesson was disposing of approximately 240 cubic yards of waste per month at that time. (Peder Kirkegaard, 608) Waukegan Disposal increased its monthly charge to $250 effective January 1, 1964, based on the "fact that two additional containers were installed during the year of 1963." (Ex. 5) In 1966, the charge was once again increased to $260 per month. (Ex. 6) This increase again was based on a proportionate increase in the amount of waste disposed of by VR/Wesson. (Peder Kirkegaard, 613) On January 1, 1969, the charge again increased to $290 per month based on an increase in the amount of waste disposed of by VR/Wesson. (Peder Kirkegaard, 617, Ex. 7)

The VR/Wesson documents also reflect some of the special pickups made by Waukegan Disposal. On January 18, 1963, VR/Wesson issued a purchase order to Waukegan Disposal to "cover cost of hauling investment silica sand." (Ex. 15) A similar purchase order was issued on January 7, 1964. (Ex. 16) VR/Wesson also issued purchase orders for the removal of the drummed scrap oil/naphtha on numerous occasions. (Ex. 8 and 9)

Attachment I to this submission contains a summary of the monthly charges and volumes of waste picked up by Waukegan Disposal from Fansteel and VR/Wesson during the relevant period based on these documents.

The following areas of investigation should be pursued in determining the full nature and extent of the disposal of waste at the Site by Fansteel/VR/Wesson.

1. Determine the nature and volume of Fansteel's and VR/Wesson's waste streams during the relevant period.

2. Determine if any components of these waste streams were not hauled to the Site by Waukegan Disposal, Del Van Hoogen, or by Fansteel's own trucks.

3. Determine the nature and volume of the ashes hauled to the landfill for Fansteel.

4. Determine the nature and volume of the black powdery material and shavings hauled to the landfill for Fansteel and VR/Wesson.

5. Determine the nature and volume of the "scrap oil/naphtha" hauled to the Site for VR/Wesson.

6. Determine the nature and volume of the liquid waste contained in drums hauled to the Site for Fansteel.

7. Determine the nature and volume of the cinders hauled to the Site on behalf of Fansteel.

8. Determine the nature and volume of the investment silica sand hauled to the Site for VR/Wesson.

9. Determine the nature and volume of the oily liquid in the bottom of both Fansteel's and VR/Wesson's waste containers.

10. Determine the nature and volume of the liquids contained in glass bottles disposed of by Fansteel at its north facility.

11. Fansteel should provide a complete picture of Fansteel's and VR/Wesson's waste disposal practices prior to mid-1962, including the volume and components of their waste streams, the waste hauler(s) used, and the locations where this waste was disposed of.

12. An interview of Bill Campbell, the person who dealt with Waukegan Disposal on behalf of Fansteel, should be conducted.

13. Determine whether VR/Wesson disposed of any grey, clay-like gritty sludge during the relevant time period, and, if so, the Pnature and volume of such materials disposed of.

FANSTEEL/V.R.WESSON
ADR EXHIBIT #1

IN THE
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

WAUKEGAN COMMUNITY SCHOOL DISTRICT NO. 60, et al.,	)	
Plaintiffs,	)	Case No. 92 C 7592
v.	)	Judge Leinenweber
ABBOTT LABORATORIES, et al.,	)	Magistrate Judge Rosemond
Defendants.	)	

ANSWER OF FANSTEEL TO THE PLAINTIFF'S FIRST SET OF INTERROGATORIES

Defendant Fansteel, Inc. ("Fansteel") answers the Plaintiff's First Set of Interrogatories as follows:

QUESTION NO. 1

Identify all Persons consulted in the preparation of the answers to these Interrogatories, including current or last known addresses and telephone numbers.

ANSWER

Michael Mocniak
c/o Fansteel, Inc.
One Tantalum Place
North Chicago, Illinois

QUESTION NO. 2

Identify all Persons, including Defendant's employees or former employees, known or suspected to have knowledge or information about the use, acquisition generation, storage, treatment, transportation, disposal or other handling of Waste Materials by

Defendant, Defendant's contractors or by prior or subsequent owners and operators of Defendant's Facility or Facilities.

ANSWER

After inquiry, Defendant has identified the following persons who may have knowledge of the generation, storage, disposal or handling of Waste Materials by Defendant: William Campbell, Lee Collins, Eddie Esa, Ernie Grimkowster, Bill O'Neil, and Alex Von Neuman. Some persons who may have had such knowledge are deceased. Fansteel has been unable, to date, to identify anyone who may have knowledge of any use, acquisition, treatment or transportation of Waste Materials.

QUESTION NO. 3

Did Defendant use, acquire, generate, store, treat, transport, dispose or otherwise handle any Hazardous Materials at or to its Facility during the relevant time period?

ANSWER

Defendant objects to this request as the breadth of the definition of Hazardous Materials may include thousands of common products which Defendant may have used from time to time, so that the inquiry into each and every product Defendant may have used and the chemical composition of such products at the time of their use would be unduly burdensome. Notwithstanding that objection, Defendant has inquired to determine if has any information regarding whether its Waste Materials contained any Hazardous Materials, and, to date, has not identified any Waste Materials containing Hazardous Materials.

If you answered in the affirmative, identify for each such Material:

(a) the common name, chemical name, chemical composition, characteristics, physical state (e.g., solid, liquid) of that Hazardous Material, providing copies of any Documents used or consulted in making such determination (e.g., MSDSs, Supplier Specification Sheets);

ANSWER

Defendant objects to this request as the breadth of the definition of Hazardous Materials may include thousands of common products which Defendant may have used from time to time, so that the inquiry into each and every product Defendant may have used and the chemical composition of such products at the time of their use would be unduly burdensome. Notwithstanding that objection, Defendant has inquired to determine if has

any information regarding whether its Waste Materials contained any Hazardous Materials, and, to date, has not identified any Waste Materials containing Hazardous Materials.

(b) whether any tests or analyses were performed on that Hazardous Material and the results of such tests or analyses, providing any available Documentation of those results;

ANSWER

Defendant objects to this request as the breadth of the definition of Hazardous Materials may include thousands of common products which Defendant may have used from time to time, so that the inquiry into each and every product Defendant may have used and the chemical composition of such products at the time of their use would be unduly burdensome. Notwithstanding that objection, Defendant has inquired to determine if has any information regarding whether its Waste Materials contained any Hazardous Materials, and, to date, has not identified any Waste Materials containing Hazardous Materials.

(c) the Person(s) who supplied Defendant with that Hazardous Material;

ANSWER

Defendant objects to this request as the breadth of the definition of Hazardous Materials may include thousands of common products which Defendant may have used from time to time, so that the inquiry into each and every product Defendant may have used and the chemical composition of such products at the time of their use would be unduly burdensome. Notwithstanding that objection, Defendant has inquired to determine if has any information regarding whether its Waste Materials contained any Hazardous Materials, and, to date, has not identified any Waste Materials containing Hazardous Materials.

(d) the time period(s) during which that Hazardous Material was used or otherwise handled by Defendant;

ANSWER

Defendant objects to this request as the breadth of the definition of Hazardous Materials may include thousands of common products which Defendant may have used from time to time, so that the inquiry into each and every product Defendant may have used and the chemical composition of such products at the time of their use would be unduly burdensome. Notwithstanding that objection, Defendant has inquired to determine if has any information regarding whether its Waste Materials contained any Hazardous Materials, and, to date, has not identified any Waste Materials containing Hazardous Materials.

(e) where that Hazardous Material was disposed of by Defendant, providing a complete list of the sites at which Defendant disposed, or arranged for the disposal, of such Materials;

ANSWER

Defendant is unaware of the location of any disposal of any Hazardous Materials.

(f) the quantity of that Hazardous Material disposed of by Defendant on a monthly basis during the time period(s) listed for that Material in response to subpart (e);

ANSWER

Defendant is unaware of any particular quantity of Hazardous Material of which it may have disposed during the relevant period

(g) the type(s) of container(s) in which that Hazardous Material, in any form or concentration, was disposed an all markings or labels on such containers; and

ANSWER

Defendant is unaware of any particular type of container in which any Hazardous Materials may have been disposed

(h) the Person(s) who transported that Hazardous Material, in any form or concentration, to the disposal site(s) listed in response to subpart (f).

ANSWER

No disposal sites are listed in reponse to subpart (f). Answering further, Defendant is unaware, from its review of its records, of the person or persons who may have transported any Hazardous Materials to any disposal site or whether any Hazardous Materials were, in fact, transported from the Facility to any disposal site.

QUESTION NO. 4

Did Defendant, or anyone on Defendant's behalf, arrange for the disposal or treatment, or arrange for the transportation for disposal or treatment, of Waste Materials to the Yeoman Creek/Edwards' Field Site?

ANSWER

Defendant is unaware whether any Waste Materials were transported to the Site.

If you answered in the affirmative, identify:

(a) every date on which such disposal took place;

(b) for each Transaction, the nature of each Waste Material, including the chemical content, characteristics, physical state (e.g., solid, liquid);

(c) the owner(s) of each Waste Material so accepted or transported;

(d) the quantity of each Waste Material involved (weight or volume) in each Transaction and the total quantity for all Transactions;

(e) all tests, analyses, and analytical results concerning each Waste Material;

(f) the Person(s) who selected the Site as the place to which each Waste Material was to be transported;

(g) the amount paid in connection with each Transaction, the Person making such payment(s) and the Person(s) receiving such payment (s) .

(h) what was actually done to each Waste Material once it was brought to the Site; and

(i) the type(s) and number of container(s) in which each Waste Material was contained when it was accepted for transport and all markings on such containers.

QUESTION NO. 5

On what dates did you operate at the Facility or Facilities?

ANSWER

Defendant [illegible] ity or Facilities at all times during the time period to which Plaintiff [illegible].

QUESTION NO. 6

Identify the prior and subsequent operators of the Facility or Facilities.

ANSWER

Because of Defendant's answer to Interrogatory 5, Interrogatory 6 seeks information which is neither relevant nor likely to lead to the discovery of relevant information

QUESTION NO. 7

Are you a corporation, partnership or sole proprietor?

ANSWER

A corporation

QUESTION NO. 8

Identify all insurance which may be deemed to cover environmental claims relating to the Facility or Facilities from 1955 to the present by setting forth:

(a) the name and address of the company that issued the policy or policies;

(b) the identifying number of the policy or policies;

(c) the commencement and expiration dates of the policy or policies;

(d) the type of insurance coverage (e.g., liability); and

(e) the amount of policy coverage on a yearly basis, including the amount of any excess coverage.

ANSWER

(a-c) After inquiry, Fansteel is aware of some insurance policies which may be deemed to cover such claims, which include the following:

Insurer	Policy No.	Policy Period
Zurich Ins. Co.	8605479	Expired 5/15/56
Zurich Ins. Co.	87-32-659	5/15/56 - 5/15/59

Zurich Ins. Co.	80-25-369	5/15/59 - 5/15/62
Zurich Ins. Co.	83-58-793	5/15/62 - 2/1/65
Zurich Ins. Co.	85-07-083	2/1/65 - 4/1/68
The Home Ins. Co.	IDR 882 8853	4/1/68 - 4/1/71
The Home Ins. Co.	IDR 882 9798	4/1/71 - 4/1/74
The Home Ins. Co.	IDR 883 5915	4/1/74 - 4/1/77
The Home Ins. Co.	IDR 857 5761	4/1/77 - 4/1/80
The Home Ins. Co.	IDR 876 5701	4/1/80 - 5/1/83
Continental Cas. Co.	RD 9976422	1/1/56 - 1/1/59
Continental Cas. Co.	RD 9976453	1/1/59 - 1/1/62
American Fidelity & Cas. Co.	41 0081	1/1/62 - 1/1/65
American Employers Ins. Co.	A22-8298-001	1/1/65 - 4/1/68

(d) Each such policy is a comprehensive general liability policy (either primary or excess)

FANSTEEL, INC.,
Defendant.

By: _____
One of its Attorneys

Clifton A. Lake
Steven B. Varick
Marc L. Fogelberg
McBride, Baker & Coles
500 West Madison Street, 40th Floor
Chicago, IL 60661
(312) 715 5727

CERTIFICATE OF SERVICE

I certify that on May 27, 1993, true and complete copies of ANSWER OF FANSTEEL TO THE PLAINTIFF'S FIRST SET OF INTERROGATORIES were served via first class mail upon the persons listed on the attached service list by United States mail, properly addressed and with sufficient postage affixed.

Steven B. Varick

2

Waukegan Disposal Service

Prompt - Efficient - Courteous

Telephone MA 3-3870

P. O. Box 625
WAUKEGAN, ILLINOIS

FANSTEEL/V.R.WESSON
ADR EXHIBIT #2

RUBBISH REMOVAL CONTRACT

We do hereby agree to pay $1.00 per cubic yard, payable monthly, to the WAUKEGAN DISPOSAL SERVICE, to handle all rubbish disposal at the FANSTEEL METALLURGICAL CORPORATION, 2200 Sheridan Road, North Chicago, Illinois. _____ containers to be furnished and maintained by the WAUKEGAN DISPOSAL SERVICE. All containers to be emptied daily. Refuse to be handled, transported and dumped at the Waukegan Landfill by the WAUKEGAN DISPOSAL SERVICE.

Certificate of insurance to be furnished by the WAUKEGAN DISPOSAL SERVICE.

In order to establish the service required, there will be no charge made for the first month of service.

WAUKEGAN DISPOSAL SERVICE — Peter Kirkegaard

FANSTEEL METALLURGICAL CORP. — G S Powell

Dated May 21, 1962

This Contract May Be Cancelled Upon Thirty Days Notice By Either Party.

00000001

O. KIRKEGAARD DEP. EX. NO. 9
FOR ID., AS OF 7/30/93

EXHIBIT

00001

3

Waukegan Disposal Service

Prompt - Efficient - Courteous

Telephone MA 3-3870 — FANSTEEL/V.R.WESSON ADR EXHIBIT # 3 — P. O. Box 625 WAUKEGAN, ILLINOIS

Fansteel Metallurgical Corp.
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 11/30/62

11/1	22 cu. yds.	
11/2	18 "	
11/5	22 "	
11/6	29 "	
11/7	18 "	
11/8	19 "	
11/9	19 "	
11/12	19 "	
11/13	17 "	
11/14	17 "	
11/15	17 "	
11/16	18 "	
11/19	18 "	
11/20	18 "	
11/21	18 "	
11/23	18 "	
11/26	18 "	
11/27	18 "	
11/28	15 "	
11/29	22 "	401 cu. yd
11/30	21 "	

ASHES HAULED

9/17	(4 loads)	40 "	- no charge
9/18	(2 loads)	20 "	- no charge
10/10	(7 loads)	70 "	- no charge
10/18	(7 loads)	70 "	- no charge
10/25	(2 loads)	20 "	- no charge
11/6	(6 loads)	60 "	
11/27	(5 loads)	50 "	

330 cu. y

731 cu. y

credit 220 cu. y

TOTAL 511 cu. y

00000009

4

PURCHASE ORDER

VASCOLOY-RAMET CORPORATION

WAUKEGAN, ILLINOIS

Order Nº 50504

This number must appear on all invoices, bills of lading, shipping containers and packing slips.

Date July 25, 1962

To Waukegan Disposal Service
P.O. Box 625
Waukegan, Illinois

Ship As Required

Via -----

F.O.B. O.P.

Dept. 59 Account 525 fhn (S)(N) Terms: Net

Please enter our order for the following, subject to the terms and conditions on the reverse hereof:

QUANTITY	V-R CODE	DESCRIPTION	UNIT PRICE	PER	AMOUNT
		For removal of rubbish during the months of August, September, and October of 1962, at	240.00	per	month
		To be billed each month.			
		FOR RESALE CERTIFICATE OF	MATERIAL PURCHASED HEREBY IS FOR CONSUMPTION PLEASE		
		Consign this shipment to 800 Market Street, Waukegan, Illinois			

VASCOLOY-RAMET CORPORATION

L.R. Palinka
PURCHASING AGENT

Per

FANSTEEL/V.R.WESSON
ADR EXHIBIT #4

00000049

YC 00049

CONDITIONS

1. No materials in excess of this order will be accepted unless authority in writing has been granted by our Purchasing Department.

2. Patents—The Seller by accepting this order agrees to and will fully protect and indemnify the purchaser from any and all damages, judgments, expense or loss, including counsel fees, growing out of or sustained by reason of any article furnished being covered or claimed to be covered by patent, trade-mark or copyright.

3. Defective Goods will be returned promptly and credit taken on vouchers. No such goods are to be replaced without our Formal Order.

4. No allowance will be made for boxing, packing or cartage, unless arrangements have been made with this office.

5. Invoices must be rendered for each order on date of shipment. If not received promptly, invoice will be returned for redating.

00000050

YC 00050

December 27, 1963

Vascoloy-Ramet Corporation
800 Market Street
Waukegan, Illinois

Memo to: Mr. Campbell

Due to the fact that two additional containers were installed during the year of 1963, we feel there should be an increase in the monthly rate, beginning January 1, 1964, from $240.00 to $250.00.

Respectfully,

Peder Kirkegaard

PK/rk

FANSTEEL/V.R.WESSON
ADR EXHIBIT #5

YC

PURCHASE ORDER

VR/WESSON COMPANY
A DIVISION OF FANSTEEL METALLURGICAL CORPORATION
800 MARKET STREET WAUKEGAN, ILLINOIS 60085

Order 6869

This number must appear on all invoices, bills of lading, shipping containers and packing slips.

Date December 8, 1965

To Waukegan Disposal Service
Peder Keskegaard
P.O. Box 265
Waukegan, Illinois

Ship ---
Via ---
F.O.B. O.P.
(S)(N) Terms: Net

Dept. 59 Account 525 fhn

Please enter our order for the following, subject to the terms and conditions on the reverse hereof:

QUANTITY	V-R CODE	DESCRIPTION	UNIT PRICE	PER	AMOUNT
		For removal of rubbish during months of January thru December, 1966	260.00	month	3,120.
		☐ FOR RESALE CERTIFICATE OF REGISTRATION 256-855 ☑ MATERIAL PURCHASED HEREIN IS FOR CONSUMPTION. PLEASE INVOICE ILLINOIS USE OR OCCUPATIONAL TAX AS SEPARATE ITEM.			
			Notify Deliver to		

VR/WESSON COMPANY
C. A. Peterson
PURCHASING AGENT
Per

FANSTEEL/V.R.WESSON
ADR EXHIBIT #6

00000065

YC 00065

CONDITIONS

1. No materials in excess of this order will be accepted unless authority in writing has been granted by our Purchasing Department.

2. Patents—The Seller by accepting this order agrees to and will fully protect and indemnify the purchaser from any and all damages, judgments, expense or loss, including counsel fees, growing out of or sustained by reason of any article furnished being covered or claimed to be covered by patent, trade-mark or copyright.

3. Defective Goods will be returned promptly and credit taken on vouchers. No such goods are to be replaced without our Formal Order.

4. No allowance will be made for boxing, packing or cartage, unless arrangements have been made with this office.

5. Invoices must be rendered for each order on date of shipment. If not received promptly, invoice will be returned for redating.

7

WDS
WAUKEGAN DISPOSAL SERVICE, INC.
COMMERCIAL INDUSTRIAL RESIDENTIAL
POST OFFICE BOX 625 • WAUKEGAN, ILLINOIS 60085 • TELEPHONE MA 3-3870

Copy

January 28, 1969

V/RWesson Corporation
800 Market Street
Waukegan, Illinois 60085

Attention: E. A. Petersen

Dear Sir:

This is to verify your purchase order #19176W for rubbish removal for period beginning January 1, 1969 through December 31, 1969 @ $ 290.00 per month: $ 3480.00 per year, and for your additional purchase order #19178W, pertaining to all miscellaneous hauling @ $ 6.00 per hour.

Thanking you for the privilege of serving you, I remain,

Sincerely yours,

WAUKEGAN DISPOSAL SERVICE, INC.

Peder W. Kirkegaard
President

PWK/rk

FANSTEEL/V.R.WESSON
ADR EXHIBIT #7

00000077

YC 00077

CREATING THE METALS THAT SHAPE THE FUTURE

VR/WESSON COMPANY
A Division of FANSTEEL INC.
800 MARKET STREET WAUKEGAN, ILLINOIS 60085
PHONE: 312 689-8000 TWX: 910 235-0082
CABLE ADDRESS: RAMET, WAUKEGAN

April 11, 1969

WAUKEGAN DISPOSAL SERVICE, INC.
1024 Limb Street
Gurnee, Illinois

Dear Pete:

I've tried on two occasions to get word to you that I wanted to see you. Evidently our communications have bogged down somewhere.

Reviewing our contract indicates to me that the $290.00 a month service charge is high. Considering, too, that we have extra charges for hauling of surplus naphtha and miscellaneous debris.

Perhaps we could get to gether sometime soon to discuss this with Mr. C. A. Petersen, our Purchasing Agent.

May we hear from you at your earliest convenience so we can set a date for this review.

Sincerely,

VR/WESSON COMPANY

W. M. Campbell

W. M. Campbell
Division Plant Engineer

WMC/jk

00000078

CREATING THE METALS THAT SHAPE THE FUTURE

VR/WESSON COMPANY
A Division of [illegible]
[illegible] MARKET STREET WAUKEGAN, ILLINOIS [illegible]
PHONE: 312 [illegible] TWX: 910 [illegible]
CABLE ADDRESS: RAMET, WAUKEGAN

April 25, 1969

WAUKEGAN DISPOSAL SERVICE
P.O. Box 625
Waukegan, Illinois

Subject: Our Purchase Order 19178W

Gentlemen:

Per mutual agreement we are herewith cancelling our subject purchase order for hauling of miscellaneous debris and all drums of used naphtha. This work is not included on our general waste disposal contract, which will remain in effect through December of 1969.

Sincerely yours,

VR/WESSON COMPANY

W. M. Campbell

W. M. Campbell
Division Plant Engineer

WMC/jk

00000079

PURCHASE ORDER

VR/WESSON COMPANY

A DIVISION OF FANSTEEL METALLURGICAL CORPORATION

[illegible] MARKET STREET WAUKEGAN, ILLINOIS [illegible]

Order 16264 W

This number must appear on all invoices, bills of lading, this page, packages and shipping slips

Date March 6, 1968

To Waukegan Disposal Service
P.O. Box 625
Waukegan, Illinois 60085

Ship As needed

Via ---

F.O.B. O.P.

Dept. 59 Account 525 tt (S)(N) Terms Net

Please enter our order for the following, subject to the terms and conditions on the reverse hereof:

QUANTITY	V-R CODE	DESCRIPTION	UNIT PRICE	PER	AMOUNT
		This purchase order covers all miscellaneous hauling of scrap oil/ naphta and other debris not called for or covered on our waste disposal contract P.O. 15949-W			
		This work done on Saturday or as time permits	6.00	hr	
			Notify Deliver to		W. Campt

☐ FOR RESALE CERTIFICATE OF REGISTRATION 254-[illegible]

☑ MATERIALS PURCHASED HEREBY [illegible] CONSUMPTION. PLEASE INVOICE ILLINOIS USE OR OCCUPATIONAL TAX AS SEPARATE ITEM.

VR/WESSON COMPANY

C. A. Petersen

PURCHASING AGENT

By [signature]

FANSTEEL/V.R.WESSON

ADR EXHIBIT # 8

00000071

O. KIRKEGAARD DEP. EX. NO. 12

FOR ID., AS OF 7/30/93 [illegible]

EXHIBIT

00071

TERMS AND CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** [illegible]

2. **MODIFICATIONS:** [illegible]

3. **WARRANTIES - PRODUCT:** [illegible]

4. **DELIVERY:** [illegible]

5. **CANCELLATION:** [illegible]

6. **PRICES:** [illegible]

7. **WARRANTY - PRICE:** [illegible]

8. **INSPECTION:** [illegible]

9. **ASSURANCE:** [illegible]

10. **COMPLIANCE WITH LAWS:** [illegible]

11. **PATENTS:** [illegible]

12. **USE OF DATA:** [illegible]

13. **NON-DISCRIMINATION BY EMPLOYMENT:** [illegible]

14. **[illegible]:** [illegible]

15. **[illegible]:** [illegible]

16. **[illegible]:** [illegible]

17. **SPECIAL [illegible]:** [illegible]

18. **QUALITY [illegible]:** [illegible]

19. **[illegible] DUTY:** [illegible]

20. **GENERAL:** a. The provisions of this order are for the benefit of the parties to this document and not for the benefit of any other person.

b. This instrument contains the entire and only agreement between the parties regarding the sale and purchase specified in this order and supersedes all preceding agreements or arrangements between the parties.

c. This purchase order shall be governed in all respects by the laws of the State of Illinois.

d. This contract is non-assignable by Seller.

00000072

YC 00072

9

PURCHASE ORDER

VR/WESSON COMPANY
A DIVISION OF FANSTEEL METALLURGICAL CORPORATION
800 MARKET STREET WAUKEGAN, ILLINOIS 60085

Order 19178 W

This number must appear on all invoices, bills of lading, shipping containers and packing slips.

Date December 30, 1988

To Waukegan Disposal Service
P.O. Box 625
Waukegan, Illinois

Ship As Required
Via Truck
F.O.B. O.P.
Terms: Net

Dept. 59 Account 525 tt (S) (N)

Please enter our order for the following, subject to the terms and conditions on the reverse hereof:

QUANTITY	V-R CODE	DESCRIPTION	UNIT PRICE	PER	AMOUNT
		This order pertains to all miscellaneous hauling of scrap oil and/or naphtha and other debris not included on general waste disposal contract.			
		This work done on Saturday or as time permits at	6.00	hr.	
		☐ FOR RESALE CERTIFICATE OF REGISTRATION 256-855 ☒ MATERIAL PURCHASED HEREBY IS FOR CONSUMPTION. PLEASE INVOICE ILLINOIS USE OR OCCUPATIONAL TAX AS SEPARATE ITEM.			
			Notify Deliver to		W. Campbell

VR/WESSON COMPANY

C. A. Petersen
PURCHASING AGENT

Per C A Petersen

FANSTEEL/V.R.WESSON
ADR EXHIBIT #9

00000075

TERMS AND CONDITIONS OF PURCHASE

1. ACCEPTANCE: Acceptance of this order or the furnishing of any [illegible] products or acceptance of any payment by Seller under this order [illegible] constitutes an unqualified acceptance by Seller.

2. MODIFICATIONS: By acceptance of this order the Seller agrees that any provisions appearing on the Seller's acknowledgment or other form of acceptance which are inconsistent with, or in addition to, the terms and conditions herein stated are of no force and effect, and that the terms and conditions herein contained govern the entire transaction of sale and the contracts between the parties. Any waiver, alteration or modification of the terms and conditions of this order, to be valid, must be in writing and signed on behalf of the Buyer by its Purchasing Agent. Buyer will consider Seller's requests for changes only if such requests are in writing and are directed to specific provisions of this order.

3. WARRANTIES - PRODUCT: Seller expressly warrants that all goods and services covered by this order will be in strict accordance with all specifications stated in the order or any supplement thereto as to quantity, quality, size, description, dimensions and operating performance, and will be merchantable, of good material and workmanship, and free from all [illegible] defects whatsoever. Seller further warrants that the goods will be fit for the purpose for which such goods are [illegible]. [illegible]

4. [illegible] Seller [illegible] for damages for [illegible]

[illegible]

7. [illegible]

[illegible] shall be immediately refunded to the Buyer. No such [illegible] goods and material shall be replaced without Buyer's further written [illegible]

9. INSURANCE: [illegible] value [illegible] the [illegible] as Force Pro [illegible] Express or Air [illegible] the FOB terms are for Buyer's account. Shipments valued more than $100.00 are covered under Buyer's blanket insurance policy. [illegible] the lowest [illegible] commodities move via truck or freight under released value classification items. Any excess expense resulting from unauthorized declaration of value will be [illegible] back to Seller. This applies to domestic and Canadian purchases only.

10. COMPLIANCE WITH LAWS: The Seller shall comply with all applicable state, federal and local laws, rules and regulations. Without limiting the generality of the foregoing, Seller, in accepting this order, represents that the goods to be furnished or the services to be rendered hereunder were or will be produced or performed in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended, and [illegible] and applicable regulations and [illegible] of the Administrator [illegible] and [illegible] Division issued thereunder. Seller further represents that it has not [illegible] on, [illegible] Act in respect to this transaction.

11. PATENTS: The Buyer shall [illegible] the Seller [illegible] against [illegible] from [illegible] trade [illegible] with design [illegible] shall defend any suit or proceeding brought against the Buyer or [illegible] customers based on any claim that the goods or services furnished hereunder infringe any United States patent, copyright or trade mark, and the Seller shall pay all damages and costs awarded therein against Buyer or its customers. In case the goods furnished hereunder shall be held to constitute infringement, the Seller shall, at the option [illegible] either replace the goods at Seller's expense with noninfringing goods or remove said goods and refund the purchase price and the transportation cost thereof.

12. USE OF DATA: Seller agrees it will keep confidential the [illegible] of any equipment, tools, gauges, patterns, designs, drawings [illegible] ing data, and any other technical or proprietary information [illegible] by Buyer either orally or in writing, and Seller further agrees [illegible] such disclosures and any other disclosures only for the purpose [illegible] ing to, or fabricating for, Buyer the items covered hereby, [illegible] other purpose, without Buyer's express written consent.

13. NON-DISCRIMINATION [illegible] other than standard commercial supplies or raw materials. Seller [illegible] in connection with the performance of work under this order [illegible] discriminate against any employee or applicant for employment [illegible] of race, creed, color or national origin. The above [illegible] include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; [illegible] termination; rates of pay or other forms of compensation [illegible] for training, including apprenticeship [illegible] [illegible] comply with all provisions of Executive Order [illegible] 1961 and amendments [illegible] [illegible] (c) To insert the foregoing provision [illegible]

14. [illegible]

[illegible]

18. QUALITY CONTROL: [illegible] plant inspection system satisfactory to [illegible] of all materials, fabricating and manufacturing [illegible] jigs, dies and finishing processes.

19. IMPORT DUTY: If the goods and materials [illegible] be subject, under existing United States laws or regulations, [illegible] duty, tax or other levy, the Buyer shall have the right to elect [illegible] of the quantities which remain undelivered and as to which [illegible] duty, tax or other levy shall apply, either (a) to agree that [illegible] or other levy shall be paid by the Buyer; or (b) to terminate [illegible] this agreement. Such election shall be exercised [illegible] the Seller, given within sixty (60) days following [illegible] written notice from Seller that an import duty [illegible] imposed. Failing the giving of such notice [illegible] have elected to pay the import [illegible]

20. GENERAL: [illegible]

b. This instrument [illegible]

c. This purchase order [illegible] the laws of the State of [illegible]

d. This contract [illegible]

00000076

PURCHASE ORDER

FANSTEEL METALLURGICAL CORPORATION

NORTH CHICACO, ILLINOIS

PAGE NO. 1

ORDER # 16513

DATE ORDERED 5-31-62

REF. #

WAUKEGAN DISPOSAL SERVICE
P.O. BOX 625
WAUKEGAN, ILLINOIS

SHIP TO

MARK PACKAGES AND DOCUMENTS

1 FANSTEEL METALLURGICAL CORPORATION NORTH CHICAGO, ILLINOIS

2 FANSTEEL METALLURGICAL CORPORATION BUILDING B, MARQUETTE AVENUE, NORTH CHICAGO, ILLINOIS

3 FANSTEEL METALLURGICAL CORPORATION MUSKOGEE, OKLAHOMA

F.O.B. POINT	TERMS
- -	- -

DEPT. #	COST CENTER	ACCT. #	APE #	W.O. #	LOCATION
48		525	900899		1

Please enter our order for the following upon the terms and conditions appearing on the face and reverse side hereof. N-D-

N- G. MARX

SHIPMENT TO ARRIVE 6-4-62

SHIP VIA - -

A PACKING SLIP MUST BE INCLUDED WITH ALL SHIPMENTS

NON TAXABLE Ill. Ret. Registration #20679

X TAXABLE PLEASE INVOICE USE OR SALES TAX AS SEPARATE ITEM.

FANSTEEL CODE #	QUANTITY ORD'D	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
			FURNISH COMPLETE TRASH REMOVAL FOR FANSTEEL METALLURGICAL CORPORATION, NORTH CHICAGO PLANT.	1.00 PER CU. YD. INCLUDING DUMPING FEE	
			SERVICE INCLUDES FURNISHING NECESSARY CONTAINERS (20 TO 25) FOR COLLECTING REFUSE. PICK STATIONS TO BE DESIGNATED BY FANSTEEL - 2 AT NORTH PLANT, ONE AT SOUTH PLANT, AND ONE AT BLDG. "B".		
			THIS CONTRACT TO BE TERMINATED WITHIN 30 DAYS WRITTEN NOTICE BY EITHER PARTY.		
GEP:JS				For further information concerning this order, call G. E. POWELL	

PLEASE NOTE

1. Send Invoice in duplicate to North Chicago, Illinois.
2. Show our Purchase Order No. and requested references on all Invoices, Packing Lists and Packages, as well as all Shipping Memos, Bills of Lading and Express Receipts.
3. Each shipment must be invoiced separately.

ATTACHED ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED AT ONCE.

FANSTEEL METALLURGICAL CORPORATION

G. E. Powell

PURCHASING AGENT

00000002

FANSTEEL/V.R.WESSON
ADR EXHIBIT #10

YC 00002

TERMS AND CONDITIONS OF PURCHASE

1. **Acceptance:** By acceptance of this order the Seller agrees that any provisions appearing on the Seller's acknowledgment or other form of acceptance which are inconsistent with, or in addition to, the terms and conditions herein stated are of no force and effect; and that the terms and conditions herein contained govern the entire transaction of sale and the contract between the parties.

2. **Warranties:** The goods and services covered by this order are warranted by Seller to be in strict accordance with all specifications stated in the order or any supplement thereto as to quantity, quality, size, description and dimensions. Specifications or failure to furnish specifications shall not be in derogation of warranties otherwise implied by law in connection with the sale. The Buyer's inspection or failure to make inspection, or payment of purchase price, shall not waive or terminate any warranties, express or implied.

3. **Compliance with Laws:** The Seller shall comply with all applicable state, federal and local laws, rules and regulations. Without limiting the generality of the foregoing, Seller, in accepting this order, represents that the goods to be furnished or the services to be rendered hereunder were or will be produced or performed in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended, and of all valid and applicable regulations and orders of the Administrator of the Wage and Hour Division issued thereunder.

4. **Inspection:** All shipments shall be subject to final inspection by Buyer after receipt by Buyer at destination. Defective goods will be returned and credit, to include transportation charges paid by Buyer, taken on vouchers. No such defective goods shall be replaced without the Buyer's further written order.

5. **Patents:** The Buyer shall hold the Seller harmless and indemnify it against any expense or loss resulting from infringement of patents or trade marks arising from compliance with designs, specifications or instructions furnished by the Buyer. Except as above provided, the Seller shall defend any suit or proceeding brought against the Buyer or its customers based on any claim that the goods or services furnished hereunder infringe any United States patent, copyright or trade mark, and the Seller shall pay all damages and costs awarded therein against Buyer or its customers. In case the goods furnished hereunder shall be held to constitute infringement, the Seller shall, at the option of the Buyer, either replace the goods at Seller's expense with non-infringing goods or remove said goods and refund the purchase price and the transportation cost thereof.

6. **Delivery:** Seller shall not be liable for damages for delays in delivery due to causes beyond its reasonable control. If Seller, however, for any reason does not meet the designated delivery schedules the Buyer may at its option either approve a revised delivery schedule or terminate the order without liability for such termination.

7. **Cancellation:** Buyer shall have the right to terminate this order (and any contract made pursuant thereto) at any time but agrees to pay the Seller its reasonable costs incurred in processing the order to the date of termination. The Buyer may terminate without liability of any kind in the event of Seller's insolvency, bankruptcy, failure to meet delivery schedules, or other default.

8. **Prices:** The prices stated in this order are inclusive of all charges for packing, containers and cartage except as otherwise specifically provided on the face of the order. All taxes based upon or measured by sale, use or manufacture shall be shown separately on the Seller's invoice.

9. **Modifications:** No waiver, alteration or modification of the terms and conditions stated herein shall be valid unless made in writing and signed on behalf of the Buyer by one of its executive officers.

10. **Use of Data:** Seller agrees it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, and any other technical or proprietary information furnished by Buyer either orally or in writing, and Seller further agrees it will use such disclosures only for the purpose of quoting to, or fabricating for, Buyer the items covered hereby, and for no other purpose, without Buyer's express written consent.

11. **NONDISCRIMINATION IN EMPLOYMENT:** If this order is for other than standard commercial supplies or raw materials Seller agrees in connection with the performance of work under this order: (a) Not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The aforesaid provision shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Seller agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; (b) To comply with all provisions of Executive Order No. 10925 of Mar. 6, 1961 and amendments, restatements and revisions thereof, and of the rules, regulations and orders promulgated thereunder by the President's Committee on Equal Employment Opportunity or as otherwise provided by law; and (c) To insert the foregoing provisions of this paragraph 11 in all subcontracts under this order.

