28520

GARDNER, CARTON & DOUGLAS
SUITE 3400-QUAKER TOWER
321 NORTH CLARK STREET
CHICAGO, ILLINOIS 60610-4795
(312) 644-3000
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TELECOPIER: (312) 644-3381
WASHINGTON, D.C.

WRITER'S DIRECT DIAL NUMBER
JOHN W. WATSON
(312) 245-8749

October 6, 1995

VIA MESSENGER

Ms. Cynthia Kawakami
United States Environmental Protection Agency
Region V Office of Regional Counsel
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

Re: ***Conservation Chemical Company of Illinois, Gary, Indiana Site***

Dear Ms. Kawakami:

In September of last year, Outboard Marine Corporation ("OMC") received from the United States Environmental Protection Agency ("U.S. EPA") a General Notice of Potential Liability alleging that OMC may be liable for response costs at the Conservation Chemical Company of Illinois ("CCCI") site in Gary, Indiana (the "Gary Site"). Since that time, OMC has reviewed its own files, a substantial amount of information from the U.S. EPA Region V document depository regarding the Gary Site and the court docket from the *U.S. v. Conservation Chemical* litigation (Civil Action No. 82-0983-CW-W-5) filed in federal court in Kansas City, Missouri involving the cleanup of a CCCI Site located in Kansas City (the "Kansas City Site").

As more fully set forth below, based on the review of this information, OMC believes that no basis exists to support U.S. EPA's contention that OMC has any liability at the Gary Site. In 1989, OMC paid $21,000 to the 6500 Industrial Highway Group to extricate itself from liability in this matter. It was OMC's understanding that the payment would resolve any potential liability at that time. Further, the documents that U.S. EPA now relies upon to establish OMC's liability at the Gary Site are identical to the documents which purported to establish OMC's liability at the Kansas City Site. OMC previously resolved its liability for the waste shipments identified on these documents during the Kansas City litigation through the payment of a substantial settlement. Importantly, U.S. EPA itself established the facts that determined that claims against OMC should be appropriately resolved in the Kansas City litigation, not as part of the Gary Site. Specifically, testimony elicited in the Kansas City litigation by U.S. EPA's own counsel conclusively established that no cyanide was treated at the Gary Site during the

timeframe reflected by the OMC documents. U.S. EPA also established that all cyanide waste sent to the Gary Site during these years was transshipped to the Kansas City Site for ultimate disposal.

OMC recently received information that U.S. EPA has submitted a settlement offer to the *de minimis* potentially responsible parties ("PRPs") at the Gary Site. Again, the proposed settlement calls for OMC to contribute even more funds to U.S. EPA for the resolution of claims involving the Gary Site. In the spirit of compromise and in recognition of the status of the initial site work as a "removal" action, OMC, in good faith, agreed once to expend funds for the cleanup of the Gary Site even though U.S. EPA had established, in the Kansas City litigation, that no liability existed for OMC at the Gary Site. U.S. EPA's new attempt to extract even more funds from OMC is completely unjustified, arbitration and wholly lacking any support in law or fact. Consequently, OMC demands that U.S. EPA acknowledge that OMC is not a potentially responsible party at the Gary Site and cease any further proceedings against the Company.

I. THE DOCUMENTS U.S. EPA ALLEGES ESTABLISH OMC'S LIABILITY AT THE GARY SITE ARE THE SAME DOCUMENTS USED TO ESTABLISH OMC'S LIABILITY IN THE KANSAS CITY LITIGATION, WHICH OMC SETTLED IN 1985

Attached as Exhibit A are the documents obtained pursuant to a Freedom of Information Act request from U.S. EPA Region V document depository for the Gary Site, which U.S. EPA apparently claims establishes OMC's liability at the Gary Site. These documents are identical to documents used in the Kansas City litigation to establish OMC's liability at the Kansas City Site. *See* Exhibit B, list and comparison of OMC Kansas City and Gary Documents. As noted previously, OMC resolved its liability arising out of the alleged shipments of waste to the Kansas City Site. In that settlement, OMC accepted responsibility for shipments totaling 4,620 gallons even though the documents showed that only 2,075 gallons of waste were actually sent by OMC directly to the Kansas City Site. The remainder of the share assigned to OMC arose from documents that appeared to indicate shipments and other transactions between OMC and the Gary Site. These shipments were included by virtue of the fact that U.S. EPA established in the Kansas City litigation that cyanide waste had been transshipped to the Kansas City Site from the Gary Site.

U.S. EPA need go no further than the face of these documents to verify that OMC has already resolved its liability for the waste shipments at issue in the Gary matter. Regardless of when and in what forum this matter was resolved, any claim by U.S. EPA that OMC has any additional liability here can only be construed as an attempt by U.S. EPA to compel OMC to pay for liability that has clearly been resolved. Such a position is unwarranted, wholly lacking in legal justification and an abuse of the Agency's discretion. This is especially true given that,

despite its clear absence of liability here, OMC contributed substantial sums of money to the fund the removal activities previously conducted at the Gary Site.

II. U.S. EPA CONCLUSIVELY ESTABLISHED DURING THE KANSAS CITY LITIGATION THAT ALL CYANIDE WASTE WAS TRANSSHIPPED FROM THE GARY SITE TO THE KANSAS CITY SITE FOR TREATMENT.

In addition to the unequivocal nature of the documents, an examination of the evidence developed and relied upon by U.S. EPA in the Kansas City litigation identifies a considerable amount of support for the fact that OMC's liability was rightfully resolved in the Kansas City matter. In the Kansas City litigation, OMC's liability was premised on testimony principally from Norman Hjersted, the President of CCCI, that waste sent to Gary was subsequently transshipped to Kansas City and that no cyanide waste was treated at the Gary Site. Specifically, the transshipment issue was explored in the Kansas City litigation through government interrogatories to CCCI and by questioning during 21 days of deposition testimony by Mr. Hjersted.

Mr. Hjersted was extensively questioned, principally by U.S. EPA's own counsel, Daniel Shiel, on the issue of transshipment of wastes, particularly cyanide-bearing wastes, from the Gary Site to Kansas City during the lengthy depositions. *See* Exhibit F, Transcript of November 19, 1984 Hjersted Deposition, pp. 25-29, 96-97 (Document No. 4588); Exhibit G, Transcript of November 20, 1984 Hjersted Deposition, pp. 12, 47-53, 70-74, 119-20 (Document No. 4589); and Exhibit H, Transcript of November 29, 1984 Hjersted Deposition, pp. 24-25, 52-60 (Document No. 4592). The government also inquired about transshipment between Gary and Kansas City in interrogatories to Conservation Chemical. *See* Exhibit K, Answers of Defendant to Plaintiff's First Set of Interrogatories to Defendant Conservation Chemical Company, pp. 4-5 (Document No. 74).

The U.S. EPA and others established the following during the extensive deposition testimony of Mr. Hjersted taken in the Kansas City litigation:

- Mr. Hjersted repeatedly stated during the deposition that no cyanide waste was treated or disposed at the Gary Site. *See* Exhibit D, Transcript of October 31, 1984 Hjersted Deposition, pp. 73-76 (Document No. 4580); Exhibit F, pp. 25-29; and Exhibit H, pp. 24-25.

- Mr. Hjersted stated that because Gary did not treat cyanide waste, all cyanide waste shipped to Gary was transshipped to the Kansas City Site for treatment. *See* Exhibit C, Transcript of September 26, 1984 Hjersted Deposition, pp. 186-87, Exh. 9 (Document No. 4578); Exhibit D, pp. 73-81; Exhibit F, pp. 96-99, Exh. 333 ; Exhibit G, pp. 12, 47-53, 70-74, Exh. 361; Exhibit H, pp. 52-60; Exhibit I, Transcript of January 9, 1985 Hjersted Deposition, pp. 89-91

(Document No. 4595); Exhibit J, Transcript of January 11, 1985 Hjersted Deposition, Exh. 712 (Document No. 4597); and Exhibit K, pp. 4-5.

- Mr. Hjersted stressed that all cyanide waste received by Conservation Chemical through the late 1970's was treated at the Kansas City facility only. *Id.*

- Mr. Hjersted testified that the cyanide waste was shipped in bulk either in drums or by rail car from the Gary Site to the Kansas City Site for treatment. *See* Exhibit D, pp. 77-78; Exhibit F, pp. 96, 111-12; Exhibit G, pp. 49, 70-71; and Exhibit I, pp. 89-91.

The invoices and shipping documents attributed to OMC at the Gary Site indicate shipments of spent cyanide plating bath and solid cyanide waste during the 1970's. *See* Exhibit A. These were the years during which Mr. Hjersted testified that all cyanide waste was transshipped from the Gary Site to the Kansas City Site and that no such waste would have been treated at the Gary Site. Based on facts established by U.S. EPA's counsel and others in the Kansas City litigation, no legal basis exists for U.S. EPA's contention that OMC has any liability for shipments to the Gary Site.

III. INVOICES AND BILLS OF LADING INDICATING A GARY, INDIANA ADDRESS DO NOT DEMONSTRATE THE DESTINATION FOR THE SHIPMENTS WAS THE GARY SITE.

Finally, in addition to testimony from Mr. Hjersted regarding the transshipment of cyanide waste to the Kansas City Site, Mr. Hjersted also testified during depositions in the Kansas City litigation that the address at the top of invoices and bills of lading and other documents suggesting that the actual destination of shipments was the Gary Site are irrelevant for determining the destination of waste shipments. *See* Exhibit C, pp. 151-52, 171; Exhibit E, Transcript of November 14, 1984 Hjersted Deposition, pp. 25-26 (Document No. 4585); and Exhibit I, pp. 108. The corporate headquarters for Conservation Chemical were moved to Gary in 1969, and all documents, even invoices for shipments directed to other Conservation Chemical sites in Kansas City and St. Louis, were printed with the Gary Site's letterhead. *Id.* Further, Mr. Hjersted testified that the significance of the "K" and "G" prefixes to the invoice numbers simply referred to the account that was credited for the transaction and does not indicate the facility where the wastes were sent. *See* Exhibit C, pp. 33, 171, 181-83; Exhibit H, pp. 24-25; and Exhibit I, pp. 25-30, 107-08. Mr. Hjersted also stated that CCCI employees often located the wrong CCCI facility as the destination for waste shipments, rendering all of the CCCI documents unreliable for demonstrating that a company sent wastes to a particular CCCI-Site. *Id.* In fact, Mr. Hjersted testified that CCCI employees continued to use Gary letterhead after corporate operations moved back to the Kansas City Site in the late 1970's. *See* Exhibit E, pp. 25-26.

Consequently, the mere fact that the documents with which U.S. EPA seeks to prove that OMC shipped wastes to the Gary site are labeled with the name and address of CCCI-Gary does not indicate the shipments were sent to Gary. As Mr. Hjersted noted, from 1969 to 1976 all invoices, documents and other correspondence of Conservation Chemical carried the name and address of the Gary Site because it was where the corporate operations for Conservation Chemical were located. The OMC documents all fall within the period where the Gary site was the corporate headquarters for Conservation Chemical. Therefore, the mere fact that the documents are labeled with the Gary facility and address does not indicate that the Gary facility was the location where the OMC wastes were shipped. The notation of the Gary Site on these documents carries little significance beyond identifying the seat of the corporate operations of Conservation Chemical during the years the shipments were made.

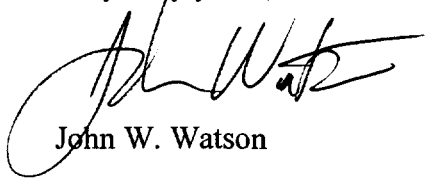
IV. CONCLUSION

Absolutely no basis exists for U.S. EPA's contention that OMC has any liability for the cleanup of the Gary Site. U.S. EPA cannot dispute the fact that OMC resolved, in the Kansas City litigation, its liability for the shipments which are at issue in this matter. Further, it is also undisputed that the testimony elicited by U.S. EPA's own counsel established that all of OMC's waste apparently sent to the Gary Site was transshipped to the Kansas City Site.

In light of these facts and evidentiary support and, perhaps most importantly, in light of the fact that OMC in good faith contributed $21,000 to the funding of the initial removal actions at the Gary Site, U.S. EPA's current position regarding OMC's liability at the Gary Site can only be construed as a disingenuous attempt by the Agency to extract clearly unjustified compensation from OMC. The Agency must be bound by its own documents and the evidence it relied upon in the earlier proceedings as a basis for establishing the liability of OMC and others. Consequently, U.S. EPA must acknowledge that OMC has no liability in this matter. To that end, OMC requests formal written confirmation that OMC is no longer a potentially responsible party at the Gary Site. To the extent that U.S. EPA disagrees with OMC regarding this matter, OMC demands an immediate and detailed response from the Agency explaining the bases for such a position.

Thank you for your cooperation in this matter. OMC looks forward to your response and the expeditious resolution of this matter.

Very truly yours,



John W. Watson

Attachments

cc: Maribeth Flowers
Richard J. Kissel
Lewis T. Putman, Jr.

RECEIVED
OCT 10 1995
U.S. EPA, Region 5
Office of Regional Counsel

EXHIBITS
OCTOBER 6, 1995 OUTBOARD MARINE CORPORATION LETTER
REGARDING CONSERVATION CHEMICAL COMPANY OF ILLINOIS
GARY, INDIANA SITE

LIST OF EXHIBITS

Exhibit A	Documents attributed to OMC by U.S. EPA at the CCCI-Gary Site.
Exhibit B	List of documents attributed to OMC during U.S. v. CCC Kansas City litigation.
Exhibit C	Excerpt from Transcript of September 26, 1984 Deposition of Norman Hjersted (Document No. 4578).
Exhibit D	Excerpt from Transcript of October 31, 1984 Deposition of Norman Hjersted (Document No. 4580).
Exhibit E	Excerpt from Transcript of November 14, 1984 Deposition of Norman Hjersted (Document No. 4585).
Exhibit F	Excerpt from Transcript of November 19, 1984 Deposition of Norman Hjersted (Document No. 4588).
Exhibit G	Excerpt from Transcript of November 20, 1984 Deposition of Norman Hjersted (Document No. 4589).
Exhibit H	Excerpt from Transcript of November 29, 1984 Deposition of Norman Hjersted (Document No. 4592).
Exhibit I	Excerpt from Transcript of January 9, 1985 Deposition of Norman Hjersted (Document No. 4595).
Exhibit J	Excerpt from Transcript of January 11, 1985 Deposition of Norman Hjersted (Document No. 4597).
Exhibit K	Excerpt from *Answers of Defendant to Plaintiff's First Set of Interrogatories to Defendant Conservation Chemical Company* (Document No. 74).

COPY

INVOICE

CONSERVATION CHEMICAL COMPANY

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE APRIL 6, 19 72

EVINRUDE MOTORS
DIV. OF OUTBOARD MARINE CORP
6151 NORTH 64TH ST.,
MILWAUKEE, WISCONSIN 53218

CUSTOMER'S ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO.
4864	4-4-72	OUR TRUCK	NET 30 DAYS		

QTY. ORD'D	QTY. B.O.	DESCRIPTION	QTY. SHIP'D	UNIT PRICE	AMOUNT
		PICK UP AND DISPOSAL WASTE SPENT CYANIDE SOLUTION			
		24 DRUMS B/L#7807	24	$ 15.00	$ 360 00
		PICK UP CHARGE			50 00
					$ 410 00
302-3576					

6/24/72
150563

"Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended

...ing has been issued and is not ...ing, nor is any or duplicate, covering the ... herein, and is intended solely for filing or record.

... of the receipt by the carrier of the property described in the Original Bill of Lading.

...RUDE MOTORS

DIVISION OF OUTBOARD MARINE CORPORATION

AGENT'S NO.

...AUKEE, WISCONSIN

SHIPPER'S NO.

...ch 27, 19 72 Pickup Company 64843

CONSIGNED TO Conservation Chemical Co. 6500 Industrial Highway

(Mail or street address of consignee—For purposes of notification only.)

DESTINATION Gary, STATE OF Ind. COUNTY OF

ROUTE

DELIVERING CARRIER CAR OR VEHICLE INITIAL NO.

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	*WEIGHT (Subject to Correction)	Class or Rate	Ck. Col.
	CARTONS MOTORS OUTBOARD MARINE OR PARTS THEREOF NOI			
	CARTONS MOTORS OUTBOARD MARINE OR PARTS THEREOF NOI			
24 Drums	Copper Cyanide	13464		
	4			

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

† EVINRUDE MOTORS

(Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier.

Per

(The signature here acknowledges only the amount prepaid.)

Charges advanced: $

† (Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

PACKING LIST

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EVINRUDE MOTORS, Shipper, Per AG

Permanent post-office address of shipper: MILWAUKEE, WIS., U. S. A.

Agent

Per

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Freight Classification.

THIS SHIPPING ORDER MUST BE LEGIBLY FILLED IN, IN INK, IN INDELIBLE PENCIL, OR IN CARBON AND RETAINED BY THE AGENT.

Form No. 1018-61

RECEIVE, subject to the classifications and tariffs in effect on the date of the issue of this shipping order,

[illegible]

From EVINRUDE MOTORS DIVISION OF OUTBOARD MARINE CORPORATION

AGENT'S NO.

At MILWAUKEE, WISCONSIN

SHIPPER'S NO.

~~March 27,~~ 4-4 19 72 Pickup Company 64841

CONSIGNED TO Conservation Chemical Co. 6500 Industrial Highway

(Mail or street address of consignee—For purposes of notification only.)

DESTINATION Gary, STATE OF Ind. COUNTY OF

ROUTE

DELIVERING CARRIER CAR OR VEHICLE INITIAL NO.

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	*WEIGHT (Subject to Correction)	Class or Rate	Cl. Col.
	CARTONS MOTORS OUTBOARD MARINE OR PARTS THEREOF NOI			
	CARTONS MOTORS OUTBOARD MARINE OR PARTS THEREOF NOI			
24 Drums	Copper Cyanide	13464#		
	2			

† (Shipper's imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission.)

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

† EVINRUDE MOTORS

(Signature of consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $

to apply in prepayment of the charges on the property described hereon.

Agent or Cashier.

Per

(The signature here acknowledges only the amount prepaid.)

Charges advanced: $

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

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EVINRUDE MOTORS, Shipper, Per AG

Permanent post-office address of shipper: MILWAUKEE, WIS., U. S. A.

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Freight Classification.

Conservation Chemical Co.