Waukegan Disposal Service

Prompt - Efficient - Courteous

Telephone MA 3-3870

P. O. Box 625
WAUKEGAN, ILLINOIS

Fansteel Metallurgical Corp.
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 6/30/62

6/4/62	18 cu. yds.
6/5/62	26 " "
6/6/62	20 " "
6/7/62	18. " "
6/8/62	17 " "
6/11/62	20 " "
6/12/62	20 " "
6/13	19
6/14	19
6/15	18
6/18	22
6/19	18
6/20	22
6/21	19
6/22	17
6/25	22
6/26	17
6/27	20
6/28	22
6/29	19

TOTAL 393 cubic yards

FANSTEEL/V.R.WESSON
ADR EXHIBIT #11

00000004

YC 00004

Waukegan Disposal Service

Prompt - Efficient - Courteous

Telephone MA 2-3870

P. O. Box 625
WAUKEGAN, ILLINOIS

Fansteel Metallurgical Corp.
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 7/31/62

7/2	18	cu. yds.
7/3	20	"
7/5	19	"
7/6	27	"
7/9	20	"
7/10	20	"
7/11	19	"
7/12	22	"
7/13	17	"
7/16	20	"
7/17	18	"
7/18	24	"
7/19	18/	"
7/20	22	"
7/23	17	"
7/24	20	"
7/25	16	"
7/26	18	"
7/27	19	"
7/30	20	"
7/31	20	"

TOTAL 414 cubic yards

00000005

YC 00005

Waukegan Disposal Service

Prompt - Efficient - Courteous

Telephone MA 2-3870

P. O. Box 625
WAUKEGAN, ILLINOIS

Fansteel Metallurgical Corp.
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 8/31/62

8/1	20	cu. yds.
8/2	22	"
8/3	18	"
8/6	18	"
8/7	17	"
8/8	18	"
8/9	19	"
8/10	21	"
8/13	24	"
8/14	17	"
8/15	17	"
8/16	17	"
8/17	17	"
8/20	18	"
8/21	20	"
8/22	19	"
8/23	19	"
8/[illegible]	18	"
8/27	18	"
8/28	17	"
8/29	19	"
8/30	17	"
8/31	19	"

TOTAL 429 cubic yards

00000006

YC 00006

Waukegan Disposal Service

Prompt - Efficient - Courteous

Telephone MA 2-3870

P. O. Box 625
WAUKEGAN, ILLINOIS

Fansteel Metallurgical Corp.
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 9/30/62

9/4	20	cu. yds.
9/5	18	"
9/6	20	"
9/7	19	"
9/10	21	"
9/11	17	"
9/12	18	"
9/13	17	"
9/14	21	"
9/17	18	"
9/18	19	"
9/19	20	"
9/20	19	"
9/21	20	"
9/24	19	"
9/25	21	"
9/26	19	"
9/27	20	"
9/28	22	"

TOTAL 368 cubic yards

00000007

YC 00007

Waukegan Disposal Service

Prompt - Efficient - Courteous

Telephone MA 3-3870

P. O. Box 625
WAUKEGAN, ILLINOIS

Fansteel Metallurgical Corp.
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 10/31/62

10/1	30	cu. yds.	
10/2	21	"	
10/3	17	"	
10/4	19	"	
10/5	18	"	
10/5	12	"	(service at south plant)
10/8	22		
10/8	18	"	(service at south plant)
10/9	18	"	
10/9	8	"	(service at south plant)
10/10	17	"	
10/11	20	"	
10/12	19	"	
10/15	24	"	
10/16	26	"	
10/17	20	"	
10/18	22	"	
10/19	23	"	
10/22	20	"	
10/23	20	"	
10/24	20	"	
10/25	20	"	
10/26	22	"	
10/29	20	"	
10/30	21	"	
10/31	22	"	TOTAL 519 cubic yards

00000008

Waukegan Disposal Service

Prompt - Efficient - Courteous

Telephone MA 3-3870

P. O. Box 625
WAUKEGAN, ILLINOIS

Fansteel Metallurgical Corp.
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 11/30/62

11/1	22 cu. yds.	
11/2	18 "	
11/5	22 "	
11/6	29 "	
11/7	18 "	
11/8	19 "	
11/9	19 "	
11/12	19 "	
11/13	17 "	
11/14	17 "	
11/15	17 "	
11/16	18 "	
11/19	18 "	
11/20	18 "	
11/21	18 "	
11/23	18 "	
11/26	18 "	
11/27	18 "	
11/28	15 "	
11/29	22 "	
11/30	21 "	401 cu. yds.

ASHES HAULED

9/17	(4 loads)	40 " - no charge	
9/18	(2 loads)	20 " - no charge	
10/10	(7 loads)	70 " - no charge	
10/18	(7 loads)	70 " - no charge	
10/25	(2 loads)	20 " - no charge	
11/6	(6 loads)	60 "	
11/27	(5 loads)	50 "	330 cu. yds.

	731 cu. yds.
credit	220 cu. yds.
TOTAL	511 cu. yds.

00000009

YC 00009

Waukegan Disposal Service

Prompt - Efficient - Courteous

Telephone MA 2-3870

P. O. Box 625
WAUKEGAN, ILLINOIS

Fansteel Metallurgical Corp.
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 12/31/62

12/3	20 cu. yds.	
12/4	20 "	
12/5	20 "	
12/6	20 "	
12/7	16 "	
12/10	22 "	
12/11	20 "	
12/12	18 "	
12/13	20 "	
12/14	18 "	
12/17	21 "	
12/18	22 "	
12/19	21 "	
12/20	22 "	
12/21	20 "	
12/26	20 "	
12/27	21 "	
12/28	18 "	359 cu. yds.

ASHES HAULED

12/11 (1 load)	10 "	
12/12 (5 loads)	50 "	
12/17 (4 loads)	40 "	
12/21 (1 load)	10 "	
12/26 (1 load)	10 "	
12/28 (4 loads)	40 "	160 cu. yds.
	TOTAL	519 cu. yds.

00000010

YC 00010

Waukegan Disposal Service

Prompt - Efficient - Courteous

Telephone MA 3-3870

P. O. Box 625
WAUKEGAN, ILLINOIS

Fansteel Metallurgical Corp.
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 1/31/63

1/2	23	cu. yds.	
1/3	24	"	
1/4	21	"	
1/7	28	"	(1 dump truck load of debris by parking lot)
1/8	24	"	
1/9	19	"	
1/10	20	"	
1/11	19	"	
1/14	20	"	
1/15	20	"	
1/16	19	"	
1/17	17	"	
1/18	20	"	
1/21	19	"	
1/22	18	"	
1/23	16	"	
1/24	17	"	
1/25	21	"	
1/28	19	"	
1/29	21	"	
1/30	15	"	
1/31	21	"	441 cu. yds.

ASHES HAULED

1/3 (1 load)	10	"	
1/4 (4 loads)	40	"	
1/11 (1 load)	10	"	
1/12 (3 loads)	30	"	
1/16 (3 loads)	30	"	
1/18 (2 loads)	20	"	
1/22 (3 loads)	30	"	
1/25 (2 loads)	20	"	
1/30 (3 loads)	30	"	220 cu. yds.
		TOTAL	661 cu. yds.

00000014

Waukegan Disposal Service

Prompt - Efficient - Courteous

Telephone MA 3-3870

P. O. Box 625
WAUKEGAN, ILLINOIS

Fansteel Metallurgical Corp.
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 2/28/63

2/1	19 cu. yds.	
2/4	18 "	
2/5	18 "	
2/6	18 "	
2/7	18 "	
2/8	16 "	
2/11	18 "	
2/12	20 "	
2/13	18 "	
2/14	18 "	
2/15	20 "	
2/18	20 "	
2/19	15 "	
2/20	18 "	
2/21	17 "	
2/22	16 "	
2/25	18 "	
2/26	17 "	
2/27	17 "	357 cu. y
2/28	18 "	

ASHES HAULED

2/1	(3 loads)	30	"
2/5	(4 loads)	40	"
2/8	(2 loads)	20	"
2/12	(3 loads)	30	"
2/15	(3 loads)	30	"
2/22	(4 loads)	40	"

190 cu. yd

TOTAL 547 cu. yd

00000019

YC 00019

Waukegan Disposal Service

Prompt - Efficient - Courteous

Telephone MA 2-3870

P. O. Box 423
WAUKEGAN, ILLINOIS

Fansteel Metallurgical Corporation
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 3/31/63

3/1		17 cu. yds.	
3/4		18 "	
3/5		16 "	
3/6		19 "	
3/7		18 "	
3/8		17 "	
3/11		18 "	
3/12		18 "	
3/13		17 "	
3/14		18 "	
3/15		18 "	
3/18		18 "	
3/19		18 "	
3/20		18 "	
3/21		17 "	
3/22		17 "	
3/25		19 "	
3/26		17 "	
3/27		18 "	
3/28		19 "	
3/29		17 "	372 cu. yds.

ASHES HAULED

3/1	(5 loads)	50 "	
3/11	(3 loads)	30 "	
3/15	(3 loads)	30 "	110 cu. yds.

RUBBISH HAULED BY DUMP TRUCK

3/1	(4 loads)	40 "	(1 load at Building 5) (3 loads at parking lot)	
3/4	(2 loads)	20 "	(at Building 5)	
3/8	(3 loads)	30 "	(by parking lot)	
3/25	(2 loads)	20 "	(by parking lot)	110 cu. yds.

TOTAL 592 cu. yds.

O. KIRKEGAARD DEP. EX. NO. 10
FOR ID., AS OF 7/30/93 [illegible]

EXHIBIT

00000020

00020

Fansteel Metallurgical Corporation
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 4/30/63

4/1	17 cu. yds.		
4/2	18 "		
4/3	17 "		
4/4	17 "		
4/5	18 "		
4/8	17 "		
4/9	18 "		
4/10	16 "		
4/11	16 "		
4/12	18 "		
4/15	18 "		
4/16	19 "		
4/17	15 "		
4/18	17 "		
4/19	16 "		
4/22	16 "		
4/23	18 "		
4/24	16 "		
4/25	17 "		
4/26	17 "		
4/29	16 "		
4/30	16 "		373 cu. yds.

ASHES HAULED

4/16	(6 lds) 60 "		60 cu. yds.

RUBBISH HAULED BY DUMP TRUCK

4/12	(4 lds) 40 "	(by parking lot)	40 cu. yds.
		TOTAL	473 cu. yds.

00000021

YC 00021

Fansteel Metallurgical Corporation
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 5/31/63

5/1	16 cu. yds.	
5/2	17 "	
5/3	18 "	
5/6	16 "	
5/7	16 "	
5/8	16 "	
5/9	16 "	
5/10	16 "	
5/13	16 "	
5/14	15 "	
5/15	15 "	
5/16	17 "	
5/17	17 "	
5/20	17 "	
5/21	17 "	
5/22	16 "	
5/23	20 "	
5/24	17 "	
5/27	18 "	
5/28	16 "	
5/29	16 "	
5/31	16 "	364 cu. yds.

RUBBISH HAULED BY DUMP TRUCK

5/23 (3 lds.)	30 "	(by parking lot)	30 cu. yds.
		TOTAL	394 cu. yds.

00000022

YC 00022

Fansteel Metallurgical Corporation
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 6/30/63

6/3	16 cu. yds.	
6/4	16 "	
6/5	16 "	
6/6	19 "	
6/7	18 "	
6/10	15 "	
6/11	16 "	
6/12	16 "	
6/13	16 "	
6/14	16 "	
6/17	15 "	
6/18	17 "	
6/19	18 "	
6/20	16 "	
6/21	16 "	
6/24	16 "	
6/25	17 "	
6/26	16 "	
6/27	14 "	
6/28	17 "	326 cu. yds.

RUBBISH HAULED BY DUMP TRUCK

6/25 (2 lds.)	20 "	(by parking lot)	20 cu. yds.
		TOTAL	346 cu. yds.

00000023

YC 00023

Fansteel Metallurgical Corporation
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 7/31/63

7/1	15	cu. yds.		
7/2	17	"		
7/3	16	"		
7/5	16	"		
7/8	14	"		
7/9	15	"		
7/10	17	"		
7/11	16	"		
7/12	16	"		
7/15	16	"		
7/16	17	"		
7/17	17	"		
7/18	16	"		
7/19	18	"		
7/22	17	"		
7/23	17	"		
7/24	16	"		
7/25	17	"		
7/26	17	"		
7/29	16	"		
7/30	16	"		
7/31	15	"		357 cu. yds.

RUBBISH HAULED BY DUMP TRUCK

7/25	30	"	(by parking lot)	30 cu. yds.
			TOTAL	387 cu. yds.

00000024

YC 00024

Ransteel Metallurgical Corporation
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 8/31/63

8/1	15 cu. yds.	
8/2	16 "	
8/5	16 "	
8/6	14 "	
8/7	18 "	
8/8	16 "	
8/9	16 "	
8/12	17 "	
8/13	17 "	
8/14	18 "	
8/15	15 "	
8/16	17 "	
8/19	13 "	
8/20	15 "	
8/21	17 "	
8/22	15 "	
8/23	16 "	
8/26	14 "	
8/27	18 "	
8/28	14 "	
8/29	17 "	
8/30	18 "	352 cu. yds.
	TOTAL	352 cu. yds.

00000025

YC 00025

Fansteel Metallurgical Corporation
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 9/30/63

9/3	16 cu. yds.	
9/4	17 "	
9/5	17 "	
9/6	16 "	
9/9	15 "	
9/10	17 "	
9/11	14 "	
9/12	17 "	
9/13	15 "	
9/16	16 "	
9/17	15 "	
9/18	17 "	
9/19	18 "	
9/20	17 "	
9/23	17 "	
9/24	17 "	
9/25	15 "	
9/26	18 "	
9/27	16 "	
9/30	16 "	326 cu. yds.

RUBBISH HAULED BY DUMP TRUCK

9/13	40 "	
9/16	20 "	60 cu. yds.
	TOTAL	386 cu. yds.

00000026

YC 00026

Fansteel Metallurgical Corporation
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 10/31/63

10/1	16	cu. yds.		
10/2	16	"		
10/3	16	"		
10/4	17	"		
10/7	16	"		
10/8	18	"		
10/9	18	"		
10/10	16	"		
10/11	17	"		
10/14	17	"		
10/15	15	"		
10/16	18	"		
10/17	19	"		
10/18	16	"		
10/21	18	"		
10/22	17	"		
10/23	18	"		
10/24	17	"		
10/25	16	"		
10/28	15	"		
10/29	19	"		
10/30	17	"		
10/31	16	"		388 cu. yds.
RUBBISH HAULED BY DUMP TRUCK				
10/11	80	"	(by parking lot)	80 cu. yds.
ASHES HAULED				
10/18	50	"		50 cu. yds.
			TOTAL:	518 cu. yds.

00000027

YC 00027

Fansteel Metallurgical Corporation
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 11/30/63

11/1	16 cu. yds.	
11/4	17 "	
11/5	17 "	
11/6	17 "	
11/7	17 "	
11/8	16 "	
11/11	17 "	
11/12	16 "	
11/13	18 "	
11/14	16 "	
11/15	15 "	
11/18	17 "	
11/19	16 "	
11/20	17 "	
11/21	18 "	
11/22	15 "	
11/25	17 "	
11/26	17 "	
11/27	15 "	
11/29	15 "	
		329 cu. yds.
	TOTAL	329 cu. yds.

00000028

YC 00028

Fansteel Metallurgical Corporation
2200 Sheridan Road
North Chicago, Illinois

ACCOUNT OF YARDAGE FOR MONTH ENDING 12/31/63

12/2	18 cu. yds.	
12/3	17 "	
12/4	15 "	
12/5	16 "	
12/6	17 "	
12/9	16 "	
12/10	17 "	
12/11	15 "	
12/12	17 "	
12/13	17 "	
12/16	15 "	
12/17	17 "	
12/18	15 "	
12/19	17 "	
12/20	15 "	
12/23	17 "	
12/24	------	
12/26	16 "	
12/27	18 "	
12/30	15 "	
12/31	------	310 cu. yds.

RUBBISH HAULED BY DUMP TRUCK

12/6	40 "	40 cu. yds.

ASHES HAULED

12/6	50 "	
12/13	30 "	
12/22	60 "	
12/23	40 "	
12/28	20 "	200 cu. yds.

TOTAL 550 cu. yds.

00000029

YC 00029

PURCHASE ORDER

PAGE NO. 1

FANSTEEL METALLURGICAL CORPORATION

NORTH CHICAGO, ILLINOIS

ORDER # 43535

DATE ORDERED: 1-17-64

REF. #

915-89

WAUKEGAN DISPOSAL SERVICE
P.O. BOX 625
WAUKEGAN, ILLINOIS

SHIP TO

MARK PACKAGES AND DOCUMENTS

1 FANSTEEL METALLURGICAL CORPORATION NORTH CHICAGO, ILLINOIS

2 FANSTEEL METALLURGICAL CORPORATION BUILDING 8, MARQUETTE AVENUE, NORTH CHICAGO, ILLINOIS

3 FANSTEEL METALLURGICAL CORPORATION MUSKOGEE, OKLAHOMA

F.O.B. POINT: - -

TERMS: NET 30

DEPT. #	COST CENTER	ACCT. #	APE #	W.O. #	LOCATION
48		545	-	-	1

Please enter our order for the following upon the terms and conditions appearing on face and reverse hereof.

DELIVER TO - NOTIFY: N- G.C. MARX

SHIPMENT TO ARRIVE AT DESTINATION: DAILY

SHIP VIA:

A PACKING SLIP MUST BE INCLUDED WITH ALL SHIPMENTS

NON TAXABLE EL. CHE. Registration SHIP

TAXABLE PLEASE ENCLOSE USE OR SALES TAX AS SEPARATE ITEM.

FANSTEEL CODE #	QUANTITY ORD.	UNIT	ITEM DESCRIPTION	PRICE
			REMOVE ALL RUBBISH, ASHES AND CINDERS FROM FANSTEEL METALLURGICAL CORPORATION PRESMISS, NORTH AND SOUTH PLANTS, 22ND ST. ALL CONTAINERS TO BE FURNISHED AND MAINTAINED BY THE WAUKEGAN DISPOSAL SERVICE. CONTAINERS TO BE EMPTIED DAILY AND REFUSE TO BE HANDLED, TRANSPORTED AND DUMPED AT AN AUTHORIZED LOCATION, SUCH AS THE WAUKEGAN LANDFILL, BY THE WAUKEGAN DISPOSAL SERVICE.	450.00 MONTH
			UP-TO-DATE CERTIFICATE OF INSURANCE TO BE FURNISHED BY THE WAUKEGAN DISPOSAL SERVICE.	
			THIS CONTRACT SUBJECT TO RENEGOTIATION BY EITHER PARTY UPON 30 DAYS NOTICE.	
KRG; JS				

For further information concerning this order, call K. R. GARRITY

PLEASE NOTE

1. Send Invoice in duplicate to North Chicago, Illinois.
2. Show our Purchase Order No. and requested references on all Invoices, Packing Lists and Packages, as well as all Shipping Memos, Bills of Lading and Express Receipts.
3. Each shipment must be invoiced separately.

ATTACHED ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED AT ONCE.

FANSTEEL METALLURGICAL CORPORATION

PURCHASING AGENT

00000030

FANSTEEL/V.R.WESSON
ADR EXHIBIT #12

YC 00030

TERMS AND CONDITIONS OF PURCHASE

1. Acceptance: By acceptance of this order the Seller agrees that any provisions appearing on the Seller's acknowledgment or other form of acceptance which are inconsistent with, or in addition to, the terms and conditions herein stated are of no force and effect; and that the terms and conditions herein contained govern the entire transaction of sale and the contract between the parties.

2. Warranties: The goods and services covered by this order are warranted by Seller to be in strict accordance with all specifications stated in the order or any supplement thereto as to quantity, quality, size, description and dimensions. Specifications or failure to furnish specifications shall not be in derogation of warranties otherwise implied by law in connection with the sale. The Buyer's inspection or failure to make inspection, or payment of purchase price, shall not waive or eliminate any warranties, express or implied.

3. Compliance with Laws: The Seller shall comply with all applicable state, federal and local laws, rules and regulations. Without limiting the generality of the foregoing, Seller, in accepting this order, represents that the goods sold furnished or the services to be rendered hereunder were or will be produced or performed in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended, and of all valid and applicable regulations and orders of the Administrator of the Wage and Hour Division issued thereunder.

4. Inspection: All shipments shall be subject to final inspection by Buyer after receipt by Buyer at destination. Defective goods will be returned, and credit, to include transportation charges paid by Buyer, taken on vouchers. No such defective goods shall be replaced without the Buyer's further written order.

5. Patents: The Buyer shall hold the Seller harmless and indemnify it against any expense or loss resulting from infringement of patents or trade marks arising from compliance with Buyer's specifications or instructions furnished by the Buyer. Except as above provided, the Seller shall defend any suit or proceeding brought against the Buyer or its customers insofar as it shall be alleged that the goods or services furnished hereunder infringe any United States patent, copyright, design, mark or trade. The Seller shall pay all damages and costs awarded therein against Buyer or its customers, in case the goods furnished hereunder shall be held to constitute infringement. The Buyer shall give the Seller prompt notice of any such claim, allow Seller the sole right to defend or settle such claim, furnish Seller all information, assistance and authority required for the defense and settlement thereof, and cooperate with Seller in the defense or settlement of any such claim. Seller shall be liable for transportation cost thereof.

6. Delivery: Seller shall be liable for damages for delays in delivery due to causes beyond its reasonable control. If Seller, however, for any reason does not meet the designated delivery schedules the Buyer may at its option either approve a revised delivery schedule or terminate the order without liability for such termination.

7. Cancellation: Buyer shall have the right to terminate this order (and any contract made pursuant thereto) at any time but agrees to pay the Seller its reasonable costs incurred in performing the order to the date of termination. The Buyer may terminate without liability of any kind in the event of Seller's insolvency, bankruptcy, failure to meet delivery schedules, or other default.

8. Prices: The prices stated in this order are inclusive of all charges for packing, containers and cartage except as otherwise specifically provided on the face of the order. All taxes based upon or measured by sale, use or manufacture shall be shown separately on the Seller's invoice.

9. Modifications: No waiver, alteration or modification of the terms and conditions stated herein shall be valid unless made in writing and signed on behalf of the Buyer by one of its executive officers.

10. Use of Data: Seller agrees it will keep confidential the features of any equipment, tools, drawings, patterns, designs, drawings, engineering data, and any other technical or proprietary information furnished by Buyer either orally or in writing, and Seller further agrees it will use such information only for the purpose of quoting to, or performing for, Buyer the items covered hereby, and for no other purpose, without Buyer's express written consent.

11. NONDISCRIMINATION IN EMPLOYMENT: If this order is for other than standard commercial supplies or raw materials Seller agrees in connection with the performance of work under this order: (a) Not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The aforesaid provision shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Seller agrees to post hereafter in employees places, available for employees' and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; (b) To comply with all provisions of Executive Order No. 10925 of Mar. 6, 1961 and [illegible] and rules, regulations and orders issued pursuant thereunder by the President's Committee on Equal Employment Opportunity, or as otherwise [illegible] Seller shall insert the foregoing provisions of this paragraph 11 in all subcontracts [illegible]

00000031

WAUKEGAN DISPOSAL SERVICE, INC.

COMMERCIAL INDUSTRIAL RESIDENTIAL

POST OFFICE BOX 625 • WAUKEGAN, ILLINOIS 60085 • TELEPHONE MA 3-3870

December 12, 1966

Fansteel Metallurgical Corporation
2200 Sheridan Road
North Chicago, Illinois 60064

Attention: Mr. Wagner

Dear Sir:

We are sending this letter to verify our telephone conversation regarding the monthly rate for service. As per our conversation, we agreed that another $10.00 per month would be added because of the increased volume of rubbish hauled during 1966, bringing the total to $460.00 per month, effective as of January 1, 1968.

Thanking you for the privilege of serving you, I remain,

Yours truly,

WAUKEGAN DISPOSAL SERVICE, INC.

Peder W. Kirkegaard

PWK/rk

FANSTEEL/V.R.WESSON
ADR EXHIBIT #13

FANSTEEL METALLURGICAL CORPORATION

NUMBER ONE TANTALUM PLACE, NORTH CHICAGO, ILLINOIS - 60064

MARK PACKAGES AND DOCUMENTS

ORDER # 77700

DATE ORDERED: 12/27/66

REF #

WAUKEGAN DISPOSAL SERVICE
POST OFFICE BOX 625
WAUKEGAN, ILLINOIS 60085

SHIP TO:
1 FANSTEEL METALLURGICAL CORPORATION NORTH CHICAGO, ILLINOIS
2 FANSTEEL/TORRANCE 1740 ARALOME AVE. TORRANCE, CALIFORNIA
3 FANSTEEL METALLURGICAL CORPORATION MUSKOGEE, OKLAHOMA
4

F.O.B. POINT	TERMS				
OUR PLANT	NET				
DEPT. #	COST CENTER	ACCT. #	APE #	W.O. #	LOCATION
58		545		655557	1

— 50%
50%
45

Please enter our order for the following upon the terms and conditions appearing on face and reverse hereof.

DELIVER TO - NOTIFY

SHIPMENT TO ARRIVE AT DESTINATION: DAILY

A PACKING SLIP MUST BE INCLUDED WITH ALL SHIPMENTS

SHIP VIA

NON TAXABLE FR. CH. Registration

TAXABLE

FANSTEEL CODE #	QUANTITY	UNIT	ITEM DESCRIPTION	PRICE
			BLANKET ORDER TO COVER PERIOD JANUARY THROUGH DECEMBER 1967. REMOVE ALL RUBBISH, ASHES, AND CINDERS FROM FANSTEEL PREMISES, NORTH AND SOUTH PLANTS. ALL CONTAINERS TO BE FURNISHED AND MAINTAINED BY WAUKEGAN DISPOSAL SERVICE. CONTAINERS TO BE EMPTIED DAILY AND REFUSE TO BE HANDLED, TRANSPORTED, AND DUMPED AT AN AUTHORIZED LOCATION SUCH AS THE WAUKEGAN LANDFILL BY THE WAUKEGAN DISPOSAL SERVICE.	$460.00 PER MONTH
			UP-TO-DATE CERTIFICATE OF INSURANCE TO BE FURNISHED BY WAUKEGAN DISPOSAL SERVICE.	
			THE CONTRACT IS SUBJECT TO RE-NEGOTIATION BY EITHER PARTY UPON 30 DAYS NOTICE.- (THIS ORDER CANCELS AND SUPERSEDES P.O. #NRR 67050)	
			ABOVE MENTIONED INSURANCE COVERS GENERAL LIABILITY.	
			THE SIGNED COPY OF THIS ACKNOWLEDGEMENT MUST BE RETURNED DULY EXECUTED BEFORE ANY PAYMENT WILL BE RENDERED.	
AJW;MR				

"Contractor to furnish certificate of insurance according to the ... with the ... Act. ... mechanics ... contractors ... must accompany ... union ... the ... and ... their ... with the Fansteel ... practices."

PLEASE NOTE

1. Send Invoice in duplicate to North Chicago, Illinois.
2. Show our Purchase Order No. and requested references on all Invoices, Packing Lists and Packages, as well as all Shipping Memos, Bills of Lading and Express Receipts.
3. Each shipment must be invoiced separately.

ATTACHED ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED AT ONCE.

FANSTEEL METALLURGICAL CORPORATION

Peter W. Fitzgerald
BUYER

A. J. Wagner
BY A. J. WAGNER
PURCHASING AGENT

00000037

YC 00037

TERMS AND CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** Acceptance of this order or the furnishing of any products or acceptance of any payment by Seller under this order constitutes an unqualified acceptance by Seller.

2. **MODIFICATIONS:** By acceptance of this order the Seller agrees that any provisions appearing on the Seller's acknowledgment or other form of acceptance which are inconsistent with, or in addition to, the terms and conditions herein stated are of no force and effect; and that the terms and conditions herein contained govern the entire transaction of sale and the contracts between the parties. Any waiver, alteration or modification of the terms and conditions of this order, to be valid, must be in writing and signed on behalf of the Buyer by its Purchasing Agent. Buyer will consider Seller's requests for changes only if such requests are in writing and are directed to specific provisions of this order.

3. **WARRANTIES - PRODUCT:** Seller expressly warrants that all goods and services covered by this order will be in strict accordance with all specifications stated in the order or any supplement thereto as to quantity, quality, size, description, dimensions and operating performance, and will be merchantable, of good material and workmanship, and free from any and all defects whatsoever. Seller further warrants that the goods shall be fit for the purpose for which such goods are ordinarily employed. Specifications or failure to furnish specifications shall not be in derogation of warranties otherwise implied by law in connection with the sale. Buyer's inspection or failure to make inspection, acceptance or payment of purchase price, or both, shall not waive or terminate any warranties, express or implied.

4. **DELIVERY:** Seller shall not be liable for damages for delay in delivery due to causes beyond its reasonable control. If Seller, however, for any reason does not meet the designated delivery schedules, the Buyer may at its option either approve a revised delivery schedule or terminate the order without liability for such termination.

5. **CANCELLATION:** Buyer shall have the right to terminate this order (and any contract made pursuant thereto) at any time, but agrees to pay the Seller its reasonable costs incurred in processing the order to the date of termination.

6. **PRICES:** The prices stated in this order are inclusive of all charges for packing, containers and Cartage, except as otherwise specifically provided on the face of the order. All applicable Excise, State or Municipal Sales and Use Taxes shall be shown separately on the Seller's invoice.

7. **WARRANTY - PRICE:** Seller warrants that the prices of the items set forth herein do not exceed those charged by Seller to any other customer purchasing the same items in like or similar quantities. Notwithstanding the price or other terms contained herein, if, during the course of the performance and delivery of the goods and services covered by this order, the Seller grants a more favorable price, terms or other conditions on sales of similar goods and services to other customers, Buyer shall become entitled to the more favorable price, terms or conditions as to the unfilled portion of the order.

8. **INSPECTION:** All shipments shall be subject to final inspection by Buyer after receipt by Buyer at destination. Defective goods and material will be returned to Seller. Acceptance of delivery by Buyer and/or payment of provisional or final invoice shall be without prejudice to Buyer's right to reject and return goods and material which are defective or do not conform to specifications. Transportation charges to Buyer, crating and other packaging cost incurred by Buyer and return on material properly rejected by Buyer shall be for the account of the Seller. Payments made to the Seller for material properly rejected by Buyer shall be immediately refunded to the Buyer. No such defective goods and material shall be replaced without Buyer's further written order.

9. **INSURANCE:** Insure only shipments valued less than $100.00 moving via Parcel Post, Express or Air when the FOB terms are for Buyer's account. Shipments valued more than $100.00 are covered under Buyer's blanket insurance policy. Declare the lowest valuation when the commodities move via truck or freight under released value classification items. Any excess expense resulting from unauthorized declaration of value will be billed back to Seller. This applies to domestic and Canadian purchases only.

10. **COMPLIANCE WITH LAWS:** The Seller shall comply with all applicable state, federal and local laws, rules and regulations. Without limiting the generality of the foregoing, Seller, in accepting this order, represents that the goods to be furnished or the services to be rendered hereunder were or will be produced or performed in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended, and all valid and applicable regulations and orders of the Administrator of the Wage and Hour Division issued thereunder. Seller further represents that it had not violated any of the provisions of the Robinson-Patman Act in respect of this transaction.

11. **PATENTS:** The Buyer shall hold the Seller harmless and indemnify it against any expense or loss resulting from infringement of patents or trade marks arising from compliance with designs, specifications or instructions furnished by the Buyer. Except as above provided, the Seller shall defend any suit or proceeding brought against the Buyer or its customers based on any claim that the goods or services furnished hereunder infringe any United States patent, copyright or trade mark, and the Seller shall pay all damages and costs awarded thereon against Buyer or its customers. In case the goods furnished hereunder shall be held to constitute infringement, the Seller shall, at the option of the Buyer, either replace the goods at Seller's expense with non-infringing goods or remove said goods, and refund the purchase price and the transportation cost thereof.

12. **USE OF DATA:** Seller agrees it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, and any other technical or proprietary information furnished by Buyer either orally or in writing, and Seller further agrees it will use such disclosures and any other disclosures only for the purpose of quoting to, or fabricating for, Buyer the items covered hereby, and for no other purpose, without Buyer's express written consent.

13. **NON-DISCRIMINATION IN EMPLOYMENT:** If this order is for other than standard commercial supplies or raw materials, Seller agrees in connection with the performance of work under this order: (a) Not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The aforesaid provision shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Seller agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause; (b) To comply with all provisions of Executive Order No. 10925 of March 6, 1961, and amendments, restatements and revisions thereof, and of the rules, regulations and orders promulgated thereunder by the President's Committee on Equal Employment Opportunity or as otherwise provided by law; and (c) To insert the foregoing provisions of this paragraph 13 in all subcontracts under this order.

14. **ADVERTISING:** Seller shall not, without first obtaining the written consent of Buyer, in any manner, advertise or publish the fact that Seller has contracted to furnish Buyer the material herein ordered, and for failure to observe this provision, Buyer shall have the right to terminate the contract resulting from the acceptance of this order without any obligation to accept deliveries after the date of termination or make further payments except for articles delivered prior to termination.

15. **INSOLVENCY:** Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of the Seller, the filing of a voluntary petition in bankruptcy; the filing of an involuntary petition to have the Seller declared bankrupt provided it is not vacated within thirty (30) days from date of filing; the appointment of a receiver or trustee for Seller provided such appointment is not vacated within thirty (30) days from date of filing; the execution by Seller of an assignment for the benefit of creditors.

16. **REMEDIES:** The remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of this order shall constitute a waiver of any other breach or of such provision.

17. **SPECIAL EQUIPMENT:** All tools, dies, patterns, molds, printing plates and other printing materials, and special equipment designed and/or built for the purpose of filling this order shall remain the property of Buyer and shall be sent to Buyer promptly upon written request. Seller agrees to keep and maintain such materials and equipment in good condition while they remain in Seller's possession.

18. **QUALITY CONTROL:** All goods, materials and workmanship shall, during the performance of this contract, be open for purposes of inspection, testing and quality control at Seller's plant by Buyer's authorized representatives. Seller shall provide, without cost to Buyer, a complete inspection system, satisfactory to Buyer, covering the inspection of all materials, fabricating and manufacturing methods, tools, models, jigs, dies and finished product.

19. **IMPORT DUTY:** If the goods and materials herein ordered shall be subject, under existing United States laws or regulations, to an import duty, tax or other levy, the Buyer shall have the right to elect, in respect of the quantities which remain undelivered and as to which the import duty, tax or other levy shall apply, either (a) to agree that the duty, tax or other levy shall be paid by the Buyer; or (b) to terminate and cancel this agreement. Such election shall be exercised by notice in writing to the Seller, given within sixty (60) days following the receipt by Buyer of written notice from Seller that an import duty, tax or other levy is being imposed. Failing the giving of such notice, the Buyer shall be deemed to have elected to pay the import duty, tax or other levy.

20. **GENERAL:** a. The provisions of this order are for the benefit of the parties to this contract and not for the benefit of any other person.

b. This instrument contains the entire and only agreement between the parties respecting the sale and purchase specified in this order and supersedes all pre-existing agreements or arrangements between the parties.

c. This purchase order shall be governed in all respects by the laws of the State of Illinois.

d. This contract is non-assignable by Seller.

00000038

YC 00038

WAUKEGAN DISPOSAL SERVICE, INC.

COMMERCIAL INDUSTRIAL RESIDENTIAL

POST OFFICE BOX 625 • WAUKEGAN, ILLINOIS 60085 • TELEPHONE MA 3-3870

6/16/67

~~May 29, 1967~~

Fansteel Metallurgical Corporation
Number One Tantalum Place
North Chicago, Illinois 60064

Attention: A. J. Wagner

Dear Sir:

There has been a steady increase in the amount of refuse hauled during the last two years, reflected also by four additional containers installed recently, bringing the total to twenty-four containers in service at your plant.

Since there has been such an increase, we would like to ask for a $50.00 per month raise, bringing the total to $510.00 per month.

We would appreciate your reply at your earliest convenience.

Thanking you for the privilege of serving you, I remain,

Sincerely,

WAUKEGAN DISPOSAL SERVICE, INC.

Peder W. Kirkegaard

PWK/rk

FANSTEEL/V.R.WESSON

ADR EXHIBIT #14

00000041

FORM 119-C2 PURCHASE ORDER

FANSTEEL METALLURGICAL CORPORATION

NUMBER ONE TANTALUM PLACE, NORTH CHICAGO, ILLINOIS - 60064

MARK PACKAGES AND DOCUMENTS

ORDER # NRR 77700

DATE ORDERED 7/6/67

REF. # DATE CHANGED

WAUKEGAN DISPOSAL SERVICE
POST OFFICE BOX 625
WAUKEGAN, ILLINOIS

SHIP TO
1 FANSTEEL METALLURGICAL CORPORATION NORTH CHICAGO, ILLINOIS 60064
2 FANSTEEL/TORRANCE 1740 ARAGONE AVE. TORRANCE, CALIFORNIA 90501
3 FANSTEEL METALLURGICAL CORPORATION MUSKOGEE, OKLAHOMA 74401
4

F.O.B. POINT	TERMS
OUR PLANT	NET

	DEPT. #	COST CENTER	ACCT #	APE #	W.O. #	LOCATION
50%	58		545		655557	
50%						

PURCHASE ORDER SHOULD READ

DELIVER TO - NOTIFY

SHIPMENT TO ARRIVE AT DESTINATION: DAILY

A PACKING SLIP MUST BE INCLUDED WITH ALL SHIPMENTS

SHIP VIA: --

X NON TAXABLE Ill. Cat. Registration (Certificate)

TAXABLE PLEASE CHARGE USE OR SALES TAX AS SEPARATE ITEM

FANSTEEL CODE #	QUANTITY ORDERED	UNIT	ITEM DESCRIPTION	PRICE
			DUE TO ADDITIONAL RUBBISH REMOVAL, PLEASE INCREASE PRICE ON ABOVE ORDER TO READ----------	$510.00 PER MONT
AJW:MR				

PLEASE NOTE

1. Send Invoice in duplicate to North Chicago, Illinois.
2. Show our Purchase Order No. and requested references on all Invoices, Packing Lists and Packages, as well as all Shipping Memos, Bills of Lading and Express Receipts.
3. Each shipment must be invoiced separately.

ATTACHED ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED AT ONCE.

FANSTEEL METALLURGICAL CORPORATION

BUYER

BY A. J. WAGNER
PURCHASING

0000004

YC 00042

CONDITIONS

1. No materials in excess of this order will be accepted unless authority in writing has been granted by our Purchasing

2. Patents—The Seller by accepting this order agrees to and will fully protect and indemnify the purchaser from any and all damages, judgments, expense or loss, including counsel fees, arising out of any suit or claim for infringement of any patent, trade-mark or copyright.

3. Defective Goods will be returned promptly and credit taken on vouchers. No such goods are to be replaced without our Formal Order.

4. No allowance will be made for boxing, packing or cartage, unless arrangements have been made with this office.

5. Invoices must be rendered for each order on date of shipment. If not received promptly, invoice will be returned for redating.

00000062

YC 00062

PURCHASE ORDER

A DIVISION OF FANSTEEL MET. CORP.

VR/WESSON COMPANY

500 MARKET STREET WAUKEGAN, ILLINOIS 60085

№ 57248

This number must appear on all invoices, bills of lading, shipping containers and packing slips.

Date January 7, 1964

To Waukegan Disposal Service
P.O. Box 264
Waukegan, Illinois

Ship As Required
Via Truck
F.O.B. O.P.

Dept. 30 Account 523 fhn (S)(N) Terms Net

Please enter our order for the following, subject to the terms and conditions on the reverse hereof:

QUANTITY	V-R CODE	DESCRIPTION	UNIT PRICE	PER	AMOUNT
		To cover cost of hauling investment silica sand from VR Quonset Bldg. to Dept. 30 from Jan. 2, 1964 through Dec. 31, 1964.	6.00	hr.	
		Consign this shipment to 500 Market Street, Waukegan, Illinois			

VASCOLOY-RAMET CORPORATION

G.A. Peterson
Purchasing Agent

Per

FANSTEEL/V.R.WESSON
ADR EXHIBIT #16

00000061

YC 00061

CONDITIONS

1. No materials in excess of this order will be accepted unless authority in writing has been granted by our Purchasing Department.

2. Patents—The Seller by accepting this order agrees to and will fully protect and indemnify the purchaser from any and all damages, judgments, expense or loss, including counsel fees, resulting from the infringement of any patent, trade-mark or copyright.

3. Defective Goods will be returned promptly and credit taken on vouchers. No such goods are to be replaced without our Formal Order.

4. No allowance will be made for boxing, packing or cartage, unless arrangements have been made with this office.

5. Invoices must be rendered for each order on date of shipment. If not received promptly, invoice will be returned for redating.

00000057

PURCHASE ORDER

VASCOLOY-RAMET CORPORATION

WAUKEGAN, ILLINOIS

Order Nº 52795

This number must appear on all invoices, bills of lading, shipping containers and packing slips.

Date January 18, 1963

To Waukegan Disposal Service
919 Low Avenue
Waukegan, Illinois

Ship As Required

Via ----

F.O.B. O.P.

Dept. 30 Account 523 fhn (S)(N) Terms: Net

Please enter our order for the following, subject to the terms and conditions on the reverse hereof:

QUANTITY	V-R CODE	DESCRIPTION	UNIT PRICE	PER	AMOUNT
		To cover cost of hauling investment silica sand from V-R Quonset Bldg. to V-R Dept. 30.	6.00	hr	
Hembrook		Consign this shipment to 800 Market Street, Waukegan, Illinois			

VASCOLOY-RAMET CORPORATION

By [signature]

FANSTEEL/V.R.WESSON

ADR EXHIBIT #15

00000056

Attachment

Fansteel Metallurgical Corporation
Summary of Yardage & Cost
1962

Year- 1962
Cost - $1.00 per cubic yard

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Annual Total
Total Cubic Yards-- Daily Waste Hauled						393	414	429	368	519	401	359	2,883.00
Total Cubic Yards Ashes Hauled											330	160	490.00
Total Rubbish Hauled													0.00
Credits											220		
Total Monthly Cost						$393.00	$414.00	$429.00	$368.00	$519.00	$511.00	$519.00	$3,153.00

Fansteel Metallurgical Corporation
Summary of Yardage & Cost
1963

Year- 1963
Cost - $1.00 per cubic yard

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Annual Total
Total Cubic Yards--Daily Waste Hauled	415	357	372	373	364	326	357	352	326	388	329	310	4,269.00
Total Cubic Yards Ashes Hauled	220	190	110	60						50		200	830.00
Total Cubic Yards Rubbish Hauled			110	40	30	20	30		60	80		40	410.00
Credits													
Total Monthly Cost	$635.00	$547.00	$592.00	$473.00	$394.00	$346.00	$387.00	$352.00	$386.00	$518.00	$329.00	$550.00	$5,509.00

Fansteel Metallurgical Corporation
Summary of Yardage & Cost
1964-1969

	1964	1965	1966	1967	1968	1969
Total Cubic Yards-- Daily Waste Hauled						
Total Cubic Yards Ashes Hauled						
Total Cubic Yards Rubbish Hauled						
Credits						
Total Monthly Cost	$450.00	$450.00	$450.00	$460.00 (Jan. -June) $510.00 (July - Dec.)	$510.00	$510.00
Annual Total	$5,400.00	$5,400.00	$5,400.00	$5,820.00	$6,120.00	$6,120.00

V. R. Wenzen
Summary of Yardage & Cost
1962 - 1969

	1962	1963	1964	1965	1966	1967	1968	1969
Total Cubic Yards--Daily Waste Hauled								
Total Cubic Yards Ashes Hauled								
Total Cubic Yards Rubbish Hauled								
Credits								
Total Monthly Cost	$240.00 Aug.-Dec.	$240.00	$250.00	$250.00	$260.00	$260.00	$260.00	$290.00
Annual Total	$1,200.00	$1,200.00	$3,000.00	$3,000.00	$3,120.00	$3,120.00	$3,120.00	$3,480.00

155848.1

Depo. Exerpts

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

WAUKEGAN COMMUNITY SCHOOL DISTRICT NO. 60, et al., Plaintiffs,	)	VOL. I
v.	)	Case No. 92 C 7592
ABBOTT LABORATORIES, et al., Defendants.	)	Judge Leinenweber Magistrate Judge Rosemond

The deposition of OLE KIRKEGAARD, called as a witness for examination, taken pursuant to the Federal Rules of Civil Procedure of the United States District Courts pertaining to the taking of depositions, taken before MELANIE JAKUS, a Notary Public within and for the County of DuPage, State of Illinois, and a Certified Shorthand Reporter of said state, at Suite 7200, 233 South Wacker Drive, Chicago, Illinois, on the 28th day of July, A.D. 1993, at 9:30 a.m.

A. No. That stayed the same.
Q. Okay.
A. Yes.
Q. You said you drove the afternoon route.
A. Yes.
Q. What was the afternoon route?
A. That was heavy industrial accounts.
Q. Okay. If you were leaving at Low Avenue, which way would you --
A. We would take Jackson all the way to North Chicago to 22nd Street.
MR. RANDOLPH: Just for the record, we have marked certain names of companies in pink, which is also the color that's designated for the downtown route. I'm going to just highlight those names in pink so that we are clear for the record that those are all downtown route accounts, and I have done that on the map.
Now we are going to start with a different color.
MR. RODRIGUEZ: Why don't we do the afternoon with yellow marker then?
MR. BOWMAN: Gabe, what time period are we talking about now?

MR. RODRIGUEZ: We are still in the early sixties.
BY THE WITNESS:
A. I take Jackson Street all the way. This is residential in here all the way down to North --
BY MR. RODRIGUEZ:
Q. You have got to describe for everybody where you are going.
A. South on Jackson to 22nd Street in North Chicago. The first stop was on Morrow Avenue, a moving company. Beren's Moving I believe it's called.
After that, I went to Fansteel Corporation on 22nd Street, south plant and north plant.
MR. RODRIGUEZ: Okay.
MR. RANDOLPH: Okay. Just for the record, the witness has made two yellow dots on either side of 22nd Street just east of the notation "Seymour," and I'm going to make a double line for both of those dots and mark those as "Fansteel," and I have done that on the map.
Is there a question?
BY THE WITNESS:

A. Now --
MR. RANDOLPH: Wait for the question.
BY MR. RODRIGUEZ:

4 Q. Okay. After you stopped at Fansteel,
5 where did you go?
6 Let me ask you this: Did you go to
7 Fansteel every afternoon?
8 A. Five days.
9 Q. Okay. Where did you go after Fansteel?
10 A. Went to North Chicago Refinery &
11 Smelters and picked up Sheridan Road, which was
12 about here (indicating).
13 MR. RANDOLPH: The witness has made a yellow
14 dot on Sheridan Road between 18th Street and 17th
15 Street, which I have marked on the map as "North
16 Chicago Refiners."
17 BY MR. RODRIGUEZ:
18 Q. Where did you go from North Chicago --
19 A. Refiners & Smelters.
20 We went to Stone Container Corporation.
21 MR. RANDOLPH: That's Stone Container.
22 BY THE WITNESS:
23 A. We went across the railroad track --
24 no -- yes. We went across the railroad track

1 here. We crossed Foss Park to Stone Corporation
2 here, Stone Container (indicating).
3 MR. RANDOLPH: The witness has made a yellow
4 dot where it says "Foss Park Avenue" just east of
5 the C and NW Railroad, and I have marked that on
6 the map as "Stone."
7 BY MR. RODRIGUEZ:
8 Q. Then from Stone Container --
9 A. I went down -- came back off Sheridan
10 Road, went down to 10th Street.
11 MR. RANDOLPH: Here's 8th, 9th, 10th.
12 BY THE WITNESS:
13 A. 10th to Westvaco Corporation. They call
14 it -- they changed the name to Westvaco/U.S.
15 Envelope.
16 MR. RANDOLPH: Make a dot on there.
17 THE WITNESS: U.S. Envelope (indicating).
18 MR. RANDOLPH: The witness has made a yellow
19 dot just east of Sheridan Road just below the
20 notation "Mother of God School," which I have
21 marked on the map as "Westvaco."
22 BY MR. RODRIGUEZ:
23 Q. Now, during that time, what was the name
24 of the account? Was it Westvaco?

1 A. That was U.S. Envelope at that time.
2 Q. Okay. Where did you go from there?
3 A. Then we went back to Sheridan Road down
4 to South Avenue, South Avenue. Went down below the
5 hill to Market Street, went south on Market Street
6 and picked up VR/Wesson Corporation, W-e-s-s-o-n.

7 MR. RANDOLPH: The witness has made a yellow
8 dot on Market Street just south of the notation
9 "Saint Mary's Cemetery," which I have marked on
10 the map as "V.R. Wesson."
11 BY MR. RODRIGUEZ:
12 Q. Where did you go from there?
13 A. After VR/Wesson, we picked up Waukegan
14 Paint & Lacquer, which was right next to VR/Wesson.
15 MR. RANDOLPH: The witness has made a second
16 dot right on the term "Oakwood Cemetery," which I
17 have marked on the map as "Waukegan Paint."
18 BY THE WITNESS:
19 A. After that, we went and picked up Lake
20 Shore Foundry, which was right on the other side
21 over here (indicating).
22 MR. RANDOLPH: The witness has made a third
23 dot in the area of Oakwood Cemetery, which I have
24 marked as "Lake Shore Foundry."

1 BY THE WITNESS:
2 A. Lake Shore Foundry.
3 Now, many times we get loaded in this
4 area, and we went to the landfill with that load
5 (indicating).
6 MR. RANDOLPH: By "this area," the witness is
7 pointing out the area in which Wesson, Lake Shore
8 Foundry, Waukegan Paint and Westvaco is on the
9 map.
10 BY MR. RODRIGUEZ:
11 Q. You would dump your load at that time?
12 A. Yes.
13 Q. Would your route be complete at that
14 time or did you have more to the route?
15 A. No. I had to go back.
16 Q. To complete the afternoon?
17 A. Yes.
18 Q. Where would you have picked up then?
19 A. Okay. We went to the landfill, Yeoman
20 Creek Landfill, and came back and started the
21 second pickup at Sears building.
22 Q. Second pickup of the day?
23 A. Second pickup, yes. They get an early
24 pickup in the morning and then they get a second

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION

4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,)
6 Plaintiffs,)
7 v.)Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.,)Judge Leinenweber
9 Defendants.)Magistrate Judge Rosemond
10
11 July 29, 1993
12 9:30 a.m.
13
14 The deposition of OLE KIRKEGAARD resumed
15 pursuant to adjournment at Suite 7200, 233 South
16 Wacker Drive, Chicago, Illinois.
17
18
19
20
21
22
23
24

A. Yes.
Q. Do you recall seeing a baseball field there for several years before the Yeoman Creek Landfill closed?
A. Yes.
Q. Once the Edwards Field Landfill had closed and you were taking trash to Yeoman Creek, was there ever an instance when you or Waukegan Disposal Service ever went back and took another few loads to the Edwards Field area?
A. No.
MR. DAGGETT: I don't have any further questions. Thanks.
MR. VARICK: Good afternoon, Mr. Kirkegaard. My name is Steve Varick. I represent Fansteel and will be asking you a few questions, as others have.

EXAMINATION

BY MR. VARICK:
Q. Let me get right into matters which relate to my client. I think you testified yesterday that you picked up from Fansteel on your afternoon route.
Is that what you recall?

A. Yes.
Q. Okay. How often did you pick up from Fansteel?
A. Five days a week.
Q. Did you ever pick up on Saturday from Fansteel?
A. No.
Q. Okay. When did that begin? When did you begin picking up from Fansteel?
A. The early sixties.
Q. So sometime before 1965 you think or you're not sure?
A. I would say yes.
Q. Okay. Would you say after 1962?
A. Yes.
Q. Okay. After 1963?
MR. RANDOLPH: Don't guess. If you know, fine.
BY MR. VARICK:
Q. I'm not asking you to guess. I just want to make sure I get as much precision as I can of course.
Do you think it was sometime after 1963?
A. I couldn't pinpoint it that close for

you.
Q. Okay. Now, when you picked up from Fansteel, did you pick up from one location or more

4 than one?
5 A. Two locations.
6 Q. Which locations were they?
7 A. South and north.
8 Q. Can you tell me where was -- let's start
9 with the south location. Where was the south
10 location?
11 A. South of 22nd Street in North Chicago.
12 Q. Where was the north location?
13 A. North of 22nd Street across the street.
14 Q. Across the street from each other?
15 A. Yes.
16 Q. You picked up from each each day?
17 A. Yes.
18 Q. Which did you pick up from first?
19 A. South -- I'm sorry, north.
20 Q. Why did you pick up from the north
21 location first?
22 A. I can't tell you why.
23 Q. You don't remember?
24 A. We always picked up the north part

1 first.
2 Q. Okay. Now, Fansteel, as I recall, was
3 one of the first, if not the very first, stop on
4 your route, correct?
5 A. Yes.
6 Q. And otherwise you went northward,
7 correct?
8 A. Yes.
9 Q. Why, then, would you go from the north
10 location of Fansteel then to the south and then
11 back north?
12 A. They both are on the same street, and
13 both plants are only 500 feet apart, actually.
14 MR. RANDOLPH: I think there may be some
15 confusion in terms of he's identified one of the
16 Fansteels as VR/Wesson, and there are two locations
17 on the south side, the plant which he called
18 Fansteel, and I just want to make sure you two are
19 talking the same language.
20 BY MR. VARICK:
21 Q. When you talk about the south location
22 and the north location, are those both Fansteel
23 locations as opposed to VR/Wesson?
24 Let me ask that differently. It was a

1 terrible question.
2 Was the VR/Wesson different from the two
3 locations you just described?
4 A. Yes.
5 Q. Okay. So the two locations you have
6 talked about are both Fansteel pickups, not

7 VR/Wesson pickups, correct?
8 A. Right.
9 Q. You picked up first at the north
10 location of Fansteel before you picked up at the
11 south location and then after that sometime was
12 VR/Wesson, correct?
13 A. VR/Wesson was always after.
14 Q. After the Fansteel location?
15 A. Yes.
16 Q. Okay. Well, let's move from that.
17 At the north location at Fansteel, where
18 did you go pick up what you were picking up?
19 A. On the east side of the building ground
20 level they had about 25 one cubic yard containers
21 in that one location.
22 Q. What kind of containers?
23 A. One-cubic yarders.
24 Q. What do they look like?

1 A. Square box with four wheels on it.
2 Q. Okay.
3 A. And a cover.
4 Q. No drums or barrels?
5 A. Yes, once in a while.
6 Q. Only occasionally though?
7 A. Yes.
8 Q. Would you say you would pick up drums or
9 barrels less often than once a month?
10 A. They had drums -- I'm not talking about
11 55-gallon drums. I'm talking about --
12 Q. Garbage cans?
13 A. Yes. They set them outside next to the
14 containers once in a while, maybe two or three
15 times a week.
16 Q. Two or three times a week?
17 A. Yes.
18 Q. When they would do that, how many cans
19 or drums would they put outside, sometimes only
20 one?
21 A. Between two and six, probably, or eight,
22 whatever.
23 Q. Okay. How many of these 25 one-yard
24 containers did Fansteel usually use?

1 A. All of them.
2 Q. Okay. Were they all full each time you
3 picked them up?
4 A. 90 percent of the time.
5 Q. Let me ask you what you mean by full.
6 Were they full up to the rim usually or sometimes
7 there was a fair amount of room left?
8 A. Sometimes they were over full.
9 Q. And sometimes there was room left,

10 correct?
11 A. Not very often.
12 Q. Did these containers have lids on them?
13 A. Yes.
14 Q. Then you went from there to the south
15 location of Fansteel across the street, correct?
16 A. Yes.
17 Q. Where did you pick up at the south
18 location of Fansteel?
19 A. In an alleyway between two buildings.
20 Q. What buildings were those?
21 A. The south buildings.
22 Q. Okay. Now, that wasn't on a dock?
23 A. No.
24 Q. Okay.

1 A. Ground level.
2 Q. Ground level?
3 A. Yes.
4 Q. What kind of containers did you pick up?
5 A. They had about 10 to 12 one cubic yard
6 over there.
7 Q. Okay. How did you load these in your
8 truck?
9 A. You hooked them onto the truck and --
10 Q. The truck lifted them into it?
11 A. Yes.
12 Q. Okay. When you had these drums or
13 barrels from the north location, how would you load
14 those into the truck?
15 A. By hand.
16 Q. You would have to lift them up?
17 A. Yes.
18 Q. Okay. Now, the north location where you
19 picked up before, was that from a raised loading
20 dock or, again, was it from ground level?
21 A. On the east side of that building, they
22 had a loading dock say about 30 feet wide and about
23 300 some feet long, and the 300 feet long was
24 facing north and south. When we came in from the

1 south, we backed in on that particular loading
2 dock, the top of the loading dock. That's where
3 the containers was sitting on the top.
4 Q. And they sat up on the dock?
5 A. Yes.
6 Q. Okay.
7 A. We emptied them in as ground level
8 containers, see. It's a little confusing maybe.
9 Q. It's a little confusing.
10 A. We did not back up to the loading dock
11 because then we would have to load them on with a
12 different type.

13 Q. You would take them from the loading
14 dock and carry them to the truck and dump them in.
15 Is that what you mean by ground level?
16 A. We were on the loading dock, okay --
17 Q. Okay.
18 A. -- with the truck, and the containers
19 was on the loading dock, too, so you emptied them
20 into the container with the --
21 Q. Straight into the truck from the dock?
22 A. Yes.
23 Q. Okay. Now, at the north location, what
24 did you see? What kind of waste was there?

1 A. They had all kinds of waste. Mainly
2 they had corrugated, office papers. They had
3 sweepings, rags. They had liquid in the bottom of
4 the containers mixed with sweepings, and they also
5 had some type of hazardous stuff in them because I
6 got injured once. I had to go to my eye doctor one
7 time.
8 Q. I have a feeling we will get back to
9 that in a minute.
10 MR. RANDOLPH: If you don't, I will.
11 BY MR. VARICK:
12 Q. You said "corrugated." By that, you
13 mean corrugated cardboard boxes?
14 A. Yes.
15 Q. How much of the waste would you say at
16 this north location was corrugated boxes?
17 A. I would say only 20 percent.
18 Q. Okay. Were there also broken skids, you
19 know, wooden pallets from time to time in there?
20 A. Yes.
21 Q. Okay. How much of the waste would you
22 say was skids or pallets?
23 A. Maybe ten percent.
24 Q. Okay. You say some was office paper.

1 How much of it would you say was office
2 paper, how much of the waste?
3 A. Probably 30 percent.
4 Q. Okay. Was there also sometimes
5 lunchroom waste, you know, food, that sort of
6 thing?
7 A. Yes, food. Yes.
8 Q. How much of the waste typically was
9 lunchroom waste?
10 A. Five percent.
11 Q. Okay. You say "sweepings." By that,
12 you mean swept up off the floor, dust, dirt, that
13 type of thing?
14 A. Yes.
15 Q. How much of it was sweepings?

16 A. Well, what have we got left there?
17 Q. Everything left was sweepings?
18 MR. RANDOLPH: It's getting late in the day.
19 MR. VARICK: It is. I realize that.
20 BY MR. VARICK:
21 Q. How much approximately would you
22 estimate was sweepings?
23 MR. RANDOLPH: If you can estimate it, go
24 ahead.

1 BY THE WITNESS:
2 A. Oh, I would say about 30 percent.
3 MR. RANDOLPH: Just for the record, we are
4 talking about the waste that's in the one-yard
5 containers at this point.
6 MR. VARICK: I understand.
7 BY MR. VARICK:
8 Q. That's what we are talking about.
9 A. Yes.
10 Q. And what is left are rags and liquid and
11 what you remember to be hazardous materials, right?
12 A. Well, the liquid was mixed in with --
13 Q. The rags?
14 A. -- the rags and the sweepings.
15 Q. Okay.
16 A. Yes.
17 Q. But, otherwise, other than that mixing,
18 what was left was these other materials you
19 described, correct?
20 A. Yes.
21 Q. Now, you say there was liquid in the
22 bottom. What kind of liquid?
23 A. Oily liquid, grease. Oil and grease.
24 Q. Oil and grease?

1 A. Yes.
2 Q. It looked like the sort of thing they
3 would use for lubrication for their equipment, that
4 sort of thing?
5 A. Yes.
6 Q. And then you said, can't help but ask,
7 some type of hazardous stuff that injured you
8 once.
9 What sort of stuff was that?
10 A. I couldn't describe the stuff, but it
11 was itching.
12 Q. What did it look like?
13 A. I can't tell you what it looked like.
14 It was clear-type stuff. There were also glass
15 bottles and stuff mixed with that also. I assume
16 that came from that. I don't know.
17 Q. Okay. Now, you say it was clear.
18 Do you mean the glass bottles were clear

19 or this hazardous stuff was clear?
20 A. There was glass bottles mixed in with
21 all the other stuff, and I assume that came from
22 some type of a hazardous stuff that was in those
23 bottles. That's all I know.
24 Q. Okay. You're just assuming that because

1 you saw bottles and your eyes itched?
2 A. No.
3 Q. Well, then, let me make sure I
4 understand.
5 You saw something that was clear, right?
6 A. Yes.
7 Q. And that was a liquid or a solid?
8 A. Yes
9 Q. Both a liquid and a solid? I'm sorry.
10 I just want to understand.
11 MR. RANDOLPH: Listen to the question.
12 BY MR. VARICK:
13 Q. Was it solid?
14 MR. RANDOLPH: Or was it liquid?
15 BY THE WITNESS:
16 A. It was liquid.
17 BY MR. VARICK:
18 Q. Okay. And it was in glass bottles?
19 A. Yes.
20 Q. Okay. Did the glass bottles have labels
21 on them?
22 A. Yes.
23 Q. Do you know what the labels said?
24 A. No.

1 Q. Do you have any other recollection of
2 what the labels looked like?
3 A. White label on the bottles.
4 Q. White label.
5 Did they have writing on it, do you
6 recall?
7 A. I don't recall.
8 Q. Okay. These would be just tossed into
9 these containers?
10 A. Yes.
11 Q. Okay. How large were the bottles?
12 A. Quarts to a gallon.
13 Q. How often would you see bottles of this
14 sort with what you described as this hazardous
15 stuff?
16 A. Maybe once a week.
17 Q. Once a week you would see a bottle in
18 the trash?
19 A. Yes.
20 Q. Did you ever complain to anybody at
21 Fansteel about that?

22 A. No.
23 Q. Okay. Did you ever complain to anybody
24 in your company that there was this stuff that made

1 you itch or hurt your eyes?
2 A. Yes.
3 Q. Who did you complain to?
4 A. Peder.
5 Q. How often?
6 A. Just that one time.
7 Q. The time you --
8 A. Went to the doctor --
9 Q. Okay. When was that?
10 Let me back up and ask the question a
11 little differently. You say there was a time when
12 you had to go to the doctor because of this.
13 A. Yes. Right.
14 Q. Okay. When was that?
15 A. I don't recall exactly when that was.
16 Q. Was it before 1965 do you think?
17 A. Yes.
18 Q. Okay. Do you think it was before 1964?
19 A. Between '64 and '69.
20 Q. Before '64 and before '69?
21 MR. RANDOLPH: He said before '64 and '69.
22 BY MR. VARICK:
23 Q. I thought you said before it was before
24 '65.

1 A. Between '64 and '69.
2 Q. Let me ask a question that I left a
3 minute ago.
4 How long did you continue to pick up
5 from Fansteel, that is, until what year did you
6 stop picking up from Fansteel?
7 A. Fansteel is still an account of ours.
8 We never stopped picking up.
9 Q. Okay. How long did you personally pick
10 up from Fansteel, until 1969?
11 A. Till we changed it to a different
12 system.
13 Q. When was that?
14 A. In the early seventies.
15 Q. Okay. Now, tell me about this accident
16 which happened sometime between 1964 and '69.
17 A. Yes.
18 Q. How do you know it was between '64 and
19 '69?
20 A. It was an early part when I started
21 picking up that route.
22 Q. How do you know that?
23 A. Because in the early sixties I had my
24 residential route, then I went and took the

1 downtown route, and as we built our route up, we
2 started that afternoon route --
3 MR. VARICK: Okay.
4 MR. RANDOLPH: Let him finish his answer.
5 BY MR. VARICK:
6 Q. I apologize.
7 Are you finished with that answer?
8 A. Yes.
9 Q. I didn't mean to cut you off.
10 It was in the early years that you began
11 the afternoon route that this accident took place,
12 correct?
13 A. Yes.
14 Q. My question is: How do you recall that
15 it was in the early years of the afternoon route
16 that the accident took place?
17 A. I thought I answered you that once.
18 Q. You answered it was in the early years.
19 MR. RANDOLPH: Is there any specific way that
20 you can recall?
21 BY MR. VARICK:
22 Q. Is there any specific way that you can
23 recall that now when it was?
24 A. No.

1 Q. Okay. Now, what happened?
2 A. Well, I emptied one of the containers,
3 and the blade crushed one of the bottles, and it
4 squirted some liquid out and hit me in my eye.
5 Q. And it hurt?
6 A. And right away I felt itching and
7 scratching and all kinds of things, and I couldn't
8 see out of that eye.
9 Q. And you went to a doctor?
10 A. Yes.
11 Q. When did you go to the doctor?
12 A. Immediately.
13 Q. Did you have someone with you on the
14 route at that time?
15 A. No.
16 Q. Okay. So did you drive your truck right
17 from there to the doctor?
18 A. No. I called in and Pete came in his
19 pickup and took me to the eye doctor on Grand
20 Avenue in Waukegan.
21 Q. Do you know what the doctor's name is?
22 A. I can't recall.
23 Q. What did the doctor do?
24 A. He looked at the eye, examined it, put

1 some drops in it, and he give me something to put
2 in my eye during the night, and in the morning it
3 was gone.
4 Q. Since then you have not had any problem
5 with that eye?
6 A. No.
7 Q. Okay. Now, was there anybody at
8 Fansteel at the time who saw this incident, do you
9 know?
10 A. I can't recall.
11 Q. Okay. Now, I think what you described
12 to me before was the contents of the waste that
13 Fansteel had in its one-yard containers at the
14 north location, right?
15 A. Yes.
16 Q. Okay. Was the waste in what I'll call
17 garbage cans, the drums or barrels, about the same?
18 A. Yes.
19 Q. So it was about the same composition.
20 A. Yes.
21 Q. Okay. And the barrels were used when
22 the containers weren't enough?
23 A. See, what was happening is they used
24 those containers to wheel inside the plant, and

1 they was sitting around inside the plant at certain
2 areas, and then, I believe, during the morning the
3 employees they wheel the containers outside and
4 lined them up for the truck to come in the
5 afternoon. If some of the containers was all
6 loaded, then they had some cans they put next to
7 them.
8 Q. Okay. Now, you charged per cubic yard,
9 correct?
10 A. No.
11 Q. How did you charge Fansteel?
12 A. Flat rate.
13 Q. Okay.
14 A. Per month.
15 Q. Did you charge more when they put out
16 these cans, these drums?
17 A. No.
18 Q. Okay. Do you know what the flat rate
19 was?
20 A. I can't recall, no.
21 Q. Now, tell me about the south facility of
22 Fansteel. You say you picked up on the alley --
23 and I don't recall. Did you tell me what -- I
24 think you said 10 to 12 cubic yard containers.

1 A. Yes.
2 Q. What was the contents of those

3 containers?
4 A. That was a little different from the
5 north side.
6 Q. How was it different?
7 A. They had a lot of black powder over on
8 that side, very heavy powder mixed with office
9 papers, corrugated, that type of thing.
10 Q. Did they have broken down skids, pallets
11 there as well?
12 A. Yes, also that. Yes.
13 Q. Was there food waste and lunchroom waste
14 there as well?
15 A. Yes.
16 Q. Would you say that the composition, that
17 is, the percentage of the waste that consisted
18 of -- I'm sorry. Let me back up.
19 Would you say the percentages were
20 approximately the same as were present on the north
21 facility? Do you remember I went through --
22 A. Yes. They had more of that heavy powder
23 stuff over there.
24 Q. Well, describe that heavy powder for me

1 a little better, if you would.
2 A. It was dark blue, bluish-looking
3 shavings type of thing from -- I believe it was
4 from the machineries.
5 Q. It was solid?
6 A. Very heavy.
7 Q. Okay.
8 A. And dusty.
9 Q. Okay. Was it contained or was it just
10 thrown loose into these containers?
11 A. It was thrown loose into the containers,
12 mixed with the other stuff.
13 Q. Did Fansteel ever use extra drums or
14 barrels at the south location?
15 A. They did have five-gallon pails once in
16 a while over there.
17 Q. But not very often?
18 A. Not very often.
19 Q. What was in the five-gallon pails, same
20 kind of garbage?
21 A. Same, no. That was that powder.
22 Q. Do you have any idea what the powder
23 was?
24 A. No.

Q. Did you ever ask anybody what it was?
A. No.
Q. Were there ever any special pickups from Fansteel that you knew of?
A. No.
Q. Okay. So as far as you know, the entire time that you know about, the waste that was picked up from Fansteel's locations are what you have described today.
A. Yes.
Q. Okay. Did it change at all over that period of time that you were picking up from Fansteel?
A. No.
Q. Did you keep a record of what you picked up from Fansteel?
A. No.
Q. Did you keep a record of what the volume was?
A. No, because it was on a flat rate. We never --
Q. Okay. Let me ask you about VR/Wesson.
VR/Wesson was also on your afternoon account, correct?

A. Yes.
Q. But you picked it up later down the road, as I recall, from your testimony yesterday.
A. Yes.
Q. Okay. Where was the VR/Wesson facility you picked up from?
A. Market Street. There was three different locations on Market Street at VR/Wesson.
Q. All right next to each other?
A. One location was on the west side of the building, another location on the east side and the third location was on the south side.
Q. So it's the same building, but different dumpsters at different locations?
A. Yes.
Q. Okay. How often did you pick up from VR/Wesson?
A. Five days a week.
Q. Never Saturday?
A. Never Saturday.
Q. Okay. Let me ask you about Fansteel. I forgot to ask one other thing.
How many days a week did you handle the Fansteel pickup?

A. Five days a week.
Q. Okay. You did it every day?

A. Yes.
Q. Okay. Same is true of VR/Wesson?
A. Yes.
Q. Did you ever have anybody help you on that route?
A. Very seldom.
Q. Okay.
A. Maybe once a month.
Q. Once a month someone would do it in place of you or someone would come along?
A. There would be two.
Q. Okay. When you had someone help you, who would it be?
A. Either one of the other guys.
Q. It could have been any of them that you described?
A. Yes.
Q. What were the containers that VR/Wesson kept waste in that you picked up from?
A. Those three locations was dock locations where we backed up to the dock and they had the containers inside, one cubic yard dock containers,

plus they had -- I would say they had about six or seven.
Q. Six or seven total?
A. In one location. The other location they had some square boxes with wheels on it which we didn't own. It was some of their own containers.
Q. You remind me of a question I should have asked.
The one cubic yard containers that were used at the Fansteel location, those were Waukegan Disposal?
A. All of them.
Q. Okay. But the drums or barrels, garbage cans that were used from time to time, those were not. Those were owned by Fansteel.
A. Yes.
Q. Okay. The containers at VR/Wesson though, you say there were six or seven cubic yard --
A. One cubic yard containers, right.
MR. RANDOLPH: Let him finish his question before you begin your answer. The court reporter has a hard time.

BY MR. VARICK:
Q. When you say "dock containers," what do you mean by that?
A. That's the type you back up to the dock and you tilt them in, yes.

6 Q. In addition, there were some other
7 square containers that were owned by VR/Wesson?
8 A. Yes.
9 Q. What did those look like?
10 A. Square wooden boxes with wheels on them,
11 small wheels.
12 Q. Did you pick up from those every day?
13 A. Yes.
14 Q. How many were there at all the
15 locations?
16 A. That varied. Sometimes there were three
17 or four, five.
18 Q. Okay. So do I understand correctly that
19 for VR/Wesson the entire building you picked up six
20 or seven containers a day, one cubic yard
21 containers a day, in addition to these square
22 boxes? Correct?
23 A. Yes.
24 Q. Okay. Of those six or seven, how many

1 were at the west side?
2 A. The dock container was all on the south
3 dock. The other two locations was their own boxes.
4 Q. Okay. Now, how big were those wooden
5 boxes?
6 A. I would say probably a quarter of a
7 cubic yard -- three-quarter. I'm sorry.
8 Q. Three-quarters of a cubic yard?
9 A. Yes.
10 Q. Okay. Did they have a top to them?
11 A. No.
12 Q. Were they painted?
13 A. I can't recall.
14 Q. Okay. Did they have anything written on
15 them?
16 A. No.
17 Q. Was it the same type of waste in the
18 wooden boxes as was in the dock containers?
19 A. No.
20 Q. Okay. What was in the dock containers?
21 A. On the south end where they were picked
22 up, there was heavy powder, black powder, shavings
23 from machineries. Also, they had their five-gallon
24 pails full of that heavy material.

1 Q. Same material, this heavy powder?
2 A. Yes. Right.
3 Q. Is that the same powder that you saw at
4 the Fansteel location?
5 A. Yes.
6 Q. It looked just the same?
7 A. Yes.
8 Q. It wasn't darker or lighter?

9 A. No.
10 Q. It was the same consistency, that is,
11 the dustiness versus coarseness, do you know, as
12 what you saw at the Fansteel location?
13 MR. RANDOLPH: If you remember.
14 BY THE WITNESS:
15 A. I don't remember.
16 BY MR. VARICK:
17 Q. Okay. So sometimes the heavy powder was
18 in the dock containers and sometimes -- excuse me.
19 Back up. I'll start again.
20 When it was in those dock containers, it
21 was in five-gallon pails?
22 A. Yes.
23 Q. Sometimes was it in there loose?
24 A. Yes.

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1 Q. Okay. At VR/Wesson, did you also pick
2 up corrugated cardboard?
3 A. Yes, and office paper.
4 Q. Were there broken skids, wooden pallets?
5 A. Yes. Right.
6 Q. Was there lunchroom or food waste
7 sometimes?
8 A. Yes.
9 Q. Would you say that the percentage
10 allocation among those types of wastes was the same
11 as what you picked up at Fansteel?
12 A. The heavy stuff was a larger percentage.
13 Q. Let's go through it then.
14 What percentage of what you picked up
15 was corrugated cardboard would you say from
16 VR/Wesson?
17 A. 15 percent.
18 Q. 15 percent?
19 A. Yes.
20 Q. And what percentage was office paper?
21 A. Another 15 percent.
22 Q. How about pallets or skids?
23 A. 20 percent or more.
24 Q. Okay. How about food waste?

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1 A. Ten percent.
2 Q. How about rags? Did they have rags
3 there?
4 A. They had rags there, too, mixed.
5 Q. What percentage of the waste would you
6 say was rags?
7 A. Maybe five percent.
8 Q. Okay. Any other kind of waste that you
9 can recall at the VR/Wesson site?
10 MR. RANDOLPH: In the one-yard containers?
11 MR. VARICK: Correct. I understand.

12 MR. RANDOLPH: On the south dock?
13 BY THE WITNESS:
14 A. Yes.
15 BY MR. VARICK:
16 Q. Were there any sweepings?
17 A. There were sweepings, too.
18 Q. By "sweepings," you mean something
19 different from this dust or did you mean the same
20 thing?
21 A. Different.
22 Q. Sweepings you mean dirt picked up from
23 the floor?
24 A. From the floor, right.

1 Q. How much would you say of the VR/Wesson
2 waste in these yard containers was dirt or
3 sweepings?
4 A. 10, 15 percent.
5 Q. 10 to 15 percent?
6 A. Yes.
7 Q. Can you think of anything else that was
8 in those containers?
9 A. Liquid.
10 Q. Liquid?
11 A. They had liquid dumped into.
12 Q. How could I guess?
13 Dumped into what?
14 A. Into the containers.
15 Q. Did it look like water?
16 A. Like oil, oil-type thing.
17 Q. Okay.
18 A. Yes.
19 Q. Oil?
20 A. Yes.
21 Q. Lubricant that they might use for their
22 machines?
23 MR. RANDOLPH: If you know.
24 BY THE WITNESS:

1 A. Yes.
2 BY MR. VARICK:
3 Q. How much of the waste would you say in
4 these containers was this oil or lubricant?
5 A. They had five-gallon pails sitting full
6 of that stuff next to the dock. They tried not to
7 put that stuff into the containers. Once in a
8 while they dumped them in there. If they had them
9 sitting next to the dock, we throw them in the
10 truck right from the dock area.
11 Q. So this oil is in addition to the other
12 material you have been describing.
13 A. Yes. Yes.
14 Q. Okay. Anything else that you can recall

15 from the VR/Wesson facility that was contained in
16 the garbage that you picked up?
17 MR. RANDOLPH: We haven't gotten to the wooden
18 boxes.
19 BY MR. VARICK:
20 Q. Let me ask you about the wooden boxes.
21 Was the composition of the garbage in
22 the wooden boxes the same as what you saw in the
23 dock containers?
24 A. No.