☞ AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

R. Shellhammer

EVINRUDE MOTORS

FIFTY IN OUTBOARDS

DIVISION OF OUTBOARD MARINE CORPORATION 4143 N. 27TH ST. MILWAUKEE, WISCONSIN 53216

SHIP TO CONSERVATION CHEMICAL COMPANY
BOX 6066
6500 INDUSTRIAL HIGHWAY
GARY, INDIANA 46406

SOLD TO SAME

3/23/72 MT

INVOICE 54841

Invoice date 4/7/72 wp

PLEASE REFER TO THIS NUMBER IN ALL CORRESPONDENCE

We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof

OUR ORDER NO.	YOUR ORDER NO.	DATE SHIPPED	TERMS	SHIPPED VIA
SEE BELOW		4/4/72	A/P MEMO	VENDOR PICK UP

✓	QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	%	EXTENDED AMOUNT
			DISPOSE			
	24 DRUMS		COPPER CYANIDE	MEMO CHARGE		
			ACCOUNT NUMBER 3140-45-6			
			PURCHASE ORDER 04864 B			

[illegible] are responsible for the [illegible] return of all merchandise listed on this memo invoice. You should insure this material for your own protection

DO NOT RETURN ANY GOODS WITHOUT OUR PERMISSION

CLAIMS FOR ERRORS MUST BE MADE UPON RECEIPT OF MERCHANDISE. OUR RESPONSIBILITY CEASES UPON DELIVERY TO CARRIERS WHEN RECEIPTED FOR IN GOOD ORDER. CLAIMS FOR DAMAGE RECEIVED WHILE IN TRANSIT MUST BE PRESENTED TO CARRIERS. ANY ITEM NOT EXTENDED ON THIS INVOICE HAS BEEN BACK ORDERED.

FORM NO. 1007

ORIGINAL INVOICE

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

... No. 1018-61 RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading,

[illegible]

From EVINRUDE MOTORS

At MILWAUKEE, WISCONSIN

DIVISION OF OUTBOARD MARINE CORPORATION

AGENT'S NO.

March 27, 19 72 Pickup Company

SHIPPER'S NO. 64841

CONSIGNED TO Conservation Chemical Co. 6500 Industrial Highway

(Mail or street address of consignee—For purposes of notification only.)

DESTINATION Gary, STATE OF Ind. COUNTY OF

ROUTE

DELIVERING CARRIER CAR OR VEHICLE INITIAL NO.

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	WEIGHT (Subject to Correction)	Class or Rate	Ck. Col.
	CARTONS MOTORS OUTBOARD MARINE OR PARTS THEREOF NOI			
	CARTONS MOTORS OUTBOARD MARINE OR PARTS THEREOF NOI			
24 Drums	Copper Cyanide	13646		
	5			

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

† EVINRUDE MOTORS

(Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier.

Per

(The signature here acknowledges only the amount prepaid.)

Charges advanced: $

† (Shipper's imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission.)

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

PACKING LIST

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EVINRUDE MOTORS, Shipper, Per AG

Permanent post-office address of shipper: MILWAUKEE, WIS., U. S. A.

Agent

Per

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Freight Classification.

EVINRUDE MOTORS

FIRST IN OUTBOARDS

DIVISION OF OUTBOARD MARINE CORPORATION 4143 N. 27TH ST. MILWAUKEE, WISCONSIN 53216

SHIP TO CONSERVATION CHEMICAL COMPANY
BOX 6066
6500 INDUSTRIAL HIGHWAY
GARY, INDIANA 46406

3/23/72 MT

INVOICE 64841

Invoice date 4/7/72 wp

SOLD TO

SAME

PLEASE REFER TO THIS NUMBER IN ALL CORRESPONDENCE

We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof

OUR ORDER NO.	YOUR ORDER NO.	DATE SHIPPED	TERMS	SHIPPED VIA
SEE BELOW		4/4/72	A/P MEMO	VENDOR PICK UP

V	QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	%	EXTENDED AMOUNT
			DISPOSE			
	24 DRUMS		COPPER CYANIDE	MEMO CHARGE		
	1					
			ACCOUNT NUMBER 3140-45-6			
			PURCHASE ORDER 04864 B			

[illegible] are responsible for the [illegible] return of all merchandise [illegible] on this memo invoice. You should insure this material for your own protection.

DO NOT RETURN ANY GOODS WITHOUT OUR PERMISSION

CLAIMS FOR ERRORS MUST BE MADE UPON RECEIPT OF MERCHANDISE. OUR RESPONSIBILITY CEASES UPON DELIVERY TO CARRIERS WHEN RECEIPTED FOR IN GOOD ORDER. CLAIMS FOR DAMAGE RECEIVED WHILE IN TRANSIT MUST BE PRESENTED TO CARRIERS. ANY ITEM NOT EXTENDED ON THIS INVOICE HAS BEEN BACK ORDERED.

FORM NO. 1007

DUPLICATE INVOICE

FROM

EVINRUDE MOTORS

MILWAUKEE, WISCONSIN 53216

Division of

OUTBOARD MARINE CORPORATION

3/23/72 MT

INVOICE 64841

SHIP TO CONSERVATION CHEMICAL COMPANY
BOX 6066
6500 INDUSTRIAL HIGHWAY
GARY, INDIANA 46406

SOLD TO

SAME

P. M. -(4TH CLASS MAIL). THIS PARCEL MAY BE OPENED FOR POSTAL INSPECTION IF NECESSARY. IF NOT DELIVERED IN 10 DAYS RETURN TO SHIPPER. IF REFUSED OR ADDRESSEE IS UNKNOWN RETURN IMMEDIATELY.

YOUR ORDER NO.

✓	QUANTITY	PART NUMBER	DESCRIPTION
			DISPOSE
	24 DRUMS		COPPER CYANIDE
	1		
			ACCOUNT NUMBER 3140-45-6
			PURCHASE ORDER 04864 B
			OR 24 DRUMS APPROX. GR. 13464#
			TARE 960#
			12504#

FORM NO. 1067

PACKING LIST FROM EVINRUDE MOTORS

EVINRUDE MOTORS MILWAUKEE, WISCONSIN 53216

	YOUR INVOICE DATE			YOUR INVOICE NO.	DEBIT	CREDIT	BALANCE
	MO	DAY	YEAR				
414017 01716	4	06	72	6873		410.00	410.00*

DETACH BEFORE DEPOSITING

ORIGINAL PURCHASE ORDER

TELEPHONE 463-[illegible]00

EVINRUDE MOTORS

DIVISION OF OUTBOARD MARINE CORPORATION
6161 NORTH 64TH STREET
MILWAUKEE, WIS., 53218

PURCHASE ORDER No. 04864 (E)

PART NO.

DATE 3/23/72

TO
- CONSERVATION CHEMICAL COMPANY
- P.O. BOX 6066
- GARY, INDIANA 46406

IMPORTANT
ABOVE ORDER NO. AND OUR PART NO., IF ANY, MUST APPEAR ON ALL INVOICES, PACKING LISTS, BILLS OF LADING, AND PACKAGES.
ISSUE SEPARATE PACKING SLIPS FOR EACH SHIPMENT ON EACH PURCHASE ORDER.

SHIP TO PLANT INDICATED	[ ] EVINRUDE MOTORS MACHINE PLANT 4143 No. 27TH ST. MILWAUKEE, WIS.	[ ] EVINRUDE MOTORS ASSEMBLY PLANT 6161 No. 64TH ST. MILWAUKEE, WIS.	[X] EVINRUDE MOTORS FOUNDRY 6161 NO. 64TH ST. MILWAUKEE, WIS.	[ ] OMC ENGINEERING LAB N55W13875 OAK LANE MENOMONEE FALLS, WISC. 53051	[ ] SEE BELOW

PLEASE ENTER OUR ORDER FOR THE FOLLOWING SUBJECT TO CONDITIONS LISTED ON REVERSE HEREOF.

QUANTITY	DESCRIPTION	UNIT PRICE	ARRIVAL DATE OUR PLANT: MONTH	DAY	YEAR	QUANTITY
	DISPOSE		JAN.			
24 DRUMS	COPPER CYANIDE	15.00/DR.	FEB.			
	VENDOR PICK-UP	50.00/NET PER YOUR QUOTE DTD 11/3/71 PER MR. H.W. EAGAN	MAR.	28	72	24 DRUMS
			APR.			
			MAY			
			JUNE			
			JULY			
			AUG.			
	THE ITEM(S) COVERED ON THIS ORDER ARE TANGIBLE PERSONAL PROPERTY WHICH IS [illegible] DESTROYED OR [illegible] IN THE [illegible]		SEPT.			
			OCT.			
	SHIP MEMO CHARGE INVOICE #64841		NOV.			
			DEC.			
			TOTAL			24 DRUMS

SUBMIT INVOICES IN DUPLICATE TO EVINRUDE MOTORS 4143 N. 27TH ST., MILWAUKEE, WIS. 53216 DIRECT ALL OTHER INFORMATION TO PURCHASING DEPARTMENT.

EVINRUDE MOTORS
DIVISION OF OUTBOARD MARINE CORPORATION

BY _____
PURCHASING MANAGER

1-ORIGINAL TO VENDOR

November 3, 1971

Mr. Dave Schmeck
Grimmide Motors
2143 North 27th Street
Milwaukee, Wisconsin 53216

Dear Mr. Schmeck,

During our telephone conversation of November 3rd, regarding pick up and disposal of cyanide wastes, I gave you a quote which was in error.

My quote of $10.00 per drum was based on our bulk charge for cyanide disposal rather than on drums. I apologize for this error, and hope it will not cause you too great an inconvenience.

The charge should be $15.00 per drum, plus a pick up charge of $50.00. These wastes would be treated in accordance with all applicable pollution control regulations.

If you would like any additional information, please call.

Thank you.

Yours very truly,

CONSERVATION CHEMICAL COMPANY

H. W. Eagan

COPY

EVINRUDE MOTORS
MILWAUKEE, WISCONSIN

Amfile

5921 T3

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading,

BILL OF LADING NO.
18047

CONSERVATION CHEMICAL COMPANY
OF ILLINOIS

SHIPPER'S NO.

The property listed below in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Mail or street address of consignee - For purposes of notification only.)

CARRIER'S NO.

AT: **GARY, WAUKEGAN, ILLINOIS** FROM **JOHNSON OUTBOARD MOTORS 200 SEAHORSE DRIVE**
1-312-689-5365

12 - 10 19 **73**

NAME OF CARRIER **CCCI**

CONSIGNED TO (Mail or street address of consignee-For purposes of notification only.)
CONSERVATION CHEMICAL COMPANY OF ILLINOIS ~ 6500 INDUSTRIAL HIGHWAY

DESTINATION **GARY,** STATE **INDIANA** COUNTY **LAKE**

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER **CCCI** CAR OR VEHICLE INITIALS & NO.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges advanced $

NO. PACKAGES	DESCRIPTION	WEIGHT SUB. TO COR.	CLASS OR RATE	CHECK COLUMN
	VERBAL PER AL HANSEN P. O. P03103M			
	30 GALLON DRUMS WASTE CYANIDE SOLUTION 500# each			
	and/or			
	~~55 GALLON DRUMS WASTE CYANIDE SOLUTION~~ 600# each			
	(ALL DRUMS MUST BE LABELED PROPERLY)			
	($75.00 FREIGHT CHARGE)			
	CORROSIVES			

NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per **K. MUSSER** **JOHNSON** Agent, Per

DEPART TERMINAL	1 10	GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE CHG.
ARRIVE TERMINAL	430	MILES OUT 44,982						
TOTAL TIME	5 1/2	MILES IN 44,982 6						
ARRIVE PLANT		DELAY AT TERMINAL						
START LOAD								
FINISH LOAD								
DEPART PLANT								
TOTAL TIME IN PLANT	HRS. MIN.							

DRIVER'S SIGNATURE [illegible]

REMARKS:

ALL DRUMS MUST BE LABELED PROPERLY.

ACCOUNTING COPY

COPY

INVOICE

CONSERVATION CHEMICAL COMPANY

G10534

BOX 6066 GARY, INDIANA 46406 OF ILLINOIS

PHONE 219-949-8229

DATE DECEMBER 13 19 73

SOLD TO:

JOHNSON OUTBOARD MOTORS
200 SEAHORSE DRIVE
WAUKEGAN, ILLINOIS 60085

SHIP TO:

CUSTOMER'S ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO.
PO P03103M	12-10-73	OUR TRUCK	NET 30 DAYS		

QTY. ORD'D	QTY. B.O.	DESCRIPTION	QTY. SHIP'D	UNIT PRICE	AMOUNT
		PICK UP AND DISPOSAL WASTE CHEMICALS IN DRUMS			
		23-30 GALLON DRUMS WASTE CYANIDE SOLUTON	23	@ $20.00	$460 00
		FREIGHT CHARGE			75 00
		TOTAL DUE			$535 00
		2/11/74			
302-3576		55083			

Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended.

ATTACHED CHECK IS IN PAYMENT OF ACCOUNT AS SHOWN HEREIN. DETACH BEFORE DEPOSITING

INVOICES			INVOICES			DEDUCTIONS		
DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
12-13	G10534	535.00						

Johnson OUTBOARDS, WAUKEGAN, ILLINOIS

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.
RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading,

BILL OF LADING NO. **18047**

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

SHIPPER'S NO.

the property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.
(Mail or street address of consignee - For purposes of notification only.)

CARRIER'S NO.

AT: GARY, WAUKEGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS 200 SEAHORSE DRIVE
1-312-689-5365

12-10 19 73

NAME OF CARRIER CCCI

CONSIGNED TO (Mail or street address of consignee-For purposes of notification only.)
CONSERVATION CHEMICAL COMPANY OF ILLINOIS 6500 INDUSTRIAL HIGHWAY

DESTINATION GARY, STATE INDIANA COUNTY LAKE

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereof.)

P.O. NO.

DELIVERING CARRIER CCCI CAR OR VEHICLE INITIALS & NO. Pick-Up

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment until all charges and all other lawful charges.

(Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges Advanced $

NO. PACKAGES	DESCRIPTION	WEIGHT SUBJ. TO COR.	CLASS OR RATE	CHECK COLUMN
25	VESSEL PER EL BARKER P. O. P031039 30 GALLON DRUMS WASTE CYANIDE SOLUTION 500# each and/or ~~55 GALLON DRUMS WASTE CYANIDE SOLUTION 800# each~~ ~~(ALL DRUMS MUST BE LABELED PROPERLY)~~ ($75.00 FREIGHT CHARGE) CORROSIVES			

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per K. HUSSER JOHNSON Agent, Per

DEPART TERMINAL		GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE CHG.
ARRIVE TERMINAL		MILES OUT						
TOTAL TIME	5½	MILES IN	154	DRIVER'S SIGNATURE				
ARRIVE PLANT		DELAY AT TERMINAL		REMARKS:				
START LOAD				ALL DRUMS MUST BE LABELED PROPERLY.				
FINISH LOAD								
DEPART PLANT								
TOTAL TIME IN PLANT	HRS. MIN.							

FILE COPY

PURCHASE ORDER

Johnson OUTBOARDS

200 SEA HORSE DRIVE
WAUKEGAN, ILLINOIS 60085
PHONE Area Code 312 689-6200

IMPORTANT: ABOVE NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING MEMOS, BILLS OF LADING, EXPRESS RECEIPTS AND PACKAGES.

PART NO:

DATE: 12/5/73

SHIP TO:

- [ ] PLANT #1 WAUKEGAN, ILL.
- [X] PLANT #2 WAUKEGAN, ILL.
- [ ] PLANT #3 WAUKEGAN, ILL.
- [ ] OTHER:

VIA:

TO
CONSERVATION CHEMICAL CO
BOX 6304
KANSAS CITY, MO. 64126

C-70085 PLEASE ENTER OUR ORDER FOR THE FOLLOWING SUBJECT TO THE CONDITIONS LISTED ON THE REVERSE SIDE HEREOF

ITEM	QUANTITY	DESCRIPTION	PRICE
		TO PICK-UP AND DESTROY APPROX. 20 CONTAINERS OF WASTE CYANIDE HEAT TREAT SALTS. THE DESTRUCTION IS TO BE DONE IN COMPLIANCE TO EPA STANDARDS.	
		FREIGHT CHARGE	$400.00 75.00
Per Article 3 (4) G Illinois Retailers' Occupation Tax Chargeable Only on Material Element of This Purchase.		P O CALLED TO KAREN ON 12/3/73; TELEPHONE 734-2441.	
		WANTED BY DECEMBER 6, 1973 CONFIRMING-	FOB OUR PLA

1. Since your firm likely will perform work upon our premises, we must require from you certificates of insurance before work is commenced, evidencing your coverage of Workmen's Compensation, Employer's Liability and Public Liability with contractural coverage in amounts of $100,000/$300,000 for bodily injury and $100,000 for property damage. Certificates shall provide that insurance will not be cancelled or changed without ten (10) days' written notice to Outboard Marine Corporation.

2. By accepting this order you undertake to hold us harmless and indemnify us against all claims, actions, liability, loss, defend expense, by reason of damage, injury or death to any person or property of any person, whether caused by our acts or omissions or the negligence of any other person, arising or alleged to arise out of the performance of any work involving this purchase order.

Good for Pickup Only

MATERIAL MUST BE IN OUR PLANT BY DATE SPECIFIED

- [ ] FOR RESALE ILLINOIS CERTIFICATE OF REGISTRATION
- [X] NOT FOR RESALE
- [ ] POLLUTION CONTROL NOT TAXABLE

Johnson OUTBOARDS
WAUKEGAN, ILLINOIS 60085
A DIVISION OF OUTBOARD MARINE CORPORATION

T. R. KOHLER DIRECTOR OF PURCHASES

PLEASE INVOICE IN DUPLICATE
To JOHNSON OUTBOARDS
Not To Individuals Or Departments.

When phoning or writing Johnson Outboards regarding this order PLEASE contact the BUYER whose name appears below.

H O CARLSON
BUYER

INVOICE

C10359

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE January 25 19 74

JOHNSON OUTBOARD MOTORS
200 SEAHORSE DRIVE
WAUKEGAN, ILLINOIS 60085

CUSTOMER'S ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO.
P03103M	1-22-74	OUR TRUCK	NET 30 DAYS		

QTY. ORD'D	QTY. B.O.	DESCRIPTION	QTY. SHIP'D	UNIT PRICE	AMOUNT
		PICK UP AND DISPOSAL WASTE CYANIDE			
		51 - 30 GALLON DRUMS	51	$20.00	$1,020.00
		FREIGHT CHARGE:			$ 75.00
					$1,095.00
		3/14/74 56909			
			TOTAL DUE:		$1,095.00
302-3576					

Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended

COPY

INVOICE

C10658

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE January 25 19 74

SOLD TO

JOHNSON OUTBOARD MOTORS
200 SEAHORSE DRIVE
WAUKEGAN, ILLINOIS 60085

CUSTOMER'S ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO.
P031058	1-22-74	OUR TRUCK	NET 30 DAYS		

QTY. ORD'D	QTY. B.O.	DESCRIPTION	QTY. SHIP'D	UNIT PRICE	AMOUNT
		PICK UP AND DISPOSAL WASTE CYANIDE			
		51 - 30 GALLON DRUMS	51	$20.00	$1,020.00
		FREIGHT CHARGE:			$ 75.00
					$1,095.00
			TOTAL DUE:		$1,095.00
302-3576					

3/14/74
36909

✓

"Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended."

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, but only a duplicate, covering the property named herein and intended solely for filing or record. RECEIVED subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

BILL OF LADING NO

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

SHIPPER'S NO

CARRIER'S NO

AT: WAUKEGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS 200 SEAHORSE DRIVE

1-22 19 74

NAME OF CARRIER CCCI

CONSIGNED TO CONSERVATION CHEMICAL COMPANY OF ILLINOIS 6500 INDUSTRIAL HIGHWAY

(Mail or street address of consignee-For purposes of notification only.)