1 Q. How was it different?
2 A. The wooden boxes was more likely
3 corrugated and office papers, light material.
4 Q. Okay. Anything else that you can
5 recall?
6 A. No.
7 Q. Okay. So going back to the dock
8 containers then, is there anything else that you
9 can recall seeing in the waste of VR/Wesson other
10 than what you have just described?
11 A. Once in a while we picked up a bunch of
12 55-gallon drums.
13 Q. Were those put into the containers?
14 A. No. They were sitting on the dock
15 empty.
16 Q. That wasn't very often though.
17 A. Maybe once a week.
18 Q. Once a week you would pick up a
19 55-gallon drum.
20 A. Or two or three, yes.
21 Q. Were they empty?
22 A. No.
23 Q. Sometimes were they empty?
24 A. Sometimes it was empty and sometimes it

1 was something in them.
2 Q. Sometimes there would be a little bit
3 left?
4 A. Yes.
5 Q. Any idea what was in them?
6 A. No.
7 Q. Were they closed?
8 A. Yes.
9 Q. What did you do with them?
10 A. Dumped them into the truck and crushed
11 them with the packer blade.
12 Q. Do you remember what color the drums
13 were?
14 A. Blue.
15 Q. Did they have writing on them?
16 A. I don't recall.
17 Q. Did you ever ask anybody what was in

18 them?
19 A. No.
20 Q. Okay.
21 A. Not those days. We had to pick up
22 everything.
23 Q. I understand.
24 A. You do now.

1 Q. Did you ever do any special pickups for
2 VR/Wesson?
3 A. Yes.
4 Q. How often?
5 A. Once a month.
6 Q. Tell me about that.
7 A. When they got too many of those
8 55-gallon drums, we picked up the drums on the flat
9 bed, that extra truck we had, square box.
10 Q. Okay. Now, did you do that the whole
11 time that you were picking up from VR/Wesson or was
12 that only toward the beginning or toward the end?
13 A. In the beginning, we took them in the
14 truck, and then they got to be too many of them,
15 and we told them that we would have to have extra
16 pickups of those barrels.
17 Q. Because you wanted to get more money.
18 When I say that, I don't mean to be suggesting any
19 sort of improper motive. We are all in business to
20 make a living.
21 A. Yes. Right.
22 Q. The point was that the fixed charge that
23 you were getting paid wasn't enough to cover the
24 drums, right?

1 A. Yes.
2 Q. So you wanted to get an extra charge to
3 pick up the drums, correct?
4 A. Yes.
5 Q. And you arranged that, and the drums
6 were then collected and picked up on a flat bed
7 truck?
8 A. Yes.
9 Q. And that was toward the end of the time
10 that you picked up from VR/Wesson, right?
11 A. Yes.
12 Q. Okay. Any idea what was in the drums at
13 that time?
14 A. No.
15 Q. Now, how much did you charge -- did
16 VR/Wesson also have a flat fee?
17 A. Yes.
18 Q. Okay. Any idea what it was?
19 A. Can't recall.
20 Q. Do you know what you charged for the

21 special pickups?
22 A. No. I can't recall.
23 Q. Did Peder set those charges?
24 A. Yes.

Q. Who did you deal with at Fansteel?
A. VR/Wesson is --
Q. I'm back to Fansteel. At the Fansteel plants that you talked about earlier did you have any contact or somebody you dealt with?
A. There was a guy there by the name of Mr. Walker.
Q. Any idea what his first name is?
A. We called him Mr. Walker.
Q. Do you know what his position was?
A. He was the one that did the calls forth and back and handled all the trash removal.
Q. Okay. Do you remember anybody else from Fansteel that you dealt with?
A. No.
Q. How about VR/Wesson? Do you recall anybody from VR/Wesson that you dealt with?
A. Mr. Campel.
Q. Mr. Campbell?
A. Campel, C-a-m-p-e-l.
Q. C-a-n-p-e-l? C-a-m-p-b-e-l-l?
A. Campel.
Q. Campel, not Campbell.
Okay. Did you keep any kind of document

or record of what you picked up from VR/Wesson?
A. No.
Q. Okay. Now, when you picked up from Fansteel and VR/Wesson, did what you picked up always go to the Yeoman Creek or Edwards Field site?
Let me back up. I think yesterday you testified that sometimes you would dump things at the tannery, correct?
A. Yes.
Q. Okay. You know what I mean when I say "the tannery," right?
A. Yes.
Q. Okay. Do you have any idea how much of Fansteel's waste -- I'm talking Fansteel, not VR/Wesson -- ended up going to the tannery?
MR. RANDOLPH: Just for the record, he indicated yesterday that 60 percent went to the tannery and 40 percent of the total went to the landfill.
Now you are asking him how much within that context of Fansteel. Now we are just talking Fansteel, not VR/Wesson.
MR. VARICK: That's exactly what I'm asking to

see if he knows, if he can distinguish.
BY THE WITNESS:
A. VR/Wesson always went to -- many times

4 always went to tannery. I'll say more percentage
5 than the Fansteel.
6 BY MR. VARICK:
7 Q. Why is that?
8 A. Because we got loaded once in a while
9 before we get to VR/Wesson.
10 Q. When you got loaded, you would take it
11 to the dump?
12 A. We would take it to --
13 Q. To Yeoman Creek or Edwards Field?
14 A. Yes.
15 Q. Okay. Do you know is there any place
16 else that you ever dumped anything in your
17 experience from Fansteel or VR/Wesson, other than
18 at the tannery or Yeoman Creek or Edwards Field?
19 A. No.
20 MR. RANDOLPH: Just to clarify, you are
21 talking during the period from '59 to '69 now?
22 MR. VARICK: Yes.
23 MR. RANDOLPH: Not after '69?
24 MR. VARICK: Fine. That's what I understand

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION

4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,) WCL 111
6 Plaintiffs,)
7 v.)Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.,)Judge Leinenweber
9 Defendants.)Magistrate Judge Rosemond
10
11
12
13 July 30, 1993
14 9:30 a.m.
15
16 The deposition of OLE KIRKEGAARD resumed
17 pursuant to adjournment at Suite 7200, 233 South
18 Wacker Drive, Chicago, Illinois.
19
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21
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A. We added up the cubic yards each time we picked up, made out a ticket on that particular amount, kept the copy, gave the customer a copy.

BY MR. MUSCHLER:

Q. What did you do with your copy of the ticket?

A. Took that into the office, to the garage each afternoon.

Q. Okay. You took it to the garage?

A. Yes.

Q. Did you give that to Peder then?

A. We put it at the little box that you had at the garage. There was a little box there where we put all our tickets in there. After that, I don't know what happened to it.

Q. Okay. I take it the next day you would come and that box would not have tickets in it any more.

A. Yes.

Q. Is that right?

A. Yes.

Q. Now, sir, let me show you what I have marked as Deposition Exhibit No. 12 and ask you to review that, please.

Have you had a chance to review that, sir?

A. Yes.

Q. Have you ever seen this document before?

A. No.

Q. Do you know what this document refers to?

A. A purchase order.

Q. I believe yesterday you testified as to making some pickups from VR/Wesson, that you were specifically called to make certain pickups.

Do you know if this purchase order refers to those pickups?

A. I don't know.

Q. Okay. In the typed area there, sir, under "Description," it refers to miscellaneous hauling of scrap oil/naphtha and other debris.

Do you know what naphtha is?

A. Some type of a liquid?

Q. I'm asking you.

A. I don't know.

Q. Okay.

A. I'm sorry.

Q. So I take it you wouldn't be able to

identify naphtha if a quart of it would come in the door or something, is that correct?

3 A. Yes.
4 Q. Did you handle scrap oil and naphtha in
5 any different way than any other waste?
6 A. No.
7 Q. I also note that in the right there
8 under "Unit Price" it refers to $6 per hour.
9 Was this common to have an hourly rate
10 rather than the prior ways of billing that we were
11 talking about?
12 A. No.
13 Q. Do you know why there was an hourly rate
14 on this?
15 A. My opinion is this is a mistake here, I
16 believe, so --
17 Q. What do you think the mistake is?
18 A. This should have been $6 per yard.
19 Q. Per yard?
20 A. Yes.
21 Q. Rather than per hour?
22 A. Yes.
23 Q. Do you know of any pickups that you did
24 on a certain dollar amount per hour basis?

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,)
6 Plaintiffs,) VOLUME II
7 v.) Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.) Judge Leinenweber
9 Defendants.) Magistrate Judge Rosemond
10
11
12 October 20, 1993
13 9:30 a.m.
14
15 The deposition of PEDER KIRKEGAARD
16 resumed pursuant to adjournment at The Marc Plaza
17 Hotel, 509 West Wisconsin Avenue, Milwaukee,
18 Wisconsin.
19
20
21
22
23
24

1 A. Well, you're lawyers. You can figure
2 that out better than I can.
3 Q. Unfortunately, lawyers are horrible at
4 math, but would it be approximately a third of the
5 way full?
6 A. Yes, something like that.
7 Q. Do you know which customer or customers
8 were picked up immediately after Fansteel?
9 A. Yes. That would also depend on the
10 day. We would have to pick a specific day, and I
11 cannot remember. It could be VR/Wesson.
12 Q. Were there any others that on any given
13 day were picked up immediately after Fansteel?
14 A. Yes. It could as well be Stone
15 Container.
16 Q. Can you think of any other accounts that
17 would have come or that did come at the point
18 immediately after Fansteel on any run?
19 A. I cannot think of right at this moment.
20 There could have been.
21 Q. Let me back up.
22 How often did you pick up from
23 Fansteel? By "you," I mean you, Mr. Kirkegaard,
24 not Waukegan Disposal.

1 A. Depending on what year it was, and I
2 cannot remember, but I have made many, many of the
3 pickups at Fansteel.
4 Q. Under what circumstances did you handle
5 those as opposed to other drivers?
6 A. Because I'm probably the one that put in
7 the longest -- I know I put in the longest hours,
8 and I always kept working as long as the drivers
9 liked to go home early.
10 Q. So there were often -- well, but --
11 okay.
12 Can you describe for me where the
13 Fansteel location was that you picked up from?
14 A. Yes. There was two locations. It was
15 on both sides of the 22nd Street in North Chicago.
16 Q. Which one did Waukegan Disposal pick up
17 first?
18 A. That was a choice of Waukegan Disposal,
19 but when I picked up Waukegan Disposal, I always
20 picked up the south side first.
21 Q. But your other drivers may have done it
22 differently.
23 A. They may have done it differently.
24 Q. Okay. Let's talk about the south side.

1 Can you describe that south location?
2 A. Yes.
3 Q. What did it look like?

4 A. There was a guardhouse. You would come
5 in, and you would make a left turn. You would go
6 between some buildings, and you would then stop
7 there. There was a row of one-yard containers.
8 Q. Were those on the ground or on a dock?
9 A. They were on the ground.
10 Q. How many one-yard containers were there
11 at this south location?
12 A. More than ten.
13 Q. Those were containers provided by
14 Waukegan Disposal.
15 A. Yes.
16 Q. How many containers were there at that
17 location at the time you began picking up in the
18 mid-sixties?
19 A. More than ten.
20 Q. Fewer than 15 would you say?
21 A. At this one location?
22 Q. Yes.
23 A. Ten.
24 Q. About ten.

1 A. About ten.
2 Q. Okay. Can you recall in 1969
3 approximately how many containers there were at
4 that south location?
5 A. I don't believe it changed much. Maybe
6 a few more.
7 Q. Maybe 11 or 12.
8 A. Yes.
9 Q. Okay. Now, how often did Waukegan
10 Disposal pick up from that south location?
11 A. Every day.
12 Q. Five days a week?
13 A. Five days a week.
14 Q. Never on Saturday though.
15 A. Never on Saturday.
16 Q. Do you know what was in those
17 containers, that is, what kind of waste there was
18 in the containers at the south location there?
19 A. It was mostly paper and paper bags and
20 material like that.
21 Q. Mostly paper and paper bags?
22 A. Yes.
23 Q. Office paper, that sort of thing.
24 A. Yes. Nothing real heavy.

1 Q. Okay. Was there also corrugated
2 cardboard?
3 A. There could be some corrugated cardboard
4 there.
5 Q. Were also pallets at that location?
6 A. No.

7 Q. Was there any lunchroom waste at that
8 location, do you recall?
9 A. It could have been, but you cannot see
10 as well in a one-yard container what is there.
11 Q. Okay. Do you know of any other waste at
12 that south location?
13 A. No.
14 Q. Were there ever special pickups from the
15 south location?
16 A. Not from the south location.
17 Q. Okay. I'm going to ask you about the
18 north location.
19 Could you describe that for us, please?
20 A. Okay. We would turn around and go back
21 out to 22nd Street and go across the street and
22 would go in by the guardhouse there as well. We
23 would continue and pass right by a loading dock,
24 and we would come to a flat area again where we

1 then could pick up at ground level.
2 Q. Were those, again, one-yard containers?
3 A. Yes.
4 Q. Those one-yard containers were on the
5 ground level there.
6 A. Yes.
7 Q. They were not on the docks.
8 A. They were not on the docks.
9 Q. Approximately how many one-yard
10 containers were there at this north location when
11 you began picking up from that location in the
12 mid-sixties?
13 A. When we began picking up, I would say
14 there were probably about 14 to 16.
15 Q. As of, let's say, 1969, was it
16 approximately the same number of one-yard
17 containers or did it change?
18 A. It might have increased just a few, but
19 not much.
20 Q. No more than, say, 16 to 18?
21 A. That's correct.
22 Q. Now, were there any other containers of
23 garbage or waste at that north location?
24 A. No.

1 Q. What did you see in those containers,
2 that is, was -- well, let me back up and ask that
3 again.
4 Was it also true at the north location
5 that most of the waste was office paper?
6 A. Mostly office paper, and there would be
7 something from a carpenter's shop they had,
8 maintenance shop they had up a little further up,
9 which could be pieces of wood and sawdust and so

10 forth.
11 Q. Do you remember seeing anything else in
12 the containers that you picked up from that north
13 location at Fansteel?
14 A. Not really.
15 Q. Were there ever pallets, wooden pallets,
16 from that location?
17 A. Yes, but that was done on a special.
18 Q. Okay. Those special pickups were done
19 on a will-call basis.
20 A. Yes.
21 Q. Do you know approximately how often
22 those took place, any kind of special call at
23 Fansteel?
24 A. Approximately twice a month.

1 Q. Do you remember any other waste -- I'm
2 sorry.
3 Do you remember anything else that you
4 ever were asked to pick up at Fansteel's north
5 location on a special pickup other than wooden
6 pallets?
7 A. There could be some drums as well.
8 Q. Do you remember whether there were drums
9 or you just think there could be?
10 A. There was.
11 Q. Was that infrequent, that is, not very
12 often?
13 A. There would be some drums at each
14 special pickup.
15 Q. Do you know what was in the drums?
16 A. I don't know.
17 Q. Were they empty?
18 A. They were partly empty. There could
19 have been a little bit left, and some of them felt
20 heavier than just being empty.
21 Q. Do you remember what color the drums
22 were?
23 A. Black.
24 Q. Did they have writing on them?

1 A. I don't recall that.
2 Q. When you picked up those drums -- now,
3 let me make sure I understand.
4 When you picked up the drums, that was
5 only on the special pickups, correct?
6 A. Yes.
7 Q. You did that with your dump truck.
8 A. Yes.
9 Q. Okay. So you never had to put that in
10 the compactor.
11 A. No.
12 Q. Okay. Where did you take the drums?

13 A. We took them out to the landfill.
14 MR. RANDOLPH: I'm sorry. I didn't hear that.
15 BY THE WITNESS:
16 A. We took them out to the landfill.
17 Yeoman Creek.
18 BY MR. VARICK:
19 Q. Did anyone else from Waukegan Disposal
20 ever do special pickups at Fansteel other than you?
21 A. I don't recall, but it's possible.
22 Q. Were those done on Saturdays?
23 A. No.
24 Q. What day of the week were they done on?

A. No particular day.
Q. I'd like to ask you some questions also about VR/Wesson.
VR/Wesson was a customer of Waukegan Disposal, correct?
A. Yes.
Q. Do you know when VR/Wesson became a customer of Waukegan Disposal?
A. A little bit later than Fansteel.
Q. A year or two afterward.
A. No. Months, I believe.
Q. That was also in the mid-sixties.
A. Yes.
Q. Do you know whether that was after the time you incorporated the company?
A. It must have been after.
Q. How long did VR/Wesson continue to be a customer of Waukegan Disposal?
A. They were a customer of Waukegan Disposal at the time of merger with BFI.
Q. Did you personally -- by that I mean you, Mr. Kirkegaard, not the company -- ever pick up from VR/Wesson?
A. Yes, I did.

Q. How often?
A. Quite often.
Q. Under what circumstances would you, as opposed to the other drivers, pick up from VR/Wesson?
A. Pardon me. I didn't understand.
Q. Yes. When was it that you would pick up from VR/Wesson as opposed to some other driver picking up from VR/Wesson?
A. Well, when I did it, nobody else did it.
Q. Okay. That makes sense.
Was there ever a time that VR/Wesson was part of your regular route?
A. Not as a regular route, but it was a daily pickup, and I did a lot of that.
Q. Can you give me an idea approximately how often that was?
A. In the beginning of the contract, I picked it up pretty much all the time.
Q. When you say, "Beginning of the contract," you mean the beginning of the time that you were picking up for them in the mid-sixties.
A. Yes.

MS. CLOKEY: Wait until he finishes the question.

3 BY MR. VARICK:
4 Q. As of, say, 1969, were you picking up
5 from VR/Wesson less frequently and others doing it
6 more?
7 A. Yes.
8 Q. Do you know which other drivers picked
9 up from VR/Wesson?
10 A. Ole would pick it up.
11 Q. Anyone else?
12 A. Anyone who might have been available,
13 but Ole was there as often as I was at that time.
14 Q. Toward the end you and Ole were each
15 there an equal amount you would say.
16 A. Probably.
17 Q. Let me back up and ask that about
18 Fansteel.
19 Is the same true there, that is, at the
20 beginning of the time you were servicing Fansteel
21 that you were the person who handled Fansteel's
22 pickup nearly all the time?
23 A. Yes.
24 Q. Is it also true that, as to Fansteel,

1 toward 1969 you and Ole shared that pickup equally,
2 that is, you picked it up about as much as he did?
3 A. Probably.
4 Q. Let me ask that question differently.
5 Is it also true as to Fansteel that you
6 and Ole each picked up from time to time as of
7 1969?
8 A. Each picked up the same amount of time?
9 Q. Well, I was going to break it into two
10 questions here to make it easier.
11 It's true, isn't it, that as of 1969
12 there were times that you picked up from Fansteel
13 and times that Ole picked up from Fansteel?
14 A. Yes, or someone else.
15 Q. Or someone else.
16 Would you say that as of 1969 you
17 handled that account about half the time?
18 A. I wouldn't speculate on the exact half
19 of time, but I was there quite often.
20 Q. Okay. You think you were there
21 approximately as often as Ole as of that period of
22 time around 1969.
23 A. I don't think I would speculate that.
24 Q. Okay. Can you describe for me what you

1 did when you went to pick up from VR/Wesson?
2 A. Yes. We picked up at three different
3 locations at VR/Wesson.
4 Q. Where were they?
5 A. Okay. First off, we would blow the horn

6 so the guy would send a key back to open up the
7 door in the back of the factory where we would
8 start picking up.
9 Q. Let me back up and make sure I have
10 something clear.
11 When you say "three different
12 locations," it was one facility but three different
13 spots in the facility?
14 A. Yes.
15 Q. Okay. When you first went through the
16 facility, you stopped at a guardhouse, honked the
17 horn and got a key.
18 A. Yes, or they would go and open the door.
19 Q. Or they would open it for you.
20 A. Yes.
21 Q. Then what did you do?
22 A. Then we backed the truck up to the
23 loading dock and emptied the containers and go to
24 the next location.

1 Q. The next location you would do the same
2 thing.
3 A. The next location was already open.
4 There was not a lock on there.
5 Q. Was it also a loading dock?
6 A. That was also at a loading dock.
7 Q. Then from there you would go to the
8 third location.
9 A. Yes, and there was also a loading dock.
10 Q. What kind of containers were the waste
11 or garbage kept in --
12 A. Dock containers.
13 Q. Dock containers.
14 A. Yes.
15 Q. What size?
16 A. I believe one yard. Could have been
17 some 1-1/2 yard.
18 Q. How many containers were there as of,
19 let's say, the mid-sixties period when you began
20 servicing VR/Wesson? How many containers were
21 there at VR/Wesson?
22 A. I would say approximately a dozen.
23 Q. That's the combined total of all three
24 locations.

1 A. Yes.
2 Q. Okay.
3 A. There would also be some that would be
4 picked up from garbage cans.
5 Q. How many garbage cans combined at all
6 three locations?
7 A. I couldn't really remember.
8 Q. As of, let's say, 1969, how many of

9 these dock containers were there, approximately the
10 same number?
11 A. Probably about the same number.
12 Q. How would you load the dock containers
13 into your truck, that is, how would you dump them
14 or empty them into the truck?
15 A. We would tilt them up and let it run
16 into the hopper.
17 Q. While you were doing that, could you see
18 what the waste was inside?
19 A. Yes. Yes, we could.
20 Q. Was VR/Wesson's waste mostly office
21 paper?
22 A. No. There was quite a bit of heavy
23 black material at the VR/Wesson plant.
24 Q. When you say "heavy black material," you

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1 mean a powder material.
2 A. Yes, it could be almost like sand,
3 heavy, very heavy.
4 Q. Did it look like metal filings?
5 A. I never really paid that much
6 attention. I don't believe -- I don't know what it
7 was really.
8 Q. Was the heavy black material contained
9 in containers within these dock containers or was
10 it thrown loose into the dock containers?
11 A. It was loose.
12 Q. But there was some office paper in that
13 waste.
14 A. Yes.
15 Q. Do you remember what percentage
16 approximately of the waste was office paper?
17 A. No, I don't.
18 Q. Was there also some corrugated waste
19 there?
20 A. There could be some corrugated,
21 especially at the first location we picked up at.
22 Q. This heavy black material, did you find
23 that at all three locations or was that only at one
24 of them?

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1 A. No, I don't think it was at all
2 locations.
3 Q. Which location was it at?
4 A. I couldn't really remember that at this
5 time.
6 Q. So some of these dock containers
7 contained only office waste and similar products.
8 A. Yes.
9 Q. But some of them contained this heavy
10 black material.
11 A. Yes.

12 Q. Okay. Did you see the heavy black
13 material -- how often did you pick up from
14 VR/Wesson?
15 A. Very often.
16 Q. Was that a daily customer?
17 A. Yes.
18 Q. Okay. By that, I mean Monday through
19 Friday.
20 A. Yes.
21 Q. Did you ever pick up there on Saturday?
22 A. No.
23 Q. Okay. Was the heavy black material
24 there only occasionally?

1 A. I believe there was more at some times
2 than other times, but it was pretty regular.
3 Q. Do you know what it was?
4 A. No.
5 Q. Did it smell?
6 A. No, it didn't.
7 Q. Did you ever get any of it on you?
8 A. No.
9 Q. When you would put it in your compactor
10 truck, would some of that slide down into the
11 hopper?
12 A. Most of it would slide into the hopper,
13 then you would take a shovel and scrape the balance
14 out.
15 Q. It was dry, correct?
16 A. Yes.
17 Q. Was there also food waste in the
18 containers at VR/Wesson, lunchroom waste, that sort
19 of thing?
20 A. Yes, there was.
21 Q. Do you remember anything else that you
22 ever saw in the waste at VR/Wesson?
23 A. That's basically all on the regular
24 pickup, but then we also had some special pickups.

1 Q. How often did you have special pickups
2 at VR/Wesson?
3 A. I don't recall exactly. It was maybe
4 not as quite as often as Fansteel, but it was being
5 done.
6 Q. Do you think it was every few months?
7 A. I believe it was probably every month.
8 Q. Were the special pickups primarily
9 wooden pallets?
10 A. No. It was a lot of drums.
11 Q. Were the drums empty?
12 A. No. They were full.
13 Q. Do you know what was in them?
14 A. I believe it was naphtha.

15 Q. Was there anything written on the drums?
16 A. No.
17 Q. What makes you believe that it was
18 naphtha?
19 A. Because I recall I was told that that's
20 the material we would be picking up.
21 Q. By whom?
22 A. By the people at VR/Wesson.
23 Q. Do you remember who you spoke to?
24 A. I remember Bill Campbell was basically

1 the one who told us about it.
2 Q. Were those drums only picked up toward
3 the latter part of your contract term with
4 VR/Wesson?
5 A. Yes. I cannot remember that.
6 Q. Do you know if the drums were picked up
7 at the latter part of your Waukegan Disposal
8 service of VR/Wesson?
9 A. Yes. I remember picking them up before
10 we merged with BFI.
11 Q. Okay. Do you recall how long before you
12 merged with BFI you began to pick up drums?
13 A. No, I don't.
14 Q. What color were the drums?
15 A. Black.
16 Q. Did you handle those yourself?
17 A. These were loaded up to us by a
18 forklift, and then I would handle them in the
19 truck.
20 Q. What day of the week did you handle
21 those on?
22 A. That was not on a particular day.
23 Q. Do you know how many -- let's say at the
24 time that you merged with BFI, approximately how

1 many of those were there per pickup?
2 A. Well, there was usually always close to
3 a truckload, which could mean 15 to 20 drums.
4 MR. VARICK: I have nothing else.
5 MR. RODRIGUEZ: Mr. Kirkegaard, my name is
6 Gabe Rodriguez, and I represent Abbott.
7 THE WITNESS: Yes.
8 EXAMINATION
9 BY MR. RODRIGUEZ:
10 Q. I wanted to start out by asking you
11 whether Abbott was ever a Waukegan Disposal
12 customer.
13 A. No.
14 Q. I think you told Mr. Varick yesterday
15 that you saw Abbott trucks at the landfill.
16 A. Yes, I did.
17 Q. Can you tell me when you first saw

18 Abbott trucks at the landfill?
19 A. I cannot remember the specific day I saw
20 the first Abbott truck, but I saw them all the
21 time, basically all the time I was in business in
22 Waukegan.
23 Q. So you would have seen Abbott trucks at
24 the landfill from as early as you were driving to

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2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
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16 resumed pursuant to adjournment at The Marc Plaza
17 Hotel, 509 West Wisconsin Avenue, Milwaukee,
18 Wisconsin.
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A. I don't recall that.
Q. In the waste stream at the dumpsters at the various parks you picked up from the Park District, do you recall there being waste newspapers in those dumpsters?
A. Yes. There could be just about anything. A lot of cans and picnic material.
Q. Cigarette butts?
A. Waste. Yes, cigarettes butts.
MR. RANDOLPH: I'd like now to turn to Fansteel and VR/Wesson, and I have another group exhibit to be marked.
(WHEREUPON, a certain document was marked P. Kirkegaard Deposition Group Exhibit No. 44, for identification, as of 10/21/93.)
MR. RANDOLPH: For the record, I have marked as a group exhibit a number of documents dealing with Fansteel and VR/Wesson, and they are Bates numbered, I believe, consecutively 1 through 85, and they include certain pieces of paper which have been previously marked which I will identify as we go through them as part of the group exhibit.
MR. CHERVIN: Jerry, is this 45?

MR. RANDOLPH: 44.
BY MR. RANDOLPH:
Q. First of all, a general question: Do you recall who hauled waste for Fansteel prior to Fansteel becoming a customer of Waukegan Disposal?
A. Yes, I do. His name was Del VanHoogen.
Q. Did he have his own hauling business during that period of time?
A. He had only a couple accounts, Fansteel and VR/Wesson.
Q. Did he have any others that you recall?
A. Not that I recall.
Q. Do you recall where Mr. VanHoogen took the waste from Fansteel and VR/Wesson?
A. Yes, I do. To the Yeoman Creek Landfill.
Q. How do you know that?
A. Because I saw him bringing it in there.
Q. Just so I make sure, during the period of time that Waukegan Disposal handled waste of any nature or type for either Fansteel or VR/Wesson during the period of time prior to mid-1969, where did Waukegan Disposal transport that waste and dispose of it?

A. To the Yeoman Creek Landfill.
Q. Now, what I'd like you to do is have in front of you Group Exhibit 44 and direct your

4 attention, first of all, to the first page, which
5 is Bates stamped No. 1 entitled "Rubbish Removal
6 Contract" on the letterhead of Waukegan Disposal,
7 and, for the record, this document has been
8 previously marked as Exhibit 9, and ask you, first
9 of all, within the lower left-hand corner of that
10 document, is that your signature?
11 A. Yes, it is.
12 Q. Does that indicate that you, in effect,
13 executed this contract to begin handling waste for
14 Fansteel as of May 29, 1962?
15 A. Yes.
16 Q. Did Waukegan Disposal handle waste for
17 Fansteel continuously then throughout the remainder
18 of the 1960s after May 29, 1962?
19 A. Yes.
20 Q. Never lost that account.
21 A. Never.
22 Q. This rubbish removal contract reflects a
23 price of $1 per cubic yard payable monthly.
24 Do you see that?

1 A. I see that.
2 Q. Is that consistent with your
3 recollection as to the billing arrangements you had
4 with Fansteel --
5 A. Yes.
6 Q. -- in the early 1960s?
7 A. Yes.
8 Q. There is a signature on the lower
9 right-hand corner of what appears to be G. E.
10 Powell.
11 Do you know that individual?
12 A. I don't recall, no.
13 Q. The next document I'd like to show you
14 is Bates stamped number 02, and it appears to be a
15 purchase order on Fansteel Metallurgical
16 Corporation letterhead issued to Waukegan Disposal
17 Service dated May 31, 1962 or two days after the
18 rubbish removal contract date.
19 Do you see that document?
20 A. Yes.
21 Q. Do you recall receiving such a purchase
22 order from Fansteel in or around May 1962?
23 A. I don't remember this particular
24 document, but I remember receiving the okay for the

1 pickup service.
2 Q. You recall receiving a written document
3 that reflected the arrangements you had with
4 Fansteel.
5 A. Yes, I do.
6 Q. I'd like to direct your attention to the

7 body of this document. It makes reference to,
8 "Service includes furnishing necessary containers
9 (20 to 25)."
10 Do you see that?
11 A. Yes.
12 Q. Does that indicate the number of
13 containers that Waukegan provided to Fansteel in or
14 around May 1962?
15 A. Yes.
16 Q. This also makes reference to pickup
17 stations, two at the north plant, one at the south
18 plant and one at Building B.
19 Do you see that?
20 A. Yes, I see that.
21 Q. Do you have any recollection as to those
22 locations?
23 A. Yes. I recall the two pickups. I'm a
24 little out of memory of where the other two were,

1 but I'm sure it's correct.
2 Q. Okay. Now, after receiving the purchase
3 order which began your relationship with Fansteel,
4 did you bill Fansteel, to your recollection, on a
5 monthly basis?
6 A. Yes, we did.
7 Q. Did those bills reflect the amount of
8 yardage picked up on a monthly basis by Waukegan
9 Disposal?
10 A. Yes.
11 Q. Did they reflect the dollar per yard
12 charge that's discussed in Page 002?
13 A. Yes.
14 Q. Directing your attention to Page 0004 of
15 Exhibit 44, I ask you if you can identify that as
16 one of those monthly bills you just described or
17 accounting of yardage.
18 A. Yes. This is what we sent to Fansteel
19 as proof of the pickup at which times and the total
20 amount.
21 Q. Okay. There is on this page, which is
22 headed "Account of Yardage for Month Ending
23 6/30/62" various dates listed and various amounts
24 of cubic yards listed.

1 Do you see that?
2 A. Yes.
3 Q. Do you know how it is that Waukegan
4 Disposal was able to come up with these daily cubic
5 yardage figures for Fansteel?
6 A. Yes. We kept track of the amount of
7 cubic yards we picked up on a daily basis.
8 Q. How did you do that?
9 A. Well, we counted it as we picked up a

10 container, and we would make a ticket out after we
11 were done picking up and turned that into the
12 office.
13 Q. Did you personally review these types of
14 accountings of yardage to insure that they were
15 accurate before sending them to Fansteel?
16 A. Yes, I did.
17 Q. Did you actually prepare these documents
18 based on -- excuse me.
19 Did you prepare this type of monthly
20 accounting based on the tickets and other
21 documentation available to you?
22 A. Yes.
23 Q. It reflects a total for June 1962 of 393
24 cubic yards. Do you see that?

1 A. I see that.
2 Q. What would that indicate to you the
3 monthly charge was to Fansteel from Waukegan
4 Disposal for the month ending June 30, 1962?
5 A. $393.
6 Q. At a dollar per yard?
7 A. Yes.
8 Q. Would this reflect any special pickups
9 or would this only reflect the regular daily
10 pickups at Fansteel?
11 A. This would only reflect the daily
12 pickup.
13 Q. Okay. I'd like you to look, if you
14 would, at document numbers 5 through 7 and ask you
15 if those are also monthly accountings provided to
16 Fansteel for the months ended July, August and
17 September 1962.
18 A. Yes.
19 Q. You prepared each of those documents in
20 the same way you described previously.
21 A. Yes.
22 Q. Directing your attention to document
23 number 8, which again appears to be an account of
24 yardage for month ending 10/31/62, do you see that?

1 A. Yes.
2 Q. You prepared this document in the same
3 method.
4 A. Yes.
5 Q. It has a reference to "Service at south
6 plant."
7 Do you have any recollection as to what
8 that means?
9 A. I'm not sure what that means.
10 Q. If you look at those days, it appears --
11 for instance, there are two different entries for
12 10/5, one for 18 yards and one for 12 yards, is

13 that right?
14 A. Yes.
15 Q. Does that indicate to you that 18 yards
16 would have been picked up at the north plant and 12
17 yards at the south plant?
18 A. It appears to do that, yes.
19 Q. Now, I'd like to direct your attention
20 to the next page, Page No. 9, which is an account
21 of yardage provided to Fansteel for the period
22 ending 11/30/62.
23 Do you see that?
24 A. Yes.

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1 Q. Now, at the bottom of that page there is
2 a series of entries under the title "Ashes
3 Hauled."
4 Do you see that?
5 A. Yes, I do.
6 Q. Could you tell us what that reflects,
7 Mr. Kirkegaard?
8 A. They had an incinerator in a place where
9 the ashes were blown into a big tank, and we could
10 back the dump truck under there and pull on a chain
11 and get a full truckload of ashes at the time.
12 Q. So when you pulled the chain, the tank
13 emptied a truckload of ashes into the flat bed of
14 the dump truck.
15 A. Yes.
16 Q. Can you tell from this document what the
17 volume capacity of that dump truck was?
18 A. It was approximately a ten yard dump
19 truck.
20 Q. Do you know what type of materials
21 Fansteel burned in that incinerator?
22 A. No. I never saw that.
23 Q. Could you describe the ashes?
24 A. The ashes were like fly ash, very

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1 light --
2 Q. Where did those ashes --
3 A. -- and dusty.
4 Q. Excuse me. Finish your answer.
5 A. Very dusty.
6 Q. Gray in color.
7 A. Gray in color.
8 Q. Do you know where those ashes were taken
9 to?
10 A. They must have been taken to the
11 landfill.
12 Q. To Yeoman Creek?
13 A. Yeoman Creek Landfill.
14 Q. Directing your attention to document
15 number 10, the next page, that also is an account

16 of yardage for both regular waste, as well as ashes
17 hauled, for the month ending 12/31/62.
18 A. Yes.
19 Q. And you prepared that document.
20 A. Yes.
21 Q. And that would reflect then a charge, as
22 I understand your testimony, of $519 for that month
23 to Fansteel, is that right?
24 A. Yes.

1 Q. So you charged, in effect, for the ashes
2 at the same dollar per yard rate that you charged
3 for regular waste.
4 A. Yes.
5 Q. Now, directing your attention to the
6 next page, which is Page 11, it is a purchase order
7 dated January 14, 1963.
8 Do you see that?
9 A. Yes.
10 Q. Addressed to Waukegan Disposal Service.
11 A. Uh-huh.
12 Q. You have to answer yes or no, if you
13 would.
14 A. Yes.
15 Q. And this reflects a monthly charge, as
16 opposed to a per cubic yard charge, does it not?
17 A. Yes, it does.
18 Q. Let me direct your attention to the body
19 of that document.
20 First of all, it makes reference in the
21 second paragraph to the Waukegan Landfill.
22 Do you see that?
23 A. Yes.
24 Q. Did you know what was meant by Waukegan

1 Landfill as of January 14, 1963?
2 A. Well, there was only one, and that was
3 the Yeoman Creek Landfill.
4 Q. In that period of time was it referred
5 to as the Waukegan Landfill?
6 A. Yes.
7 Q. Directing your attention further down to
8 the body of that paragraph, it says "This contract
9 will be reduced $70.00 a month if Fansteel converts
10 boiler to gas."
11 Do you see that?
12 A. I see that.
13 Q. What was your understanding of why there
14 would be a reduction if they convert their boiler
15 to gas?
16 MS. CLOKEY: If you know.
17 BY THE WITNESS:
18 A. I'm not sure.

19 BY MR. RANDOLPH:
20 Q. Was it your understanding that there
21 would no longer be the necessity to haul ash from
22 Fansteel if they converted their boiler to gas?
23 A. I'm sure that that's what it meant,
24 yes.

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1 Q. Did you see any stockpiles of coal in
2 the vicinity of their boiler when you would pick up
3 ash at Fansteel?
4 A. No, I did not.
5 Q. Do you have any knowledge as to whether
6 it was a coal-fired burner or boiler as of January
7 of 1963?
8 A. I don't have that knowledge.
9 Q. Okay. Do you have any recollection of
10 an individual named K.R. Gurrity who apparently
11 signed this purchase order?
12 A. No, I don't.
13 Q. Now, directing your attention to the
14 next document, which is document 13, which is a
15 change order dated ten days later, January 24,
16 1963, addressed to Waukegan Disposal Service, do
17 you see that?
18 A. Yes.
19 Q. That seems to reflect that the rates
20 were changed back from a monthly to a cubic yard
21 basis, is that right?
22 A. Yes, it does.
23 Q. Were you back to a $1 per cubic yard --
24 A. Yes.

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1 Q. Do you have any recollection as to why
2 it was changed initially to a monthly charge and
3 then back to a yardage charge?
4 A. I don't recall that.
5 Q. You don't recall the series of
6 discussions leading up to these change orders.
7 A. No, I don't.
8 Q. Then directing your attention to
9 document number 14, which is an account of yardage
10 for the month ending January 31, 1963, it again
11 appears that you're billing Fansteel on a per cubic
12 yard basis, is that right?
13 A. Yes.
14 Q. And that's consistent with the January
15 24 change order document number 13 which reflects
16 that billing arrangement.
17 A. Yes.
18 Q. It again indicates that you continued to
19 haul ashes during the first month of 1963 for
20 Fansteel, is that right?
21 A. Yes.

22 Q. Directing your attention to the next
23 document, Page 15 -- actually, it appears to be a
24 copy of -- well, let me ask you.

1 Do you see the upper right-hand corner?
2 It says, "Corrected copy, 2nd corrected copy sent
3 2/25/63."
4 A. Yes.
5 Q. So that's a corrected copy of document
6 number 14.
7 A. Yes.
8 Q. There's also a reference in that
9 document to "1 dump truck load of debris by parking
10 lot."
11 Do you see that?
12 A. Yes, I see that.
13 Q. Do you recall what that was?
14 A. Well, I don't recall this particular
15 dump truck load.
16 MS. CLOKEY: Then you answered the question.
17 BY MR. RANDOLPH:
18 Q. Again, do the monthly yardage charges
19 which continue in the documents through,
20 apparently, Page 19, those do not reflect any
21 special pickups of Fansteel that you described
22 yesterday as drummed materials, is that right?
23 A. Yes.
24 Q. Now, directing your attention to

1 document number 37 -- and, for the record, there is
2 a gap in the documents of Group Exhibit 44 from
3 document number 19 to document number 37 -- this is
4 a purchase order submitted by Fansteel to Waukegan
5 Disposal dated 12/27/66.
6 Do you recall generally receiving
7 purchase orders from Fansteel on a yearly basis for
8 their waste pickup?
9 A. Yes, I do.
10 Q. This reflects a blanket monthly charge
11 of $460 per month, is that right?
12 A. Yes.
13 Q. At some point during the mid-1960s do
14 you recall going to a monthly charge basis with
15 Fansteel?
16 A. I do recall we went into that, yes.
17 Q. Now, directing your attention to the
18 description contained in that purchase order, it
19 says, second sentence, "Remove all rubbish, ashes
20 and cinders."
21 Do you see that?
22 A. Yes.
23 Q. Now, we discussed yesterday the waste
24 that you recall picking up from Fansteel, and we

1 discussed today ashes.
2 Do you know what is referred to in this
3 purchase order under the terminology "Cinders"?
4 A. I don't know where the cinders were
5 compared to the ashes.
6 Q. Do you recall a separate pickup at any
7 time at Fansteel consisting of cinders?
8 A. I don't recall that.
9 Q. This also, that is, document 37, makes
10 reference to using a, quote, "Authorized location
11 such as the Waukegan Landfill."
12 Do you see that?
13 A. Yes.
14 Q. It was your understanding that that
15 meant what is now referred to as Yeoman Creek?
16 A. Yes, I do.
17 Q. Directing your attention to Page 39,
18 which appears to be a letter addressed to P.W.
19 Kirkegaard dated January 18, 1968 on the letterhead
20 of Fansteel Metallurgical Corporation, do you see
21 that document?
22 A. Yes.
23 Q. It appears to be referring to the
24 purchase order contained at Pages 37 and 38, that

1 is, purchase order 77700, is that right?
2 A. Yes.
3 Q. Okay. Now, I'd like to direct your
4 attention to document number 40 and ask you, first
5 of all, to read that document over to yourself.
6 A. Yes.
7 Q. Did you write this letter, Mr.
8 Kirkegaard?
9 A. Yes, I did.
10 Q. Typed by your wife Ruth.
11 A. Yes.
12 Q. And sent to Fansteel Metallurgical
13 Corporation in or around May 29, 1967.
14 A. Yes.
15 Q. Now, you make reference in this letter
16 to there being four additional containers bringing
17 the total to 24 containers at Fansteel.
18 A. Yes.
19 Q. Is that consistent with your
20 recollection of the number of containers of
21 Fansteel Corp.?
22 A. I'm sure that would be right.
23 Q. You asked for, based on the amount of
24 additional waste being delivered or hauled, a

1 monthly increase of $50 per month.
2 Do you recall that?
3 A. Yes.
4 Q. Okay. And the next document, Page 41,
5 appears to be a copy of that document of Page 40.
6 Then I'd like to direct your attention
7 to purchase order change Bates stamped No. 42 dated
8 7/6/67.
9 Do you have that document in front of
10 you?
11 A. Yes.
12 Q. And that appears to go along with your
13 letter which suggests a per month increase to $510
14 per month, is that right?
15 A. That's right.
16 Q. And the language used by Fansteel "Due
17 to additional rubbish removal," do you see that?
18 A. Yes.
19 Q. Again, just so we are clear on these
20 monthly charges reflected in documents such as Page
21 42, does that or does that not include special
22 pickup charges for drummed waste that you described
23 yesterday?
24 A. It does not.

1 Q. There would be additional charges for
2 those materials.
3 A. Yes.
4 Q. Again directing your attention to Bates
5 No. 43, which is a purchase order from Fansteel to
6 Waukegan Disposal dated January 5, 1968, do you see
7 that?
8 A. Yes.
9 Q. Did you receive this purchase order or
10 something like it in or around January 1968?
11 A. Yes.
12 Q. That reflects again your charge of $510
13 per month.
14 A. Yes.
15 Q. Just for the record, the last three
16 documents in this batch anyway, 45 to 47, reflect
17 purchase order changes relating to the January 1969
18 purchase order by Fansteel, is that right? Let me
19 reask that question because I don't like it.
20 The first document, No. 45, and 46
21 reflect the purchase order received from Fansteel
22 by Waukegan Disposal for January 1969.
23 A. Yes.
24 Q. Again, that's what appears to be $510

1 per month.
2 A. Yes.
3 Q. And document number 47 is a purchase
4 order change which simply changes the account
5 number, is that right, for the January '69 purchase
6 order?
7 A. Yes.
8 Q. Okay. Still within this Group Exhibit,
9 I'd now like to direct your attention to Bates
10 stamped document number 49, which appears to be a
11 purchase order issued by Vascoloy-Ramet
12 Corporation, Waukegan, Illinois, dated July 25,
13 1962 to Waukegan Disposal Service.
14 Do you see that?
15 A. I see that, yes.
16 Q. Does this refresh your recollection as
17 to when Waukegan Disposal began hauling waste for
18 VR/Wesson?
19 A. Yes, that would be correct.
20 Q. In July of 1962.
21 A. Yes.
22 Q. So you would have taken over that
23 account within a month or two of beginning delivery
24 for Fansteel, is that right?

1 A. Yes.
2 Q. And Vascoloy-Ramet is VR/Wesson, to your
3 understanding.

4 A. Yes, it is.
5 Q. This purchase order appears to be for
6 three months, August, September and October, of
7 1962 at $240 per month.
8 Do you see that?
9 A. Yes, I see that.
10 Q. Would that $240 per month generally
11 reflect the fact that there were approximately 240
12 cubic yards of waste being hauled by Waukegan
13 Disposal during that period of time?
14 A. Yes, it would be estimated like that.
15 Q. Okay. On an average, that would be
16 about the figure per month that would be hauled for
17 VR/Wesson by Waukegan Disposal.
18 A. Yes.
19 Q. Approximately $240 per month.
20 A. Yes.
21 Q. 240 cubic yards per month.
22 A. Yes.
23 Q. Similarly, document numbers 51 and 52
24 are a purchase order from VR/Wesson for the two

1 months November and December of 1962 at $240 per
2 month.
3 A. Yes.
4 Q. Document numbers 53 and 54 are purchase
5 orders for the first two months of 1963 from
6 VR/Wesson for $240 per month.
7 A. Yes.
8 Q. You did receive these purchase orders
9 and fulfilled them on behalf of Waukegan Disposal.
10 A. Yes, we did.
11 Q. There is a name at the bottom right-hand
12 corner of these documents, L.R. Paluska.
13 Do you have any recollection of that
14 individual?
15 A. No, I don't.
16 Q. The next purchase order is document
17 numbers 56 and 57, and it's a purchase order dated
18 January 18, 1963, and the description is "To cover
19 costs of hauling investment silica sand from V-R
20 Quonset Bldg. to V-R Dept. 30" at $6 per hour.
21 Do you see that?
22 A. I see that.
23 Q. Do you have any recollection as to what
24 work was performed by Waukegan Disposal pursuant to

1 that purchase order?
2 A. I do not recall that.
3 Q. Do you recall any type of material at
4 VR/Wesson which was referred to as investment
5 silica sand?
6 A. Yes, I remember the very heavy sand they

7 had.
8 Q. You described yesterday a very heavy
9 sand that you picked up from Wesson.
10 Was that sand, to your knowledge or
11 recollection, referred to at any time, that is, the
12 sand that you picked up and hauled to Yeoman Creek,
13 was that referred to as investment silica sand, if
14 you recall?
15 A. I don't recall that we called it that.
16 Q. Directing your attention to the next
17 purchase order, Pages 58 and 59, this appears to
18 cover hauling of waste for VR/Wesson on a yearly
19 basis at $240 per month. That is for calendar year
20 1964, is that right?
21 A. Yes.
22 Q. Again, would these purchase orders for
23 Wesson at $240 per month include the special
24 pickups that you described yesterday that were done

1 for VR/Wesson of liquid wastes?
2 A. No. This would only be for the regular
3 pickups.
4 Q. Okay. Now, directing your attention to
5 document number 60, it appears to be a copy of a
6 letter from Peder Kirkegaard to Vascoloy-Ramet
7 dated 12/27/63.
8 Did you write this letter --
9 A. Yes.
10 Q. -- if you recall?
11 A. Yes, I do.
12 Q. This sought an increase in your monthly
13 rate from VR/Wesson, is that right?
14 A. Yes.
15 Q. That was based on what?
16 A. That was based on they had increased
17 their waste.
18 Q. Increased two additional containers.
19 A. Yes.
20 Q. Was that increase approved by VR/Wesson,
21 to your knowledge, if you recall?
22 A. I don't recall.
23 Q. I'm going to skip over 86 and 87 because
24 it was copied out of order in the copies and direct

1 your attention to document numbers 61 and 62, which
2 is a purchase order dated January 7, 1964, again
3 for hauling investment silica sand from the quonset
4 building to Department 30 for calendar year,
5 apparently, 1964.
6 Do you have any recollection as to what
7 that purchase order is making reference to?
8 A. No.
9 Q. Now, directing your attention to

10 documents 63 and 64, which is a purchase order
11 apparently issued to Waukegan Disposal by VR/Wesson
12 dated December 3, 1964 for trash removal during
13 calendar year 1965, do you see that?
14 A. Yes.
15 Q. And that reflects the $250 per month --
16 I should say $10 per month increase to $250 per
17 month that you had previously requested.
18 A. Yes.
19 Q. Would that again reflect that
20 approximately 250 cubic yards on an average would
21 have been picked up from Wesson on a monthly basis?
22 A. Yes.
23 Q. Directing your attention to documents
24 No. 65 and 66, do you have those in front of you?

1 A. Yes.
2 Q. That's a purchase order dated December
3 8, 1965 issued to Waukegan Disposal by VR/Wesson.
4 Do you recall receiving that purchase
5 order?
6 A. I don't recall receiving this, but I'm
7 sure we did.
8 Q. Okay. This increases the monthly charge
9 again now to $260 per month. is that correct?
10 A. Yes.
11 Q. What was the reason for the further
12 increase to 260 per month?
13 A. They must have increased the amount of
14 waste.
15 Q. Directing your attention to document
16 numbers 67 and 68, which is a purchase order dated
17 January 11, 1967 from VR/Wesson to Waukegan
18 Disposal, which appears to cover rubbish removal
19 for January through December 1967, do you see that?
20 A. Yes.
21 Q. Waukegan Disposal in fact performed
22 pursuant to this purchase order during calendar
23 year 1967.
24 A. Yes.

1 Q. Charged and received $260 a month for
2 its services, is that right?
3 A. Yes.
4 Q. Directing your attention to document
5 numbers 69 and 70, Exhibit 44, which is a purchase
6 order dated February 8, 1968 from VR/Wesson to
7 Waukegan Disposal covering removal for 2/1/68
8 through 12/31/68 at 260 per month, do you see that?
9 A. Yes.
10 Q. Waukegan Disposal did in fact perform
11 pursuant to this purchase order throughout 1968.
12 A. Yes.

13 Q. Do you know what happened to January
14 1968?
15 A. I don't.
16 Q. Now, let's take a look at document
17 numbers 71 and 72. This appears to be a purchase
18 order issued by VR/Wesson to Waukegan Disposal
19 Service dated March 6, 1968.
20 Do you see this?
21 A. Yes.
22 Q. This document in its description, quote,
23 "Covers all miscellaneous hauling of scrap
24 oil/naphta and other debris not called for or

1 covered on waste disposal contract P.O. 15949-W."
2 Do you see that?
3 A. I see that.
4 Q. Could you tell us what services you
5 recall performing in accordance with this
6 particular purchase order, that is, 16264 W?
7 A. Yes. We would take an open dump truck
8 to the plant, and they would load us up with drums
9 to go to the landfill.
10 Q. You testified yesterday that some of
11 those drums had materials in them.
12 A. Most of them were full of material.
13 Q. You also testified yesterday about a
14 conversation you had with someone at VR/Wesson
15 concerning the contents of those drums.
16 Do you recall how they described the
17 contents of those drums?
18 A. Yes. We were told that it was naphtha.
19 Q. Okay. Your charge for the hauling of
20 the scrap oil/naphtha was $6 per hour.
21 A. Yes.
22 Q. Do you know if there was any dumping fee
23 on top of that that was charged or was it a
24 straight $6 per hour charge?

1 A. I believe it was just $6 per hour.
2 Q. Okay. This purchase order further says
3 that the work would be done on Saturday or as time
4 permits.
5 Do you see that?
6 A. I see that.
7 Q. You testified yesterday that would
8 either be done after hours or on Saturday by you or
9 by other drivers, is that right?
10 A. Yes.
11 Q. On those occasions, would you keep track
12 of your number of hours spent on the task?
13 A. Yes.
14 Q. And submit a bill on a monthly basis to
15 VR/Wesson.

16 A. Yes.
17 Q. And that scrap oil/naphtha that you
18 picked up in those drums was delivered to Yeoman
19 Creek.
20 A. Yes, it was.
21 Q. Directing your attention to document
22 numbers 73 and 74, which is a purchase order issued
23 to Waukegan Disposal from VR/Wesson for the period
24 January 1, 1969 through December 31, 1969 of $290

1 per month, do you see that?
2 A. I see that.
3 Q. Did you in fact handle waste for
4 VR/Wesson pursuant to this purchase order during
5 calendar year 1969?
6 A. Yes, we did.
7 Q. Do you know what caused the price of
8 that service to increase to $290 per month as of
9 January 1, 1969?
10 A. I'm sure the amount of rubbish must have
11 increased.
12 Q. Directing your attention to document
13 numbers 75 and 76, this again is a purchase order
14 for the removal of scrap oil and naphtha at the end
15 of calendar year 1968.
16 Do you see that?
17 A. Yes.
18 Q. You did in fact perform services and
19 removal of such materials from VR/Wesson to the
20 Yeoman Creek Landfill consistent with this purchase
21 order, is that correct?
22 A. Yes, we did.
23 Q. Directing your attention to document
24 number 77, which appears to be a letter on the

1 stationery of Waukegan Disposal Service addressed
2 to VR/Wesson Attention: E. A. Petersen dated
3 January 28, 1969 from Peder W. Kirkegaard, did you
4 write this letter to him?
5 A. Yes.
6 Q. It was typed by your wife.
7 A. Uh-huh. Yes.
8 Q. And the miscellaneous hauling that you
9 refer to there at the bottom of the first
10 paragraph, that would include the hauling of the
11 naphtha and scrap oil at $6 per hour.
12 A. Yes.
13 Q. You did in fact send such a letter to
14 VR/Wesson.
15 A. Yes.
16 Q. Now, directing your attention to
17 document number -- strike that.
18 Before we finish, let me go back to 77.

19 Do you recall E. A. Petersen?
20 A. No, I don't.
21 Q. Now, looking at document number 78, this
22 is a letter from VR/Wesson to Waukegan Disposal
23 dated April 11, 1969.
24 Do you see that?

1 A. Yes.
2 Q. Do you recall receiving this letter?
3 A. No, I don't remember that. No.
4 Q. Okay. Do you recall generally that at
5 some point in 1969 someone from VR/Wesson had
6 discussions with you about the amount of your
7 monthly charges?
8 A. I don't recall that.
9 Q. Do you ever remember anybody wanting to
10 discuss the fact that $290 a month was too high?
11 A. I cannot recall that.
12 Q. This letter makes reference in its
13 second paragraph to, "We have extra charges for
14 hauling of surplus naphtha and miscellaneous
15 debris."
16 Do you see that?
17 A. I see that.
18 Q. Now, you described the quote, unquote
19 surplus naphtha.
20 Do you know what is meant by
21 "miscellaneous debris"?
22 A. Well, miscellaneous debris would be
23 something over and above what was in their regular
24 pickup.

1 Q. And then the next document in the batch
2 is number 79.
3 This document is a letter from VR/Wesson
4 to Waukegan Disposal dated April 25, 1969 addressed
5 to "Gentlemen" signed by W.M. Campbell.
6 Do you recall receiving such a letter?
7 A. I don't recall that.
8 Q. Now, this letter makes reference to
9 canceling the purchase order for hauling of
10 miscellaneous debris and all drums of used
11 naphtha.
12 Do you see that?
13 A. I see that.
14 Q. Do you recall a time when VR/Wesson in
15 or around mid-1969 canceled the services of
16 Waukegan Disposal in hauling drums of used naphtha?
17 A. I don't recall that.
18 Q. Is it your understanding that the
19 hauling of waste on a regular general daily basis
20 from VR/Wesson continued after the cancellation of
21 the purchase order dealing with hauling of used

22 naphtha?
23 A. Yes.
24 Q. The person who signed that letter is

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1 W.M. Campbell.
2 A. Yes.
3 Q. Do you know W.M. Campbell?
4 A. Yes, I do.
5 Q. Who is he?
6 A. He's the plant engineer, I believe.
7 Q. Okay. How long have you known him?
8 A. I have known him for quite a few years.
9 Q. He was the plant engineer at VR/Wesson.
10 A. Yes.
11 Q. Was he a person with whom you dealt on
12 these services over the years on behalf of Waukegan
13 Disposal?
14 A. Yes.
15 Q. Do you recall any discussions with Mr.
16 Campbell, other than what you testified to here
17 today and yesterday about the drums of surplus or
18 used naphtha, other than what you described?
19 A. No, I don't.
20 Q. Was he the individual who told you it
21 was used naphtha?
22 A. Yes.
23 Q. There is also a reference in the
24 purchase orders to scrap oil.

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1 Do you know what that meant?
2 A. I don't in particular, but it must have
3 meant waste oil.
4 Q. Do you ever recall any discussions with
5 Mr. Campbell or anyone else at Fansteel about the
6 contents of the scrap oil?
7 A. No. We could not identify the
8 difference between scrap oil or the naphtha.
9 Q. Okay. You say you couldn't identify
10 them. The drums had lids on them.
11 A. Yes.
12 Q. Do you know of any reason why VR/Wesson
13 terminated your services in connection with the
14 hauling of the scrap oil and surplus or used
15 naphtha?
16 A. I don't, unless they thought the fees
17 were too high.
18 Q. Do you know what was done at VR/Wesson
19 with the scrap oil or surplus or used naphtha after
20 the termination of the purchase order with Waukegan
21 Disposal for the handling of those materials?
22 A. No, I don't.
23 Q. Do you know where Mr. Campbell is now?
24 A. Not now.

1 Q. When was the last time you had any
2 contact with him?
3 A. That was back in the sixties.
4 Q. You haven't seen or talked to him since
5 then.
6 A. No.
7 Q. Mr. Kirkegaard, let me ask you if you
8 recall at any time before Waukegan Disposal began
9 special pickups and deliveries of drummed materials
10 at Fansteel now, switching back to Fansteel from
11 Wesson, whether at any time before Waukegan
12 Disposal began that service you recall seeing any
13 Fansteel trucks, dump trucks or flat bed trucks,
14 deliver drummed material to the Yeoman Creek
15 Landfill.
16 A. Yes, I remember that. They did.
17 Q. Was that before Waukegan Disposal began
18 performing that service?
19 A. Yes.
20 Q. Do you recall on how many occasions you
21 saw the Fansteel truck deliver drummed waste to
22 Yeoman Creek?
23 A. Not in specific, but we saw the truck
24 there quite a few times.

Q. Would that have been over a period of years?
A. That was over a period of years.
Q. Can you describe the truck for us?
A. Yes. It was a flat bed truck, not a big dump truck but middle-sized, and the driver was a colored person.
Q. Now, you say "middle-sized."
How did it compare in size to the dump truck that Waukegan Disposal used to haul Fansteel drummed waste?
A. I would say about half the size.
Q. What was the size of the Waukegan Disposal dump truck that was used to haul drummed waste for Fansteel?
A. Approximately a ten cubic yard truck.
Q. I believe you testified you could get 15 to 20 drums on the Waukegan Disposal flat bed truck.
A. Yes.
Q. Your testimony is that the Fansteel truck would have held approximately half that number of drums.
A. Yes, that would be right.

Q. Okay. Were they the same color and type of drums that were later hauled by Waukegan Disposal for Fansteel?
A. They looked the same.
Q. Do you recall when it was that Waukegan Disposal began hauling drummed waste on a special pickup basis for Fansteel?
A. I don't remember that exactly at the time.
Q. Do you recall seeing Fansteel trucks deliver drummed waste to both the Edwards Field portion of the landfill, as well as the Yeoman Creek portion of the landfill?
A. Yes, I do.
MR. RANDOLPH: Can we take about a five-minute break while I catch my breath?
MS. CLOKEY: It's 12:30.
MR. RANDOLPH: Well, then let's take a one-hour break plus.
(WHEREUPON, the deposition was recessed until 1:45 p.m., this date, October 21, 1993.)

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,)
6 Plaintiffs,) VOLUME IV
7 v.) Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.) Judge Leinenweber
9 Defendants.) Magistrate Judge Rosemond
10
11
12 October 22, 1993
13 8:30 a.m.
14
15 The deposition of PEDER KIRKEGAARD
16 resumed pursuant to adjournment at The Marc Plaza
17 Hotel, 509 West Wisconsin Avenue, Milwaukee,
18 Wisconsin.
19
20
21
22
23
24

where it says that the drivers were subject to a collective bargaining agreement? That's what I was asking you about before. Do you recall?

A. I don't recall.

Q. Okay. This is the contract with Teamsters Local 301, I assume.

MS. CLOKEY: I object to the form of the question.

What is the contract with?

MR. VARICK: This typing right here. It says "Subject to collective bargaining agreements."

MS. CLOKEY: What you mean is the reference is in reference to the contract with Teamsters Local, is that correct?

MR. VARICK: Sure.

MS. CLOKEY: Is that right?

THE WITNESS: I don't recall.

BY MR. VARICK:

Q. Let me ask you a few questions about Fansteel, too, if I can.

I understand that yesterday Mr. Randolph showed you a series of documents that related to Waukegan Disposal's dealings with Fansteel and VR/Wesson.

Do you remember looking at those?

A. Yes.

MS. CLOKEY: Let's go off the record for a moment.

(WHEREUPON, discussion was had off the record.)

BY MR. VARICK:

Q. Now, can you think of any reason why -- let me back up.

These were the kinds of documents that Waukegan Disposal would maintain in its records for each customer typically.

MS. CLOKEY: Take a moment and look through the entirety of Exhibit 44 before you answer that question.

(WHEREUPON, discussion was had off the record between the witness and Ms. Clokey outside the hearing of other counsel and the court reporter.)

BY MR. VARICK:

Q. Have you looked at these documents in Exhibit 44, sir?

A. Yes.

Q. Were these the sort of documents that

2 Waukegan Disposal maintained on its customers?
3 A. Yes.
4 Q. Now, in the 1960s, did Waukegan Disposal
5 consider Fansteel and VR/Wesson to be separate
6 customers?
7 MR. BECK: I'm sorry. Your question embraces
8 the entirety of the sixties?
9 MR. VARICK: Sure.
10 MR. BECK: Then I object to it as confusing
11 since there was a change during the interim or
12 during that.
13 MR. VARICK: Let me back off.
14 BY MR. VARICK:
15 Q. Are you aware that Fansteel purchased
16 what is essentially the VR/Wesson Company in
17 approximately 1963 or '64?
18 A. I wasn't aware of what time. I always
19 believed it was owned by the same company.
20 Q. Okay. You billed those two companies
21 separately though, correct?
22 A. Yes.
23 Q. Did you maintain a file on each customer
24 at the offices of Waukegan Disposal in, let's say,

1 the mid to late sixties?
2 A. Yes.
3 Q. The documents that are here in Exhibit
4 44 are the sorts of things you had in those files,
5 right?
6 A. Yes.
7 Q. Can you tell me at the time that you
8 sold your business to BFI approximately how many
9 file drawers or file cabinets did you have of
10 customer files like this?
11 A. I don't recall.
12 Q. Was it more than one file cabinet?
13 A. Yes, I believe it was.
14 Q. When I say "more than one file cabinet,"
15 were your file cabinets two-drawer or four-drawer
16 file cabinets, do you recall?
17 A. I believe they were four-drawer.
18 Q. Do you think you probably had five of
19 those file cabinets with customer files in them or
20 more or less?
21 A. Five separate cabinets?
22 Q. Yes.
23 A. No, nothing like that.
24 Q. Fewer than five?

1 A. Yes.
2 Q. Maybe two or three file cabinets with
3 customer files?
4 A. I believe two at the most.

5 Q. Okay. Now, you turned over all those
6 files to BFI at the time that you sold this
7 business.
8 A. Yes.
9 Q. In fact, you just left it in that office
10 at Ernie Krueger Circle, correct?
11 A. Yes.
12 Q. Can you explain why it is that BFI would
13 have documents on Fansteel and VR/Wesson and not on
14 most of the other customers of Waukegan Disposal?
15 MR. BECK: That question is objected to
16 because it calls upon the witness purely to
17 speculate and conclude what happened during the
18 more than a decade that he left.
19 MR. VARICK: I'm just asking if he knows. He
20 was there for a year afterwards and maybe he saw
21 them pitch everybodies' but Fansteel's files, maybe
22 not.
23 BY MR. VARICK:
24 Q. Can you think of any reason why BFI

1 would have Fansteel's file and VR/Wesson's file and
2 not most of the other files of customers of
3 Waukegan Disposal at the time?
4 A. No, I can't.
5 Q. In the approximately year that you
6 continued to work for BFI at the Ernie Krueger
7 Circle location, as far as you know, did those file
8 cabinets remain in place?
9 A. I don't recall that.
10 Q. Okay. Now, if you could look at what
11 I'll call Page 56, YC0056.
12 MS. CLOKEY: Of Exhibit 44?
13 MR. VARICK: Of Exhibit 44.
14 MR. RANDOLPH: What page number?
15 MR. VARICK: 56.
16 BY MR. VARICK:
17 Q. Do you recall that Mr. Randolph
18 yesterday asked you questions about hauling
19 investment silica sand from one location to another
20 at VR/Wesson?
21 A. No, I don't remember that.
22 Q. Do you recall you did haul sand from one
23 location to another within VR/Wesson?
24 A. I vaguely remember we had a truck down

1 there at occasions.
2 Q. Do you remember when you did how was
3 that sand packaged? Was it in drums or boxes?
4 A. I don't remember that.
5 Q. Okay. So you don't have any
6 recollection of hauling sand within VR/Wesson.
7 A. No.

8 Q. Okay. Do you know what investment
9 silica sand is?
10 A. No, I don't.
11 Q. Now, I wasn't here yesterday, but when
12 you were shown this document yesterday or now,
13 today, as you look at this document, do you have
14 any idea what this refers to?
15 A. Well, I know what sand is and that's all
16 I was referring to.
17 Q. You just have a vague recollection of
18 sand being hauled in a truck.
19 A. Yes.
20 Q. Okay. You don't know whether that sand
21 was in drums at the time.
22 A. I don't know.
23 Q. Okay. When I asked you questions about
24 VR/Wesson, I think you said there were three

1 locations at VR/Wesson you picked up from, correct?
2 A. That's correct.
3 Q. Okay. Do you know when this says the
4 "V-R Quonset Bldg.," was that the first, second or
5 third location you picked up from?
6 A. I don't recall that.
7 Q. When it says "V-R Dept. 30," do you know
8 which location that was?
9 A. I don't know that either.
10 Q. Do you know which locations or which
11 pickup spots you moved the sand from and which to?
12 A. No, I don't.
13 Q. Could you look at Page 71 of that
14 document, please? Look at Page 71.
15 Do you see that?
16 A. Yes.
17 Q. Mr. Randolph showed you this and asked
18 you about it yesterday, right?
19 A. Yes.
20 Q. Okay. Now, I think when I was asking
21 you questions the other day you said you remember
22 moving drums of naphtha, and you knew they were
23 naphtha because Mr. Campbell had told you that.
24 Do I recall correctly?

1 A. Yes.
2 Q. Okay. Was Mr. Campbell there at the
3 time you picked up these drums?
4 A. I don't recall that.
5 Q. Okay. Do you recall though that you did
6 have some conversations with Mr. Campbell about
7 these pickups?
8 A. Yes, I did.
9 Q. Were these by telephone?
10 A. I don't recall. I also saw him at the

11 plant at occasions.
12 Q. Did you ever see him at the plant when
13 you were making a special pickup of these drums?
14 A. I don't recall that.
15 Q. What is it that you recall Mr. Campbell
16 telling you about this naphtha?
17 MR. RANDOLPH: I think that has been asked and
18 answered, and I object to that.
19 MS. CLOKEY: I didn't hear the question.
20 MR. RANDOLPH: I think you covered this fully
21 on Wednesday.
22 MS. CLOKEY: I'm sorry. I didn't hear the
23 question.
24 MR. VARICK: Okay. I'm sorry.

1 BY MR. VARICK:
2 Q. How many conversations did you have with
3 Mr. Campbell about the naphtha?
4 A. I don't recall.
5 Q. Do you think it was more than one?
6 A. The only thing I remember is that he
7 said he would send us a purchase order for hauling
8 that type of stuff.
9 Q. Okay. That was when you were to begin
10 hauling that stuff, whatever it was, correct?
11 A. I believe so.
12 Q. Okay. Did he tell what used naphtha was
13 at the time?
14 A. No, he did not.
15 Q. Did you know what naphtha was at the
16 time?
17 A. No.
18 Q. All you know is that he sent you a
19 purchase order and sometime after you received that
20 purchase order you started picking up drums from
21 VR/Wesson.
22 A. Yes.
23 Q. The drums were closed, correct?
24 A. Yes.

1 Q. You didn't open up those drums.
2 A. No.
3 Q. You don't know whether -- the drums
4 didn't say "Used Naphtha" on them, did they?
5 A. I don't recall.
6 Q. Okay. Now, you see in this Purchase
7 Order No. 71 here it says, "Scrap oil/naphtha and
8 other debris not called for or covered on our waste
9 disposal contract."
10 A. Yes.
11 Q. That's your understanding, wasn't it,
12 that scrap oil/naphtha and other debris weren't
13 called for on the general waste contract?

14 A. Yes.
15 Q. This was a special then.
16 A. Yes.
17 Q. Okay. Do you recall how you kept track
18 of the amount that you were to bill VR/Wesson for
19 the special pickups?
20 A. We keep track of the hours that we --
21 Q. Did you have any other customers that
22 you charged by the hour?
23 A. I don't recall that.
24 Q. Okay. Was it common for you to charge

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1 customers by the hour?
2 A. Not too common.
3 Q. Okay. But it did happen from time to
4 time.
5 A. I believe it could happen if it was
6 something where they didn't know how long, if it
7 was a lot of time involved.
8 Q. Okay. Now, if I remember correctly, you
9 said these drums were on a loading dock, is that
10 right -- let me back up.
11 If I remember correctly, you said when
12 you had special pickups of drums from VR/Wesson in
13 the late sixties you would find them on loading
14 docks.
15 Do I remember that incorrectly?
16 A. Yes. I believe some of them was on the
17 loading dock, but I also believe that they, at the
18 time when we make the pickup, would bring some at a
19 couple different locations in another building, and
20 the truck would go from more than one place to
21 another.
22 Q. So you picked up from several different
23 locations.
24 A. Yes.

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1 Q. And sometimes they would be on the
2 ground and sometimes they would be on the loading
3 dock.
4 A. Yes.
5 Q. How did you get them from the ground
6 into your dump truck?
7 A. They would bring a forklift out to pick
8 them up with.
9 Q. Okay. Do you remember how a forklift
10 would pick them up? Were the drums on skids or
11 pallets?
12 A. They were on pallets.
13 Q. They were.
14 Did the pallets get thrown away then
15 with the drums?
16 A. I don't recall that.

17 Q. Now, was it your practice when you would
18 do hourly rate special pickup work then to keep
19 track of your time and give those time records to
20 Ruth?
21 A. Yes.
22 Q. And then Ruth would total it all up and
23 send out a bill at the end of the month.
24 A. Yes.

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1 Q. Sometime after the end of the month the
2 client would pay you.
3 A. Yes.
4 Q. Okay. Do you know whether you kept any
5 records of any special pickups that you did at
6 Fansteel? Do you recall in particular having any
7 records of any special pickups at Fansteel?
8 A. I don't recall.
9 Q. Okay. If you did, would you have kept
10 them in the same customer file that you kept these
11 other records that are here in Exhibit 44?
12 A. I'm not sure. I didn't file them.
13 Q. Ruth did that.
14 A. Yes.
15 Q. Okay. Now, Mr. Bleiweiss asked you some
16 questions about customers that would choose where
17 waste would go.
18 Do you recall that?
19 A. Yes.
20 Q. Customers that would say, "Send the
21 waste to the Waukegan Landfill," for instance.
22 A. Yes.
23 Q. Did you ever have any customer that
24 suggested or asked that the waste go any place

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1 else?
2 A. No.
3 Q. Did you ever have any customer that
4 asked to have the waste disposed of in any way
5 other than to go to a landfill?
6 A. Yes.
7 Q. And that's the tannery.
8 A. Yes.
9 Q. Okay. Can you think of anyone other
10 than the tannery that ever chose having waste
11 disposed of some way other than the landfill?
12 A. No.
13 Q. Okay. Now, I think you said that you
14 recall that Fansteel -- let me back up.
15 Look at Page 30, if you would, on this
16 Exhibit 44.
17 MS. CLOKEY: Page?
18 MR. VARICK: Exhibit 44.
19 MS. CLOKEY: It does not include that.

20 MR. VARICK: Oh, it doesn't. That's a problem
21 I have with my own document.
22 Let me take a minute and see if there
23 are other pages omitted.
24 MR. RANDOLPH: It's in the record. Yes. It's

1 just Pages 20 through 36 are not included.
2 MR. VARICK: I don't have anything further.
3 Well, just a moment. Let me ask. If I
4 may have a second.
5 (WHEREUPON, discussion was had
6 off the record.)
7 MR. VARICK: I don't have anything further.
8 MR. SEIDMAN: I just have a couple more
9 questions for you, Mr. Kirkegaard.
10 As you may recall, I'm Jeff Seidman
11 representing Saint Therese and Victory.
12 FURTHER EXAMINATION
13 BY MR. SEIDMAN:
14 Q. If you could refer to exhibit -- I
15 believe it's Exhibit 55. I don't have a copy. I
16 guess it's Page 2 of the document, and I believe it
17 was Mr. Beck that asked you about the dumping
18 expense line item on there.
19 Do you see the line item I'm referring
20 to?
21 A. Yes.
22 Q. Does that line item only include the
23 fees that you paid to the operator of the landfill
24 or would anything else be included in that line

SUMMARY FOR COMMONWEALTH EDISON COMPANY

Commonwealth Edison Company ("Commonwealth Edison") operated three different facilities in the Waukegan/North Chicago area during the relevant time period. Throughout this period, it operated a generating station at Greenwood Street on the Lake Michigan lakefront. (Ole Kirkegaard 708) In addition, Commonwealth Edison operated offices and a truck maintenance facility during the 1950s and early 1960s on Buttrick Street in Waukegan. In the mid-1960s, Commonwealth Edison moved this facility to Washington Street in Waukegan. (Peder Kirkegaard 654-55)

A. Greenwood Street generating station

Throughout most of the 1960s, waste from the Greenwood Street facility was hauled to the Edwards Field/Yeoman Creek landfills ("The Site") by John Sisson. (Ole Kirkegaard 708; Peder Kirkegaard 656)

In the late 1960s, Waukegan Disposal obtained Commonwealth Edison's waste hauling account. At that time, Waukegan Disposal picked up waste three times per week from eight to 15 one-yard ground containers maintained by Commonwealth Edison at this facility. The waste at this facility consisted primarily of dead fish which had been caught in the Lake Michigan water intake. (Ole Kirkegaard 708-711; Peder Kirkegaard 656-657) Commonwealth Edison used substantial amounts of lime in its waste in an attempt to neutralize the odors from the fish. (Ole Kirkegaard 710-711, 841) In addition to the fish, Commonwealth Edison also disposed of cardboard boxes and office waste at this facility. (Ole Kirkegaard 710-11)

B. Office and Truck Maintenance facilities

Waukegan Disposal hauled waste from Commonwealth Edison's office/truck maintenance facilities throughout the 1950s and 1960s. Peder Kirkegaard could not recall the type of containers or frequency of pickups when this facility was located on Buttrick Avenue. (Peder Kirkegaard 656) However, he recalled that when Commonwealth Edison moved to the Washington Street facility in the mid-1960s, it was a daily customer of Waukegan Disposal. During the time Peder Kirkegaard personally handled this account, Commonwealth Edison used a one-yard ground container plus three to five garbage cans to handle its waste. (Peder Kirkegaard 658-59) The waste in the ground container consisted primarily of office and cafeteria waste, while the garbage cans contained waste from the truck maintenance facility, including oil cans, rags, floor sweepings, used mufflers and truck parts. (Peder Kirkegaard 658-659)

During the time Ole Kirkegaard hauled waste from the Washington Avenue facility, Commonwealth Edison used eight to twelve 55-gallon drums for its waste. In addition to the items mentioned by Peder Kirkegaard, Ole Kirkegaard recalled that Commonwealth Edison also occasionally disposed of empty paint cans, pieces of utility poles and scrap transformer parts comprised of glass, steel and copper. (Ole Kirkegaard 713-14, 857-58)

All of the Commonwealth Edison waste hauled by Waukegan Disposal was disposed of at the Site. (Ole Kirkegaard 711, 714)

Commonwealth Edison was still reflected as a customer of Waukegan Disposal on its 1972 customer list. (Ex. 1)

In summary, Commonwealth Edison arranged for the disposal of at least a total of 2,073 cubic yards of waste per year at the Site, from all three of its facilities combined, from approximately 1964 to 1969. (Ole Kirkegaard 709-716; Peder Kirkegaard 656, 658-660) In addition, during the early to mid-1960s, prior to becoming a Waukegan Disposal customer, Sisson hauled approximately 1,200 cubic yards of waste per year from the Greenwood Street facility. (Ole Kirkegaard 708; Peder Kirkegaard 656)

The following issues should be addressed in the Allocation Counsel's investigation:

1. Determine the nature and volume of all materials used to neutralize the odor from dead fish disposed of by Commonwealth Edison during the relevant time period.