DESTINATION GARY, STATE INDIANA COUNTY LAKE

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER CCCI CAR OR VEHICLE INITIALS & NO.

NO. PACKAGES	DESCRIPTION	WEIGHT SUBJ. TO COR.	CLASS OR RATE	CHECK COLUMN
51	30 GALLON DRUMS CYANIDE P. O. P031038 ($375.00 FREIGHT CHARGE)			

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per K. MUSSER

JOHNSON OUTBOARD Agent, Per

DEPART TERMINAL		GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE CHG
ARRIVE TERMINAL		MILES OUT						
TOTAL TIME	7	MILES IN						
ARRIVE PLANT		DELAY AT TERMINAL						
START LOAD								
FINISH LOAD								
DEPART PLANT								
TOTAL TIME IN PLANT	HRS. MIN.							

DRIVER'S SIGNATURE Myers

REMARKS:

FILE COPY

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. RECEIVED subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading,

BILL OF LADING NO.
18352

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

SHIPPER'S NO.

The carrier shall not be liable for loss or damage unless caused by its negligence. Received, subject to the classifications and tariffs in effect on the date hereof, the property described below, in apparent good order, except as noted (contents and condition of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Mail or street address of consignee - For purposes of notification only.)

CARRIER'S NO.

AT: WAUKEGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS 200 SEAHORSE DRIVE

1 12 1974

NAME OF CARRIER: CCCI

CONSIGNED TO: CONSERVATION CHEMICAL COMPANY OF ILLINOIS 6500 INDUSTRIAL HIGHWAY

DESTINATION: GARY, STATE: INDIANA COUNTY: LAKE

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER: CCCI CAR OR VEHICLE INITIALS & NO.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges advanced $

NO. PACKAGES	DESCRIPTION	WEIGHT SUB. TO COR.	CLASS OR RATE	CHECK COLUMN
51	30 GALLON DRUMS CYANIDE P. O. P03103M ($75.00 FREIGHT CHARGE)			

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per K.MUSSER

JOHNSON OUTBOARD Agent, Per

DEPART TERMINAL	100	GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE CHG.
ARRIVE TERMINAL		MILES OUT 45711	188					
TOTAL TIME	7	MILES IN 46099		DRIVER'S SIGNATURE Fernando C Mayer				
ARRIVE PLANT	1115	DELAY AT TERMINAL		REMARKS:				
START LOAD	1215							
FINISH LOAD	1245							
DEPART PLANT	100							
TOTAL TIME IN PLANT	HRS. MIN.							

ACCOUNTING COPY

ATTACHED CHECK IS IN PAYMENT OF ACCOUNT AS SHOWN HEREIN. DETACH BEFORE DEPOSITING

INVOICES			INVOICES			DEDUCTIONS		
DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
1-25	10658	1095.00						

Johnson OUTBOARDS, WAUKEGAN, ILLINOIS

PURCHASE ORDER

COPY

05316 M

Johnson OUTBOARDS

200 SEA HORSE DRIVE
WAUKEGAN, ILLINOIS 60085
PHONE: Area Code 312 689-6200

IMPORTANT: Above number must appear on all invoices, shipping memos, bills of lading, express receipts and packages.

PART NO:

DATE: 1/25/74

SHIP TO:

- [ ] PLANT #1 WAUKEGAN, ILL.
- [X] PLANT #2 WAUKEGAN, ILL.
- [ ] PLANT #3 WAUKEGAN, ILL.
- [ ] OTHER:

VIA:

TO
CONSERVATION CHEMICAL CO
BOX 6066
GARY, INDIANA 46406

C-19560-1 PLEASE ENTER OUR ORDER FOR THE FOLLOWING SUBJECT TO THE CONDITIONS LISTED ON THE REVERSE SIDE HEREOF

ITEM	QUANTITY	DESCRIPTION	PRICE
		BLANKET ORDER	
		TO COVER THE COSTS TO PICK UP AND DISPOSE OF WASTE CYANIDE AND CAUSTIC SODA FROM 1/1/74 TO 1/1/75 USING A METHOD APPROVED BY THE EPA. DISPOSAL COSTS AS FOLLOWS: Solid { 55 gal. -> 30 gal. ->	50.00 35.00
		CYANIDE 55 GAL DRUM	@$30.00
		CYANIDE 30 GAL DRUM	@$20.00
		CAUSTIC 55 GAL DRUM	@$ 6.00
		FREIGHT CHARGE OF $75.00 PER LOAD	
		PLEASE INDICATE P O NUMBER ON ALL TRANSACTIONS.	FOBSHIPPING POINT
		freight $8.125.00	

6

MATERIAL MUST BE IN OUR PLANT BY DATE SPECIFIED

- [ ] FOR RESALE ILLINOIS CERTIFICATE OF REGISTRATION #91-587
- [X] NOT FOR RESALE
- [ ] POLLUTION CONTROL NOT TAXABLE

Johnson OUTBOARDS
WAUKEGAN, ILLINOIS 60085
A DIVISION OF OUTBOARD MARINE CORPORATION

J. G. KOHLER — DIRECTOR OF PURCHASES

PLEASE INVOICE IN DUPLICATE
To JOHNSON OUTBOARDS
Not To Individuals Or Departments.

When phoning or writing Johnson Outboards regarding this order PLEASE contact the BUYER whose name appears below.

R GIBSON
BUYER

COPY

INVOICE

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

8592

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE MARCH 6, 1974

SOLD TO:

JOHNSON OUTBOARD MOTORS
200 SEAHORSE DRIVE
WAUKEGAN, ILLINOIS 60085

SHIPPED TO:

CUSTOMER'S ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO.
P.O. 31039	3-1-74	OUR TRUCK	NET 30 DAYS		

QUT. ORD'D	QTY. SHD.	DESCRIPTION	QUT. SHP'D	UNIT PRICE	AMOUNT
		PICK UP AND DISPOSAL WASTE CYANIDE SOLIDS			
		B/L #18554			
		57 - 30 GALLON DRUMS WASTE CYANIDE SOLIDS	57	@20.00	$1,140.00
		PICK UP CHARGE:			75.00
		TOTAL DUE:			$1,215.00

RECEIVED
APR 11 1974
#D-10732

302-3976

Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended.

INVOICE

C 8592

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE MARCH 6, 1974

JOHNSON OUTBOARD MOTORS
200 SEAHORSE DRIVE
WAUKEGAN, ILLINOIS 60085

CUSTOMER'S ORDER NO	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO
P.O. 3103M	3-1-74	OUR TRUCK	NET 30 DAYS		

QTY. ORD'D	QTY B.O.	DESCRIPTION	QTY SHIP'D	UNIT PRICE	AMOUNT
		PICK UP AND DISPOSAL WASTE CYANIDE SOLIDS			
		B/L #18554			
		57 - 30 GALLON DRUMS WASTE CYANIDE SOLIDS	57	@$20.00	$1,140.00
		PICK UP CHARGE:			75.00
		TOTAL DUE:			$1,215.00
302-3576		RECEIVED APR 11 1974 #D-10732			

Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938 as amended

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.
RECEIVED subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

BILL OF LADING NO.
18554

CONSERVATION CHEMICAL COMPANY
OF ILLINOIS

SHIPPER'S NO.

The property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.
Mail or street address of consignee - For purposes of notification only.

CARRIER'S NO.

AT **WAUKEGAN, ILLINOIS** FROM **JOHNSON OUTBOARD MOTORS 200 SEAHORSE DRIVE**

3-1 19 74

NAME OF CARRIER **CCCI**

CONSIGNED TO **CONSERVATION CHEMICAL COMPANY OF ILLINOIS** (Mail or street address of consignee-For purposes of notification only.) **6500 INDUSTRIAL HIGHWAY**

DESTINATION **GARY,** STATE **INDIANA** COUNTY **LAKE**

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER **CCCI** CAR OR VEHICLE INITIALS & NO.

Subject to Section 7 of conditions of applicable bill of lading, this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
"The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges."

(Signature of consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

NO. PACKAGES	DESCRIPTION	WEIGHT SUB TO COR.	CLASS OR RATE	CHECK COLUMN
	55 GALLON DRUMS WASTE CYANIDE ~~SOLUTION~~ Solid			
57	30 GALLON DRUMS WASTE CYANIDE ~~SOLUTION~~ Solid			
	CORROSIVES			

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (This signature here acknowledges only the amount prepaid.)

Charges advanced $

NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per **K. BUSSER**

JOHNSON OUTBOARD Agent, Per D. [illegible]

DEPART TERMINAL		GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE CHG
ARRIVE TERMINAL	700	MILES OUT						
TOTAL TIME		MILES IN 106320						
ARRIVE PLANT	1230	DELAY AT TERMINAL						
START LOAD	115	Wait line to get to						
FINISH LOAD	330	dock to load						
DEPART PLANT	230							
TOTAL TIME IN PLANT	HRS. MIN.							

16

DRIVER'S SIGNATURE [illegible]

REMARKS:
300 to 530
Flat Tire on 260

ACCOUNTING COPY

BILL OF LADING NO.
1037

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

SHIPPER NO.

(Mail or street address of consignee - For purposes of notification only)

CARRIER'S NO.

AT: WAUKEGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS 200 MERMAID DRIVE

3-1 1974

NAME OF CARRIER CCCI

CONSIGNED TO CONSERVATION CHEMICAL COMPANY OF ILLINOIS

Mail or street address of consignee-For purposes of notification only 6500 INDUSTRIAL HIGHWAY

DESTINATION GARY,

STATE INDIANA

COUNTY LAKE

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER CCCI

CAR OR VEHICLE INITIALS & NO.

Subject to Section 7 of conditions of applicable bill of lading, if the shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

If charges are to be prepaid, write or stamp here, "To be prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges advanced $

NO. PACKAGES	DESCRIPTION	WEIGHT SUBJ TO COR.	CLASS OR RATE	CHECK COLUMN
57	55 GALLON DRUMS WASTE CYANIDE SOLUTION 30 GALLON DRUMS WASTE CYANIDE SOLUTION CORROSIVES			

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per K. BUSSER

JOHNSON OUTBOARD Agent, Per

DEPART TERMINAL		GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE TIME
ARRIVE TERMINAL		MILES OUT	162					
TOTAL TIME		MILES IN						
ARRIVE PLANT		DELAY AT TERMINAL						
START LOAD								
FINISH LOAD								
DEPART PLANT								
TOTAL TIME IN PLANT	HRS. MIN.							

DRIVER'S SIGNATURE Kellogg

REMARKS:

w/BL 18553

FILE COPY

VENDOR
CODE NO.

Johnson OUTBOARDS
A DIVISION OF OUTBOARD MARINE CORPORATION WAUKEGAN, ILLINOIS 60085

No. D 10732

JOHNSON REFERENCE	CODE	DATE	VENDOR REFERENCE	GROSS AMOUNT	DISC.
		3-6	8592	1215.00	

JOHNSON REFERENCE	CODE	DATE	VENDOR REFERENCE	GROSS AMOUNT	DI
			ATTACHMENTS	TOTALS →	

CODE: 1-INVOICE 2-YOUR CREDIT MEMO 3-OUR DEBIT MEMO 4-OUR CREDIT MEMO 5-MISC. 6-FREIGHT BILLS

DETACH STATEMENT BEFORE DEPOSITING CHECK

CHECK IS IN FULL PAYMENT OF THE ITEMS LISTED ABOVE

COPY

INVOICE

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

G 8716

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE APRIL 19, 19 74

SOLD TO

JOHNSON OUTBOARD MOTORS
200 SEAHORSE DRIVE
WAUKEGAN, ILLINOIS 60085

CUSTOMER'S ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO.
P05316N	4-10-74	OUR TRUCK	NET 30 DAYS		

QTY. ORD'D	QTY. B.O.	DESCRIPTION	QTY. SHP'D	UNIT PRICE	AMOUNT
		PICK UP AND DISPOSAL WASTE SPENT CYANIDE SOLUTION			
		B/L 18756 66 - 30 GALLON DRUMS	6620.00		$1,320.00
		PICK UP CHARGE:			75.00
		TOTAL DUE:			$1,395.00
		PAID MAY 28 1974 #D-12964			
302-3576					

Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended.

INVOICE

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

C 8716

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE APRIL 19, 19 74

JOHNSON OUTEGARD MOTORS
200 EZAHORSZ DRIVE
WAUKEGAN, ILLINOIS 60085

CUSTOMER'S ORDER NO	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO
P05316M	4-10-74	CUR TRUCK	NET 30 DAYS		

QTY. ORD'D	QTY. B.O.	DESCRIPTION	QTY. SHIP'D	UNIT PRICE	AMOUNT
		PICK UP AND DISPOSAL WASTE SPENT CYANIDE SOLUTION			
		B/L 18756 66 - 30 GALLON DRUMS	@$20.00		$1,320.00
		PICK UP CHARGE:			75.00
		TOTAL DUE:			$1,395.00
		PAID MAY 28 1974 D-12964			
302-3576					

Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended

THIS MEMORANDUM is an acknowledgment ... Original Bill of Lading, not a copy or duplicate, covering the property named herein, and is intended solely for filing or record.
RECEIVED subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

BILL OF LADING NO.
18756

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

SHIPPER'S NO.

Mail or street address of consignee - For purposes of notification only.)

CARRIER'S NO.

AT: WAUKEGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS 200 SEAHORSE DRIVE

4-10 19 74

NAME OF CARRIER: CCCI

CONSIGNED TO: CONSERVATION CHEMICAL COMPANY OF ILLINOIS 6500 INDUSTRIAL HIGHWAY

(Mail or street address of consignee-For purposes of notification only.)

DESTINATION: GARY,

STATE: INDIANA

COUNTY: LAKE

ROUTE

(To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER: CCCI

CAR OR VEHICLE INITIALS & NO.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

NO. PACKAGES	DESCRIPTION	WEIGHT SUBJ. TO COR.	CLASS OR RATE	CHECK COLUMN
	P. O. 53168			
	55 GALLON DRUMS SPENT CYANIDE			
	30 GALLON DRUMS SPENT CYANIDE			
	CORROSIVES			

If charges are to be prepaid, write or stamp here, "To be prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges advanced $

NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per K. MUSSER JOHNSON MOTORS Agent, Per

DEPART TERMINAL	8:30	GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE CHG.
ARRIVE TERMINAL	3:00	MILES OUT						
TOTAL TIME		MILES IN		DRIVER'S SIGNATURE				
ARRIVE PLANT		DELAY AT TERMINAL		REMARKS:				
START LOAD								
FINISH LOAD								
DEPART PLANT								
TOTAL TIME IN PLANT	HRS. MIN.							

ACCOUNTING COPY

VENDOR CODE NO. C195E0JCP

Johnson OUTBOARDS
A DIVISION OF OUTBOARD MARINE CORPORATION WAUKEGAN, ILLINOIS 60085

No. D 12964

JOHNSON REFERENCE	CODE	DATE	VENDOR REFERENCE	GROSS AMOUNT	DISC.
J4090801		04 19	0000008716	1395.00	.00

JOHNSON REFERENCE	CODE	DATE	VENDOR REFERENCE	GROSS AMOUNT	DISC.

CODE: 1-INVOICE 2-YOUR CREDIT MEMO 3-OUR DEBIT MEMO 4-OUR CREDIT MEMO 5-MISC. 6-FREIGHT BILLS

00 ATTACHMENTS TOTALS → ***1395.00***.*

DETACH STATEMENT BEFORE DEPOSITING CHECK

CHECK IS IN FULL PAYMENT OF THE ITEMS LISTED ABOVE

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading nor a copy or duplicate covering the property named herein, and is intended solely for filing or record.
RECEIVED subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading,

BILL OF LADING NO
10733

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

SHIPPER'S NO

The property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.
Mail or street address of consignee - For purposes of notification only.)

CARRIER'S NO

AT: MICHIGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS 200 FRANCISCO DRIVE

4-10 19 76

NAME OF CARRIER CCCI

CONSIGNED TO (Mail or street address of consignee—For purposes of notification only.)
CONSERVATION CHEMICAL COMPANY OF ILLINOIS 6500 INDUSTRIAL HIGHWAY

DESTINATION GARY, STATE INDIANA COUNTY LAKE

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER CCCI CAR OR VEHICLE INITIALS & NO.

Subject to Section 7 of conditions of applicable bill of lading, if the shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges advanced $

NO PACKAGES	DESCRIPTION	WEIGHT SUBJ TO COR.	CLASS OR RATE	CHECK COLUMN
	P. O. 53168			
	55 GALLON DRUMS SPENT CHAMPS			
66	30 GALLON DRUMS SPENT CHAMPS			
	CORROSIVES			

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per K. RUSSER JOHNSON MOTORS Agent, Per

DEPART TERMINAL		GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE CHG.
ARRIVE TERMINAL		MILES OUT	150					
TOTAL TIME	6 1/2	MILES IN						
ARRIVE PLANT		DELAY AT TERMINAL						
START LOAD								
FINISH LOAD								
DEPART PLANT								
TOTAL TIME IN PLANT	HRS. MIN.							

DRIVER'S SIGNATURE Williams

REMARKS:

FILE COPY

No. 0028

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

CUSTOMER ORDER RECORD

CUSTOMER Johnson Outboard Motors DATE 4-5-74

ADDRESS 200 Seahorse Dr. Plant 2 TAKEN BY Kenyon

Waukegan PHONE 689-6200 CUSTOMER ORDER NO P05316M

PERSON PLACING ORDER Don Picard Ext. 6156 DATE REQUESTED 4-10-74

ITEM NO.	QUANTITY	DESCRIPTION GALLONS, DRUMS, ETC.
	70	~~55~~ 33- gallon drums Cyanide

REMARKS:

ACCOUNTING CODE 302 COST CODE 3576

BILLING

COPY

INVOICE

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

C 8817

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE MAY 21, 19 74

SOLD TO:
JOHNSON OUTBOARD MOTORS
200 SEAHORSE DRIVE
WAUKEGAN, ILLINOIS 60085

SHIP TO:

CUSTOMER'S ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO.
P 053168	5-20-74	OUR TRUCK	NET 30 DAYS		

QTY. ORD'D	QTY. B.O.	DESCRIPTION	QTY. SHIP'D	UNIT PRICE	AMOUNT
		PICK UP AND DISPOSAL SPENT CYANIDE SOLUTION			
		B/L 19018 78 - 30 GALLON DRUMS	@ $20.00		$1,560.00
		FREIGHT CHARGE:			75.00
		TOTAL DUE:			$1,635.00
		PAID JUL 30 1974 #C-31050			
302-3586					

Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended.

INVOICE

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE MAY 21, 19 74

JOHNSON OUTBOARD MOTORS
200 SEAHORSE DRIVE
BRAINTREE, ILLINOIS 60006

CUSTOMER'S ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO.
P [illegible]	5-20-74	[illegible]	[illegible]		

	PICK UP AND DISPOSAL SPENT CYANIDE SOLUTION			
	B/L 19018	70 - 30 GALLON DRUMS	@ $20.00	$1,500.00
		FREIGHT CHARGE:		75.00
		TOTAL DUE:		$1,635.00

PAID
JUL 30 1974
C - 310506

382-3306

"Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended."

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading,

BILL OF LADING NO.
19018

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

SHIPPER'S NO.

The property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the rail portion of this shipment, and agrees that this shipment shall be and all parties hereto and all persons claiming under them agree to be bound by the terms agreed to by the shipper and accepted for himself and his assigns.

Mail or street address of consignee - For purposes of notification only.) **(NORTHEAST GATE - PLANT #2)**

CARRIER'S NO.

AT: **WAUKEGAN, ILLINOIS** FROM **JOHNSON OUTBOARD MOTORS** **200 SEAHORSE DRIVE**

MAY 19 **74**

NAME OF CARRIER **CCCI**

CONSIGNED TO — Mail or street address of consignee-For purposes of notification only

CONSERVATION CHEMICAL COMPANY OF ILLINOIS **6500 INDUSTRIAL HIGHWAY**

DESTINATION **GARY,** STATE **INDIANA** COUNTY **LAKE**

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER **CCCI** CAR OR VEHICLE INITIALS & NO. **Van #20**

(Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.)

(Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges advanced: $

NO. PACKAGES	DESCRIPTION	WEIGHT SUB. TO COR.	CLASS OR RATE	CHECK COLUMN
76	BLANKET P. O. P 05316M 30 GALLON DRUMS SPENT CYANIDE SOLUTION D. Picard CORROSIVES			

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per **K. MUSSER** **JOHNSON OUTBOARD MOTORS**

DEPART TERMINAL		GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE CHG.
ARRIVE TERMINAL	245 3/4	MILES OUT 124						
TOTAL TIME	5 3/4	MILES IN 150						
ARRIVE PLANT	11	DELAY AT TERMINAL						
START LOAD	1							
FINISH LOAD	124							
DEPART PLANT								
TOTAL TIME IN PLANT	HRS. MIN.							

DRIVER'S SIGNATURE

REMARKS:

ACCOUNTING COPY

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading [illegible] or duplicate, covering the property named herein, and is intended solely for filing or record.
RECEIVED [illegible] subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading,

BILL OF LADING NO
1[illegible]0

CONSERVATION CHEMICAL COMPANY

SHIPPER S NO

OF ILLINOIS

[illegible] the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. The shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.
(Mail or street address of consignee - For purposes of notification only.)

(CONTRACT RATE - PLANT #2)

CARRIER S NO

AT: BAUKEGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS 200 SEAHORSE DRIVE

DAY 19 74

NAME OF CARRIER CCCI

CONSIGNED TO (Mail or street address of consignee-For purposes of notification only.)

CONSERVATION CHEMICAL COMPANY OF ILLINOIS 6500 INDUSTRIAL HIGHWAY

DESTINATION GARY, STATE INDIANA COUNTY LAKE

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER CCCI CAR OR VEHICLE INITIALS & NO. Van #20

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

NO PACKAGES	DESCRIPTION	WEIGHT SUB TO COR.	CLASS OR RATE	CHECK COLUMN
	BLANKET P. O. P 05316B 30 GALLON DRUMS SPENT CYANIDE SOLUTION CORROSIVES			

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges advanced $

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per 2.5/lb

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per K. HUSSER JOHNSON OUTBOARD MOTORS Agent, Per

DEPART TERMINAL		GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE GHG
ARRIVE TERMINAL	2 Y	MILES OUT						
TOTAL TIME		MILES IN		DRIVER'S SIGNATURE				
ARRIVE PLANT		DELAY AT TERMINAL		REMARKS:				
START LOAD								
FINISH LOAD								
DEPART PLANT								
TOTAL TIME IN PLANT	HRS. MIN.							

FILE COPY

Johnson OUTBOARDS
A DIVISION OF OUTBOARD MARINE CORPORATION WAUKEGAN, ILLINOIS 60085

VENDOR CODE NO. C19562JOP No. C 31050

JOHNSON REFERENCE	CODE	DATE	VENDOR REFERENCE	GROSS AMOUNT	DISC.
0467580105-21			0000008817	1635.00	.00

JOHNSON REFERENCE	CODE	DATE	VENDOR REFERENCE	GROSS AMOUNT	DISC.
0541710106-26			0000008910	1351.00	.0

CODE: 1-INVOICE 2-YOUR CREDIT MEMO 3-OUR DEBIT MEMO 4-OUR CREDIT MEMO 5-MISC. 6-FREIGHT BILLS

00 ATTACHMENTS TOTALS ▶ ****2986.00 *****.

DETACH STATEMENT BEFORE DEPOSITING CHECK

CHECK IS IN FULL PAYMENT OF THE ITEMS LISTED ABOVE

COPY

INVOICE

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

G 8910

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE JUNE 26 19 74

SOLD TO

JOHNSON OUTBOARD MOTORS
200 SEAHORSE DRIVE
WAUKEGAN, ILLINOIS 60085

SHIP TO

CUSTOMER'S ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO.
P 05316	6-20-74	OUR TRUCK	NET 30 DAYS		

QTY. ORD'D	QTY. B.O.	DESCRIPTION	QTY. SHIP'D	UNIT PRICE	AMOUNT
		PICK UP AND DISPOSAL WASTE SPENT CYANIDE AND CAUSTIC			
		B/L 19233 59 - 30 GALLON DRUMS SPENT CYANIDE SOL.	@	$20. 00	$ 1,180.00
		" " 16 - 55 GALLON DRUMS CAUSTIC SOLUTION	@	$ 6. 00	96.00
		PICK UP CHARGE:			75.00
		TOTAL DUE:			$ 1,351.00
		PAID JUL 30 1974 #C-31050			
302-	3576				

Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended.

INVOICE

CONSERVATION CHEMICAL COMPANY

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE JULY 26 19 74

JOHNSON CHEVROLET MOTORS
200 [illegible] DRIVE
WAUKEGAN, ILLINOIS 60085

CUSTOMER'S ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO
P 05316	6-20-74	OUR TRUCK	NET 30 DAYS		

		PICK UP AND DISPOSAL WASTE SPENT CYANIDE AND CAUSTIC		
		B/L 19233 59 - 30 GALLON DRUMS SPENT CYANIDE SOL.	@ $20.00	$ 1,180.00
		" " 16 - 55 GALLON DRUMS CAUSTIC SOLUTION	@ $ 6.00	96.00
		PICK UP CHARGE:		75.00
		TOTAL DUE:		$ 1,351.00
302-	3576			

PAID
JUL 30 1974
C-31050

"Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended."

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. RECEIVED subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

BILL OF LADING NO.

19233

SHIPPER'S NO.

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

The property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Mail or street address of consignee - For purposes of notification only.

CARRIER'S NO.

AT: WAUKEGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS 200 SEAHORSE DRIVE

JUNE 20, 1974

NAME OF CARRIER: CCCI

CONSIGNED TO: CONSERVATION CHEMICAL COMPANY OF ILLINOIS

Mail or street address of consignee-For purposes of notification only.: 6500 INDUSTRIAL HIGHWAY

DESTINATION: GARY,

STATE: INDIANA

COUNTY: LAKE

ROUTE

(To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER: CCCI

CAR OR VEHICLE INITIALS & NO.: 260 #Rentco

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

NO. PACKAGES	DESCRIPTION	WEIGHT SUB TO CORL	CLASS OR RATE	CHECK COLUMN
	~~55 GALLON DRUMS SPENT CYANIDE SOLUTION~~			
57 →	30 GALLON DRUMS SPENT CYANIDE SOLUTION			
16	~~55 GALLON DRUMS CAUSTIC SOLUTION~~			
75	OK			
	CORROSIVES			

If charges are to be prepaid, write or stamp here, "To be prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges advanced $

NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per K. MUSSER JOHNSON OUTBOARD MOTORS

DEPART TERMINAL	530	GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE CHG.
ARRIVE TERMINAL	1130	MILES OUT 136235						
TOTAL TIME	6	MILES IN 136467						
ARRIVE PLANT	1115	DELAY AT TERMINAL						
START LOAD								
FINISH LOAD								
DEPART PLANT	930							
TOTAL TIME IN PLANT	HRS. MIN.							

DRIVER'S SIGNATURE

REMARKS:

ACCOUNTING COPY

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading (or duplicate) covering the property named herein, and is intended solely for filing or record. RECEIVED subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

BILL OF LADING NO
19233

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

SHIPPER'S NO

[illegible] shipment in good order except as noted (contents and condition of packages unknown) marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination. If on its route otherwise a delivery to another carrier is required to reach said destination, it is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns. (Mail or street address of consignee - For purposes of notification only.)

CARRIER'S NO

AT: WAUKEGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS 200 SEAHORSE DRIVE

JUNE 20, 1974

NAME OF CARRIER CCCI

CONSIGNED TO (Mail or street address of consignee-For purposes of notification only.)
CONSERVATION CHEMICAL COMPANY OF ILLINOIS 6500 INDUSTRIAL HIGHWAY

DESTINATION GARY, STATE INDIANA COUNTY LAKE

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER CCCI CAR OR VEHICLE INITIALS & NO. 260 flentcs

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges advanced $

NO. PACKAGES	DESCRIPTION	WEIGHT (SUBJ TO COR.)	CLASS OR RATE	CHECK COLUMN
	55 GALLON DRUMS SPENT CYANIDE SOLUTION 30 GALLON DRUMS SPENT CYANIDE SOLUTION 55 GALLON DRUMS CAUSTIC SOLUTION CORROSIVES			

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per K. BUSSER JOHNSON OUTBOARD MOTORS

		GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE CHG
DEPART TERMINAL								
ARRIVE TERMINAL		MILES OUT						
TOTAL TIME		MILES IN						
ARRIVE PLANT		DELAY AT TERMINAL						
START LOAD								
FINISH LOAD								
DEPART PLANT								
TOTAL TIME IN PLANT	HRS. MIN.							

DRIVER'S SIGNATURE

REMARKS:

FILE COPY

INVOICE

CONSERVATION CHEMICAL COMPANY

G 9039

BOX 6066 GARY, INDIANA 46406 OF ILLINOIS

PHONE 219-949-8229

DATE AUGUST 16, 1974

SOLD TO:

JOHNSON OUTBOARD MOTORS
200 SEA HORSE DRIVE
WAUKEGAN, ILLINOIS 60085

SHIP TO:

CUSTOMER'S ORDER NO	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO.
P-05316	8-12-74	OUR TRUCK	NET 30 DAYS		

QTY. ORD'D	QTY. B.O.	DESCRIPTION	QTY. SHIP'D	UNIT PRICE	AMOUNT
		PICK UP AND DISPOSAL WASTE SPENT CYANIDE SOLUTION			
		B/L #19631 64 - 30 GALLON DRUMS SPENT CYANIDE SOL.	64	$ 20.00	$ 1,280 00
		PICK UP CHARGE			75 00
					$ 1,355 00

302-3576

PAID
SEP 19 1974
#C-33916

Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended

INVOICE

CONSERVATION CHEMICAL COMPANY

C 9039

BOX 6066 GARY, INDIANA 46406 OF ILLINOIS

PHONE 219-949-8229

DATE AUGUST 26, 19 74

SOLD TO

JOHNSON OUTBOARD MOTORS
200 SEA HORSE DRIVE
WAUKEGAN, ILLINOIS 60085

SHIP TO

CUSTOMER'S ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO.
P-05338	8-22-74	OUR TRUCK	NET 30 DATE		

QTY. ORD'D	QTY. B.O.	DESCRIPTION	QTY. SHP'D	UNIT PRICE	AMOUNT
		PICK UP AND DISPOSAL WASTE SPENT CYANIDE SOLUTION			
		B/L 519632 64 - 30 GALLON DRUMS SPENT CYANIDE SOL.	64	$ 20.00	$ 1,280 0
		PICK UP CHARGE			75 0
					$ 1,355 0

303-3576

PAID
SEP 19 1974
#C-33916

"Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended."

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

BILL OF LADING NO.

19531

SHIPPER'S NO.

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

The property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns. (Mail or street address of consignee - For purposes of notification only.)

CARRIER'S NO.

AT BAUKEGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS 200 SEAHORSE DRIVE

AUGUST 12, 1974

NAME OF CARRIER CCCI

CONSIGNED TO (Mail or street address of consignee-For purposes of notification only.)

CONSERVATION CHEMICAL COMPANY OF ILLINOIS 6500 INDUSTRIAL HIGHWAY

DESTINATION GARY, STATE INDIANA COUNTY LAKE

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER CCCI CAR OR VEHICLE INITIALS & NO. 247

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

If charges are to be prepaid, write or stamp here, "To be prepaid."

Received $ to apply as prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges advanced $

NO. PACKAGES	DESCRIPTION	WEIGHT SUBJ. TO COR.	CLASS OR RATE	CHECK COLUMN
64	30 GALLON DRUMS SPENT CYANIDE SOLUTION			
	~~55 GALLON DRUMS SPENT CYANIDE SOLUTION~~			
64	TOTAL			
	CORROSIVES			

NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per K. BUSSER JOHNSON OUTBOARD Per

DEPART TERMINAL	8 30	GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE CHG.
ARRIVE TERMINAL	5-12 (8 30)	MILES OUT 145-38 (142)						
TOTAL TIME		MILES IN 145-423						
ARRIVE PLANT		DELAY AT TERMINAL						
START LOAD	12 20							
FINISH LOAD	1 05							
DEPART PLANT	1 10							
TOTAL TIME IN PLANT	HRS. MIN.							

DRIVER'S SIGNATURE H. Jenkins

REMARKS:

ACCOUNTING COPY

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. RECEIVED subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading,

BILL OF LADING NO. 15331

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

SHIPPER'S NO.

The property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns. (Mail or street address of consignee - For purposes of notification only.)

CARRIER'S NO.

AT: WAUKEGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS 200 SEAHORSE DRIVE

AUGUST 12, 1974

NAME OF CARRIER CCCI

CONSIGNED TO (Mail or street address of consignee-For purposes of notification only.)

CONSERVATION CHEMICAL COMPANY OF ILLINOIS 6500 INDUSTRIAL HIGHWAY

DESTINATION: GARY, STATE: INDIANA COUNTY: LAKE

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER: CCCI CAR OR VEHICLE INITIALS & NO.: 247

NO. PACKAGES	DESCRIPTION	WEIGHT SUBJ. TO COR.	CLASS OR RATE	CHECK COLUMN
4	30 GALLON DRUMS SPENT CYANIDE SOLUTION			
	~~55 GALLON DRUMS SPENT CYANIDE SOLUTION~~			
4	TOTAL			
	CORROSIVES			

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges advanced: $

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per K. BUSSER JOHNSON OUTBOARD Per

DEPART TERMINAL		GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE CHG
ARRIVE TERMINAL		MILES OUT						
TOTAL TIME		MILES IN		DRIVER'S SIGNATURE				
ARRIVE PLANT		DELAY AT TERMINAL		REMARKS:				
START LOAD								
FINISH LOAD								
DEPART PLANT								
TOTAL TIME IN PLANT	HRS. MIN.							

FILE COPY

Johnson OUTBOARDS
A DIVISION OF OUTBOARD MARINE CORPORATION WAUKEGAN, ILLINOIS 60085

VENDOR CODE NO. C19502JLP **No. C 33916**

JOHNSON REFERENCE	CODE	DATE	VENDOR REFERENCE	GROSS AMOUNT	DISC.
0635520100-1-[illegible]09339				1355.00	.00

JOHNSON REFERENCE	CODE	DATE	VENDOR REFERENCE	GROSS AMOUNT	DISC.

CODE: 1-INVOICE 2-YOUR CREDIT MEMO 3-OUR DEBIT MEMO 4-OUR CREDIT MEMO 5-MISC. 6-FREIGHT BILLS

0 ATTACHMENTS TOTALS ▶ ****1355.00 *****.**

DETACH STATEMENT BEFORE DEPOSITING CHECK

CHECK IS IN FULL PAYMENT OF THE ITEMS LISTED ABOVE

COPY

INVOICE

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

G 9166

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE OCTOBER 4, 1974

SOLD TO

JOHNSON OUTBOARD MOTORS
200 SEAHORSE DRIVE
WAUKEGAN, ILLINOIS 60085

SHIP TO

CUSTOMER'S ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO.
P053168	10-2-74	OUR TRUCK	NET 30 DAYS		

QTY. ORD'D	QTY. B.O.	DESCRIPTION	QTY. SHIP'D	UNIT PRICE	AMOUNT
		PICK UP AND DISPOSAL SPENT CYANIDE IN DRUMS			
		B/L 19936 80 - 30 GALLON DRUMS @	$20.00		$1,600.00
		PICKUP CHARGE:			75.00
		TOTAL DUE:			$1,675.00
		PAID NOV 7 1974			
302-3576		#C 37402			

Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended.

FREIGHT CHARGES

TOTAL DUE

PAID
NOV 7 1974
#C-37402

382-3575

"Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended."

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

BILL OF LADING NO.

19936

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

SHIPPER'S NO.

The property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Mail or street address of consignee - For purposes of notification only.)

CARRIER'S NO.

AT: WAUKEGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS 200 SEAHORSE DRIVE

OCTOBER 2, 1974

NAME OF CARRIER CCCI

CONSIGNED TO

Mail or street address of consignee-For purposes of notification only.)

CONSERVATION CHEMICAL COMPANY OF ILLINOIS 6500 INDUSTRIAL HIGHWAY

DESTINATION: GARY,

STATE: INDIANA

COUNTY: LAKE

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER: CCCI

CAR OR VEHICLE INITIALS & NO.: 260 Van

(Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.)

Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges advanced $

NO. PACKAGES	DESCRIPTION	WEIGHT SUBJ. TO COR.	CLASS OR RATE	CHECK COLUMN
80	30 GALLON DRUMS CYANIDE WASTE solution D. [illegible] CORROSIVES			

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per K. BUSSER

JOHNSON OUTBOARD Per

DEPART TERMINAL	515	GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE CHG.
ARRIVE TERMINAL	615	MILES OUT 155112						
TOTAL TIME	13	MILES IN 155339	227	DRIVER'S SIGNATURE [illegible]				
ARRIVE PLANT		DELAY AT TERMINAL		REMARKS:				
START LOAD	515							
FINISH LOAD								
DEPART PLANT	945							
TOTAL TIME IN PLANT	HRS. MIN.							

ACCOUNTING COPY

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, but only a duplicate, covering the property named herein, and is intended solely for filing or record. RECEIVED subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading,

BILL OF LADING NO 16363

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

SHIPPER'S NO

The property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.
Mail or street address of consignee - For purposes of notification only.)

CARRIER'S NO.