2. Determine the nature and volume of any residue or waste paints disposed of by Commonwealth Edison during the relevant time period.

3. Determine the number of utility poles disposed of by Commonwealth Edison during the relevant time period and the nature of any coatings on these utility poles.

4. Determine the components of Commonwealth Edison's waste stream during the relevant time period.

5. Determine the nature and volume of each component in Commonwealth Edison's waste stream during the relevant time period.

1

FOR 10., AS OF 7/29/93 ACCOUNTS RECEIVABLE MARCH 31, 1972

NAME	30 DAYS	60 DAYS	90 DAYS	120 DAY
Able Builders		40.00	40.00	464.00
Alter Trucking & Terminal #030	325.50	260.40	260.40	260.40
	75.00	75.00	75.00	75.00
				325.50
				75.00
Alter Trucking & Terminal #025	390.60	325.50		
	75.00	75.00		
American Concrete	231.00			
Belscot Retailers, Inc.	64.00	124.00		
Belscot Snack Bar	25.00	25.00		
Belvidere Cinema	92.00			
Blumberg & Co. (real estate)	215.00			
Thos. Brockman Floor Co.	300.00			
Raymond Bugge		36.00		
C & H Contracting	21.00			
Douglas V. Carlson Co.	300.00			
Chandler's, Inc.	27.00			
Chicago Hussmann, Inc.	360.00	234.00		
Chicago Rubber Co., Inc.	206.55			
Coleman Industrial Center	821.25	180.00	438.75	
Commonwealth Edison Co. #1	60.00	60.00		
Commonwealth Edison Co. #2	315.00	270.00		
Commonwealth Edison Co. #3	90.00	90.00		
Commonwealth Edison Co. #4	153.00			
Consolidated Freightways	72.50			
Corbetta Construction Co.	432.00	12.00	12.00	12.00
Country Club Apartments	358.80	358.80	358.80	1076.40
Dominick's Finer Foods, Inc.	105.00			
J. S. Drew Construction Co.	150.00			
Electrical Conductors, Inc.	468.96			
Elmwood Apartments	135.00			
Fansteel Metallurgical Corp.	655.50			
Feldco-Major, Inc.	625.01			
Foss Park	10.00			
Genesee Builders, Inc.	120.00			
Gold Standard Liquors	92.00	126.00	100.00	
Golf Apartments	135.00			
Ill. Huber Glass Co., Inc.	62.50	30.00		
Jewel Companies, Inc.	443.55			
G. A. Johnson & Son	135.00			
Lake County Movers, Inc.	27.75	12.00	3.00	265.50
Liberty Management Corp.	100.00			
Lomaur Enterprises, Inc.				615.00
Mazer Chemicals, Inc.	27.00			
Mixmore Corporation	200.00			
Mobil Oil Corporation	41.00			
Montgomery Ward & Company	400.00			
National Tea Company	170.00			
Nordic Steak n' Pub	108.00			
North Shore Foundry	165.00			
North Shore Industries	45.00	45.00	45.00	
	4431.47	2375.70	1332.95	3168.50

COMMONWEALTH EDISON CO.
ADR EXHIBIT 1

(1)

North Shore Printers	230.00	21[illegible].00		
North Shore Sanitary Dist.	15.00			
Otis Development Co.	575.00			
[illegible]son Manufacturing Co.	18.39			
Pranstiehl, 669 Market	150.00			
John Salata	12.00			
Sears Roebuck & Co.	400.00			
Willie Shelley	12.00	36.00		121.0[illegible]
V. B. Smigel & Associates	75.00			
Sprucewood Builders, Inc.				96.0[illegible]
Stone Container, N. Chicago	335.00			
Stone Container, Lk.Bluff	40.00			
Swedish Manor	89.00	83.00		
Finn L. Thomsen Co.	18.00			
Timberlake Apts.	135.00			
Tip-Top Builders, Inc.	45.00			
U. S. Envelope	313.00			
V/R Wesson Corp.	380.00			
Victory Memorial Hospital	236.25			
Waukegan News-Sun	439.50			
Waukegan Park District	180.00			
Waukegan Public Schools	1030.00			
Waukegan Roofing Company	81.00			
Waukegan Terrace Apts.	200.00			
Welles Dept. Store	105.00			
Whispering Oaks	530.00			
Wickes Lumber	125.00			
Hercules Zagoras	44.00			
HOMES				
Walter Anderson	3.00			
Richard Bartell	3.00			
William Campbell	3.00			
Ray Cantrell	3.00			
Anthony Ciarico	3.00			
Robert Clark	4.00			
Joe Gagliardo	3.00			
Marguerite Harris	3.00	1.50		
T. Ivan	3.00			
Edward Leskis	3.00			
Toivo Luoma	3.00			
Jim Miller	3.00			
Charles Moats	2.25			
Ellis A. O'Brien	3.00			
Robert O'Brien	3.00	3.00	3.00	
Mrs. Donald Paulsen	3.00			
Farris Payne	3.00			
Clifford P. Roach	6.00			
Henry Schueneman	6.00			
Richard Shimanek	3.00			
Lois Smith	3.00			
Mrs. Peter Sonn, Jr.	3.00			
G[illegible]trude Vanderhei	3.00	3.00		
Charles White	3.00			
Lawrence Williams	6.00	6.00	6.00	6.0
Louis Yarc	3.00			
Bernard Zastrow	3.00			
	5953.39	343.50	9.00	223.0

Aamco Transmissions	17.00			
A B Tax Service	7.00			
[illegible] Maintenance	7.00	7.00	7.00	35.00
[illegible] Electronics	5.00			
Ace Antenna	12.00	12.00	12.00	128.00
Ace Upholstery Shop	6.00			
Accurate Lock & Key	4.00			
Ace Hardware	25.00			
Acme Brick	12.00			
O. R. Adler Corp.	12.00			
Air Con Refrigeration	42.00			
Henry Allen	12.00	6.00		
Al's Transmission Service	7.00			
Alice Apartments	18.00			
Morton A. Alshuler	17.00			
American Family Insurance	3.00			
American Handicrafts	8.00			
Anderson Apartments	12.00			
D. K. Anderson bldg.	17.00			
Andy's Club Belvidere	12.00			
Arco (Vic & Bill's)	12.00			
Armsted (acct. 4-A)	17.00			
Armsted (acct. 4-B)	25.00			
Armsted (acct. 4-C)	12.00			
Armsted (acct. 4-D)	12.00			
Armsted (acct. 0005)	12.00			
Armsted (acct. 005-B)	17.00			
Arnold's Mens' Wear	12.00			
Associates Finance	3.00			
Atlantic-Richfield	5.00			
Austill Grocery	7.00			
A-Z Management	80.00			
Barney's Tailoring	4.00			
Barr Equipment Co.	12.00			
Barrister Club	10.00			
Baskin & Robbins	6.00			
Bearing Headquarters	14.00			
Beckman-Tower Apts.	15.00			
Beckmann Rentals	15.00			
J. Beckmann's Tavern	17.00			
Beco Business Equipment	12.00			
Belvidere Camera Center	10.00			
Belvidere Clothes Care	16.00			
Belvidere Mall Barber	3.00	3.00	3.00	
Belvidere Office Plaza	40.00			
Beneficial Finance Co.	4.00			
Benson Apts.	12.00			
Benson Electric	12.00			
Troy Benson	12.00			
Bernie's Auto Repair	6.00			
Besley-Mkgn. Clinic	7.00	7.00	7.00	
Best Realty	12.00			
John Bidney	12.00			
T[illegible] Big B	15.00	7.50		
Edward Bileski	42.00	42.00		
	177.00	54.50	29.00	163.[illegible]

J. Blumberg bldg. acct.	10.00			
J. Blumberg, 212 County	12.00			
Blumberg Appliance	160.00			
Blumberg Furniture	50.00			
Nick Boras	5.00			
Boyke's Imperial Manor	143.00	90.00		
Cecile Bordlemay	8.00			
Brand Service Centers	20.00			
Mrs. B. Brattland	42.00			
Bresler's 33 Flavors	15.00			
Bresler's 33 Flavors #G-3	12.00			
Brown's Fried Chicken	6.25			
James B. Bruce	15.00			
Buckner Equipment Co.	17.00	17.00	17.00	
Budget Rent-A-Car	12.00			
Burger Chef Drive-In	30.00			
Burger King, N. Lewis	70.00			
Burger King, Sheridan Rd.	85.00			
Burton's Shoes	8.00	8.00	8.00	
Charles Butkus	6.00			
Cadallac Packaging	18.00	13.00	18.00	
Cal's Roast Beef	50.00	50.00	50.00	
Miquel Camacho	20.00	20.00		
Canale's Pizza	8.00	8.00	8.00	16.00
John Carlson	12.00			
Carrier's Garage	12.50			
E. B. Kid Carter	12.00			
Central Restaurant	14.00			
Central Shoe Repair	6.00			
Certified Collection	8.00			
Chem-Rite Products	5.00			
Cherokee Industries	6.00			
Chicago Motor Club	5.00			
Elva Costillo			4.00	8.00
Chicken Unlimited	16.00			
Christakis Real Estate	25.00	25.00		
Gerald Christian	12.00			
Christian Church Supplies	5.00	5.00	5.00	
Christian Fabricators	17.00			
R. Christopulos	12.00			
Chuck Wagon	24.00			
Citizens Bank Bldg.	12.00			
Harry Clark	12.00			
Clavey & Peklay	15.00			
Clean Way, Inc.	14.00			
The Clip Joint	12.00			
Coiffure de Paris	6.00	6.00	6.00	
Coiffure Internationale	15.00			
Mrs. Sophie Colucci	12.00			
Compacted Metals Corp.	50.00			
Commercial Printers, Inc.	24.00	24.00		
Community Bake Shop	20.00			
Coney Island Lunch	8.00	8.00	8.00	
Congregation Am Echod	12.00			
Convenient Food Mart	16.00	16.00		
Thos. G. Cook, Jr.	12.00	12.00		
Co-op Credit Union	12.00			
	1268.75	307.00	124.00	24.00

Ela Copier	8.00			
Cote Electric	12.00			
Cottage Inn	20.00			
ver Girl	10.00			
Mrs. Gretchen Cribbs	5.00			
Castula Cuevas	6.00			
Custom Interiors	12.00			
Ray Cvetich	8.00			
Dairy Queen, Green Bay Rd.	17.00			
E. Dalgord	8.00			
Dave's Window Shop	12.00			
Designer Kitchens	14.00			
Diamond Scrap Yards	117.00	117.00		
Dick's Standard Service	15.00	15.00		
Dill's Auto Repair	1.50			
Dillow's	12.00			
Dixon Automotive	6.00			
Dog House	26.00			
Dog N' Suds	40.00			
Dolphin Sport Craft	8.00			
Dom's Liquor Mart	15.00			
Dom's Ten Pin Tavern	27.00			
Drake Supply	17.00			
James Duggan	17.00			
The Dugout Tavern	6.00			
Dunkin' Donuts	36.00			
Durkin & Durkin	8.00			
E & A Rentals	12.00			
E & E Pattern	12.00			
Easy Rental Center	8.00	8.00		
El Bohio Cafe	14.00	14.00		
El Pueblo Barber Shop	3.00	3.00	3.00	3.(
El's Superette	9.00			
Electrical Products	12.00			
Elias Industries	32.00	32.00	32.00	
The Emporium	4.00	4.00		
E. J. Ermon Enterprises	7.00			
Erwin's Jewelers	6.00			
James Evoy	5.00			
Executive House	22.00			
F. K. Pattern & Foundry	28.00 ✓	28.00		
F & N Standard	17.00			
Farmer's Market	30.00	30.00	30.00	180.(
The Feast House	30.00			
Dr. H. B. Fields	15.00			
First National Bank	12.00			
Fisher Pharmacy	6.00			
Fishermen's Wharf CSC	12.00			
5 Points Drive-In	24.00	24.00	24.00	120.(
5 Minute Shoe Repair	3.00			
5 Star Liquors	50.00			
Flagg's Barber Shop	4.00			
Fletcher Apartments	15.00			
G. Joseph Foley	3.00	3.00		
Fiolo Electric	6.00			
Floor Show	5.00			
	559.50	275.00	89.00	303.

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
A. Fontanini Standard	17.00			
Fort Dearborn Tailors	3.00			
[illegible]ntain of Beauty	3.00	3.00	3.00	
[illegible]0 Restaurant	16.00			
Sharper Foxworth	12.00	12.00	15.00	
Foyer's, Inc.	16.00			
Walter Franklin	12.00	12.00	12.00	33.
Fresh Foods, Inc.	150.00			
GAC Finance Corp.	6.00			
William Gandy	6.00	6.00	6.00	
Ganster & Hennighausen	13.00			
Forrest Geary	8.00			
Vic Geib apt. bldg.	6.00			
Gen & Water	14.00			
General Grocery	12.00			
Genesee Trust	5.00			
Ges-Mo Distributors	12.00			
Martha Gibson	17.00	17.00	17.00	34.
Gil's Gulf Service	12.00			
Ginsiss Bros.	6.00			
Walter H. Givler	4.00			
Glen Flora Tavern	15.00			
The Glidden Co.	10.00			
The Globe	22.50			
Don Goetz	5.00	5.00		
Goodyear Service	28.00 ✓			
Gordon Building	12.00			
Gordon's Auto Parts	----- ✓			
Mrs. Gus Gorgan	13.00	13.00	13.00	
		+ 205.00(extra)		
Gosa Bird Fish Market	20.00			
Gould's Home Bakery	22.00			
Graf's Beverages	20.00			
Grand Appliance	10.00			
Grand Ave. Shopping Center	12.00			
Grand Gardens - 1	14.00			
Grand Gardens - 2	15.00			
Grand Knitting	5.00	5.00	5.00	25
Grand Liquors	28.00			
Grand Newstand	3.00			
Grand Plaza Restaurant	24.00	24.00	24.00	24
Grand Standard	16.00			
Granny's Shoppe	8.00	8.00	8.00	
Robert Graves	12.00			
Great Pants Explosion	12.00	12.00	12.00	36
Greenwood Car Wash	7.00			
Greyhound Bus Depot	12.00	12.00		
Gulf #129	7.00			
Gulf Station	7.00			
HIS Kitchens	8.00	12.00	12.00	
~~Handi-Lap of Ill., Inc.~~	~~10.00~~			
Happy House	5.00			
[illegible]mony Haven TV	50.00	50.00	50.00	97
Grant Harris	16.00	16.00	16.00	
Timothy J. Harris	12.00			
Headquarters Tavern	15.00			
	520.50	417.00	195.00	245

NAME	30 days	60 days	90 days	120
Heart Assoc. of Lake Co.	16.00			
Haese's Foodliner	40.00			
[illegible] A. Heffelfinger	12.00			
[illegible]in's	65.00			
J. R. Helbert	10.00			
Hello Dolly Shoppe	5.00			
Herb's Service	17.00			
Hernandez Bldg.	5.00	5.00		
Hickory Farms	15.00			
Don Hicks	17.00			
Eugene Z. Hills	10.00			
Julian D. Hills	6.00			
Chuck Hines Store	8.00			
Frances Holub	10.00			
Holy Child High School	40.00			
Holy Family Church	17.00			
Huron Portland Cement	80.00			
Ill. Bell Telephone	32.00 ✓			
Ill. Briar Pipe	10.00			
Ill. Carbide Tool	10.00			
Ill. Dept. of Public Aid	17.00			
Immanuel Baptist Church	12.00			
Internal Revenue Service	15.00			
International Decorating - 1	17.00			
International Decorating - 2	17.00			
Ivester Drywall	12.00			
Rev. Bruce Ivy	12.00			
J & L Gas for Less	10.00			
J & R Cleaners	14.00			
Jack's Liquors	12.00	12.00	12.00	12.[illegible]
Jack's Sinclair Svc.	12.00			
Jacob's Business Machines	12.00			
Janis Clea ners	5.00	5.00		
Jefferson Ice Service - 1	15.00			
Jefferson Ice Service - 2	15.00			
Jenkins & Boller	12.00			
Frank T. Jensen	17.00			
Jerry's Union 76	12.00			
Jody Dress Shop	7.00			
John's Union 76	8.00			
Dr. Glen Johnson	3.00			
Nestor Jovanovic	12.00			
Junior Achievement	2.50			
John Jurukian	12.00	12.00	12.00	35.[illegible]
E. J. Kahn Corp.	100.00	100.00	100.00	
Kare Cleaning Co.	8.00	8.00	8.00	24.[illegible]
Karnes Music Co.	30.00			
The Kalva Corp.	130.00			
Kangas Construction Co.	15.00	15.00		
Karry Bros. Garage	12.00 ✓			
Karry's Custom Welding	5.00	5.00	5.00	15.
Bob Kaufman & Assoc.	12.00			
K[illegible] Campbell's	10.00			
K[illegible]dall Carpet Service	36.00	20.00		
King Optical	8.00			
King's Home Furnishings	25.00			
	1115.50	162.00	137.00	86.[illegible]

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Kinney Shoes	12.00			
Kirby of North Shore	8.00	8.00		
Knights of St. John	12.00			
[illegible] Doug Moss Standard	12.00			
Kozur's Sunset Foods	25.00			
Kraus Sheet Metal	24.00			
La Pasada Grocery	16.00	16.00		
Lk. Co. Administration Bldg.	30.00	30.00		
Lk. Co. Sheriff's Office & Jail	56.00			
Lake Co. Court Hs. annex bldg.	12.00			
Lk. Co. Hospital	40.00			
Lk. Co. Sheriff's cars	8.00			
Lk. Co. Community Action Proj.	20.00			
Lk. Co. Community Action Proj.	5.00			
Lk. Co. Contractors Assn.	12.00			
Lk. Co. Dept. of Public Aid	3.00			
Lk. Co. Health Dept.	2.00	2.00	2.00	
Lk. Co. Modern Builders - 1	20.00			
Lk. Co. Modern Builders - 2	40.00			
Lk. Co. Office Equipment	24.00			
Lk. Co. Press, Inc.	60.00			
Lk. Co. Urban League	12.00	12.00		
Lake Shore Distributing, Inc.	17.00			
Lake Shore Foundry Co.	12.00			
Lake Shore Harley Davidson	12.00			
Lakeland Bus	12.00	12.00	12.00	
Lake View Restaurant	24.00	24.00	24.00	18.0
Lanathan's	28.00			
Larry's Arco	15.00			
Larsen & Petersen	18.00			
Ronald M. Larsen - 1	12.00			
Ronald M. Larsen - 2	12.00			
Ronald M. Larsen - 3	12.00			
M. Larsen Bldg. Acct.	12.00			
Layson Productions	16.00			
Leath's Colonial Village	32.00			
Leath Furniture	75.00			
Joseph Legat	12.00			
Ray Lemersal	10.00			
Leno's Sub Sandwiches	17.00			
Liberty Oil Co.	6.00			
Liedholm TV	6.00			
Life Like Products	35.00			
Lil'Bear Restrnt	35.00			
Lindberg's Mens' Shop	7.50			
Lite House Lounge	6.00			
Lithunian Auditorium	17.00			
Little Food Store	25.00			
Little Fort Speedway	5.00			
Mrs. Audrey Lolmaugh	17.00			
Lopez Gift Shop	8.00			
Louie's Pizza	55.00	55.00		
S. Lovinger	18.00			
Lovinger Real Estate - 1	15.00			
Lovinger Real Estate - 2	16.00			
Lovinger Real Estate - 3	12.00			
Lowrey Music Center	8.00			
	1093.50	159.00	38.00	18.

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NAME	30 days	60 d	90 days	120
M B Food Mart	25.00			
M B Food Mart apt. bldg.	15.00			
MBRealty	5.00			
Maj-estic Auto Body	12.00	12.00		
Edward Maki	17.00			
Mall Shoe Repair	2.00	2.00	2.00	
Mandarin Restrnt	30.00			
Manifold Products	3.00			
The Marathon	30.00			
Marc Apartments	17.00			
Marine Investment Co.	35.00			
Marocco's Lounge	28.00	28.00		
Tony Markoutsis	4.00			
Mar-Lou Building	15.00			
Markiz Paint Co.	8.00			
Marquette Cement Mfg. Co.	5.00			
Martin Oil Service, Inc.	20.00			
Marty's Sign Co.	6.00	6.00		
Mary Lester Fabrics - 1	17.00			
Mary Lester Fabrics - 2	16.00			
McCormick's Grocery	30.00			
Mrs. T. McGuire	12.00	12.00		
McKinney Steel & Sales	12.00			
Meister Brau Beer	12.00			
Melrose-Patrick Apts.	35.00			
Menucraft Co.	17.00	17.00		
Mark Metcalf	12.00			
J. Meyer & Co.	25.00			
Mi Rosita Restaurant	12.00			
Mid America Films	32.00			
Mid America Sales	4.00			
Midwest Furnace Co.	40.00			
Midwest Moulding & Mfg.	55.00			
Midwest Travel King	5.00			
Mike's Citgo	14.00			
Mike's Restaurant	60.00	60.00		
The Mill Outlet	10.00	10.00	10.00	50.
Dan Miller bldg.	20.00			
G. L. Miller bldg. - 1	15.00			
G. L. Miller bldg. - 2	20.00			
G. L. Miller Motors	88.00			
Mrs. Edward Miltimore	14.00			
Minnesota Fats	3.00			
Mobil Service - 1	8.00	8.00		
Mobil Service - 2	8.00			
Modern America Finance	5.00			
John Moriates	8.00	8.00	8.00	
Clara Morris	12.00	12.00	12.00	
L. A. Morris, Jr.	12.00			
Motor Psycho	12.00			
Mr. Salt Fish & Chips	48.00			
Mumford Electric	4.00	4.00		
Music Land	15.00			
M_ Discount Records	10.00			
National Biscuit Co.	30.00			
National Budget	3.00			
	1632.00	179.00	32.00	50.0

NAME	30 days	60 day	90 days	120
Kurt D. Hauta - 1	15.00			
Kurt D. Hauta - 2	12.00			
[illegible]mode Hosiery	5.00			
Hip N' Sip Tavern	14.00			
Frank Nolan Insurance	12.00			
Nordic Tool	12.00			
North Avenue Laundry	5.00			
North Chicago Import Autos	12.00			
North Shore Furniture	8.00			
North Shore Marine	4.00	4.00	4.00	20.[illegible]
North Shore Savings	17.00			
North Shore Sign Co.	5.00			
North Tower Apartments	40.00			
Northern Packaging	6.00			
OMC Distributing	open			
O'Brien Heating	16.00			
Phil O'Donnell	6.00			
The Offset Shop	6.00			
Old Master Crafters	8.00			
One Hour Martinizing	12.00			
Open Pantry - 1	27.50			
Open Pantry - 2	30.00	30.00	30.00	
Ovaska Construction	5.00	5.00	5.00	
P & J Barber Shop	3.00			
P & C Lounge	16.00	16.00	16.00	
Panda House	75.00			
Panel Tone Salerno	12.00			
V. Paparigian	9.00			
Par Management Co.	5.00			
Patton Screw Products	40.00			
Dr. E. O. Payne	3.00			
Park Theatre Corp.	7.00			
Parker's Launderette	17.00			
Pearce's Corner	30.00	30.00	30.00	
Pearl's Launderette	10.00			
Dr. B. J. Pecaro	10.00			
J. W. Peterson Plumbing	12.00			
Pete's Barber Shop	3.00			
Petrolane Gas Service	12.00			
John Petropoulos	6.00	6.00	6.00	
Petrusky's Service	5.00			
Pfanstiehl Chemical	34.00			
Phillip's Liquors	30.00			
Peter Phillips	12.00			
Phillips & Phillips	15.00			
Philmaid	10.00			
Pickus Construction	12.00			
Pic-Way Shoe Mart	24.00			
Pioneer Trust Building	18.00			
Pittsburgh Glass	20.00			
Pizza Hut - 1	32.00			
Pizza Hut - 2	32.00	32.00		
P[illegible] Motor Supply	17.00			
Plasticon	62.00			
Plaza Cleaners	5.00			
Plaza Currency Exchange	3.00			
	888.50	123.00	41.00	20

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NAME	30 days	60 da	90 days	120
Plaza Jewelers	4.00			
Plumber's Union Local 93	17.00	17.00		
Poly-Techniques	9.00			
nderosa Steak House	60.00			
Pool Room	12.00			
Porett Bros., Inc.	35.00			
Porto Rican Society	13.00			
Potpourri II	12.00			
Potter Pharmacy	20.00			
C. A. Potter	12.00			
Elaine Power's Figure Salon	5.00			
Margarita Prevenas	12.00	12.00	12.00	153.
Printer's Ink	13.00			
Professional Building	8.00			
Progressive Power Equipment	8.00			
Andro Pucin Distributing Co.	8.00			
Q. T. Climax Engine Service	5.00			
RCA Service Company	12.00			
Rabin's Shoes	4.00			
Radio Shack - 1	15.00	15.00		
Radio Shack - 2	15.00			
Rainbow Lounge	8.00	8.00		
Ray's Mobil Service	8.00	8.00		
Redeemer Lutheran Church	7.00			
Regal Shoes	6.00			
Meyer Reizman bldg. acct.	32.00			
Reliable Meat Market	16.00	16.00	16.00	43.
Richman Brothers Co.	14.00			
Felix Rivera	12.00			
Rix Roast Beef	40.00			
Robert Hall Clothes	20.00			
Anthony S. Rodia	15.00			
Roland Waukegan Employment	5.00			
Rorry's	8.00			
Gregario G. Rosa	5.00			
Roy's Freeway Service	7.00			
Robert E. Runyan bldg.	30.00			
The Rustic Manor	100.00			
Orin P. Ryan	10.00			
S & R Standard Service	12.00			
Chas. J. Sachs Furniture	25.00			
Sample Furniture	35.00			
Dr. R. J. Sandee	4.00			
Sanpat, Ltd.	12.00			
Save Gas 14292	17.00			
Aale Savel bldg. acct.	21.00			
Scandia Imports	4.00	4.00	4.00	
Schad, West & Assc.	5.50			
Harold J. Schafer	12.00			
Gene Schellinger	39.00			
Schiff Shoes	8.00			
Frank Schmischa	20.00			
Mike Schrank's Smoke n' Gun	17.00			
S tt's Bicycle Sales	20.00			
Mrs. Josephine Sears	12.00			
W. R. Seegren - 1	45.00			
	1616.50	80.00	32.00	204.0

11

[illegible]	30 days	60 days	90 days	120 [illegible]
W. R. Seagren - 2	22.00			
W. R. Seagren - 3	21.00			
W. R. Seagren - 4	22.00			
R. Seagren - 5	22.00			
W. R. Seagren - 6	22.00			
W. R. Seagren - 7	22.00			
Sano & Sons, Inc.	16.00	16.00		
Service Car Wash	17.00			
Servisoft	12.00			
7-11 Food Store	30.00			
17 Hallmark Court	15.00			
Shakey's Pizza Parlor	30.00			
Shawall Temple	12.00			
Sheraton-Waukegan Inn	40.00			
Sheridan Mobil	8.00			
~~Sheridan-Road-Tavern~~				
Sheridan Wholesale Liquors	12.00			
Sherwin-Williams Co.	16.00			
Sherwood House Restaurant	80.00	80.00	80.00	260.
Willard R. Shields bldg.	25.00			
Shoreline Tailors	3.00			
Shorty's Tavern	14.00			
Simonian National	12.00			
Howard Slocum bldg.	17.00			
Smith-Custer Trust	10.00			
Society Jewelers	5.00			
Francisco Sotomallor	5.00			
Spector Freight System	5.00	5.00	5.00	15.
Spiegel, Inc.	17.00			
Frank Spose bldg.	30.00			
St. Joseph Church	28.00			
St. Nikolas Church	5.00			
Milton E. Staben & Assc.	17.00			
Wm. R. Stanczak bldg.	15.00			
Standard Builders bldg.	30.00			
Standard Oil Agent	10.00			
Star Apartments	20.00			
Stardust Motel	14.00			
Steven's Waukegan Bedding	17.00	17.00	17.00	
Stitching Post	9.00	9.00	9.00	
Stitching Post extra	155.00			
Storey's Mens Wear	16.00			
Strang Automotive	12.00			
Stuart's 495	16.00			
Sunset Center Speed Wash	10.00			
Sunset Texaco	15.00	15.00		
Super Cycle	12.00	12.00	12.00	15.(
Susman's	13.00			
Suzuki of Waukegan	17.00			
Swan Cleaners	3.00			
W. Howard Swanson - 1	16.00			
W. Howard Swanson - 2	22.00			
Swedish Glee Club	45.00			
[illegible] Swiss	20.00	20.00	20.00	
Eugene H. Tapia, M.D.	8.00	8.00	8.00	
Paul Taulu Aquatic Eng.	4.00			
Taylor Furniture warehouse	45.00			
	1161.00	152.00	151.00	990..

(12)

NAME	30 days	60 day	90 days	120
Bettie D. Taylor	12.00			
Chas R. Teas Co.	8.00			
Ted's Log Cabin	60.00			
Ted's Log Cabin Bar	10.00			
Toe Pee Liquor Mart	60.00	15.00		
Tems Luggage	12.00			
Terlap Roofing Co.	12.00			
Terrace Nursing Home	50.00			
Tex-Gas	16.00			
Tic Toc Club	7.00	7.00		37.5
Time Saver Tools, Inc.	12.00			
Time Table Tavern	8.00			
Times Theatre	10.00	10.00		
C. Todorovich	10.00			
Peter Tombras	16.00			
Tom & Ron's Beauty	7.00			
Tom's Bel-Aire Beauty	10.00			
The Towers	65.00			
Town & Country Ceramics	6.00	6.00		
Toyota of Waukegan	20.00	20.00		
Travelodge	24.00			
Tress-Chic Wig Boutique	5.00			
Triform Corp. - 1	35.00			
Triform Corp. - 2	17.00			
Trojan Egg Co.	5.00			
Twin City Auto Parts	12.00			
Union Club	5.00			
Union 76 Service	8.00			
United Rent-Alls	4.00			
United Steel Workers	7.00			
Universal Restaurant	26.00			
Milton V. Urbates	10.00			
Vanek Bros Motor Service	16.00			
Vanity Fair	18.00	18.00	18.00	
Velez Grocery	12.00			
Vic's Barber Shop	3.00	3.00		
Vision Service, Inc.	4.00			
Volkswagen Waukegan - 1	28.00			
Volkswagen Waukegan - 2	16.00			
Siegfried Voltl	15.00			
Walgreen Drugs - 1	75.00			
Walgreen Drugs - 2	45.00			
Walgreen Drugs - 3	60.00			
Wards Cleaners	5.00			
Washington Apartments	16.00	16.00		
Washington Sunoco	12.00	12.00		
Washington Texaco Service	15.00			
Washington Tire	26.00			
Waukegan Alano Club	3.50	3.50		
Waukegan America Finance	5.00			
Waukegan Black & White Cab	5.00			
Waukegan Bridge Center	3.00			
Waukegan Building	25.00			
Waukegan Clean Towel	12.00			
Waukegan Coin & Supply	7.00			
Waukegan Color Supply	8.00			
Waukegan Dental Lab	12.00			
	1015.50	110.50	18.00	37.

Waukegan Dry Goods	50.00			
Waukegan Glass Company	40.00			
Waukegan Marine Company	23.00	23.00		
Waukegan Music Mart	10.00			
Waukegan-North Chicago Chamber of Commerce	5.00			
Waukegan-North Chicago Transit	32.00			
Waukegan 1 Hr. Martinizing	8.00			
Waukegan Paint & Lacquer	12.00			
Waukegan Pavilion	32.00			
Waukegan Physicians & Surgeons Building	25.00			
Waukegan Produce	33.00	33.00	33.00	
Waukegan Sawyer College	12.00			
Waukegan School of Beauty	10.00	10.00	10.00	10.00
Waukegan Servicemens' Center, Inc.	12.00	12.00	12.00	
Waukegan Tile & Floor	8.00			
Waukegan Toy Center	7.50			
Waukegan Storage & Warehs.	16.00			
Waukegan Yacht Club	30.00			
Weigel Service Center	17.00			
Wendy's Restaurant	17.00			
Wendricks-White, Inc.	14.00	14.00	14.00	160.00
West Equity Properties	10.00			
Westmark, Inc.	56.00			
Western Union	10.00			
Westside Pet Shop	17.00			
Whalen Moving & Storage	18.00	18.00		
Wheel Travel	6.00	6.00		
Wheeler Dealers	12.00			
White Hen Pantry	20.00			
Whitney, Hoyt & Biggerstaff	4.00			
Wigland Fashions	8.00			
Paul Wilhelm - 1	5.00			
Paul Wilhelm - 2	4.00			
Paul Wilhelm - 3	16.00			
James Williard	4.00			
Willow Apartments	12.00			
Jack Winter's Buick	85.00			
J. L. Wittmer	10.00			
Earl Wobeck - 1	12.00			
Earl Wobeck - 2	5.00			
Wonder Wash	12.00			
A. W. Woods	12.00			
F. W. Woolworth Co. - 1	70.00			
F. W. Woolworth Co. - 2	30.00			
Frank P. Worac & Assc.	8.00			
YMCA	24.00			
Yankee Doodle - 1	45.00			
Yankee Doodle - 2	45.00			
Yee Chinese Laundry	17.00			
Yellow Cab Company	6.00			
ZKL Corp/Caesar's Restrnt	65.00			
H. P. Zagoras	15.00			
Ziebart Rustproofing	12.00			
Daniel Zielinski	15.00			
	1155.50	1.24.00	69.00	170.

(10)

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Aladdin Flower Shop	5.00			
Allstate Insurance	17.00			
American National Bank	28.00			
Andersen Bros. Service	9.00			
B & J Builders Trust	15.00			
Badger Day Company	49.50			
Harold Birky	6.00			
Bowl-Haven Apartment	18.00			
BPO Elk's Club	30.00	30.00		
Mrs. Catherine Brown	10.00			
Burgandy Room	20.00			
Burkhart's Bottle Shop	30.00	30.00		
Caples Photo Co., Inc.	12.00			
Mrs. J. Champlin	15.00			
Chicago Title & Trust Co.	20.00			
Citizen's National Bank	10.00			
Clark Oil & Refining Corp.	86.00			
Dairy Queen, 1502 Grand	25.00			
Delf's Garage	15.00			
Del Mar Cleaners	8.00			
Denny's Arco Service	17.00			
Denson's Apt. Bldg.	16.00	16.00	16.00	349.[illegible]
Dependable Plumbing	5.00			
Electronic Distributors	17.00			
Blanche Field - 1	22.00			
Blanche Field - 2	13.00			
Blanche Field - 3	18.00			
Frolic Lounge	5.00			
Glen Flora Apt. East	16.00			
Grand Avenue Lumber	65.00			
Grand Bowl	17.00			
Grand Music Center	3.00	3.00		
Dr. Robert Grayson	3.00	1.00		
Green Mill Cleaners	22.50			
Greenwood Pure Oil	8.00			
Lola S. Henry	12.00			
Henry's of Waukegan	40.00	40.00		
Carlos Hidalgo	12.00	12.00	12.00	12.[illegible]
Ho Wah Reataurant	22.00			
Interstate Electric	16.00			
Irene's Beauty Salon	4.00			
J M Club, Inc.	20.00			
Jiffy Cleaners	12.00			
K & K Rugs & Carpets	10.00			
Karcher Hotel Company	46.00			
Kelly Hardware Company	8.00			
Carl J. Kisill	20.00			
Lane's Dress Shop	6.00			
Fred Losch Beverage Co.	16.00			
Louie's Smoked Fish Co.	5.00			
Mrs. Niels Madsen	5.00			
Stanley Markoutsis	12.00			
Mathon's	72.00			
[illegible]son's Foods	18.50	13.50		
	1037.50	150.50	28.00	361.[illegible]

NAME	0 days	30 days	90 days	120 days
McDonald's - 1	43.00			
McDonald's - 2	60.00			
McDonough Plumbing	16.00			
Merchant Moving	15.00	15.00	15.00	60.00
Merlock Bros. Service	20.00			
Michael-Mills TV	4.00			
Midwest Bronze & Alum.	15.00			
G. L. Miller - 1	15.00	15.00		
G. L. Miller - 2	13.00			
Cecil Miller	18.00			
Mobil Service (Jones)	5.00			
Donald Moitzfield	10.00			
Mordhorst Transfer	50.00			
Meisner Bros. - 1	25.00			
Meisner Bros. - 2	10.00			
Jack Meids, Inc.	8.00			
935 Medical Building	14.00			
Nishan Shoe Repair	5.00			
Northern Supply Company	3.00	3.00	3.00	15.00
Olson Oil Co., Inc.	12.00			
Orchard Lane Medical Bldg.	42.00			
Pallas Service Station	17.00			
C. M. Parker	8.00			
The Pet Shop	22.00	22.00		
Paul Pettengill & Co.	15.00			
Phillips 66 Service	14.00			
Pittsburgh Paint Center	7.00			
Poe & Poe, Inc.	15.00			
Polk Bros.	42.00			
Red's Standard Service	12.00			
Ralph Robertson	10.00			
Ed Rodbro - 1	6.00			
Ed Rodbro - 2	13.00			
R. Rosenthal	22.00			
St. Demetrios Church	16.00			
Sorensen 66 Service	7.00			
Spaulding School	50.00			
Robert W. Stephens	12.00			
Hugh Taplin	12.00			
Tentes & Carnick	10.00			
Peter Tombras	10.00			
Top O' the Horn	27.00			
Town Club	6.00			
Trinity Outreach Unlmtd.	5.00	5.00	5.00	5.00
Veneman's Paint & Gift	25.00			
Val-Ban, Inc.	12.00			
Walt & Dan's Shell	17.00			
Waukegan Fish Co.	28.00			
Waukegan Jack Donelson Sls	20.00			
Waukegan Shopping Plaza	45.00			
West's Insurance Agency	14.00			
Carl Zeit, DDS	3.00			
	735.00	20.00	23.00	80.00

WASTE DISPOSAL SERVICE

PREPAID ACCOUNTS

NAME	PAID	DATE
Bennett Crane Service	45.60	1/1/72 - 12/31/72
Brandt Uniforms	45.60	1/1/72 - 12/31/72
Conolly & Company	57.00	1/1/72 - 12/31/72
Cray's Travel Service	10.50	1/1/72 - 3/31/72
Mrs. Joe Drinka	60.00	1/1/72 - 5/31/72
The Edward Apartments	71.25	1/1/72 - 5/31/72
Feinberg's	79.30	1/1/72 - 12/31/72
Fresh Foods	50.00	4/1/72 - 4/15/72
Gale Beauty Supply	79.80	1/1/72 - 12/31/72
Gordon's Auto Parts	36.00	1/1/72 - 3/31/72
Greenwood Professional Bldg.	36.00	1/1/72 - 12/31/72
Handi-Tap of Ill., Inc.	51.00	2/1/72 - 4/30/72
Albert Klein - 1	28.50	1/1/72 - 6/30/72
Albert Klein - 2	57.00	1/1/72 - 12/31/72
Lucky's Service	72.00	1/1/72 - 12/31/72
Mar's Juvenile	36.00	1/1/72 - 6/30/72
Robert E. May	60.00	1/1/72 - 5/31/72
Metro-Waukegan Account	18.00	1/1/72 - 3/31/72
Mid-America Chapter Red Cross	24.00	1/1/72 - 6/30/72
Modular Techinology	18.00	1/1/72 - 3/31/72
Curtis Petersen	48.00	1/1/72 - 12/31/72
Seneca Studio	10.50	1/1/72 - 3/31/72
Sheridan Road Tavern	12.00	1/1/72 - 3/31/72
Ed Stauber Hardware	27.00	1/1/72 - 3/31/72
Suburbia Hardware	60.00	1/1/72 - 6/30/72
Tom's Bel-Aire Beauty	30.00	3/1/72 - 5/31/72
Waukegan Frozen Foods	55.00	2/1/72 - 12/31/72
Yesterday's Castaways	18.00	1/1/72 - 6/30/72
BOARD/WDS		
Aladdin Flower Shop	49.00	1/1/72 - 7/31/72
Thos. F. Bleck, Arch.	60.00	1/1/72 - 12/31/72
Booth, Schwager & Assc.	72.00	1/1/72 - 12/31/72
Cepon's Food Mart	18.00	1/1/72 - 6/30/72
Dretske's Studio	12.00	1/1/72 - 3/31/72
First Federal Savings	114.00	1/1/72 - 12/31/72
Homer Dahringer Post	144.00	1/1/72 - 12/31/72
Ed Sauter	30.00	1/1/72 - 6/30/72
Strang's Auto Service	60.00	1/1/72 - 12/31/72
Yellen's Produce	45.00	1/1/72 - 3/31/72
Yeoman Jewelers	18.00	1/1/72 - 6/30/72
HOMES		
Dick Schwartz	27.00	1/1/72 - 9/30/72
William Shorman	18.00	1/1/72 - 6/30/72
Aurelio Villarreal	27.00	1/1/72 - 9/30/72
	1592.55	

Please note that there are three accounts 120 days. They are Alter Trucking #025 and #030 and Lake County Movers, Inc. The leases and service agreements were not set up at that time. All three are currently on a 30 days basis.