AT: DAUKIGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS 200 SEAHORSE DRIVE

OCTOBER 2, 1974

NAME OF CARRIER CCCI

CONSIGNED TO (Mail or street address of consignee-For purposes of notification only.)
CONSERVATION CHEMICAL COMPANY OF ILLINOIS 6500 INDUSTRIAL HIGHWAY

DESTINATION: GARY, STATE: INDIANA COUNTY: LAKE

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER: CCCI CAR OR VEHICLE INITIALS & NO.: 260 Van

NO. PACKAGES	DESCRIPTION	WEIGHT SUBJ. TO COR.	CLASS OR RATE	CHECK COLUMN
	30 GALLON DRUMS CYANIDE WASTE solution CORROSIVES			

NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges advanced $

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per K. BUSSER JOHNSON OUTBOARD Per

DEPART TERMINAL		GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE GHG
ARRIVE TERMINAL		MILES OUT						
TOTAL TIME		MILES IN		DRIVER'S SIGNATURE				
ARRIVE PLANT		DELAY AT TERMINAL		REMARKS:				
START LOAD								
FINISH LOAD								
DEPART PLANT								
TOTAL TIME IN PLANT	HRS. : MIN.							

FILE COPY

No. 0263

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

CUSTOMER ORDER RECORD

CUSTOMER: JOHNSON OUTBOARD MOTORS — DATE: 9-30-74

ADDRESS: 200 SEAHORSE DRIVE — TAKEN BY: KAREN

WAUKEGAN, ILLINOIS — PHONE: — CUSTOMER ORDER NO.: BLANKET

PERSON PLACING ORDER: DON PICARD — DATE REQUESTED: 10-2-74

ITEM NO.	QUANTITY	DESCRIPTION — GALLONS, DRUMS, ETC.
1	80	30 GALLON DRUMS SPENT CYANIDE WASTE
		PICKUP AT NORTH LOADING DOCK

REMARKS:

ACCOUNTING CODE: 302-

DISPATCHING

COST CODE: 3586 (8)

Johnson OUTBOARDS
A DIVISION OF OUTBOARD MARINE CORPORATION WAUKEGAN, ILLINOIS 60085

VENDOR CODE NO. C19562JOP

No. C 37402

JOHNSON REFERENCE	CODE	DATE	VENDOR REFERENCE	GROSS AMOUNT	DISC.
0729140110-04			0000009186	1675.00	.00

JOHNSON REFERENCE	CODE	DATE	VENDOR REFERENCE	GROSS AMOUNT	DISC.

CODE 1-INVOICE 2-YOUR CREDIT MEMO 3-OUR DEBIT MEMO 4-OUR CREDIT MEMO 5-MISC. 6-FREIGHT BILLS

00 ATTACHMENTS TOTALS ▶ ****1675.00 *****.*

DETACH STATEMENT BEFORE DEPOSITING CHECK

CHECK IS IN FULL PAYMENT OF THE ITEMS LISTED ABOVE

COPY

INVOICE

C 9242

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE OCTOBER 25, 1974

SOLD TO:
JOHNSON OUTBOARD MOTORS
200 SEAHORSE DRIVE
WAUKEGAN, ILLINOIS 60085

SHIP TO:

CUSTOMER'S ORDER NO	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO.
P 053163	10-25-74	OUR TRUCK	NET 30 DAYS		

QTY. ORD'D	QTY. B.O.	DESCRIPTION	QTY. SHIP'D	UNIT PRICE	AMOUNT
		PICK UP AND DISPOSAL SPENT CAUSTIC SOLUTION IN DRUMS			
		B/L 20110 25 - 55 GALLON DRUMS @	$6.00		$150.00
		Pick Up Charge:			75.00
		TOTAL DUE:			$225.00
		PAID NOV 29 1974 #C 39181			
302-3576					

Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended

INVOICE

G 9242

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE OCTOBER 25, 19 74

SOLD TO

JOHNSON OUTBOARD MOTORS
200 SEAHORSE DRIVE
WAUKEGAN, ILLINOIS 60085

SHIP TO

CUSTOMER'S ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO.
P 053168	10-25-74	OUR TRUCK	NET 30 DAYS		

QTY. ORD'D	QTY. SHP'D	DESCRIPTION	QTY. SHP'D	UNIT PRICE	AMOUNT
		PICK UP AND DISPOSAL SPENT CAUSTIC SOLUTION IN DRUMS			
		B/L 28118 25 - 55 GALLON DRUMS @	$6.00		$150.00
		Pick Up Charge:			75.00
		TOTAL DUE:			$225.00

PAID
NOV 29 1974
#C-39181

302-3576

"Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended."

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.
RECEIVED subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading,

BILL OF LADING NO.
20110

CONSERVATION CHEMICAL COMPANY
OF ILLINOIS

SHIPPER'S NO

CARRIER'S NO

AT: CAUKEGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS 200 SEAHORSE DRIVE

OCTOBER 25, 1974

NAME OF CARRIER CCCI

CONSIGNED TO (Mail or street address of consignee-For purposes of notification only)
CONSERVATION CHEMICAL COMPANY OF ILLINOIS 6500 INDUSTRIAL HIGHWAY

DESTINATION: GARY, STATE: INDIANA COUNTY: LAKE

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat)

P.O. NO.

DELIVERING CARRIER: CCCCI CAR OR VEHICLE INITIALS & NO.: MARCUS TRUCK

NO PACKAGES	DESCRIPTION	WEIGHT SUBJ TO COR.	CLASS OR RATE	CHECK COLUMN
25	~~30 [illegible]~~ D. G. 55 gal Drums Used Caustic			
	CORROSIVES			

NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per K. BUSSER JOHNSON OUTBOARD [illegible]nt, Per

DEPART TERMINAL	[illegible]	GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE GHS.
ARRIVE TERMINAL	[illegible]	MILES OUT 68	35 25	146				
TOTAL TIME	[illegible]	MILES IN 68	360	DRIVER'S SIGNATURE				
ARRIVE PLANT	[illegible]	DELAY AT TERMINAL		REMARKS:				
START LOAD								
FINISH LOAD	[illegible]							
DEPART PLANT	[illegible]							
TOTAL TIME IN PLANT	HRS. 1 MIN. 30							

ACCOUNTING COPY

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and that the Original Bill of Lading is in full force and effect in the carrier named herein, and is intended solely for filing or record.
RECEIVED subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

CONSERVATION CHEMICAL COMPANY
OF ILLINOIS

[illegible] in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned and destined as indicated below, which said carrier (the word carrier throughout this contract shall mean any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariffs if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the uniform bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns. (Mail or street address of consignee - for purposes of notification only.)

AT: CAUKEGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS 200 SEAHORSE DR

OCTOBER 25, 1974 NAME OF CARRIER CC

CONSIGNED TO (Mail or street address of consignee-For purposes of notification only)
CONSERVATION CHEMICAL COMPANY OF ILLINOIS 6500 INDUSTRIAL HIGHWAY

DESTINATION: GARY, STATE: INDIANA COUNTY: LAKE

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER: CCCCI CAR OR VEHICLE INITIALS & NO.: MARCUS TRUCK

NO. PACKAGES	DESCRIPTION	WEIGHT SUB TO CCR.	CLASS OR RATE	CHECK COLUMN
	30 GALLON DRUMS CYANIDE			
	CORROSIVES			

NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

AGENT MUST DETACH AND RETAIN THIS SHI
ORDER AND MUST SIGN THE ORIGINAL BILL OF L

CCCI Shipper, Per K. BUSSER JOHNSON OUTBOARD nt, Per

DEPART TERMINAL		GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP
ARRIVE TERMINAL		MILES OUT				
TOTAL TIME		MILES IN	DRIVER'S SIGNATURE			
ARRIVE PLANT		DELAY AT TERMINAL	REMARKS:			
START LOAD						
FINISH LOAD						
DEPART PLANT						
TOTAL TIME IN PLANT	HRS. MIN.					

FILE COPY

No. 0067

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

CUSTOMER ORDER RECORD

CUSTOMER Johnson Outboard Motors

ADDRESS 200 Seahorse Drive

Waukegan, Ill. PHONE

PERSON PLACING ORDER Don Piccard

DATE 10-23-74

TAKEN BY Ray

CUSTOMER ORDER NO. Blanket

DATE REQUESTED 10-25-74

ITEM NO.	QUANTITY	DESCRIPTION — GALLONS, DRUMS, ETC.
1	12-15	30 gal. caustic
2	25-30	30 gal. cyanide

They are threatened with a strike on Monday

REMARKS:

ACCOUNTING CODE 302

COST CODE 356

BILLING

Johnson OUTBOARDS
A DIVISION OF OUTBOARD MARINE CORPORATION WAUKEGAN, ILLINOIS 60085

VENDOR CODE NO. C19562JOP No. C 39181

JOHNSON REFERENCE	CODE	DATE	VENDOR REFERENCE	GROSS AMOUNT	DISC.
0776230110-25			0000009242	225.00	.00

JOHNSON REFERENCE	CODE	DATE	VENDOR REFERENCE	GROSS AMOUNT	DISC

CODE: 1-INVOICE 2-YOUR CREDIT MEMO 3-OUR DEBIT MEMO 4-OUR CREDIT MEMO 5-MISC. 6-FREIGHT BILLS

00 ATTACHMENTS TOTALS ▶ *****225.00 *****

DETACH STATEMENT BEFORE DEPOSITING CHECK

CHECK IS IN FULL PAYMENT OF THE ITEMS LISTED ABOVE

COPY

INVOICE

C 9377

CONSERVATION CHEMICAL COMPANY

OF ILLINOIS

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE 12-12- 19 74

SOLD TO

JOHNSON OUTBOARD MOTORS
200 SEAHORSE DRIVE
WAUKEGAN, ILLINOIS 60085

SHIP TO

CUSTOMER'S ORDER NO	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO
P 05316M	12-5-74	OUR TRUCK	NET 30 DAYS		

QTY. ORD'D.	QTY. B. O.	DESCRIPTION	QTY. SHIP'D.	UNIT PRICE	AMOUNT
		PICK UP AND DISPOSAL SPENT CYANIDE SLUDGE IN DRUMS			
		B/L 20348 23 - 55 GALLON DRUMS @ $30.00			$ 690.00
		46 - 30 GALLON DRUMS @ $20.00			920.00
					$1,610.00
		FREIGHT CHARGE:			75.00
		TOTAL DUE:			$1,685.00

PAID
JAN 29 1975
#C 41321

302-3876

701 Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended.

PAI

JAN 29 1975

41321

302-3576

701 "Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended."

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

BILL OF LADING NO.
20348

CONSERVATION CHEMICAL COMPANY
OF ILLINOIS

SHIPPER'S NO.

The property [illegible] in apparent good order, except as noted, contents and condition of packages unknown, marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns. (Mail or street address of consignee - For purposes of notification only.)

CARRIER'S NO.

AT: WAUKEGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS, 200 SEAHORSE DRIVE (DON PICARD)

DECEMBER 5, 1974

NAME OF CARRIER CCCI

CONSIGNED TO (Mail or street address of consignee-For purposes of notification only.)
CONSERVATION CHEMICAL COMPANY OF ILLINOIS

DESTINATION GARY, STATE INDIANA COUNTY

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO. 207004

DELIVERING CARRIER CCCI CAR OR VEHICLE INITIALS & NO. 479-TP Van

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.)

NO. PACKAGES	DESCRIPTION	WEIGHT SUB. TO COR.	CLASS OR RATE	CHECK COLUMN
	40			
25	55 GALLON DRUMS CYANIDE SLUDGE			
46	30 GALLON DRUMS CYANIDE SLUDGE			
	55 GALLON DRUMS CAUSTIC LIQUID			
	D. Tierney			
	POISON AND CORROSIVES			

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges advanced $

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per K. BUSSER JOHNSON OUTBOARD Agent, Per

		GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE CHG.
DEPART TERMINAL	530							
ARRIVE TERMINAL		MILES OUT 242215						
TOTAL TIME	1145 (6¼)	MILES IN 242352	(137)					
ARRIVE PLANT	800	DELAY AT TERMINAL 2						
START LOAD								
FINISH LOAD								
DEPART PLANT								
TOTAL TIME IN PLANT	HRS 330 MIN.							

DRIVER'S SIGNATURE [illegible]

REMARKS: - Driver -
*Pick up Samples - J Horn Should Have dropped them off for you.

ACCOUNTING COPY

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

BILL OF LADING NO
2[illegible]

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

SHIPPER'S NO

The property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns. (Mail or street address of consignee - For purposes of notification only.)

CARRIER'S NO.

AT: WAUKEGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS, 200 SEAHORSE DRIVE (DON PICARD)

NAME OF CARRIER CCCI

DECEMBER 5, 1974

CONSIGNED TO (Mail or street address of consignee-For purposes of notification only.)
CONSERVATION CHEMICAL COMPANY OF ILLINOIS

DESTINATION GARY, STATE INDIANA COUNTY

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER CCCI CAR OR VEHICLE INITIALS & NO. 479-TP Van

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.)

NO. PACKAGES	DESCRIPTION	WEIGHT SUBJ. TO CORR.	CLASS OR RATE	CHECK COLUMN
	55 GALLON DRUMS CYANIDE SLUDGE 30 GALLON DRUMS CYANIDE SLUDGE 55 GALLON DRUMS CAUSTIC LIQUID POISON AND CORROSIVES			

If charges are to be prepaid write or stamp here, "To be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges advanced: $

NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per K. BUSSER JOHNSON OUTBOARD Agent, Per

DEPART TERMINAL		GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE CHG
ARRIVE TERMINAL		MILES OUT						
TOTAL TIME	1145	MILES IN		DRIVER'S SIGNATURE				
ARRIVE PLANT		DELAY AT TERMINAL		REMARKS:				
START LOAD								
FINISH LOAD								
DEPART PLANT								
TOTAL TIME IN PLANT	HRS. MIN.							

FILE COPY

No. 0084

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

CUSTOMER ORDER RECORD

CUSTOMER Johnson Outboard Motors DATE 12-3-74

ADDRESS 200 Seahorse Drive TAKEN BY Karen

Waukegan, Illinois PHONE 689-6300 CUSTOMER ORDER NO. Blanket

PERSON PLACING ORDER Dr. Picard Ext. 6156 DATE REQUESTED 12-5-74

ITEM NO.	QUANTITY	DESCRIPTION — GALLONS, DRUMS, ETC
1	80	55 gal. cyanide sludge
2	12	55 gal. liquid caustic

REMARKS:

ACCOUNTING CODE 302 COST CODE 3576 (a)

DISPATCHING

Johnson Outboards
A DIVISION OF OUTBOARD MARINE CORPORATION WAUKEGAN, ILLINOIS 60085

VENDOR CODE NO. C19562JOP No. C 41321

JOHNSON REFERENCE	CODE	DATE	VENDOR REFERENCE	GROSS AMOUNT	DISC.
0863860112-12			0C00CC9377	1685.00	.00

RECEIVED
JAN 29 1975

JOHNSON REFERENCE	CODE	DATE	VENDOR REFERENCE	GROSS AMOUNT	DISC.

CODE: 1-INVOICE 2-YOUR CREDIT MEMO 3-OUR DEBIT MEMO 4-OUR CREDIT MEMO 5-MISC. 6-FREIGHT BILLS

00 ATTACHMENTS TOTALS ▶ ****1685.00 *****.**

DETACH STATEMENT BEFORE DEPOSITING CHECK

CHECK IS IN FULL PAYMENT OF THE ITEMS LISTED ABOVE

COPY

INVOICE

G 9398

CONSERVATION CHEMICAL COMPANY

OF ILLINOIS

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE DECEMBER 20, 1974

SOLD TO

JOHNSON OUTBOARD MOTORS
200 SEAHORSE DRIVE
WAUKEGAN, ILLINOIS 60085

SHIP TO

CUSTOMER'S ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO.
P 05316	12-19-74	OUR TRUCK	NET 30 DAYS		

QTY. ORD'D.	QTY. B. O.	DESCRIPTION	QTY. SHIP'D.	UNIT PRICE	AMOUNT
		PICK UP AND DISPOSAL SPENT CAUSTIC AND CYANIDE DRUMS			
		B/L 20425 19 - 30 GALLON DRUMS CYANIDE @ $20.00 =			$ 380.00
		12 - 55 GALLONS DRUMS CAUSTIC @ $ 6.00 =			72.00
					452.00
		FREIGHT CHARGE:			75.00
		TOTAL DUE:			$ 527.00

PAID
FEB 7 1975
#C 41450

302-3576

701 "Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended."

		SHIPPED VIA		SALESMAN	

FREIGHT CHARGE:

TOTAL DUE:

PAID

FEB 7 1975

#C-41450

302-3576

701 "Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended."

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading,

BILL OF LADING NO.
20425

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

SHIPPER'S NO.

the property described below in apparent good order except as noted (contents and condition of packages unknown), marked, consigned, and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.
(Mail or street address of consignee - For purposes of notification only.)

CARRIER'S NO.

AT: WAUKEGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS 200 SEAHORSE DRIVE

DECEMBER 19, 19 74

NAME OF CARRIER: CCCI

CONSIGNED TO (Mail or street address of consignee-For purposes of notification only.)
CONSERVATION CHEMICAL COMPANY OF ILLINOIS

DESTINATION: GARY, STATE: INDIANA COUNTY:

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER: CCCI CAR OR VEHICLE INITIALS & NO. 247 TP Ban

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges advanced $

NO. PACKAGES	DESCRIPTION	WEIGHT SUB. TO COR.	CLASS OR RATE	CHECK COLUMN
	30 GALLON DRUMS SPENT LIQUID CYANIDE			
19	30 GALLON DRUMS SPENT SOLID CYANIDE			
12	55 GALLON DRUMS SPENT CAUSTIC			
	POISON - CORROSIVES			

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

CCCI Shipper, Per K. BUSSER Agent, Per JOHNSON OUTBOARD MOTORS

DEPART TERMINAL	600	GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE GHG.
ARRIVE TERMINAL	315	MILES OUT 164 454						
TOTAL TIME	9¼	MILES IN 108720	206	DRIVER'S SIGNATURE				
ARRIVE PLANT	[illegible]	DELAY AT TERMINAL		REMARKS:				
START LOAD	540							
FINISH LOAD	10[illegible]							
DEPART PLANT	10[illegible]							
TOTAL TIME IN PLANT	HRS. MIN.							

ACCOUNTING COPY

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.
RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading,

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

the property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.
(**Mail or street address of consignee - For purposes of notification only.**)

AT: WAUKEGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS 200 SEAHORSE

NAME OF CARRIER

DECEMBER 19, 19 74

CONSIGNED TO (Mail or street address of consignee-For purposes of notification only.)

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

DESTINATION STATE COUNTY

GARY, INDIANA

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER CAR OR VEHICLE INITIALS & NO.

CCCI 247 TP Ba

NO. PACKAGES	DESCRIPTION	WEIGHT SUB. TO COR.	CLASS OR RATE	CHECK COLUMN
	30 GALLON DRUMS SPENT LIQUID CYANIDE			
	30 GALLON DRUMS SPENT SOLID CYANIDE			
	55 GALLON DRUMS SPENT CAUSTIC			
	POISON - CORROSIVES			

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

AGENT MUST DETACH AND RETAIN THIS SH
ORDER AND MUST SIGN THE ORIGINAL BILL OF L

CCCI Shipper, Per K. BUSSER JOHNSON OUTBOARD B Agent, Per

DEPART TERMINAL		GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP
ARRIVE TERMINAL		MILES OUT				
TOTAL TIME		MILES IN		DRIVER'S SIGNATURE		
ARRIVE PLANT		DELAY AT TERMINAL		REMARKS:		
START LOAD						
FINISH LOAD						
DEPART PLANT						
TOTAL TIME IN PLANT	HRS. MIN.					