SUMMARY OF ACCOUNTS RECEIVABLE

PAGE NUMBER	30DAYS	60 DAYS	90 DAYS	120 DAY
Page 1	9431.47	2378.70	1332.95	3168.30
Page 2	5953.39	342.50	9.00	223.00
Page 3	777.00	54.50	29.00	163.00
Page 4	1268.75	307.00	124.00	24.00
Page 5	889.50	273.00	89.00	303.00
Page 6	820.50	417.00	198.00	249.75
Page 7	1118.50	182.00	137.00	86.00
Page 8	1092.50	159.00	38.00	18.00
Page 9	1032.00	179.00	32.00	50.00
Page 10	888.50	123.00	91.00	20.00
Page 11	1010.50	50.00	32.00	206.00
Page 12	1161.00	182.00	151.00	290.00
Page 13	1015.50	110.50	18.00	37.50
Page 14	1158.50	121.00	69.00	170.00
Page 15	1037.50	150.50	28.00	361.00
Page 16	935.00	60.00	23.00	80.00
	29590.11	5154.70	2400.95	5450.0

Prepaid accounts total 1690.55.

Aging of Notes Receivable

(1) Notes Receivable - Superior

This was a purchase by Superior Disposal Service from Dubogan Disposal Service of a number of household stops in which, Superior would pay Dubogan $1000.00 upon execution of the agreement and the balance on a promissory note at [illegible] simple interest. The balance in the account as of March 31,1972 according to the general ledger is 26535.70. The balance according to the adjustments will be 26534.05.

(2) Notes Receivable - Knudsen

This was a purchase by Delta Disposal Service of some household stops. In Addition, Delta agreed to purchase some equipment. The note was secured by 5000 shares of stock in Delta Disposal. The balance in the account is 17,987.90 as of March 31,1972.

Depo. Exerpts

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,) V. IV
6 Plaintiffs,)
7 v.)Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.,)Judge Leinenweber
9 Defendants.)Magistrate Judge Rosemond
10
11 August 17, 1993
12 9:30 a.m.
13
14 The deposition of OLE KIRKEGAARD resumed
15 pursuant to adjournment at Suite 6600, 233 South
16 Wacker Drive, Chicago, Illinois.
17
18
19
20
21
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23
24

stations.
A. Yes.
Q. Same billing arrangements.
A. Same billing.
Q. How often did you pick up at that location?
A. I believe once a week.
Q. Do you recall what type of container?
A. I believe a one-yard container.
Q. Ground container?
A. Ground container.
Q. Was that the same type of waste you described previously for the Clark stations?
A. Yes.
Q. Was all of the waste from these Clark stations delivered to Yeoman Creek?
A. Yes.
Q. Did you personally from time to time haul the waste from those three Clark stations?
A. Yes, I did.
Q. I next want to ask you about Commonwealth Edison and ask you if you recall whether Commonwealth Edison was at any time a customer of Waukegan Disposal.

A. Yes, they were.
Q. Do you recall at what location Waukegan handled waste for Commonwealth Edison?
A. It was on West Washington Street.
Q. What type of facility was located there?
A. Where they stored the equipment, their trucks.
Q. During what period of time did you haul waste from that location?
A. They were at a different location before. We also serviced them at that location.
Q. Did you service them at a previous location as well?
A. Yes.
Q. Where was the first location for which you handled waste for Commonwealth Edison?
A. I can't quite remember the name of the street where that was located.
Q. Do you remember a location on Butrick?
A. That's correct.
Q. Was that the location?
A. That was the location.
Q. Okay. Let's start with that location. Do you recall when you began hauling

waste from that location on behalf of Commonwealth Edison?

3 A. Back in the late fifties.
4 Q. How long did you continue to haul waste
5 from that location on behalf of Waukegan Disposal?
6 A. Until they moved up to West Washington
7 Street.
8 Q. Do you recall when that was?
9 A. I don't recall the exact year.
10 Q. When they moved to West Washington
11 Street, you continued to haul waste from that
12 location as well.
13 A. Yes, I did.
14 Q. How long did Commonwealth Edison remain
15 a customer from that location?
16 A. For quite some years, and then they
17 moved to a different location.
18 Q. Did Commonwealth Edison remain a
19 Waukegan Disposal customer up to the time Waukegan
20 Disposal sold out to BFI?
21 A. Yes.
22 Q. Now, let's go back for a second, if we
23 could, to the north Butrick Street -- that was the
24 first location.

1 A. Yes.
2 Q. What type of containers did Commonwealth
3 Edison have there?
4 A. I can't quite remember them.
5 Q. Do you recall how often waste was picked
6 up there?
7 A. I can't remember that either.
8 Q. Did you personally handle waste at that
9 location?
10 A. Yes.
11 Q. Do you know where that waste was taken?
12 A. Yes. In the beginning, it was taken to
13 the old city landfill.
14 Q. Then where was it taken?
15 A. Then it went to the Yeoman Creek
16 Landfill.
17 Q. Did it go to Yeoman Creek throughout the
18 rest of the fifties and sixties?
19 A. Yes.
20 Q. Do you know if any other hauler also
21 hauled any type of waste for Commonwealth Edison?
22 A. Yes.
23 Q. Who is that?
24 A. John Sisson Company.

1 Q. Go ahead.
2 A. John Sisson Company.
3 Q. Do you know when he handled waste for
4 Commonwealth Edison?
5 A. I believe for quite a long period from a

6 different plant.
7 Q. Do you know what plant he hauled waste
8 from?
9 A. From the lakefront.
10 Q. Was that on Greenwood?
11 A. Yes.
12 Q. What do you recall about the nature of
13 the waste that Mr. Sisson picked up from
14 Commonwealth Edison?
15 A. I believe it was mostly dead fish.
16 Q. Did you ever see those fish arrive at
17 the Yeoman Creek Landfill?
18 A. Yes, I did.
19 Q. How often did you see Mr. Sisson deliver
20 dead fish to Yeoman Creek?
21 A. Several times.
22 Q. Throughout the 1960s?
23 A. Yes.
24 Q. How did you know that Mr. Sisson was

1 picking up this fish at Commonwealth Edison?
2 A. Well, there was quite a bit of talk
3 about that because it was a terrible smell to those
4 fish.
5 Q. Did Mr. Sisson tell you he picked it up
6 at Commonwealth Edison?
7 A. Yes, he did.
8 Q. When Commonwealth Edison moved its
9 facility to Washington Street and you continued to
10 pick up waste there, do you have a recollection of
11 what type of containers were used at that location?
12 A. Yes. We had a one-yard container at one
13 location. At another location we picked up in
14 garbage cans that belonged to the Commonwealth
15 Edison Company.
16 Q. Let's take them one at a time. The
17 one-yard container, where was that located?
18 A. That was located up against the fence
19 close to the office building.
20 Q. Was that on the ground?
21 A. That was on the ground.
22 Q. Do you recall what type of waste was in
23 the one yard ground container?
24 A. Yes, I do. That was office waste.

1 Q. Anything else besides office waste?
2 A. Maybe some from a lunchroom cafeteria.
3 Q. Cafeteria waste?
4 A. Yes.
5 Q. Okay. Do you recall how often you
6 picked up that one-yard container?
7 A. On a daily basis.
8 Q. You have also indicated that you picked

9 up garbage cans at that location on Washington
10 Street.
11 A. Yes.
12 Q. How many?
13 A. It would vary from maybe three to five.
14 Q. That was in a different spot on
15 Washington Street.
16 A. Yes. That was --
17 Q. Go ahead.
18 A. That was at a loading dock in back of
19 where the trucks were parked.
20 Q. Would you physically pick up those
21 garbage cans and dump them into the hopper?
22 A. Yes.
23 Q. Do you recall what was in the garbage
24 cans?

1 A. Yes. There could be oil cans, rags and
2 all kinds of different material, floor sweepings
3 and mufflers and parts from trucks where they did
4 some repair work.
5 Q. Were the cans also picked up on a daily
6 basis?
7 A. Yes.
8 Q. Where was the waste from the container
9 in the cans delivered to?
10 A. To the Yeoman Creek Landfill.
11 Q. Do you recall any utility poles, pieces
12 of utility poles or wood poles being picked up at
13 any place at Commonwealth Edison?
14 A. At a later date I do. At this time
15 Commonwealth Edison would take that type of
16 material into the landfill themself.
17 Q. Now, what is your basis for belief that
18 Commonwealth Edison hauled its own materials to the
19 landfill?
20 A. I saw their trucks go in with it.
21 Q. What type of trucks?
22 A. Well, that would be like a service truck
23 they used for different things. It was like a flat
24 bed truck.

1 Q. Was it a truck that was a garbage-type
2 truck or was it a truck that was used for servicing
3 operations?
4 A. It was not a garbage truck. It was used
5 for a lot of different things.
6 Q. What color was the truck or trucks?
7 A. It was the color of the Edison Company's
8 equipment. I believe that changed. I believe it
9 was green at one time. I'm not 100 percent sure on
10 that.
11 Q. Did the truck have any markings or signs

12 indicating the ownership of the truck?
13 A. Yes.
14 Q. What did it have?
15 A. "Commonwealth Edison."
16 Q. Where was that sign located?
17 A. On the door.
18 Q. On the driver's door?
19 A. Yes.
20 Q. How often did you see Commonwealth
21 Edison trucks at the landfill?
22 A. I don't recall especially, but several
23 times.
24 Q. During what period?

1 A. During the sixties.
2 Q. Do you recall whether it was later or
3 earlier in the sixties?
4 A. It was in the earlier sixties.
5 Q. You saw those trucks at either the
6 Edwards Field portion or Yeoman Creek portion of
7 the landfill.
8 A. Yes.
9 Q. Would you see it at both portions?
10 A. I saw them at both portions.
11 Q. Did you happen to see any type of waste
12 that those trucks hauled to Yeoman Creek Landfill?
13 A. No, I didn't, but we later on hauled
14 that type of waste so I know pretty much what it
15 contained.
16 Q. Now, let's talk about when it is that
17 Waukegan Disposal began to haul that type of
18 waste.
19 Do you recall approximately when that
20 was?
21 A. I recall when we started with roll-off
22 service.
23 Q. That was in 1970 or so.
24 A. Yes.

1 Q. How do you know it was the same type of
2 waste that was being delivered by Commonwealth
3 Edison to Yeoman Creek earlier?
4 A. Because that was the only type that we
5 didn't haul before.
6 Q. Where did that waste come from, what
7 location?
8 A. That would come from the Washington
9 Street yard.
10 Q. How big was the roll-off that you began
11 hauling in the seventies?
12 A. 20-yarder.
13 Q. How often would you pick up that
14 roll-off?

15 A. It was on a call basis whenever it was
16 full, but I would guesstimate maybe twice a month.
17 Q. What types of waste would have been
18 included in the roll-off when you began picking up
19 that waste?
20 A. There would be all big, bulky stuff that
21 they could not fit into our garbage packer.
22 Q. What types of bulky things?
23 A. It could be a telephone pole cut up into
24 pieces. It could be some insulating -- what do we

1 call them -- for the wire goes on and some steel.
2 Q. Okay. That waste, just for the record,
3 that you picked up in roll-offs would have gone,
4 not to Yeoman Creek, but to some other landfill.
5 A. It would have gone to whatever other
6 landfill we were to haul it to at that time.
7 Q. I think you also indicated at some point
8 something about Commonwealth Edison fly ash being
9 delivered to Yeoman Creek Landfill.
10 A. Yes.
11 Q. Who hauled that?
12 A. The Tewes Company.
13 Q. During what period of time?
14 A. I have known the Tewes Company to be
15 picking up the fly ash from Commonwealth Edison
16 since way back in the fifties.
17 Q. Do you recall seeing that fly ash being
18 delivered to the Edwards Field or Yeoman Creek
19 portion of the landfill?
20 A. Yes, I have seen that in one location
21 which was over off of Sunset.
22 Q. Okay. Do you recall how often you saw
23 that fly ash delivered there?
24 A. I do not recall.

1 Q. Say from '59 to '69, the waste of any
2 nature or type that Waukegan Disposal picked up
3 from Commonwealth Edison, where did it go?
4 A. Went to the Yeoman Creek Landfill.
5 Q. Directing your attention to Exhibit 3
6 again, to Page 1, do you see about a third of the
7 way down the page there are four different
8 notations for Commonwealth Edison?
9 A. Yes, I see that.
10 Q. Commonwealth Edison 1, 2, 3 and 4.
11 A. Uh-huh.
12 Q. Yes?
13 MS. CLOKEY: Say yes or no.
14 BY THE WITNESS:
15 A. Yes.
16 BY MR. RANDOLPH:
17 Q. Do you recall, as you sit there now,

18 what those four notations refer to?
19 A. I believe I do.
20 Q. Tell us what that was.
21 A. Two of the accounts would have been
22 roll-off accounts. We also had a roll-off spotted
23 in another town out west of Gurnee where they had a
24 yard, and the other two would have been where they

1 had the equipment and then the office building.
2 Q. Okay. By 1972, those all would have
3 been roll-offs.
4 A. The two locations were all roll-off,
5 yes.
6 Q. Had you picked up from all four of those
7 locations prior to mid-1969?
8 A. Yes. I'm sorry. No, not the place out
9 west of Grand Avenue in another town. That was
10 later.
11 Q. Other than what you described, do you
12 recall any other locations from which Waukegan
13 Disposal picked up Commonwealth Edison waste during
14 the period 1959 to '69?
15 A. No, I don't.
16 Q. Next, I'd like to ask you about a
17 company called Gordon's Auto Parts. Let me ask you
18 if you recognize that name.
19 A. Yes, I do.
20 Q. I believe at one time it was located on
21 Sheridan Road in North Chicago.
22 Do you recall that location?
23 A. Vaguely.
24 Q. Do you recall whether Gordon's in fact

A. I believe that was twice a week.
Q. Who did you deal with there?
A. Mr. Pallas himself. There was two brothers, twin brothers, that owned that station.
Q. Did you deal with both of them?
A. Yes.
Q. Where did their waste go?
A. Yeoman Creek.
Q. Do you recall that Commonwealth Edison had certain facilities in the Waukegan area during the 1960s?
A. Yes.
Q. Do you recall a facility in the Greenwood Avenue area?
A. Yes.
Q. Can you be more specific as to where that facility was located?
A. They called that Station 16, and it's at the foothill of Greenwood toward Lake Michigan.
Q. Who handled their waste?
A. Waukegan Disposal Service.
Q. Throughout the whole sixties or a portion of the sixties?
A. Late sixties.

Q. Do you know who handled it before that?
A. I believe John Sisson.
Q. What route was that on?
A. North route.
Q. What type of facility was that at Greenwood Avenue?
A. That was a generating station, coal generating station.
Q. Could you describe what you would do when you went to pick up at that facility for Commonwealth Edison?
A. Yes.
Q. Where would you go?
A. They had a guardhouse on the north side of the building, and we had to stop at the guardhouse, sign in each time.
Q. Then where would you go?
A. Then we would go west of the building toward the south of the building, southwest of the building. That's where they had the dumpster sitting.
Q. What kind of dumpsters did they have?
A. They had anywhere from 8 to 15 one cubic yard containers.

Q. Were they in a dock area or were they just sitting on the pavement?

3 A. They were sitting on the ground level.
4 Q. After you passed the guardhouse, did you
5 have to deal with anyone else at Commonwealth
6 Edison in picking up their waste?
7 A. No.
8 Q. How often did you pick up waste there?
9 A. I believe that was Monday, Wednesday,
10 Friday.
11 Q. Do you recall anyone specifically you
12 dealt with at Commonwealth Edison?
13 A. Yes. That was a gentleman by the name
14 of Bob Reardon.
15 Q. Reardon?
16 A. Reardon, yes.
17 Q. Do you know how to spell that?
18 A. R-e-a-r-d-o-n, I believe.
19 Q. Okay. Do you recall what type of waste
20 you picked up at the Greenwood Avenue facility?
21 A. Yes. We picked up a lot of dead fish.
22 Q. Every time you had a pickup was there
23 dead fish?
24 A. Yes.

1 Q. Were those in the one cubic yard
2 containers?
3 A. Yes.
4 Q. Do you recall anything else in the
5 one-yard containers other than dead fish?
6 A. They had some boxes and office papers.
7 Q. Did they have any type of material,
8 powder that they used on the fish?
9 A. They used lime to absorb some of the
10 smell from the fish.
11 Q. Did it work?
12 A. No.
13 Q. Where did their waste go?
14 A. Yeoman Creek.
15 Q. Do you recall a second Commonwealth
16 Edison facility in Waukegan during that period?
17 A. Yes.
18 Q. Where was that located?
19 A. On Washington Street, west Washington
20 Street.
21 Q. Close to what intersection?
22 A. About a block west of Green Bay Road on
23 the south side.
24 Q. What type of facility was located there?

1 A. That was offices and maintenance
2 building.
3 Q. What type of a maintenance facility was
4 that?
5 A. For their trucks and repair, telephone

6 poles.
7 Q. Okay.
8 A. Poles, whatever.
9 Q. Who handled waste from that facility?
10 A. Waukegan Disposal Service.
11 Q. Throughout what period?
12 A. Through the sixties.
13 Q. What route was that on?
14 A. On the Grand Avenue-Washington route.
15 Q. Could you tell us what you would do when
16 you would go to pick up waste at that facility?
17 A. Yes. The area where we picked up the
18 trash was on the outside of the building at a dock
19 area, and they had a bunch of 55 gallon steel drums
20 on that dock area, also, a lot of corrugated boxes
21 sitting next to it and so forth.
22 Q. Do you recall approximately how many
23 55-gallon drums there would be on a typical pickup?
24 A. Anywhere between 8 and 12 or so each

1 time.
2 Q. How many days a week did you pick up
3 there?
4 A. I believe that was three days, Monday,
5 Wednesday, Friday, I believe.
6 Q. Do you recall, first of all, what type
7 of materials were in the boxes?
8 A. They had a little bit of everything,
9 actually. They had quarts cans of oil and they had
10 floor sweepings, rags. They also had some of those
11 porcelain, little, white clocks or whatever you
12 want to call them broken.
13 Q. Broken pieces?
14 A. Pieces, and they had some parts of
15 transformers and stuff in it, too, once in a while.
16 Q. What were the transformers made of?
17 A. Some was -- well, there was glass on
18 them, glass and steel and so forth, and some of
19 them had copper inside.
20 Q. Were there any liquids in the
21 transformers?
22 A. No.
23 Q. Do you recall any paint cans or things
24 along those lines at that facility?

1 A. Once in a while, yes, there was gallons
2 of empty paint cans.
3 Q. How about engine parts, brake drums,
4 that sort of thing? Do you recall any of that type
5 of material in their waste?
6 A. Once in a while. Very little.
7 Q. Okay. Do you recall any poles, wooden
8 poles, in their waste?

9 A. Small pieces of wooden poles once in a
10 while.
11 Q. When you say "small pieces," what do you
12 mean?
13 A. No longer than we could handle them, up
14 to about three foot.
15 Q. Were those poles -- had they been
16 previously used?
17 A. Yes.
18 Q. Were they coated?
19 A. Yes.
20 Q. Where did the waste from that
21 Commonwealth Edison facility go?
22 A. Yeoman Creek.
23 Q. Do you recall a company named Pickus
24 Construction?

A. I would say wood about five percent.
Q. Wiring?
A. Five.
Q. Steel pipes?
A. Maybe eight percent.
Q. Corrugated boxes?
A. 50 percent.
Q. Office papers?
A. Maybe five.
Q. Oil cans?
A. Anywhere between five and ten percent.
Q. On those occasions that there were truck parts, how much?
A. Two percent.
Q. All right. Let's talk about Commonwealth Edison.
As I understand, you picked up at two facilities, one at Greenwood and one at Green Bay and Washington, right?
A. Yes.
Q. Let's start with the Greenwood Avenue facility.
I didn't hear what you said today when you were asked which of the four routes that was

on.
A. The north part.
Q. Okay. Which color is that on the map?
A. That's the red one up here (indicating).
Q. This was the late sixties you said?
A. Yes.
Q. Three times a week, Monday, Wednesday and Friday?
A. Yes.
Q. Do you know if they were on a flat rate or cubic yardage?
A. It must have been a flat rate because we didn't sign any ticket.
Q. Okay. Who solicited them, Peder?
A. Yes.
Q. You said that the Greenwood Avenue facility, which you also called Station 16, was a generating station.
How did you know that? Is there a sign that said "Generating Station"?
A. I assume. I don't know.
Q. Okay. Well, physically what did it --
A. They used coal to generate electricity.

Q. Okay. Did you see coal being delivered to the site?
A. Yes.

4 Q. Okay.
5 A. Yes.
6 Q. Again, as I asked with North Shore, can
7 you just tell me physically what this site looked
8 like?
9 Was there an office building and
10 something else or was it just all one building?
11 A. It was a big, huge -- it looked to me
12 like one big building with addition added on to
13 it. I don't know how big the building is. I would
14 say close to four or five acres. It has three or
15 four big -- what do you call them -- stacks,
16 smokestacks.
17 Q. Okay. Would you draw me a little map of
18 that facility, and go far enough out in the
19 facility so that you can draw the guardhouse.
20 A. Yes. Here's the entrance into the --
21 here's the guardhouse (indicating), and there is a
22 road coming in here going around. Here's where the
23 containers was at in here (indicating).
24 Q. All right. This is north where the

1 guardhouse is (indicating)?
2 A. No. I'm sorry. This is east, west and
3 that would be north, I'm sorry, and south. That's
4 it.
5 Q. Let's turn it this way (indicating).
6 A. Yes.
7 Q. All right. You said you signed in at
8 the guardhouse, right?
9 A. Yes.
10 Q. What did you sign, a book or a sheet of
11 paper or --
12 A. Well, we didn't sign it. The guard
13 signed us in for the trucks when they came in. He
14 marked it up.
15 Q. You wouldn't have to sign your name to
16 anything.
17 A. No.
18 Q. Which reminds me, if I could switch
19 gears for a minute, getting back to the North Shore
20 site, was there any paperwork you had to do?
21 A. No.
22 Q. Okay. And no paperwork at this site
23 here.
24 A. No.

1 Q. Okay. Did you ever talk to anyone? I
2 presume you said hello to the guard, but did you
3 ever have a conversation with anyone else at the
4 Com Ed facility?
5 A. Yes. There was a guy by the name of Bob
6 Reardon.

7 Q. That's right. You did say that.
8 Is that R-a-r-d-o-n?
9 A. R-e-a-
10 MR. RANDOLPH: R-e-a-r-d-o-n I think is what
11 he said.
12 BY MR. PETRAKIS:
13 Q. Do you know what his position was?
14 A. I believe he was plant engineer.
15 Q. All right. Would you speak to him every
16 pickup?
17 A. No.
18 Q. All right. What was the frequency of
19 talking to him?
20 A. Once in a while he would call our office
21 at Waukegan Disposal and he would discuss the
22 business.
23 Q. You weren't talking to him when you were
24 making your pickup; you were talking to him from

1 the office.
2 A. Yes.
3 Q. Okay. Would he specifically call to
4 talk to you or was he calling to talk to Peder?
5 A. Both of us.
6 Q. Okay. Why was he calling to talk to
7 you?
8 A. Because I'm the one that was picking up
9 the particular location.
10 Q. All right. What was his purpose in
11 calling?
12 A. To tell us that all containers were full
13 of fish, that type of thing.
14 Q. Was he asking for service more
15 frequently? Is that it?
16 A. Once in a while -- it all depends what
17 wind direction there were from the lake.
18 Q. Was he calling to warn you about the
19 wind direction?
20 A. No. He would call -- some days there
21 was more fish than other days. It all depends if
22 the wind came from out and in, they had more fish
23 than if it came from in and out. I don't know why,
24 but I guess the fish went into the intake more then

1 because of the wind direction. So he wanted to let
2 us know, "Don't forget to pick us up today because
3 the boxes are full."
4 Q. He would call you on the day of a pickup
5 to sort of warn you about how --
6 A. In the morning, make sure we got there
7 and all that type of thing.
8 Q. All right. Well, I guess that leads to
9 another question, which is were the containers at

10 Com Ed always full every pickup?
11 A. Most of the times, yes.
12 Q. Okay. I think you said it was 8 to 15
13 one cubic yard containers.
14 A. Yes.
15 Q. And they were almost always full.
16 A. Right.
17 MR. RANDOLPH: Before we go any further, can
18 we mark this as Deposition Exhibit No. 17, please?
19 (WHEREUPON, a certain document was
20 marked O. Kirkegaard Deposition
21 Exhibit No. 17, for identification,
22 as of 8/17/93.)
23 MR. RANDOLPH: Just for the record, the court
24 reporter has marked as Kirkegaard Deposition

1 Exhibit No. 17 a drawing made by Mr. Kirkegaard
2 relating to the Commonwealth Edison facility on
3 Greenwood in which he has marked at the north end a
4 guardhouse, marked a dotted line, and he testified
5 that was his route back to where the containers
6 were. He's drawn eight squares at the end of the
7 dotted line indicating that was, in fact, the
8 location of the containers.
9 BY MR. PETRAKIS:
10 Q. When is the last time you saw the
11 facility you just diagramed? I don't mean just
12 driving by it. I understand you live in Waukegan.
13 When is the last time you saw those
14 premises?
15 MR. RANDOLPH: You mean when is the last time
16 he drove past the guardhouse and towards the back
17 of the building?
18 MR. PETRAKIS: I guess that's the only way he
19 would see it, I suppose, so yes.
20 BY THE WITNESS:
21 A. It has been at least -- since I have
22 been in there at least 20-some years.
23 BY MR. PETRAKIS:
24 Q. Okay. So you didn't speak to Reardon at

1 the site.
2 Is there anyone other than the person in
3 the guardhouse that you would speak to at the
4 facility when you went to make a pickup?
5 A. No.
6 Q. Okay. All right. Again, do you have
7 any idea, just ballpark, what a charge would be for
8 three-day-a-week pickup of 8 to 15 one cubic yard
9 containers?
10 A. Back then, I would say probably $150 per
11 month.
12 Q. Per month?

13 A. A month.
14 Q. Did any other disposal companies have
15 containers at this facility?
16 A. No.
17 MR. RANDOLPH: During the time they were
18 there?
19 MR. PETRAKIS: During that time.
20 BY MR. PETRAKIS:
21 Q. Everything I'm talking about you
22 understand is during the decade of the sixties,
23 right?
24 A. Yes.

1 Q. Okay. Now, at this time, if I'm not
2 mistaken, you had the more modernized trucks, would
3 that be right, at the time that you were picking up
4 at this facility?
5 A. Yes.
6 Q. You said it was the late sixties.
7 A. Yes.
8 Q. All right. So now, tell me again the
9 difference in the procedure with the more
10 modernized trucks.
11 A. The more modernized trucks is able to
12 empty containers from one cubic yard up till ten
13 cubic yard.
14 Q. So you can hook the container onto the
15 back of the truck and the truck picks it up.
16 A. Yes.
17 Q. All right. So now in the late sixties,
18 you don't anymore have to lift up the garbage and
19 tip it over, right?
20 A. By hand, yes.
21 Q. Right.
22 Now, I want to understand again when
23 you're looking at Com Ed's garbage -- I want to get
24 an idea of how it is that you're looking into Com

1 Ed's garbage. You are not lifting it up any more.
2 The truck is doing that.
3 When do you see the garbage, other than
4 what is on top?
5 A. As you proceed to dump each time, you
6 look at the container inside, and you look at the
7 garbage.
8 Q. All right. So you would look
9 periodically into the container, right?
10 A. Yes.
11 Q. And you would see whatever is on top of
12 the container at that point, right?
13 A. Yes.
14 Q. All right. So you wouldn't see
15 anything, except what is on top, in your periodic

16 views into the container, is that right?
17 A. I would see what is in the bottom, too,
18 after you have been dumping it.
19 Q. All right. Would you look into the
20 leach packer after it's all in?
21 A. Yes.
22 Q. All right. Is that before or after the
23 blade starts to move?
24 A. Both.

1 Q. I think you said once the blade is
2 moving you can't see what is on the other side of
3 the blade, right?
4 A. Yes.
5 Q. Okay. So when you look into the truck
6 to see what garbage is in the truck, don't you just
7 see whatever garbage is on top of the truck?
8 A. When you look in the hopper -- there is
9 a two cubic yard hopper in the truck. When you
10 look into the hopper, you see what is in the hopper
11 dumped from the container. So the only time I see
12 what is in the top, that's when I come and look at
13 the container and push it over to the truck.
14 That's when I see what is on the top. But when you
15 dump it in, all of a sudden you see what was in the
16 bottom.
17 Q. Are you watching it as it falls into the
18 truck? Is that what you're saying?
19 A. Yes.
20 Q. Okay. I don't remember right now what
21 the mathematical force of gravity is, but however
22 quickly that garbage is falling into the truck,
23 that's what you're watching. You're watching the
24 garbage as it drops into the truck, is that right?

1 MR. RANDOLPH: I'm not sure how many questions
2 are there, whether it requires mathematical
3 formulas or not, but I object to that long question
4 because I don't understand it.
5 BY MR. PETRAKIS:
6 Q. Is the only time you see all the garbage
7 when it's dropping into the truck? Is that it?
8 A. Yes.
9 Q. Okay. All right. I think you said at
10 this facility the waste was boxes, dead fish, and
11 the fish were covered with lime, right?
12 A. Yes.
13 Q. Anything else?
14 A. Some office papers.
15 Q. Anything else?
16 A. I don't recall, no.
17 Q. Okay. Well, let's skip over the boxes
18 and the office papers and get right to the fish.

19 How did you know it was lime?
20 A. Lime comes in a powder, yellow powder,
21 in bags and so on, and they pour that over the fish
22 to absorb some of the liquid and smell.
23 Q. Did you know it was lime because
24 somebody told you it was lime?

1 A. Yes. Mr. Reardon. I knew also it was
2 lime.
3 Q. All right. Well, let's take it one at a
4 time.
5 Bob Reardon told you it was lime.
6 A. Yes.
7 Q. When was that conversation? Was that
8 when you first started picking up at Com Ed,
9 mid-sixties?
10 A. They didn't used to have lime when we
11 started, and we couldn't stand the odor.
12 Q. Did you bring it to his attention?
13 A. Yes.
14 Q. Okay. Is that when they started putting
15 the lime on the fish?
16 A. Yes.
17 Q. He told you that it was lime?
18 A. Yes.
19 Q. All right. Was there anybody else
20 present at this conversation?
21 A. I couldn't tell you.
22 Q. Was it --
23 A. It was on the telephone.
24 Q. That was my next question. It was on

1 the telephone?
2 A. Yes.
3 Q. Okay. You also said you knew it was
4 lime on your own.
5 Is that because it was yellow in color?
6 A. Yes.
7 Q. Any other reason?
8 A. No.
9 Q. Did Mr. Reardon explain to you why they
10 had so much dead fish?
11 A. Periodically he did, yes.
12 Q. He did explain to you why?
13 MR. RANDOLPH: He said, "Periodically he did."
14 MR. PETRAKIS: Okay.
15 THE WITNESS: Yes.
16 BY MR. PETRAKIS:
17 Q. Well, what did he say?
18 A. The wind changed, they came in and went
19 into the intake and got caught in the wires.
20 Q. Okay. The fish were in the boxes, is
21 that right? Fish were in the corrugated boxes.

22 A. No.
23 Q. Oh, they were just --
24 A. Dumped into the --

1 Q. Into the dumpster?
2 A. The container.
3 Q. In these one cubic yard containers, how
4 much of that would you say was dead fish?
5 A. About 50 percent.
6 Q. And the rest was boxes and office
7 papers?
8 A. Yes.
9 Q. I might have asked you this, but I
10 presume the fish were present every pickup.
11 A. Yes.
12 Q. All right. Let's talk about the other
13 Com Ed facility at Green Bay and Washington. This
14 was on the Grand Avenue route.
15 A. Yes.
16 Q. Is that the green route?
17 A. Green and red.
18 Q. Green and red, okay.
19 Which one did you mark it on this?
20 A. It's marked on the -- it's right here.
21 It's marked in the green (indicating).
22 Q. Okay. Did you say that this route was
23 all through the sixties? I couldn't hear what you
24 said this morning.

1 A. Yes.
2 Q. Okay. Three times a week, Monday,
3 Wednesday and Friday, right?
4 A. Yes.
5 Q. Were they also on a flat rate?
6 A. I believe so, yes.
7 Q. You said that this was an office
8 building and maintenance for trucks and telephone
9 poles, right?
10 A. Yes.
11 Q. Again, how did you know that? I guess
12 it's pretty clear what is an office building, but
13 how did you know that it was maintenance for trucks
14 and telephone poles?
15 A. Because they had a workshop in there.
16 Q. Did you see them working in the workshop
17 on trucks and telephone poles?
18 A. Yes.
19 Q. Okay. Did you ever ask anyone what type
20 of facility it was?
21 A. No.
22 Q. Again, can you just physically describe
23 for me the building or the site?
24 A. Yes.

1 Do you want me to draw it?
2 Q. Well, we'll get to that.
3 A. It's right here (indicating).
4 Q. Let me make it clear. All I mean is are
5 we talking about one building, more than one
6 building?
7 A. One building.
8 Q. All right. And in this building, which
9 I take it is an office building, you're saying
10 there is a workshop as well.
11 A. There was offices in the front toward
12 the street. On the back of the building, the most
13 part of the building was workshops and trucking --
14 Q. You're saying more of the building was
15 workshop than it was offices?
16 A. Yes.
17 Q. Okay. How did you know that -- well,
18 strike that.
19 How many stories was this building? How
20 tall was the building?
21 A. One.
22 Q. One story.
23 Okay. Did you have occasion to walk
24 through the whole building to see how much of it

1 was offices?
2 A. No, but from looking outside you can
3 tell.
4 MR. RANDOLPH: Just answer the question.
5 BY MR. PETRAKIS:
6 Q. How could you tell from looking outside?
7 A. When you looked at it, you could see the
8 area where the offices is at, and then you can see
9 the area where the trucks is at. That's larger.
10 Q. Okay. Would you draw the site?
11 A. There was a fence around all, then there
12 is a gate here. This is offices here in the
13 front. Here's a loading dock area in the back all
14 the way across, and here was a big overhead door in
15 here. That's where they kept the trucks, inside
16 here close to outside here (indicating).
17 Q. Would you come in the gate that's on the
18 north side of the building?
19 A. The east side of the building. I'm
20 sorry. Yes. Yes, north side.
21 Q. North side of the building?
22 A. Yes.
23 Q. Was that gate locked or closed?
24 A. Not when we got there, no.

Q. All right. So no one would have to let you in.
A. No.
Q. Did you have to check in with anybody?
A. No.
Q. All right. So once you're in the fence area, you can just pull around to the dock.
A. Yes.
Q. I'm not sure Mr. Randolph asked you this with respect to this site, but did you talk to anybody at Com Ed at this site?
A. No one in particular, no.
Q. Okay. You don't remember speaking to anybody at this site.
A. No.
Q. Any paperwork at this site?
A. No.
Q. When is the last time you saw that site in the sixties?
MR. RANDOLPH: Again, just so we are clear, you mean he was inside the fence line?
BY MR. PETRAKIS:
Q. I don't mean just driving by on Washington Street, but seeing the actual premises.