FILE COPY

JOHNSON OUTBOARDS
A DIVISION OF OUTBOARD MARINE CORPORATION WAUKEGAN, ILLINOIS 60085

VENDOR CODE NO. C19562JOP No. C 41450

JOHNSON REFERENCE	CODE	DATE	VENDOR REFERENCE	GROSS AMOUNT	DISC.
0873000112-20			0000009398	527.00	.00

JOHNSON REFERENCE	CODE	DATE	VENDOR REFERENCE	GROSS AMOUNT	DISC.

CODE: 1-INVOICE 2-YOUR CREDIT MEMO 3-OUR DEBIT MEMO 4-OUR CREDIT MEMO 5-MISC. 6-FREIGHT BILLS

00 ATTACHMENTS TOTALS ▶ *****527.00 *****.**

DETACH STATEMENT BEFORE DEPOSITING CHECK

CHECK IS IN FULL PAYMENT OF THE ITEMS LISTED ABOVE

COPY

INVOICE

G 9654

CONSERVATION CHEMICAL COMPANY

OF ILLINOIS

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE MARCH 28, 19 75

SOLD TO:
JOHNSON OUTBOARD MOTORS
200 SEAWORK DRIVE
WAUKEGAN, ILLINOIS 60085

SHIP TO:

CUSTOMER'S ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO.
P 19897 B	3-13-75	OUR TRUCK	NET 30 DAYS		

ORD. QUAN.	SHIP. QUAN.	DESCRIPTION	PRICE		AMOUNT
		PICK UP AND DISPOSAL SPENT SOLID CYANIDES IN DRUMS			
		B/L 20099 68 - 30 GALLON DRUMS	@ $35.00	=	$2,380.00
		FREIGHT CHARGES			129.50
		TOTAL DUE:			$2,509.50

PAID
APR 24 1975
#C 45398

302-3576

701 "Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended."

Johnson OUTBOARDS

A DIVISION OF OUTBOARD MARINE CORPORATION

WAUKEGAN, ILLINOIS, U. S. A. 60085

RECEIVED JAN 31 1975

COPY

Supplement No. 1

To Purchase Order No. P 19897

Dated 12/17/74

SUPPLEMENT TO PURCHASE ORDER

Date 1/29/75

To CONSERVATION CHEMICAL CO
BOX 6066
GARY, INDIANA 46406

PLANT 2

THIS SUPPLEMENT TO:

(A) TO COVER THE COSTS OF PICK UP AND DISPOSE OF WASTE CYANIDE.
NEW PRICE FOR DISPOSAL

CYANIDE WASTES	55 GALLON DRUM	$50.00
	30 GALLON DRUM	$35.00
FREIGHT CHARGE PER PICK-UP		$129.50

6

Johnson OUTBOARDS
DIVISION OF OUTBOARD MARINE CORPORATION

Buyer R. GIBSON

J. G. KOHLER, DIRECTOR OF PURCHASES

FUEL 14

RECEIVED DEC 20 1974

PURCHASE ORDER

P 19897 M

Johnson OUTBOARDS

200 SEA HORSE DRIVE
WAUKEGAN, ILLINOIS 60085
PHONE: Area Code 312 689-6200

IMPORTANT: ABOVE NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING MEMOS, BILLS OF LADING, EXPRESS RECEIPTS AND PACKAGES.

PART NO:

DATE: 12/17/74

SHIP TO:

- [ ] PLANT #1 WAUKEGAN, ILL.
- [X] PLANT #2 WAUKEGAN, ILL.
- [ ] PLANT #3 WAUKEGAN, ILL.
- [ ] OTHER:

VIA:

TO
CONSERVATION CHEMICAL CO
BOX 6066
GARY, INDIANA 46406

C 19562

PLEASE ENTER OUR ORDER FOR THE FOLLOWING SUBJECT TO THE CONDITIONS LISTED ON THE REVERSE SIDE HEREOF

ITEM	QUANTITY	DESCRIPTION	PRICE
		BLANKET ORDER	
		TO COVER THE COSTS OF PICK UP AND DISPOSE OF WASTE CYANIDE AND CAUSTIC SODA FROM 1/1/75 TO 1/1/76USING A METHOD APPROVED BY THE EPA.	
		DISPOSAL COSTS AS FOLLOWS:	
		CYANIDE, 55 GALLON DRUM CAUSTIC, 55 GALLON DRUM	@$30.00
		CYANIDE, 30 GALLON DRUM $6.00	@20.00
		FREIGHT CHARGE OF	~~75.00/LOAD~~
		PLEASE INDICATE P O NUMBER ON ALL TRANSACTIONS	30 gal 36.00 55 gal 50.00

Per Article 3 (4) G Illinois Retailers' Occupation Tax Chargeable Only on Material Element of This Purchase.

2 By accepting this order, you undertake to hold us harmless, defend and indemnify us against all claims, actions, liability, loss and expense by reason of damage, injury or death to any property or person, whether caused by our acts or omissions or those of any other person, arising or alleged to arise out of the performance of work involving this purchase order.

1. Since your firm likely will perform work upon our premises, we must require from you certificates of insurance before work is commenced, evidencing your coverage of Workmen's Compensation, Employer's Liability and Public Liability with contractural coverage in amounts of $100,000/$300,000 for bodily injury and $100,000 for property damage. Certificates shall provide that insurance will not be cancelled or changed without ten (10) days' written notice to Outboard Marine Corporation.

150 miles

6 Freight = $129.00

WE WILL NOT BE RESPONSIBLE FOR MATERIAL PRODUCED OR SHIPPED AHEAD OF SCHEDULE

MATERIAL MUST BE IN OUR PLANT BY DATE SPECIFIED

- [ ] FOR RESALE ILLINOIS CERTIFICATE OF REGISTRATION #91-587
- [X] NOT FOR RESALE
- [ ] POLLUTION CONTROL NOT TAXABLE

Johnson OUTBOARDS
WAUKEGAN, ILLINOIS 60085
A DIVISION OF OUTBOARD MARINE CORPORATION

J. C. KOHLER — DIRECTOR OF PURCHASES

PLEASE INVOICE IN DUPLICATE
To JOHNSON OUTBOARDS
Not To Individuals Or Departments.

When phoning or writing Johnson Outboards regarding this order PLEASE contact the BUYER whose name appears below.

R. GIBSON
BUYER

INVOICE

CONSERVATION CHEMICAL COMPANY

OF ILLINOIS

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE APRIL 11, 1975

[illegible]
[illegible]
[illegible], ILLINOIS 60035

CUSTOMER'S ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO
P 10[illegible] B	4-10-75	[illegible]	NET 30 DAYS		

	PICK UP AND DISPOSAL SPENT WASTE SOLUTIONS/SOLIDS IN DRUMS		
B/L 20995	29 - 55 GALLON DRUMS CAUSTIC @ $5.00		$ 174.00
	51 - 30 GALLON DRUMS CYANIDE @ $35.00		1,785.00
			1,959.00
	FREIGHT CHARGE:		129.50
	DEMURRAGE IN EXCESS OF ONE HOUR: 1 HR. @ $20.00		20.00
	TOTAL DUE:		$2,108.50

PAID
MAY 15 1975
CK# C46377
KM

302-3576

701 "Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended."

INVOICE

G 9722

CONSERVATION CHEMICAL COMPANY

OF ILLINOIS

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

DATE APRIL 11, 19 75

CUSTOMER: JOHNSON OUTBOARD MOTORS
200 SEAHORSE DRIVE
WAUKEGAN, ILLINOIS 60085

SHIP TO:

CUSTOMER'S ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO.
P 19897 B	4-10-75	OUR TRUCK	NET 30 DAYS		

	PICK UP AND DISPOSAL SPENT WASTE SOLUTIONS/SOLIDS IN DRUMS		
	B/L 20893 29 - 55 GALLON DRUMS CAUSTIC @ $6.00		$ 174.00
	51 - 30 GALLON DRUMS CYANIDE @ $35.00		1,785.00
			1,959.00
	FREIGHT CHARGE:		129.30
	DEMURRAGE IN EXCESS OF ONE HOUR: 1 HR. @ $20.00		20.00
	TOTAL DUE:		$2,108.30

PAID
MAY 15 1975
CK # C46377
KM

302-3976

701 "Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended."

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading,

BILL OF LADING NO.
20893

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

SHIPPER'S NO.

the property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of the shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns. (Mail or street address of consignee - For purposes of notification only.)

CARRIER'S NO.

AT: WAUKEGAN, ILLINOIS FROM JOHNSON OUTBOARD MOTORS, 200 SEAHORSE DRIVE

4-10
~~MARCH~~, 1975

NAME OF CARRIER CCCI

CONSIGNED TO (Mail or street address of consignee-For purposes of notification only.)
CONSERVATION CHEMICAL COMPANY OF ILLINOIS

DESTINATION: GARY, STATE: INDIANA COUNTY:

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO. 4-4

DELIVERING CARRIER: CCCI CAR OR VEHICLE INITIALS & NO. 223 TP Van

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges advanced: $

NO. PACKAGES	DESCRIPTION	WEIGHT SUB TO COR.	CLASS OR RATE	CHECK COLUMN
	55 GALLON DRUMS SPENT CAUSTIC @ 6.00			
	55 GALLON DRUMS SPENT CYANIDES - ~~SOLIDS~~			
55	55 GALLON DRUMS SPENT CYANIDES - LIQUID Solids	@ 55.00		
	POISON			

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING.

CCCI Shipper, Per K. HUSSER JOHNSON OUTBOARD Agent, Per D. Pacaid

DEPART TERMINAL	7:00	GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE BEG.
ARRIVE TERMINAL	2:45	MILES OUT						
TOTAL TIME	7	MILES IN 251080	125	DRIVER'S SIGNATURE				
ARRIVE PLANT	1030	DELAY AT TERMINAL		REMARKS:				
START LOAD	1100							
FINISH LOAD								
DEPART PLANT								
TOTAL TIME IN PLANT	HRS. MIN.							

ACCOUNTING COPY

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. RECEIVED subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

BILL OF LADING NO
23093

CONSERVATION CHEMICAL COMPANY OF ILLINOIS

SHIPPER'S NO

The carrier shall not be liable for shortage, loss or damage unless caused by its negligence, nor in any event shall the carrier be liable for more than actual loss or damage to the property, nor for any loss or damage to property not delivered to the consignee, nor for any loss or damage to property delivered to the consignee without recourse on the consignor, nor for any loss or damage to property delivered to the consignee without recourse on the consignor, nor for any loss or damage to property delivered to the consignee without recourse on the consignor

Johnson OUTBOARDS
A DIVISION OF OUTBOARD MARINE CORPORATION WAUKEGAN, ILLINOIS 60085

VENDOR CODE NO. C19562JOP

No. C 46377

JOHNSON REFERENCE	CODE	DATE	VENDOR REFERENCE	GROSS AMOUNT	DISC.
1040180	1	04-11	0000009722	2108.50	.00

RECEIVED
MAY 15 1975

JOHNSON REFERENCE	CODE	DATE	VENDOR REFERENCE	GROSS AMOUNT	DISC.

CODE: 1-INVOICE 2-YOUR CREDIT MEMO 3-OUR DEBIT MEMO 4-OUR CREDIT MEMO 5-MISC. 6-FREIGHT BILLS

00 ATTACHMENTS TOTALS ▶ ****2108.50 *****.

DETACH STATEMENT BEFORE DEPOSITING CHECK

CHECK IS IN FULL PAYMENT OF THE ITEMS LISTED ABOVE

G 60143

INVOICE

CONSERVATION CHEMICAL COMPANY

REMIT TO:
106 W. 14TH STREET SUITE 2406
KANSAS CITY, MO. 64105

OPERATING PLANT:
6500 INDUSTRIAL HIGHWAY
BOX 6066
GARY, INDIANA 46406
(312) 734-2441
(219) 949-8229

DATE FEBRUARY 5 19 80

SOLD TO:
OMC LINCOLN
900 NORTH 21st STREET, BOX 82409
LINCOLN, NEBRASKA 68501

CUSTOMER'S ORDER NO.	DATE PICKED UP	SHIPPED VIA	ACCOUNT	TERMS	CUSTOMER NO.	B/L NO.
28091	2/5/80	Yellow Freight		NET 30		12470

QTY. ORD'D	QTY. S.O.	DESCRIPTION	QTY SHP'D.	UNIT PRICE	AMOUNT
		DRUMS OF CYANIDE SOLUTION FOR DISPOSAL	10	$ 50 00	$ 500 00
		TOTAL AMOUNT DUE			$ 500 00
		CODES: 6359 500.00			

"Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended."

1. CUSTOMER
2. CUSTOMER
3. ADMINISTRATIVE OFFICE
4. PLANT FILE
5. CUSTOMER FILE

G 60143

INVOICE

CONSERVATION CHEMICAL COMPANY

REMIT TO:
106 W. 14TH STREET SUITE 2406
KANSAS CITY, MO. 64105

OPERATING PLANT:
6500 INDUSTRIAL HIGHWAY
BOX 6066
GARY, INDIANA 46406
(312) 734-2441
(219) 949-8229

DATE FEBRUARY 5 1980

SOLD TO
OMC LINCOLN
900 NORTH 21st STREET, BOX 82409
LINCOLN, NEBRASKA 68501

SHIP TO

CUSTOMER'S ORDER NO	DATE PICKED UP	SHIPPED VIA	ACCOUNT	TERMS	CUSTOMER NO	B/L NO
28091	2/5/80	Yellow Freight		NET 30		12470

QTY. ORD'D	QTY. B.O.	DESCRIPTION	QTY. SHP'D	UNIT PRICE	AMOUNT
		DRUMS OF CYANIDE SOLUTION FOR DISPOSAL	10	$ 50 00	$ 500 00
		TOTAL AMOUNT DUE			$ 500 00
		CODES: 6359 500.00			

Sales agreements that will respond to the production of the art as covered by the [illegible] Fair Labor Standards Act of 1938 [illegible]

1 CUSTOMER
2 CUSTOMER
3. ADMINISTRATIVE OFFICE
4 PLANT FILE
5 CUSTOMER [illegible]

THIS SHIPPING ORDER must be legibly filled in, in Ink, Indelible Pencil, or in Carbon, and returned by the Agent.

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading,

BILL OF LADING NO.

12470

SHIPPER'S NO.

CONSERVATION CHEMICAL COMPANY

the property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns. (Mail or street address of consignee - For purposes of notification only.)

CARRIER'S NO.

AT: LINCOLN, NEBRASKA FROM OMC - LINCOLN CUSHMAN RYAN

FEBRUARY 5 19 80

NAME OF CARRIER YELLOW FRGHT

CONSIGNED TO (Mail or street address of consignee-For purposes of notification only.)

CONSERVATION CHEMICAL CO. OF ILLINOIS

DESTINATION GARY STATE INDIANA COUNTY LAKE

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO. 28091

DELIVERING CARRIER YELLOW FREIGHT CAR OR VEHICLE INITIALS & NO.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

PREPAID

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____

(The signature here acknowledges only the amount prepaid.)

Charges Advanced: $

NO. PACKAGES	DESCRIPTION	WEIGHT SUB. TO COR.	CLASS OR RATE	CHECK COLUMN
6	_____DRUMS OF CYANIDE MIXTURE, LIQUID/POISONOUS LIQUID N.O.S.. FOR DISPOSAL "THIS IS TO CERTIFY THAT THE ABOVE NAMED ARTICLES ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION." PLACARDED: POISON			

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

YELLOW FRGHT Shipper, Per JIM Agent, Per

DEPART TERMINAL		GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE CHG.
ARRIVE TERMINAL		MILES OUT						
TOTAL TIME		MILES IN						
ARRIVE PLANT		DELAY AT TERMINAL						
START LOAD								
FINISH LOAD								
DEPART PLANT								
TOTAL TIME IN PLANT	HRS. MIN.							

DRIVER'S SIGNATURE

REMARKS:

CUSTOMER COPY

YELLOW

(Name of Carrier) (Town and State)

Shipper's No. 03937

RECEIVE, subject to the classifications and tariffs in effect on the date of the issue of this Shipping Order.

at Lincoln, Nebr. JAN. 29 19 80 From OMC LINCOLN
CUSHMAN • RYAN

Carrier's No.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to CONSERVATION CHEMICAL CO. 6500 INDUSTRIAL HIWAY ATTN: JIM WILLIAMS

On Collect on Delivery shipments, the letters "COD" must appear before consignee's name ▲ or as otherwise provided in Item 430, Sec. 1. (Mail or street address of consignee—For purposes of notification only.)

Destination GARY State IN. 46406 County Delivery Address *

(*To be filled in only when shipper desires and governing tariffs for delivery thereof.)

Route YELLOW

Delivering Carrier Vehicle or Car Initial No.

C.O.D.† $ Fee Total Remit To OMC LINCOLN

900 NORTH 21 STREET • LINCOLN, NEBRASKA 68501

C.O.D. charge to be paid by { Shipper ☐ Consignee ☐

No. Pkgs.	HM	Type Pkgs.	Description of Articles, Special Marks, and Exceptions	*Weight (Sub. to Cor.)	Class or Rate	Check Col.
			CARS, ELECTRIC NOI PDA W/PIECES ATTACHED (NMFC 190230 SUB 4)			
			CARS, GOLF, MSGR. OR LIGHT DEL. GAS, PDA W/PIECES ATTACHED (NMFC 190235 SUB 2)			
			MOTOR SCOOTERS, 2 OR 3 WHEELED, GASOLINE POWERED IN BOXES OR CRATES HAVING A DENSITY OF: LESS THAN 8 LBS. PER CUBIC FOOT OR MORE.	3C	PCS. 10	
			ENGINES, INTERNAL COMBUSTION NOI RELEASED TO VALUE $2.50 PER LB.			
			MACHINERY PARTS NOIBN I/S			
			HARDWARE NOI I/S			
			VEHICLE PARTS NOI			
			GLASS, BENT, LESS THAN 220 UNITED INCHES			
			VEHICLE TOPS NOI SU			
			VEHICLE TOPS NOI KDF IN BOXES OR CRATES			
			MACHINES, NOI KD SU			
			AERATORS, TURF, SELF-PROPELLED KD SU			
			SPRINGS, STL., ELLIPTIC OR SEMI-ELLIPTIC, VEHICLE			
			GENERATORS OR MOTORS, ELEC. WT. OVER 5 LBS. EA.			
			LAWN-MOWER POWERED KD			
			MOWER ATTACHMENT FOR ABOVE			
			A---------- 10			

YELLOW FREIGHT SYSTEM, INC.
REC
DIVOR
CUS
FREIGHT (D)

C.O.D. charge to be paid by { Shipper ☐ Consignee ☐

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid write or stamp here "To be Prepaid."

PPD 42-3146.0

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per

(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$

Customer's Order No.

THIS IS TO CERTIFY THAT the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation.

OMC LINCOLN

J. E. Wright
Shipper Name

(HAZARDOUS ARTICLES)

†Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Uniform or National Motor Freight Classification.

*If shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight. Note—where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

OMC LINCOLN, SHIPPER
A DIVISION OF OUTBOARD MARINE CORPORATION

Agent.

2 Per M.W.R

Permanent post-office address of shipper, LINCOLN, NEBR. 68501

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading

14502

INV. DATE	AMOUNT	DESCRIPTION	TOTAL AMOUNT	DISCOUNT	NET CHECK
2-5					500.00

OMC Lincoln
A DIVISION OF OUTBOARD MARINE CORPORATION
LINCOLN, NEBRASKA 68501

Debit And Shipping Memorandum From

OMC Lincoln
CUSHMAN-RYAN

No. 03937

PAGE OF

DATE 1/23/80

Charge To: BY PURCHASING AGENT

Attn: Jim Williams
Conservation Chemical Co.
6500 Industrial Hiway
Gary, Indiana 46406

SHIP TO: (if same leave blank)

SHIP VIA Best Way COLLECT ☐ PREPAID ☑ ROUTE TO Tom Wicken

OUR PART CODE NO	QUAN. REQUISITION	QUAN SHIPPED	DESCRIPTION	STD. COST	UNIT COST	TOTAL
	10	10	55 gal. drums Zinc Cyanide Solution	N/C		
			Poisonous liquid NOS			
			Hazardous class, Poison B			

D/M MATERIAL

ACCT. # 42-3146.0 MATERIAL @ STD. COST

A/C # 53-8020 VARIANCE

ACCT. # INBOUND TRANSPORTATION

ACCT. # 42-3146.0 OUTBOUND TRANSPORTATION

TOTAL DEBIT

UNITS AND DA. NO'S.

REASON FOR RETURN To be destroyed at $50.00 per drum-- Barrells must have HAZARD and Poison labels-- Barrells must be marked 1 thru 10-- Shipping Must Show Hazard & Poison on B/L. Attach copy to Vendor Copy Showing Chemical Content.

SEE PURCHASE ORDER # REPLACEMENT ☐ DO NOT REPLACE ☐ NO. OF CONTAINERS
REC'D. ON PURCHASE ORDER # YOUR INVOICE # DATED TOTAL WEIGHT

PACKING LIST

YELLOW FREIGHT SYSTEM

DO NOT WRITE IN THIS SPACE

10 EXTRA COPY

SLIP | DATE | GRY | 061-420382

ONE LINCOLN
NORTH 21 ST
LINCOLN NEBR
CONSERVATION CHEMICAL CO
INDUSTRIAL HIWAY ATTN JIM WILLIAMS
GARY IND

//DRUMS CYANIDE MIXTURE LIQUID
//POISONOUS LIQUID NOS HAZARDOUS CLASS
//POISON B POISON WHITE LABEL APPLIED

FSC

PER ITEM 45770
//HAZARDOUS MATERIALS
//STC-

2/5/80

PPD

C O D AMOUNT

APP.	PPM CYANIDE	APP.	PPM ZINC
#1	89,000		122,000
#2	138,000		85,000
#3	13,540		35,550
#4	21,375		73,000
#5	98,150		131,500
#6	11,145		73,000
#7	12,750		87,000
#8	137,700		85,000
#9	137,676		85,000
#10	138,000		85,000

G 60470

INVOICE

CONSERVATION CHEMICAL COMPANY

REMIT TO:
106 W. 14TH STREET SUITE 2406
KANSAS CITY, MO. 64105

OPERATING PLANT:
6500 INDUSTRIAL HIGHWAY
BOX 6066
GARY, INDIANA 46406
(312) 734-2441
(219) 949-8229

DATE OCTOBER 30 19 80

SOLD TO:
OMC CORPORATION
900 NORTH 21st STREET
LINCOLN, NEBRASKA 68501

CUSTOMER'S ORDER NO.	DATE PICKED UP	SHIPPED VIA	ACCOUNT	TERMS	CUSTOMER NO.	B/L NO.
	10/30/80	Yellow		NET 30		21178

QTY. ORD'D.	QTY. B.O.	DESCRIPTION	QTY. SHP'D.	UNIT PRICE	AMOUNT
		DISPOSAL OF DRUMMED CYANIDE	19	$ 60 00	$ 950 00
		TOTAL AMOUNT DUE			$ 950 00
		CODES: 6361 950.00			

"Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended."

1. CUSTOMER
2. CUSTOMER
3. ADMINISTRATIVE OFFICE
4. PLANT FILE
5. CUSTOMER FILE

G 6047C

INVOICE

CONSERVATION CHEMICAL COMPANY

REMIT TO:
106 W. 14TH STREET SUITE 2406
KANSAS CITY, MO. 64105

OPERATING PLANT:
5500 INDUSTRIAL HIGHWAY
BOX 6066
GARY, INDIANA 46406
(312) 734-2441
(219) 949-8229

DATE OCTOBER 30 19 80

SOLD TO
OMC CORPORATION
900 NORTH 21st STREET
LINCOLN, NEBRASKA 68501

SHIP TO

CUSTOMER'S ORDER NO.	DATE PICKED UP	SHIPPED VIA	ACCOUNT	TERMS	CUSTOMER NO.	B/L NO.
	10/30/80	Yellow		NET 30		21178

QTY ORD'D	QTY B/O	DESCRIPTION	QTY SHP'D	UNIT PRICE	AMOUNT
		DISPOSAL OF DRUMMED CYANIDE	19	$ 60 00	$ 950 00
		TOTAL AMOUNT DUE			$ 950 00
		CODES: 6311 950.00			

3. ADMINISTRATIVE OFFICE
4. PLANT FILE
5. C

G 60475

INVOICE

CONSERVATION CHEMICAL COMPANY

REMIT TO:
106 W. 14TH STREET SUITE 2406
KANSAS CITY, MO. 64105

OPERATING PLANT:
6500 INDUSTRIAL HIGHWAY
BOX 6066
GARY, INDIANA 46406
(312) 734-2441
(219) 949-8229

DATE NOVEMBER 4 19 80

SOLD TO

OMC CORPORATION
900 NORTH 21st STREET
LINCOLN, NEBRASKA 68501

CUSTOMER'S ORDER NO.	DATE PICKED UP	SHIPPED VIA	ACCOUNT	TERMS	CUSTOMER NO.	B/L NO.
				NET 30		

QTY. ORD'D.	QTY. S.O.	DESCRIPTION	QTY SHP'D.	UNIT PRICE	AMOUNT
		DUE TO ERROR IN FIGURING COST OF DISPOSAL OF DRUMMED CYANIDE ON INVOICE # 060470 :			
		ADDITIONAL AMOUNT DUE			$ 190 00
		SORRY!			
		CODES:			
		6351 190.00			

"Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended."

1. CUSTOMER
2. CUSTOMER
3. ADMINISTRATIVE OFFICE
4. PLANT FILE
5. CUSTOMER FILE

G 60475

INVOICE

CONSERVATION CHEMICAL COMPANY

REMIT TO:
106 W. 14TH STREET SUITE 2406
KANSAS CITY, MO. 64105

OPERATING PLANT:
6500 INDUSTRIAL HIGHWAY
BOX 6066
GARY, INDIANA 46406
(312) 734-2441
(219) 949-8229

DATE NOVEMBER 4 19 80

SOLD TO:
OMC CORPORATION
900 NORTH 21st STREET
LINCOLN, NEBRASKA 68501

SHIP TO:

CUSTOMER'S ORDER NO.	DATE PICKED UP	SHIPPED VIA	ACCOUNT	TERMS	CUSTOMER NO.	B/L NO.
				NET 30		

QTY ORD'D	QTY B.O.	DESCRIPTION	QTY SHP'D	UNIT PRICE	AMOUNT
		DUE TO ERROR IN FIGURING COST OF DISPOSAL OF DRUMMED CYANIDE ON INVOICE # 660470 :			
		ADDITIONAL AMOUNT DUE			$ 190 00
		SORRY!			
		CODES:			
		6351 190.00			

1. CUSTOMER
2. CUSTOMER
3. ADMINISTRATIVE OFFICE
4. PLANT FILE

THIS SHIPPING ORDER must be legibly filled in, in Ink, Indelible Pencil or on Carbon, and returned by the Agent

BILL OF LADING NO.

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading,

21178

SHIPPER'S NO.

CONSERVATION CHEMICAL COMPANY

the property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns. (Mail or street address of consignee. For purposes of notification only.)

HAULER'S NO.

AT: **LINCOLN, NEBRASKA** FROM **OMC CORPORATION**

OCTOBER 30 19 **80**

NAME OF CARRIER **YELLOW LINES**

CONSIGNED TO (Mail or street address of consignee-For purposes of notification only.)

CONSERVATION CHEMICAL CO. OF ILLINOIS

DESTINATION **GARY** STATE **INDIANA** COUNTY **LAKE**

ROUTE (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

P.O. NO.

DELIVERING CARRIER **YELLOW LINES** CAR OR VEHICLE INITIALS & NO.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of consignor

If charges are to be prepaid write or stamp here "To be Prepaid"

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____

(The signature here acknowledges only the amount prepaid.)

Charges Advanced $

QUANTITY	PROPER SHIPPING NAME	HAZARD CLASS	ID NO.	PLACARDED
____ LBS. ____ GALS. 19 DRUMS (SUBJECT TO CORRECTION)	**CYANIDE SOLUTION**	**POISON B**		**POISON**
ANALYSIS:				
SPECIFIC GRAVITY				

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the department of transportation.

YELLOW LINES Shipper, Per **JHW** Agent, Per

DEPART TERMINAL		GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	DEMURRAGE
ARRIVE TERMINAL		MILES OUT						
TOTAL TIME		MILES IN						
ARRIVE PLANT		DELAY AT TERMINAL						
START LOAD								
FINISH LOAD								
DEPART PLANT								
TOTAL TIME IN PLANT	HRS. MIN.							

DRIVER'S SIGNATURE

REMARKS:

IMPORTANT – CARRIER PLEASE NOTE!

IN CASE OF EMERGENCIES INVOLVING MATERIALS WITH WARNING LABELS OR PLACARDS CALL TOLL FREE

CHEMTREC 800-424-9300

CUSTOMER COPY

INV. DATE	AMOUNT	DESCRIPTION	TOTAL AMOUNT	DISCOUNT	NET CHECK
10-30	950.00				1,140.00
11-4	190.00				

RECEIVED
DEC 1 0 1980
CONSERVATION
OMBUDSMAN

OMC Lincoln
A DIVISION OF OUTBOARD MARINE CORPORATION
LINCOLN, NEBRASKA 68501

Debit And Shipping Memorandum From

CMC Lincoln
CUSHMAN-RYAN

P.O. Box 82408
Lincoln, Nebraska 68501
Phone 402/475-9581
Telex 484369

No. 04887

PAGE OF

DATE 10-16-80

Charge To: BY PURCHASING AGENT

Attn: Jim Williams
Conservation Chemical Co.
6500 Industrial Hiwy
Gary, Ind. 46406

SHIP TO: (If same leave blank)

SHIP VIA Truck

COLLECT ☐ PREPAID ☐ DISTRIBUTE TO Tom Wicken

OUR PART CODE NO.	QUAN. REQUISITION	QUAN SHIPPED	DESCRIPTION	STD. COST	UNIT COST	TOTAL
	9	9	55 gal drs. Waste Sodium Cyanide Solution R.Q.		N/C	
			Poisonous liquid NOS Hazardous Class, Poison B			
	1		55 gal Dr Waste Sodium Cyanide Solution R.Q.		N/C	
	11	10	55 gal drs. Waste Sodium Cyanide Solution R.Q.		N/C	
			Poisnous solid NOS Hazardous class, Poison B			

D/M MATERIAL

ACCT. # 42-3146.0 MATERIAL @ STD. COST

A/C # 53-8020 VARIANCE

ACCT. # INBOUND TRANSPORTATION

ACCT. # 42-3146.0 OUTBOUND TRANSPORTATION

TOTAL DEBIT

UNITS AND DA. NO'S.

REASON FOR RETURN To be destroyed at $60.00 per drum-Barrells must have HAZARD and Poison labels Drums must be marked 1 thru 19---Shipping must show Hazard & Poison on B/L.

SEE PURCHASE ORDER # REPLACEMENT ☐ DO NOT REPLACE ☐ NO. OF CONTAINERS 19 drs
REC'D. ON PURCHASE ORDER # YOUR INVOICE # DATED TOTAL WEIGHT 7242

PACKING LIST

YELLOW FREIGHT SYSTEM

(ENTER NO IN BLOCK 6)

3 CONSIGNEE COPY

This is your receiving copy, not an invoice, except when charges are collected by the company's driver. Then this copy, when receipted by him, becomes your original (paid) freight bill.

C.O.D. PAYABLE BY CASH OR CERTIFIED CHECK ONLY

RECEIVED PAYMENT $_____ BY_____

YELLOW FREIGHT SYSTEM INC., YELLOW FORWARDING CO., REPUBLIC FREIGHT SYSTEM INC.

EXHIBIT B
SUMMARY OF DOCUMENTS PROVIDED
BY U.S. EPA FREEDOM OF INFORMATION ACT REQUEST:
CONSERVATION CHEMICAL COMPANY SITE, GARY, INDIANA
COMPARED WITH DOCUMENTS PRODUCED IN KANSAS CITY LITIGATION

	OMC Division	Kansas City Document	Document/ Invoice Number	Date	Transaction Amount
1.	OMC-Evinrude	Yes	6873; B/L# 7807; P.O. 04864	4/6/72	24 drums waste cyanide solution; $410.00
2.	OMC-Johnson	Yes	10534; B/L# 18047; P.O. P03103M	12/13/73	23-30 gallon drums waste cyanide solution; $535.00
3.	OMC-Johnson	Yes	P.O. P03103M	12/5/73	20 drums waste cyanide solution; $475.00
4.	OMC-Johnson	Yes	G10658; B/L# 18352; P.O. P03103M	1/25/74	51-30 gallon drums waste cyanide solution; $1,095.00
5.	OMC-Johnson	Yes	P.O. P05316M	1/25/74	Unknown
6.	OMC-Johnson	Yes	G8592; B/L# 18554; P.O. P03103M	3/6/74	57-30 gallon drums solid cyanide; $1,215.00
7.	OMC-Johnson	Yes	G8716; B/L# 18756; P.O. P05316M	4/19/74	66-30 gallon drums waste cyanide solution; $1,395.00
8.	OMC-Johnson	Yes	G8817; B/L# 19018; P.O. P05316M	5/21/74	78-30 gallon drums waste cyanide solution; $1,635.00
9.	OMC-Johnson	Yes	G8910; B/L# 19233; P.O. P05316M	6/26/74	59-30 gallon waste cyanide solution and 16-55 gallon waste spent caustic solution drums; $1,351.00

EXHIBIT B (Continued)

	OMC Division	Kansas City Document	Document/ Invoice Number	Date	Transaction Amount
10.	OMC-Johnson	Yes	G9039; B/L# 19531; P.O. P05316M	8/16/74	64-30 gallon drums waste cyanide solution; $1,355.00
11.	OMC Johnson	Yes	G9166; B/L# 19936 P.O. P05316M	10/4/74	80-30 gallon drums waste cyanide solution; $1,675.00
12.	OMC-Johnson	Yes	G9242; B/L# 20110; P.O. P05316M	10/25/74	25-55 gallon drums waste cyanide solution; $225.00
13.	OMC-Johnson	Yes	G9377; B/L# 20348; P.O. P05316M	12/12/74	23-55 gallon and 24-30 gallon drums waste cyanide solution; $1,685.00
14.	OMC-Johnson	Yes	G9398; B/L# 20425; P.O. P05316M	12/20/74	19-30 gallon waste cyanide solution and 12-55 gallon waste caustic solution drums; $527.00
15.	OMC-Johnson	Yes	G9654; B/L# 20899; P.O. P19897M	3/20/75	68-30 gallon drums spent solid cyanide; $2,509.50
16.	OMC Johnson	Yes	Supplement to P.O. P19897M	1/29/75	Unknown
17.	OMC-Johnson	Yes	G9722; B/L# 20893; P.O. P19897M	4/11/75	29-55 gallon waste spent caustic and 51-30 gallon waste cyanide solution drums; $2,108.50

EXHIBIT B (Continued)

	OMC Division	Kansas City Document	Document/ Invoice Number	Date	Transaction Amount
18.	OMC-Lincoln	Yes	G60143; B/L# 12470; P.O. 28091	2/5/80	10 drums waste cyanide solution; $500.00
19.	OMC-Lincoln	Yes	G60470; B/L# 21178 #04887	10/30/80	19 drums waste cyanide solution; $950.00

ORIGINAL

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

MAY 31 1985
U.S. DISTRICT COURT
WESTERN DISTRICT OF MISSOURI

UNITED STATES OF AMERICA,
Plaintiff,

-vs-

CONSERVATION CHEMICAL COMPANY, et al.,
Defendants.

No. 82-0983-CV-W-5

THE DEPOSITION OF NORMAN B. HJERSTED, produced, sworn and examined on the part of Third-Party Plaintiffs, pursuant to Notice to Take Depositions, at 400 Power & Light Building, in the City of Kansas City, in the County of Jackson and State of Missouri, Wednesday, September 26, 1984, before me,

JOHN M. BOWEN,

a Notary Public, in a certain cause now pending In The United States District Court For The Western District of Missouri, Western Division.