A. About a year ago I was in there.
Q. Okay. What was the occasion for you to be in there a year ago?
A. Commonwealth Edison is no longer in that location. A contractor bought that building. A construction company bought that building and remodeled the whole thing. They moved in and I went and signed them up for services.
Q. Okay. Without respect to the building itself, is the physical layout, as far as the dock and the garbage pickup, the same as it was?
A. The fence area is the same. They changed the building. It used to be a flat-roof building. Now they added on -- what do you call -- topping on it and changed the dock area a little bit.
Q. BFI services that building now?
A. Yes.
Q. And the dock where the garbage is is the same?
A. We don't -- we service with 50-yard roll-off sitting out in the yard. There is no pickup by garbage truck there any more.
Q. Okay. I think you said during the time

that it was a Commonwealth Edison facility there were 8 to 12 55-gallon drums.

3 A. Yes.
4 Q. All right. Three times a week.
5 A. Yes.
6 Q. Again, can you give me a ballpark idea
7 of what the charge for that would be,
8 three-time-a-week pickup 8 to 12 55-gallon drums?
9 A. $100.
10 Q. Per month?
11 A. Yes.
12 Q. Now, I assume when you're giving me
13 these figures it's based on your knowledge of what
14 the rates were, even though you weren't setting the
15 rates.
16 A. Repeat that question again.
17 Q. Well, it was a bad question.
18 How do you know or how can you estimate
19 what the charge was? Did you have anything to do
20 with the billing at all?
21 A. No.
22 MR. RANDOLPH: Again, that's two questions.
23 Did you have anything to do with the
24 billing at all I think is the question.

1 THE WITNESS: No.
2 BY MR. PETRAKIS:
3 Q. All right. How can you estimate what
4 the amount was for a pickup?
5 A. Conversations with my brother what he
6 decided to charge for that particular type of
7 service.
8 Q. Okay. Do you remember having any
9 particular conversations with him about the charge
10 for either North Shore or Commonwealth Edison?
11 A. No.
12 Q. All right. Did any other disposal
13 companies have containers at the Green Bay
14 facility?
15 A. Yes.
16 Q. Which ones?
17 A. You are talking different types of --
18 Q. I'm talking different companies besides
19 Waukegan Disposal at that time in the sixties.
20 A. I can't recall, no.
21 Q. Okay. Again, just so we are clear,
22 since this is the late sixties, we are talking
23 about the modernized trucks where you don't
24 physically have to lift the garbage, right?

1 MR. RANDOLPH: I think he testified it was
2 throughout the sixties.
3 MR. PETRAKIS: You're right. I apologize.
4 MR. RANDOLPH: But including the late sixties.
5 MR. PETRAKIS: Okay.

6 THE WITNESS: Yes.
7 BY MR. PETRAKIS:
8 Q. All right. I think you said that at
9 this facility the waste was corrugated boxes, floor
10 sweepings, rags, oil cans, broken porcelain, parts
11 of transformers, empty paint cans, a small amount
12 of engine parts and some wooden poles. Anything
13 else?
14 A. That's about all.
15 Q. All right. The rags. Was anything on
16 the rags?
17 A. The rags was mixed with floor sweepings
18 and stuff like that.
19 Q. Oil cans. Were the oil cans empty?
20 A. Yes.
21 Q. Again, what were the oil cans made of?
22 Were these the same types of oil cans we
23 were talking about before?
24 MR. RANDOLPH: You mean the various types he

1 described earlier?
2 MR. PETRAKIS: Yes, in terms of the material
3 the can was made of.
4 BY THE WITNESS:
5 A. Yes.
6 BY MR. PETRAKIS:
7 Q. Did these cans also say "Oil" on the
8 side?
9 A. I believe so, yes.
10 Q. How big were they?
11 A. Quarts.
12 Q. What color were they?
13 A. I'm sorry. I can't tell. Different
14 colors they have.
15 MR. PETRAKIS: Okay.
16 MR. RANDOLPH: Just one second.
17 (WHEREUPON, discussion was had
18 off the record between the witness
19 and Mr. Randolph outside the
20 hearing of other counsel and the
21 court reporter.)
22 MR. RANDOLPH: Go ahead. I'm sorry.
23 BY MR. PETRAKIS:
24 Q. Is there anything you want to change in

1 any of your answers after talking to your attorney?
2 A. There was different sizes of cans.
3 Q. All right. So they weren't all quarts.
4 A. There were smaller pints, pint cans.
5 Some of them had fluid, liquid in it like brake
6 fluid.
7 Q. Wait.
8 There were oil cans that said "Oil" on

9 the side that had brake fluid inside?
10 A. No. That was a different type of can.
11 Those are quart cans.
12 Q. Which are the quarts, the oil cans or
13 the cans with the brake fluid in it?
14 A. The oil cans was the quarts. The brake
15 fluid was the pints.
16 Q. Okay. It's important because I have to
17 write that at a different point in my notes you
18 see.
19 MR. RANDOLPH: It's important for you to know
20 that, too.
21 BY MR. PETRAKIS:
22 Q. Describe the pint containers for me,
23 would you, what they looked like?
24 A. They looked like small, little, steel

1 pint with a screw in the top pointed up.
2 Q. How did you know there was brake fluid
3 inside?
4 A. It showed on the can.
5 Q. The can said "Brake Fluid"?
6 A. Yes.
7 Q. What color was the can?
8 A. I don't recall.
9 Q. When you say there was a screw on top,
10 do you mean a screw top?
11 A. Yes.
12 Q. Was the top on?
13 A. It was off.
14 Q. It was off.
15 So did you look inside?
16 A. I assumed they were empty.
17 Q. Okay. Broken porcelain. I'm not sure I
18 understand what you meant.
19 Can you describe this broken porcelain?
20 Could you tell what they were from?
21 A. It was those little clocks or whatever
22 you want to call them. Porcelain clocks they use
23 on the poles.
24 MR. ERZEN: Insulators.

1 THE WITNESS: Is that what you call them?
2 BY MR. PETRAKIS:
3 Q. What did you call them?
4 A. They are made out of porcelain. They
5 are very breakable.
6 Q. Porcelain plugs, is that what you called
7 them?
8 A. I don't know what you call them.
9 Q. Okay. Parts of transformers you said,
10 glass and steel parts of transformers.
11 How did you know they were parts of

12 transformers?
13 A. It was broken transformers crushed up
14 with broken glass pieces still remaining on them
15 and stuff like that.
16 Q. How did you know these pieces were from
17 transformers?
18 A. Because they had brand new transformers
19 sitting out in the corner of their lot and they
20 looked like those.
21 Q. I see.
22 So you could tell that the broken pieces
23 looked like they came from transformers.
24 A. Yes.

1 Q. How is that? Is that because you could
2 fit it together like a jigsaw puzzle?
3 MR. RANDOLPH: Object to the question.
4 BY MR. PETRAKIS:
5 Q. How could you tell that a broken piece
6 was from a transformer?
7 MR. RANDOLPH: I think he said they were
8 broken transformers that matched up in part to the
9 transformers that he saw that were new out in the
10 lot. He didn't say a small piece he could see was
11 a transformer. He saw broken pieces of
12 transformer.
13 BY MR. PETRAKIS:
14 Q. I don't think that's what you said, but
15 you have said that now so is that what you're now
16 saying?
17 MR. RANDOLPH: That's what he said before and
18 that's what he is saying now.
19 BY THE WITNESS:
20 A. Yes.
21 BY MR. PETRAKIS:
22 Q. Empty paint cans you said once in a
23 while.
24 How often?

1 A. Two or three times a week.
2 Q. Engine parts you said very little, I
3 think you said.
4 First of all, what kind of engine parts
5 are we talking about?
6 A. Wiring, spark plugs.
7 Q. Anything else?
8 How often?
9 A. Maybe once a week.
10 Q. You said small pieces of wooden poles
11 once in a while.
12 How often? What is once in a while?
13 A. I would say at least once a week.
14 Q. And you say it was coated, and when you

15 were asked what color, you said "Dark."
16 "Dark" meaning what, dark brown, dark
17 black?
18 A. Dark brown.
19 Q. I didn't hear what you said when you
20 described the odor. You used a word and I couldn't
21 hear what you said.
22 What was the odor like?
23 A. It had a strong smell to it.
24 Q. Did you ever discuss with anyone what

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1 the coating was on the poles?
2 A. No.
3 Q. I'm not sure I covered each of these.
4 How often were there rags in the waste?
5 A. Sometimes more than other times. I
6 would say there were some rags with each pickup.
7 Q. Okay. I presume there were corrugated
8 boxes with each pickup.
9 A. Yes.
10 Q. And floor sweepings with each pickup.
11 A. Yes.
12 Q. How about broken porcelain?
13 A. Maybe once a week.
14 Q. Oil cans?
15 A. Some each time.
16 Q. Transformer parts?
17 A. I would say about once a month.
18 Q. And the steel pints with the brake
19 fluid?
20 A. I would say at least once a week.
21 Q. Okay. Let's assign some percentages to
22 these, okay?
23 How much was corrugated boxes in a
24 typical pickup?

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1 A. 40 percent.
2 Q. Floor sweepings?
3 A. Five.
4 Q. Rags?
5 A. Another five.
6 Q. Oil cans on those occasions that there
7 were oil cans?
8 A. Oh, I would say about ten percent.
9 Q. All right. Once a week when there was
10 broken porcelain, what was the percentage of the
11 porcelain?
12 A. Two percent.
13 Q. Once a month when there were parts of
14 transformers, what percentage?
15 A. I would say eight percent.
16 Q. Twice a week when there were empty paint
17 cans, what percentage?

18 A. I'm sorry. I didn't hear you.
19 Q. Empty paint cans.
20 A. Empty paint cans I would say about five
21 percent.
22 Q. Once a week when there were engine
23 parts, what percent?
24 A. One percent.

1 Q. Once a week when there were small pieces
2 of wooden poles, what percent?
3 A. Seven percent.
4 Q. Once a week when there were steel pints
5 with brake fluid in them, what percent?
6 A. About one.
7 MR. PETRAKIS: Do we have handy Exhibits 2 and
8 3?
9 MR. RANDOLPH: If we are going to move on,
10 let's have this last one marked as an exhibit, if
11 we could, before we do that.
12 This will be Kirkegaard Deposition
13 Exhibit 18.
14 (WHEREUPON, a certain document was
15 marked O. Kirkegaard Deposition
16 Exhibit No. 18, for identification,
17 as of 8/17/93.)
18 MR. RANDOLPH: Just for the record, Kirkegaard
19 Deposition Exhibit 18 is the sketch that Mr.
20 Kirkegaard has made of the Commonwealth Edison
21 facility at Washington and Green Bay. He's drawn a
22 line around the building, which he has indicated is
23 the fence, and marked the back or south side of the
24 building as the dock area where he picked up the

1 waste, indicated the front part is less than half
2 his sketch as the office part of the building.
3 BY MR. PETRAKIS:
4 Q. Let me start with Kirkegaard Exhibit No.
5 3. This was the Waukegan Disposal accounts
6 receivable as of March 31st, 1972. I just want to
7 call your attention to the first page of this
8 exhibit, which actually says Page 3 at the top. It
9 lists Commonwealth Edison Company Nos. 1, 2, 3 and
10 4.
11 Do you see that?
12 A. Yes.
13 Q. Now, I realize this is from '72, but do
14 you know which of these four facilities are the two
15 that we are talking about today?
16 A. No.
17 Q. All right. Do you have any idea what
18 numbers 1, 2, 3 and 4 mean?
19 A. No.
20 Q. Okay. Let me show you Exhibit 2, and we

21 are on Page YC431.
22 There is a line for Commonwealth Edison
23 Company, I guess it's line 9, and it says -- well,
24 back one second.

1 I take it that the handwritten notations
2 in the first two columns are not your handwriting,
3 is that right?
4 A. This is not my handwriting.
5 Q. And that's not your handwriting where it
6 says "WD"?
7 A. That is my handwriting.
8 Q. I'm sorry. That is your handwriting?
9 MR. RANDOLPH: For the record, he said that
10 the handwriting in the second column which appears
11 to say "Garbage Only" is not his handwriting, and
12 "WD" in the first column appears to be his
13 handwriting.
14 THE WITNESS: Yes.
15 BY MR. PETRAKIS:
16 Q. And if I recall from the last time, it
17 was your belief that the reference to garbage only
18 simply meant that there was no liquid in the
19 garbage, is that right?
20 MR. RANDOLPH: Do you know what that reference
21 means at all?
22 THE WITNESS: No.
23 BY MR. PETRAKIS:
24 Q. Okay. It says in the fourth column,

1 which is "Box Size, 1 to 20" and "1 to 30."
2 What does that mean?
3 MR. RANDOLPH: Actually, it says "1-20" and
4 "1-30."
5 MR. PETRAKIS: Okay. Oh, that's right.
6 BY THE WITNESS:
7 A. That's the size of container. They had
8 one 20-cubic yard and they had one 30-cubic yard.
9 BY MR. PETRAKIS:
10 Q. So as of October of 1973 they only had
11 two containers.
12 A. Yes.
13 MR. RANDOLPH: As reflected on this document.
14 MR. PETRAKIS: Right.
15 BY MR. PETRAKIS:
16 Q. Well, all right. That raises another
17 question.
18 Do you know if, in fact, that is what
19 they had as of October of 1973?
20 MR. RANDOLPH: Object to the relevance as to
21 what they had on October '73, but go ahead, if you
22 know what they had in October of 1973.
23 BY THE WITNESS:

24 A. When we got the roll-up system, we got

1 that first part of 1970s, we changed Commonwealth
2 Edison to one fish box and one 30-yard open. The
3 20-yard was for the fish box. The 30-yard was for
4 all the dry material.
5 BY MR. PETRAKIS:
6 Q. Okay. So you are saying this is
7 accurate, as far as you know.
8 A. Yes.
9 Q. All right. The very last column, which
10 is not labeled at the top so I'm not sure what it
11 was intended to say, but I think it says, "1 pull a
12 week." Is that what it says?
13 MR. RANDOLPH: Can you read it?
14 BY THE WITNESS:
15 A. It's not my handwriting, but I think it
16 says, "1 pull per week."
17 MR. RANDOLPH: That's p-u-l-l.
18 THE WITNESS: Yes. It's "1 pull."
19 BY MR. PETRAKIS:
20 Q. Let's stop there for a minute.
21 Do you have any idea why it would say
22 one pull a week but then say five to six pulls a
23 month in another column?
24 A. No.

1 Q. All right. Five percent it says under
2 "1 pull a week."
3 Do you have any idea what that means?
4 MR. RANDOLPH: Don't guess.
5 BY THE WITNESS:
6 A. No. I think they were looking to see
7 how much corrugated was in each of those accounts,
8 and this is what that five percent comes out to
9 be.
10 BY MR. PETRAKIS:
11 Q. Okay. What leads you to believe that
12 that's what that column is for -- strike.
13 What leads you to believe that the five
14 percent is for the amount of corrugated?
15 A. In the early seventies, I remember that
16 we went through routes to see how much corrugated
17 was on each account, and it looked like to me this
18 is one of those surveys type of things.
19 All I did on this piece of paper put
20 this down here who hauled the different
21 (indicating) --
22 MR. RANDOLPH: The first column.
23 BY THE WITNESS:
24 A. That's all I did on this piece of paper.

BY MR. PETRAKIS:
Q. Do you remember using this form when you did the survey for corrugated boxes?
A. I did not do the survey.
Q. Okay. I think this is clear, but just one more time, and I apologize for the repetition.
As I understand it, the only document you have used, either in the last month or before your last deposition, to refresh your memory is a map like Exhibit 1.
A. Yes.
Q. When I say that, I don't mean -- obviously I mean before it has been filled in. Just a blank map of the Waukegan area, right?
A. Yes.
Q. Okay. I think you were asked this morning if you drove these routes in the last -- strike that.
I think you were asked if you retraced these routes in the last month. What I'd like to ask you is have you retraced these routes at all since the sixties when you stopped driving for Waukegan Disposal.
A. No.

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,)
6 Plaintiffs,) VOLUME II
7 v.)Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.)Judge Leinenweber
9 Defendants.)Magistrate Judge Rosemond
10
11
12 October 20, 1993
13 9:30 a.m.
14
15 The deposition of PEDER KIRKEGAARD
16 resumed pursuant to adjournment at The Marc Plaza
17 Hotel, 509 West Wisconsin Avenue, Milwaukee,
18 Wisconsin.
19
20
21
22
23
24

drywall to absorb all of the mud in the landfill.
Q. Do you know who ordered that?
A. I don't know who ordered that.
Q. Okay. Any other trucking companies that --
A. Yes. The Tewes Company would haul in fly ash from Commonwealth Edison Company.
Q. Any other trucking companies that may have come from, let's say, as far north as Kenosha or McHenry County?
A. Not that I recall.
Q. Now, at any time did you attempt to change the arrangement with the city with respect to the landfill operations such as who could dump and who couldn't dump?
MS. CLOKEY: I object to the form of the question.
What arrangement with the city?
MR. CHERVIN: Well, I think he testified to the fact that National Disposal operated the landfill, and the question is whether there were any attempts to change that operation that would have made it easier or harder for the other waste haulers to use the landfill site.

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,)
6 Plaintiffs,)VOLUME III
7 v.)Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.)Judge Leinenweber
9 Defendants.)Magistrate Judge Rosemond
10
11
12 October 21, 1993
13 9:40 a.m.
14
15 The deposition of PEDER KIRKEGAARD
16 resumed pursuant to adjournment at The Marc Plaza
17 Hotel, 509 West Wisconsin Avenue, Milwaukee,
18 Wisconsin.
19
20
21
22

LAW OFFICES OF
CAREY J. SCHIEVER, LTD.
1512 ARTAIUS PARKWAY
SUITE 300
LIBERTYVILLE, ILLINOIS 60048

CAREY J. SCHIEVER

TELEPHONE (708) 680-1123
FAX (708) 680-1124

May 27, 1993

Mr. Donald A. Lane
Keating, Muething & Klekamp
1800 Provident Tower
One East Fourth Street
P.O. Box 1800
Cincinnati, Ohio 45202

Re: Waukegan Community School, District No. 60, et al
v. Abbott Laboratories, et al.
Case No. 92 C 7592 (Yeoman Creek Landfill)
Our Client: FK Pattern & Foundry

Dear Mr. Lane:

In response to your April 15, 1993, I hereby answer your questions:

1. FK Pattern & Foundry is still operating at the address identified in the "facility" definition in the Request.

2. During the years, 1955-1969, FK Foundry operated as a wood pattern shop and as an aluminum and brass foundry.

3. Our clients have looked through all their archive files for the documents requested from that time period.

4. FK Foundry's standard procedure is that they retain documents for 7 years. After that time, they are destroyed.

After your review, please advise if you require any further information. Thank you.

Very truly yours,

CAREY J. SCHIEVER, LTD.

Carey J. Schiever

Carey J. Schiever

jmd
c: FK Pattern and Foundry

Depo. Exerpts

SUMMARY FOR FK PATTERN & FOUNDRY CO.

Throughout the relevant time period, FK Pattern & Foundry Co. ("FK Pattern") was located at 1400 Morrow Avenue in North Chicago, Illinois. (Ex. 1) At this location, FK Pattern operated a wood pattern shop and an aluminum and brass foundry. (Ex. 1)

Beginning in the mid-1960's, FK Pattern became a twice per week customer of Waukegan Disposal. (Ole Kirkegaard 684; Ladewig affidavit at ¶22) FK Pattern used six to eight 55-gallon drums for its waste disposal. (Ole Kirkegaard 685) The waste emptied from these drums by Waukegan Disposal included "very heavy pieces of molding" made of sand, loose moist sand, corrugated cardboard, broken pallets, office waste, floor sweepings and oily rags. (Ole Kirkegaard 685-86; Ladewig affidavit at ¶22)

All of the waste picked up from FK Pattern was delivered to the Edwards Field/Yeoman Creek landfills ("The Site") by Waukegan Disposal. (Ole Kirkegaard 687)

In summary, FK Pattern arranged for the disposal of at least a total of 170 cubic yards of waste per year at the Site from approximately 1964 to 1969. (Ole Kirkegaard 685-686; Vernon Ladewig affidavit at ¶ 22)

The following issues should be addressed in the Allocation Counsel's investigation:

1. Determine the nature and volume of the various types of sand disposed of by FK Pattern during the relevant time period.

2. Determine the components of FK Pattern's waste stream during the relevant time period.

3. Determine the nature and volume of each component in FK Pattern's waste stream during the relevant time period.

157459.1

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,) V. IV
6 Plaintiffs,)
7 v.)Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.,)Judge Leinenweber
9 Defendants.)Magistrate Judge Rosemond
10
11 August 17, 1993
12 9:30 a.m.
13
14 The deposition of OLE KIRKEGAARD resumed
15 pursuant to adjournment at Suite 6600, 233 South
16 Wacker Drive, Chicago, Illinois.
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24

A. Yeoman Creek Landfill.
Q. Do you recall a company called F.K. Pattern and Foundry?
A. Yes.
Q. Where were they located?
A. On Morrow Avenue in North Chicago.
Q. Who handled their waste during the 1960s?
A. Waukegan Disposal.
Q. Through what portion of the 1960s?
A. I believe mid-sixties till the end of the late sixties.
Q. What route was that on?
A. That was on the morning route.
Q. Which one?
A. The Belvidere route.
Q. How many locations did you pick up at F.K. Pattern and Foundry?
A. There was two locations.
Q. Could you describe the physical layout of those two locations?
A. The building is on the southeast side of Morrow Avenue. One location was in the back in the alley, and the other location was in the front

location with the street.
Q. Were they kept on the pavement or on any type of elevated dock?
A. It was ground level.
Q. On both locations?
A. Yes.
Q. What type of containers were used?
A. 55-gallon drums, steel drums.
Q. Do you recall how many in each location?
A. They had, I would say, three or four in each location.
Q. How many times a week did you pick up there?
A. I believe that was twice a week.
Q. What type of business was operated at that facility?
A. I believe there was a molding company. They made parts and the mold they used was made out of sand, I believe.
Q. Do you recall the type of waste?
A. Very heavy pieces of molding.
Q. You say "pieces of molding."
Could you be more specific in describing what you mean by "pieces of molding"?

A. Well, when they make a mold, if it

2 breaks, they throw the whole thing away, and that's
3 the pieces we picked up.
4 Q. What was it made out of?
5 A. Sand, I believe.
6 Q. Was there also loose sand in the waste?
7 A. Yes.
8 Q. Do you recall was there any moisture in
9 the loose sand?
10 A. Yes, there was moisture.
11 Q. What color was it?
12 A. It was brownish color, dark brown.
13 Q. Okay. Do you recall any other type of
14 waste at F.K. Pattern besides the sand, the molds,
15 the moist sand?
16 A. They had corrugated, pieces of pallets
17 and little office paper, too.
18 Q. Do you recall any rags?
19 A. Rags, also, with floor sweepings.
20 Q. Okay. Were the floor sweepings and rags
21 moist?
22 A. Yes.
23 Q. Do you recall what type of material?
24 A. It was kind of oily type of --

1 Q. Do you recall the name of any
2 individuals you dealt with at F.K. Pattern and
3 Foundry?
4 A. The owner of the company, his name was
5 Frank.
6 Q. Do you recall his last name?
7 A. I don't recall his last name.
8 Q. Where did their waste go?
9 A. Yeoman Creek.
10 Q. Do you recall there being a Hudson Oil
11 station in Waukegan during the sixties?
12 A. Yes.
13 Q. Where was that located?
14 A. West Belvidere Street. West of Green
15 Bay Road on the south side of Belvidere.
16 Q. Was that a gas station or a service
17 station?
18 A. I'm sorry. On the north side of
19 Belvidere.
20 Q. Okay.
21 A. That was a gas station.
22 Q. Okay. They didn't do service or
23 maintenance work there.
24 A. No.

1 IN THE UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 WAUKEGAN COMMUNITY SCHOOL)
5 DISTRICT NO. 60, et al.,) V. V
6 Plaintiffs,)
7 v.)Case No. 92 C 7592
8 ABBOTT LABORATORIES, et al.,)Judge Leinenweber
9 Defendants.)Magistrate Judge Rosemond
10
11 August 18, 1993
12 9:30 a.m.
13
14 The deposition of OLE KIRKEGAARD resumed
15 pursuant to adjournment at Suite 6600, 233 South
16 Wacker Drive, Chicago, Illinois.
17
18
19

A. Well, we started at -- do you want me to show you on the map?
MR. RANDOLPH: Do you want to look on the map?
MS. PICKER: If that helps, sure.
MR. RANDOLPH: Don't draw anything on there, but go ahead.
THE WITNESS: No.
BY THE WITNESS:
A. We started south of Water Street and worked our way south on Sheridan Road coming down through North Chicago Refiners & Smelters down here (indicating).
BY MS. PICKER:
Q. Okay.
A. There was a lot of commercial accounts, smaller accounts.
Q. So it was mainly smaller commercial accounts before that.
A. Yes.
Q. All right. After you picked up North Chicago Refiners & Smelters' waste, who was after them on the route?
A. There was one they called F & K Pattern

on Laurel Avenue.
Q. Is it possible to describe those stops afterwards?
Were they also mainly smaller commercial accounts or were they more industrial?
Is it possible to describe those later stops?
A. They were smaller commercial accounts.
Q. Okay. So also smaller commercial accounts.
A. Yes.
Q. How would you describe North Chicago Refiners & Smelters? Were they a smaller commercial account?
A. Yes.
Q. All right. Again, on the morning route, did you drive the same truck to North Chicago Refiners & Smelters?
Was the same truck driven every day?
A. Yes.
Q. Okay. What kind of truck was that?
A. That was a leach packer.
Q. What size was that?
A. 25 cubic yards.

Q. Okay. Now, let's switch over and talk about the afternoon route.

3 I'm still talking about North Chicago
4 Refiners & Smelters, but on the afternoon route
5 what stop along the route was it?
6 A. Second or third stop on the afternoon
7 route.
8 Q. All right. When you got to North
9 Chicago Refiners & Smelters, how full was your
10 truck?
11 A. I would say about a quarter.
12 Q. So then the truck usually filled up some
13 point after you picked up from North Chicago
14 Refiners & Smelters.
15 A. Yes.
16 Q. Okay. At what sites did you pick up on
17 the afternoon route before you went to North
18 Chicago Refiners & Smelters?
19 A. Fansteel Corporation.
20 Q. Okay. Anybody else?
21 A. No.
22 Q. Okay. How about after?
23 A. After North Chicago?
24 Q. Yes.

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

AFFIDAVIT OF VERNON T. LADEWIG, JR.

I, Vernon T. Ladewig, Jr. having first been duly sworn upon oath, do hereby depose and state as follows:

1. I have personal knowledge of the facts set forth in this affidavit and would be competent to testify thereto.

2. I reside at 1341 Eastview Drive, Waukegan, Illinois 60085.

3. From 1964 to 1970 I was employed by the Waukegan Disposal Company. During 1968 through 1970 I worked for Waukegan Disposal Co. full time. Prior to that time, for about four years, I worked part-time. My duties included driving a garbage truck, picking up waste from commercial customers, and hauling the waste to whatever dump site Waukegan Disposal was using at the time. For the first month or so that I worked for Waukegan Disposal, we used the landfill that is now Edwards Field. When it filled up and closed we changed to the Yeoman Creek Landfill in Waukegan, Illinois for disposal. Sometime in 1969, Waukegan Disposal stopped using the Yeoman Creek Landfill.

4. Except where indicated otherwise in my testimony below, all customers' waste was picked up from one-yard dumpsters which the customers kept outside of their buildings. These dumpsters routinely contained a variety of materials including paper, metal, rags, wood -- basically all the wastes the customer generated except those disposed down a sewer.

handled these pick-ups. They were a customer during the entire time I worked for Waukegan Disposal.

20. Ace Hardware on Genesee sent barrels of broken glass, hardware, containers with liquid, packaging, etc. daily. We picked up approximately 8 barrels per day. They were a customer during the entire time I worked for Waukegan Disposal.

21. Chicago Rubber Co. on Market Street sent rubber pieces and shavings. We picked up one yard per week. They were a customer during the entire time I worked for Waukegan Disposal until their plant burned down about 1970.

22. F.K. Patterns & Foundry sent foundry sand and used molds. We picked up one yard twice per week. They were a customer during the entire time I worked for Waukegan Disposal.

23. Goelitz Candy on Morrow in North Chicago sent baled used sugar bags, once or twice per month.

24. Gordons Auto sent paper, sand, brake drums and grindings, brake shoes, etc. We picked up 2 dumpsters per week. They were a customer during the entire time I worked for Waukegan Disposal.

25. Larson & Peterson Paint was a customer. They were a customer during the entire time I worked for Waukegan Disposal.

26. Huron Cement (National Gypsum) at Marquet Street sent broken cement bags. We picked up at least one yard, three times per week. Huron would sometimes call for additional

Circuit's found the dispositive issue to be whether the current owner took part in the activity that caused the contamination problem, not whether it knew of the contamination when it bought the property. See AMI v. DataCard, attached, at p. 3 of 13.

The Waukegan Park District incurred response costs at Edwards Field when EPA first notified it of the potential contamination. It hired Warzyn, an environmental consultant, to investigate possible contamination of dirt on the baseball field to determine whether citizens that had used the baseball field had been exposed to contaminants, and fortunately found that they had not. The Park District has asserted a §107 joint and several liability claim against each plaintiff for reimbursement of the study costs; when the prejudgment interest allowed by CERCLA is added, the value of the work performed by Warzyn substantially exceeds $100,000. Under the Seventh Circuit precedents in Rumpke and AMI v. DataCard, we believe the district court should order the major PRPs reimburse the Waukegan Park District for this study rather than receive additional funds from them. Despite this fact, the Park District faces the substantial expenses of defending itself as the litigation moves forward . You and I discussed the hopeful signs for an impending global settlement several weeks ago, but the plaintiffs have recently taken positions that have caused settlement negotiations to collapse. I am forwarding a copy of the Magistrate's Report to Judge Leinenweber reporting on this turn of events. He proposes a process designed to prevent plaintiffs from bludgeoning the small parties, like the Park District, with expensive discovery demands to get them to pay more than their shares of cleanup costs, but the plaintiffs have made a contrary proposal.

Under the circumstances, I strongly reiterate my request that EPA not name the Park District in your Special Notice Letter. The Park District has consistently committed to provide all access and cooperation that is necessary for EPA, or the major PRPs, to fully conduct any cleanup actions at Edwards Field. If you would like a written access agreement, I would be pleased to work one out with you. There is absolutely no need to name the Park District in a notice letter, or an order, to achieve this access. Doing so would only impose further burdens on an innocent party that has already been substantially burdened by this process.

Sincerely,

WILDMAN, HARROLD, ALLEN & DIXON

Thomas W. Daggett

TWD:jeg
Enclosure
cc: J. Bell/EPA Superfund

Yeoman Creek Landfill Superfund Site

Checklist for Pre-Filing Notice Exceptions

The following check list should be used prior to providing pre-filing notice to a proposed defendant. If any of the following questions is answered in the affirmative, pre-filing notice should not be given.

1. Does the proposed action seek to seize property or to seize or forfeit assets that are subject to forfeiture?

_____YES ___✓___NO

2. Is the proposed action a bankruptcy, insolvency, conservatorship, receivership, or liquidation proceeding?

_____YES ___✓___NO

3. Are the assets that are the subject of the proposed action, or the assets that would satisfy the judgment, subject to flight, dissipation, or destruction?

_____YES ___✓___NO

4. Do exigent circumstances exist which make providing pre-filing notice impracticable, or would providing notice defeat the purpose of the litigation (i.e., actions seeking temporary restraining orders or preliminary injunctions)?

_____YES ___✓___NO

5. Has the Attorney General determined that this class of cases is one in which providing pre-filing notice would defeat the purpose of the litigation?

___✓___YES _____NO Pre-filing notice will be accomplished through a Special Notice Letter.

THE COMPLETED CHECKLIST MUST BE MAINTAINED IN EACH THE FILE OF EACH CASE REFERRED TO THE DEPARTMENT OF JUSTICE, REGARDLESS OF WHETHER EPA OR DOJ GIVES NOTICE IN THE PARTICULAR CASE.

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225 WEST WACKER DRIVE
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(312) 201-2000
FAX: (312) 201-2555

THOMAS W. DAGGETT
(312) 201-2506

October 17, 1996

Via Facsimile
and U.S. Mail

Mr. Stuart P. Hersh
Assistant Regional Counsel
United States Environmental Protection Agency
Multi-Media Branch
Section 1 - 5CS-TUB-3
77 W. Jackson Boulevard
Chicago, Illinois 60604

Re: Yeoman Creek Superfund Site/Edwards Field

Dear Mr. Hersh:

As you know, the Waukegan Park District has sought a de minimis land owner settlement from EPA for several years at the Yeoman Creek Site. As detailed in my earlier letters, the Park District acquired Edwards Field years after all landfilling stopped, and used it only as a baseball field. Our settlement negotiations have been on hold, however, while EPA worked to complete ROD and the court conducted an Alternative Dispute Resolution (ADR) process.

Now that the ROD has been issued and the ADR process is concluding[1], I urgently request the EPA to proceed with de minimis landowner settlement negotiations so that the Park District and other de minimis landowners have an opportunity to settle with EPA before they are forced to bear the substantial expense of responding to increased litigation and administrative activities.

---

[1] The final Revised Allocation Report has been out for 18 months, and led to agreement by only five de minimis generators to a "settlement in principal." (See magistrate's report of October 2, 1996, attached.) Plaintiffs have shown no interest in settling with the Park District at the level set in the Revised Allocation Report. It appears that the litigation will heat up again when the five de minimis generator settlements are completed. After our telephone conversation on October 4, 1996, I confirmed that the Revised Allocation Report developed in the Alternative Dispute Resolution (ADR) process is subject to a confidentiality order from the court.

At very least, I urgently request that EPA decide not to name any of the potential de minimis landowner settlers in the Special Notice Letter. Such a decision would not commit EPA in advance to ultimately enter a de minimis landowner settlement. It would allow the Park District and the other de minimis landowners, however, to avoid the further substantial expenditure of time and money to respond to the litigation and the Special Notice Letter while we negotiate with EPA.

As I have previously informed you, the Waukegan Park District stands ready to negotiate voluntary agreements to provide all access and cooperation that is necessary for the major responsible parties or EPA to conduct cleanup activities on its Edwards Field property. We hope to make such access agreements a part of a de minimis landowner settlement, but will negotiate them separately if necessary. Either way, there is simply no need whatsoever for EPA to name the Park District on the Special Notice Letter or on any Unilateral Administrative Order to obtain this access and cooperation. Furthermore, I reiterate my offer on behalf of the Park District to take the lead in coordinating with other de minimis landowners to seek to obtain necessary access and cooperation from them in negotiating an overall de minimis landowner settlement document.

The citizens of Waukegan are already bearing the costs of site cleanup through the naming of the City and the School District as PRPs. These taxpayers certainly deserve expedited action from the federal EPA to negotiate a prompt de minimis settlement with the Park District. I believe that the Park District would ultimately be dismissed from the private cost recovery case; unfortunantly it would have to spend extensive public funds to defend that litigation before it could obtain a final ruling. This is precisely the kind of case intended by CERCLA for EPA to provide a de minimis land owner settlement without actual adjudication of the innocent landowner provisions. At very least, EPA should exercise its discretion to leave the Park District off the list of recipients for the Special Notice Letter while it decides whether and how to work out the terms of

a de minimis landowner settlement when such negotiations fit within EPA's schedule of activities at the site.

Sincerely,

WILDMAN, HARROLD, ALLEN & DIXON

Thomas W. Daggett

TWD:jeg
Enclosure
cc: J. Bell, EPA/Superfund

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

WAUKEGAN COMMUNITY SCHOOL, DISTRICT NO. 60, et al.,	)	
Plaintiffs,	)	Case No. 92 C 7592
v.	)	**Judge Leinenweber**
ABBOTT LABORATORIES, et al.,	)	
Defendants.	)	

REPORT

Settlement conference held on September 30th. Five parties settled in principle pending de minimis Consent Decree. Several other smaller parties anticipate joining as signatories.

Dated: October 2, 1996

W. Thomas Rosemond, Jr.
W. Thomas Rosemond, Jr.
United States Magistrate Judge

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March 13, 1997

Mr. Stuart P. Hersh
Assistant Regional Counsel
United States Environmental Protection Agency
Multi-Media Branch
Section 1 - 5CS-TUB-3
77 W. Jackson Boulevard
Chicago, Illinois 60604

Re: Waukegan School District No. 60, et al v. Abbott, et al.
Yeoman Creek Landfill/Edwards Field Superfund Site

Dear Stuart:

As you know, I have repeatedly requested that EPA not name the Waukegan Park District on Special Notice Letters at the Yeoman Creek Site based upon our view that the Park District is an innocent landowner. This view is supported by two recent decisions of the Seventh Circuit Court of Appeals, Rumpke v. Cummins Engine, __ F.3d __(Feb. 19, 1997) and A.M. International v. DataCard , __ F.3d __ (Feb. 11, 1997). Both address current owners of contaminated property who did not own the property at the time that the contamination occurred. As you know, this is the situation in which the Waukegan Park District finds itself as the current owner of Edwards Field. While such parties fit within the "current owner" liability category in CERCLA §107(a)(1), the court holds that parties who are liable merely due to their status as landowners and did not take part in actions that created the contamination can assert CERCLA §107 joint and several liability claims to recover response costs they expend on the property. Such parties fit within the exception set out in Akzo v. Aigner, 30 F.3d 761 (7th Cir.1994), which limited PRPs who did participate in creating the contamination to contribution claims under §113. In explaining its analysis, the Seventh Circuit points out that these 107 claims by current owners can be viewed as claims for contribution by current owners whose equitable share is zero. See Rumpke, attached, at p. 11 of 15.

The major PRPs at the Yeoman Creek site, who are plaintiffs in the Waukegan v. Abbott contribution action, have questioned whether Waukegan Park District performed sufficient inquiry into hazardous substance contamination of Edwards Field, when it took title in 1968, to meet the requirements of an innocent purchaser defense under CERCLA §107(b)(3) and §101(35), almost five years after the landfill was closed and converted to a baseball field. In the AMI v. DataCard case, however, it was clear that the current owner was fully aware of extensive contamination of the property when it took title, yet the Seventh Circuit still held that it could pursue a §107 joint and several liability claim. The Seventh