Appearances:

For the Plaintiff: Mr. Daniel J. Shiel
U. S. Environmental Protection Agency
Kansas City, Missouri 64106

For Third-Party Plaintiffs: Messrs. Slagle & Bernard
127 West Tenth Street
Kansas City, Missouri 64106
By Mr. Ben R. Swank, Jr.
and
Mr. Frank Wendt

For Insurance Third-Party Defendants: Messrs. Blackwell, Sanders, Matheny, Weary & Lombardi,
2480 Pershing Road
Kansas City, Missouri 64108
By Mr. James H. Horn

04573

For Conservation Chemical, Conservation Chemical of Illinois, and Norman B. Hjersted:	Messrs. Niewald, Waldeck, Norris & Brown 2500 Commerce Bank Building Kansas City, Missouri By Ms. Terry L. Karnaze and Messrs. Linde, Thomson, Fairchild, Langworthy, Kohn & Van Dyke 2700 City Center Square Kansas City, Missouri By Mr. William T. Session
For Armco, Incorporated:	Messrs. Porter, Wright, Morris & Anderson Columbus, Ohio By Mr. Jeffrey McNealey and Messrs. Morrison, Hecker, Curtis, Kuder & Parrish 1700 Bryant Building Kansas City, Missouri By Mr. Robert M. Kroenert
For Mobay Chemical Corporation:	Messrs. Morgan, Lewis & Bockius 1800 M Street N.W. Washington, D.C. 20036 By Mr. Howard T. Weir, III and Mr. Clark A. Ridpath Mobay Chemical Corporation Box 4913 Kansas City, Missouri 64120
For AT&T Technologies, Inc.:	Messrs. Spencer, Fane, Britt & Browne 1000 Power & Light Building Kansas City, Missouri By Mr. Carl H. Helmstetter
For IBM Corporation:	Messrs. Watson, Ess, Marshall & Enggas 1500 Home Savings Building Kansas City, Missouri By Mr. James Duncan and Mr. Lawrence R. Leonard

For Sheldahl, Puritan Equipment, Vendo Company, THAG & Nutrition and Teledyne Industries, Inc.:	Messrs. Blackwell, Sanders, Matheny, Weary & Lombardi 2480 Pershing Road Kansas City, Missouri By Mr. James D. Griffin
For Syntex Agribusiness, Inc., Rival Manufacturing Company and Sosland Companies:	Messrs. Stinson, Mag & Fizzell 2000 CharterBank Center Kansas City, Missouri By Mr. Stephen J. Owens
For Maryland Casualty Co.:	Messrs. Smith, Gill, Fisher & Butts 1400 Commerce Bank Building Kansas City, Missouri By Mr. William Levi and Ms. Sharon A. Cooney
For Colgate-Palmolive Company:	Messrs. Baker & Sterchi 2100 Commerce Tower Kansas City, Missouri By Mr. Phillip C. Rouse
For Wellman Dynamics Corporation:	Messrs. Johnson, Lucas, Bush, Snapp & Burgess 1414 Home Savings Building 1006 Grand Kansas City, Missouri By Mr. Sheldon Korlin
For Control Data Corporation and F.M. Thorpe Manufacturing Company:	Messrs. Dietrich, Davis, Dicus, Rowlands, Schmitt & Gorman 1700 City Center Square Kansas City, Missouri By Mr. Truman K. Eldridge, Jr.
For The Bendix Corporation:	Ms. Karen Clegg The Bendix Corporation Kansas City, Missouri
For Solid State Circuits, Inc.:	Messrs. Woolsey, Fisher, Whiteaker, McDonald & Ansley 300 South Jefferson, Suite 600 Springfield, Missouri 65806 By Mr. William H. McDonald and Mr. John E. Price

For A. P. Green Refractories Company, Beach Aircraft Corporation, Browning Ferris Industries of Kansas City, The Curtis Matheson Scientific, Inc., Illinois Tool Works, Inc., Jones Chemicals, Inc., McDonnell Douglas Corp., S.A.B. Harman Industries, Inc., TRW, Inc., Waste Disposal, Inc.:	Messrs. Field, Gentry, Benjamin and Robertson 600 East 11th Street Kansas City, Missouri By Mr. William G. Beck
For General Dynamics Corporation:	Messrs. Margolin & Kirwan 1000 United Missouri Bank Building Kansas City, Missouri By Mr. Michael Elbein
For Great American Insurance Company, American Fidelity and Continental Casualty Insurance Company:	Messrs. Wallace, Saunders, Austin, Brown & Enochs 10111 Santa Fe Drive Overland Park, Kansas By Mr. Jeffrey L. Lauersdorf
For the Home Insurance Company:	Messrs. Hendren & Andrae 235 East High Jefferson City, Missouri By Mr. J. Kent Lowry
For Metals Protection Plating Company, Inc., and Mueller Company:	Messrs. Polsinelli, White & Vardeman 4705 Central Street Kansas City, Missouri By Mr. G. Edwin Proctor, Jr.
For Illinois Insurance Company:	Mr. John A. Wilson 9229 Ward Parkway Kansas City, Missouri 64114
For Commercial Union Insurance Company:	Messrs. Jackson & Bailey 800 Bryant Building Kansas City, Missouri By Mr. Robert A. Bailey
For Cessna Aircraft Corporation, Carswell/ CMC Oriduct Galv., Elko, Sundstrant, Jones Chemical and Heat Butler:	Messrs. Sherman, Wickens, Lysaught & Speck Top of City Center Square Kansas City, Missouri By Mr. Gerald L. Thompson

For Milbank Manufacturing, Superior Heat Treating Co. and K. U. Athletic Department:	Messrs. Gould & Moore 9233 Ward Parkway Kansas City, Missouri By Mr. Robert E. Gould
For Crane Packing Company:	Mr. Gordon N. Myerson 9233 Ward Parkway, Suite 380 Kansas City, Missouri 64114
For Marion Laboratories and Trico Industries:	Messrs. Morris, Larson, King, Stamper & Bold 2420 Pershing Road Kansas City, Missouri 64108 Mr. Laurence R. Tucker
For King Radio Corporation and Airtex Corporation:	Messrs. Knipmeyer, McCann, Fish & Smith 1800 Power & Light Building Kansas City, Missouri By Mr. Lowell Knipmeyer

1 Q. At this time you don't have any recollection further, then,
2 of any additional meaning that the "K" on the upper right-
3 hand corner --
4 A. That is our code for Kansas City as opposed to -- I guess
5 "G" was Gary.
6 Q. All right. And that has to do with what? What you say
7 Kansas City and Gary, why do you put "K" or "G" up here in
8 the upper right-hand corner?
9 A. Because that location was given the credit for that
10 money.
11 Q. And why would they be given that credit?
12 A. They might of got the job, you know. The fact that -- it
13 would probably have gone there, but not necessarily. It could
14 have gone on to another landfill.
15 Q. I see. All right, sir. Now, back to the designation of
16 Anderson Motor Service, do you have any specific
17 recollection of Anderson Motor Service being involved in
18 transporting waste to the Kansas City site?
19 A. No, I don't.
20 Q. Do you have any recollection of any part that Anderson
21 Motor Service would have played in selecting the Kansas
22 City, Missouri, site?
23 A. I wouldn't expect them to have any part.
24 Q. Do you have any recollection of it?
25 A. Oh, no.

1 Q. Do you know of any file or papers that your company has
2 with respect to Anderson Motor Service?
3 A. I don't know of any. There should be a bill of lading
4 to go with this.
5 Q. Sir, are you aware of where such a bill of lading would
6 be other than if it has not already been produced to the
7 United States or the EPA?
8 A. No. I mean if -- no, I don't know of any other locations
9 for bill of ladings other than the ones we have provided,
10 you know.
11 Q. Is there any employee or past employee of your companies
12 that you would believe would have a particular recollection
13 of Anderson Motor Service?
14 A. Well, let's see, I think -- I wouldn't know of anyone
15 in particular. Logic would say that if you asked the managers
16 and the administrative manager and the plant manager,
17 they might have more recollection of that particular
18 thing.
19 Q. This was January 31, 1975, this invoice. Do you recall
20 who the manager of the Kansas City facility was at that
21 time?
22 A. No, I have not memorized their tenure.
23 Q. You don't recall.
24 A. No. It is on the records.
25 (Hjersted Deposition Exhibit No. 2 was marked

1 for identification.)

2 Q. (By Mr. Swank) Mr. Hjersted, I hand you now what has been

3 marked Deposition Exhibit No. 2, 117 pages of documents.

4 If you will look at these, many of them make a reference

5 to Andrews Wire, division of Georgetown Steel Company.

6 My interest right now is in Georgetown Steel Corporation

7 as a potentially responsible party, and as a party whose

8 waste may have been deposited at the Kansas City facility.

9 Mr. Hjersted, are you aware or can you tell us

10 anything about the connection between Georgetown Steel

11 Corporation and Andrews Wire, sometimes known as Andrews

12 Wire of Tennessee?

13 A. It is my understanding that Georgetown own Andrews.

14 Q. That Andrews is a part of Georgetown?

15 A. Right.

16 Q. All right. That would be my understanding as well.

17 Let me ask you to turn to the page that is numbered

18 26 in the right-hand lower corner, and ask you if that is

19 not a bill of lading showing a consignment from Andrews

20 Wire of Tennessee to Conservation Chemical Company with

21 the destination on the Front Street location in Kansas City,

22 Missouri?

23 A. Right.

24 Q. It speaks in terms of 10,318 gallons of pickle liquor; is

25 that correct?

A. No.

Q. Whether it was Kansas City or what it was, or anything else?

A. Right.

Q. All right.

(Hjersted Deposition Exhibit No. 75 was marked for identification.)

Q. (By Mr. Swank) Exhibit No. 75, seven pages. This would appear to be a CCC listing of customers and invoices and bills of lading numbers and materials and amounts for the period in and about May '75.

Now, looking down the first page to the last described company, J & L Steel, which I would understand to be Jones & Laughlin Steel?

A. Right.

Q. Would that be correct?

A. Yes.

Q. As you move on, it says "PR" and then it says St. Louis.

A. Well, that would be "PL".

Q. "PL"?

A. Meaning pickle liquor, probably.

I may as well point this out, that this is on Conservation Chemical of Illinios stationery, but the employees were not always very careful in which piece they picked up to write on.

1 Q. It also says at the top "Taken at Kansas City, Missouri,"
2 whatever that means.
3 A. Where?
4 Q. Under the date.
5 A. Oh, yes. But some of them reverse themselves and down there
6 it says St. Louis.
7 Q. Let's talk about that a second. What does that indicate
8 to you with respect to that line entry?
9 A. Well, J & L Steel, the closest plant to St. Louis is
10 Hennepin, Illinois. And that was one of our sources of
11 liquor. We have always had to pay for it, plus drive a
12 long distance. But it was kind of a supplemental source.
13 Q. Would you interpret that as involving the Kansas City
14 site?
15 A. No.
16 Q. Why do you suppose it is included in this paper that is
17 designated Kansas City, Missouri, up above?
18 A. I don't know.
19 Q. Okay. On page 2, you can see J & L Steel about halfway
20 down, Customer and Location. Again, it says Kansas City
21 Plant.
22 A. I think it says St. Louis.
23 Q. It does here but up at the top it says the Kansas City
24 Plant.
25 A. Oh, from Kansas City Plant.

1 all the time.
2 Q. All right. Are you aware of any --
3 A. But not at the plant.
4 Q. Are you aware of any waste that they have been involved
5 in delivering to the CCC Kansas City site?
6 A. No.
7 Q. None at all?
8 A. That's right.
9 (Hjersted Deposition Exhibit No. 86 was marked
10 for identification.)
11 Q. (By Mr. Swank) Exhibit No. 86, five pages, another
12 shipper, Yellow Freight Systems, Inc., a lthough this may be
13 something other than just a shipper. Page 22 is an invoice
14 CCC invoice to Yellow Freight. Page 3 is a check from
15 Yellow Freight. Page 4 is the voucher. And page 5 is
16 another invoice, and it looks like the same invoice.
17 A. Yes.
18 Q. All right. So we have got an invoice and a check, Yellow
19 Freight, involving 80 drums of unknown mixed chemicals.
20 Are you awre of any business without reference to this
21 exhibit?
22 A. I am not.
23 Q. With Yellow Freight?
24 A. I am not.

involving a transportation of waste to the Kansas City site as requested by Yellow Freight?

A. Only by inference. They apparently were located in Kansas City and where they shipped it was left off, because they were located in Kansas City.

Q. Where would they have shipped it been put in, over on the right-hand side?

A. Yes, right in here, shipped to.

Q. All right. You are aware of nobody else that was involved in that transaction, are you, other than Yellow Freight and Conservation Chemical Company?

A. No, I am not aware of any other.

Q. All right. It has a symbol "K" up in the right-hand corner on page 2?

A. Yes. In other words, the Missouri company got the money is what I'm saying.

Q. Pardon me?

A. I say the Missouri company got the money. At that time the Missouri company had its headquarters in Gary.

Q. All right.

(Hjersted Deposition Exhibit No. 87 was marked for identification.)

Q. (By Mr. Swank) Exhibit No. 87, 13 pages. Now, we're interested here in Zenith, which has gone under the name of Zenith Radio, and we're advised it is appropriately

1 any business relationships with Mid-American Lines, Inc.?
2 A. No.
3 Q. None whatsoever?
4 A. None.
5 Q. You have no knowledge of which party arranged for the
6 transportation of these wastes to the Kansas City site?
7 A. No. It looks like there was only one shipment, one drum.
8 (Hjersted Deposition Exhibit No. 92 was marked
9 for identification.)
10 Q. (By Mr. Swank) With respect to Exhibit No. 92, three pages,
11 involving Litton, L-i-t-t-o-n, Litton Industries, Inc.,
12 already a third-party defendant in this case, they are
13 maintaining that they are only a non-generating parent
14 corporation, holding company, or a parent, anyway.
15 But that one of these documents here, at least one
16 of these documents involved is its subsidiary Litton Systems,
17 Inc., doing business as Advanced Circuitry Division,
18 Litton Systems, Inc., dba Advanced Circuitry Division.
19 Does that ring any bells with you?
20 A. Of course, I am familiar with Litton Industries and somewhat
21 with Advanced Circuitry.
22 Q. Advanced Circuitry of New York?
23 A. I have heard about them.
24 Q. You don't recall dealing with them in your business of
25 CCC?

A. No. I would say that in this period for ferric etchant, it would be more likely we would have brought it to St. Louis. That will recover the copper and ferrous chloride as opposed to disposing of it in Kansas City.

Q. Page 2 indicates a "K" up there next to the invoice number, does it not?

A. That's right.

Q. And then I think on Exhibit No. 3 there is an indication that -- it is very light -- but I believe that is a "KC" next to 7826.

A. Well, that is obscured.

Q. Yes. Although the "K" on page 2 isn't.

A. It could be part of a St. L.

Q. Do you have any specific recollection of doing business with Litton Systems?

A. I have heard of us soliciting, some of our people soliciting business. I vaguely recall we had some business with them. They are in printed circuits, I thought, and it is proper copper recovery of one of our interests.

MR. McDONALD: I didn't hear that.

THE WITNESS: I say, they were in printed circuits and copper recovery was one of our interests.

Q. (By Mr. Swank) All right. Other than the document that you have seen here, are you aware of any specific business transactions with them?

A. No. Well, I think we would have done more business than that, but I don't recall.

Q. It is your recollection that you did?

A. I would think that we would, or we did, yes. I don't know of any specific information.

Q. All right. Do you have any recollection that any of it involved waste to Kansas City?

A. No.

Q. One way or the other?

A. Primarily, it would have been recovery of copper from the etchings.

Q. And what was your -- and you would have done with that what?

A. That would have been recovered in St. Louis.

(Hjersted Deposition Exhibit No. 93 was marked for identification.)

Q. (By Mr. Swank) Exhibit No. 93, four pages. I'm looking for Zero Manufacturing on the first page, about halfway down, April 10. I don't see a year. Zero Manufacturing, reading across, $122, drums. Looking at page 3, Zero Manufacturing, one drum cyanide for disposal, and that would have been Kansas City, wouldn't it?

A. Well, let's see. I would have thought so, but it is not. When we started using other receivers, I don't know exactly. It was sometime in the mid-'70s.

1 Q. It says on the first page, the same amount of money,
2 $122, and then it has got K-2778 is the number of the
3 invoice, and that first page indicates that is a Kansas
4 City service.
5 A. There could be shipments from a generator, say, a salesman
6 or a transporter out of Kansas City could have made the
7 sale and hauled the material and brought it to another
8 landfill.
9 Q. Why are you thinking that may have happened here?
10 A. I didn't. I just said it could have.
11 Q. But all the evidence we have here indicates that it went
12 to Kansas City?
13 A. It doesn't say that. It just says that the Kansas City
14 plant made the sale.
15 Q. Zero Manufacturing Company, a Missouri corporation, in
16 Washington, Missouri, is currently a third-party defendant,
17 very vocal. It maintains that it is not the correct
18 Zero Manufacturing Company, that the one involved is a
19 Zero Manufacturing Company in California.
20 If you will look at page 4 of the document, it refers
21 to a Florida address for Zero. Do you have any knowledge
22 of the Zero Manufacturing Company that is involved in this
23 transaction?
24 A. Yes. It gives a California bank here.
25 Q. It does that. Other than that, do you have any knowledge

of that?

A. No.

(Hjersted Deposition Exhibit No. 96 was marked for identification.)

Q. (By Mr. Swank) Now, on Exhibit No. 96, which is the listing of the companies involved in the Rockford arrangement, there are some here that seem to be partial names or names that I can't make out. One of them is here on the second page about two-thirds of the way down the page, it looks like it is Muehlemeyer, M-u-e-h-l-e-m-e-y-e-r. Does that mean anything to you?

A. No. They are also on the top of the page. I don't know -- recall them.

Q. You don't know anything about the rest of the name of that company, who they are or where they are?

A. No.

Now, this Julian Colbert is -- if he is still alive would be a good guy to find out.

Q. Julian Colbert?

A. That is a Roto-Rooter guy.

Q. All right. Another name on that second page, just above the Muehlemeyer reference, a National --

A. National Lock.

Q. Well, you can draw your own conclusion. I don't know what it says. It doesn't look like "lock" to me.

A. There was a National Lock that was sold to Keystone Industries.

Q. I believe they are a third-party defendant already.

A. So I can't help you with that.

Q. That doesn't mean anything to you either?

A. No.

Q. All right. Do you know the last name, Washburn?

A. No, I don't know.

Q. All right. The second name on that page, Standard Brass?

A. I'm not aware of them.

Q. Pardon me?

A. I said I'm not aware of them.

Q. The last one is also on that page just under Muehlemeyer. It looks like Russell Burdsell and Wolf.

A. Ward. That one I know. There are also two of them listed. They are in Rock Falls, Illinois.

Q. Russell Burdsell or what is that, B-u-r-d-s-e-l-l?

A. Something like that and Ward.

Q. And Ward?

A. Yes.

Q. What was the city?

A. Rock Falls.

Q. Rock Falls, Illinois?

A. Yes.

Q. And this would indicate 146 pounds of cyanide, and this

1 would indicate they were a part of the collection arrange-
2 ment that went to CCC in Kansas City?
3 A. Right.
4 Q. Do you recall if General Services Administration was a
5 customer of CCC?
6 A. No, I don't. I don't know whether they were or they
7 weren't.
8 Q. All right. No more general type questions.
9 Are you aware of any transfers from the Gary or the
10 St. Louis sites to Kansas City that resulted in waste being
11 deposited in the Kansas City site?
12 A. Oh, yes, I'm aware of it.
13 Q. Can you advise me of any of the companies' names whose
14 waste it is?
15 A. Do you mean who were the originators?
16 Q. Yes.
17 A. Not necessarily off the top of my head, but I think we
18 have got lists.
19 Q. You have which?
20 A. The list.
21 Q. What I would do is, you make the list available to your
22 lawyer and ask your lawyer to share that list with me.
23 MS. KARNAZE: For the record, I think that is
24 directed to Bill, but go ahead and do what you want. It
25 is relating to Gary.

1 MR. SESSION: I was going to say I don't know
2 of any list. If I become aware of one, I'll let you know
3 as soon as I do.
4 Q. (By Mr. Swank) Can you recall any of the companies' names
5 that are involved? First of all, I'm interested,
6 primarily interested in, is anybody's name that we have
7 not covered today or that are not already third-party
8 defendants.
9 A. That are on the list, do you mean?
10 Q. That fit into this category.
11 A. Oh, I would rather not -- I mean, I can't do you a good job.
12 In fact, I don't know by memory all the third-party
13 defendants, and I don't know by memory -- it would be
14 easier if we would look at the list.
15 MS. KARNAZE: Just answer the questions he
16 asks you.
17 MR. SWANK: I have made the request as to the
18 list. It is up to you all whether you provide it or not at
19 this point.
20 Q. (By Mr. Swank) By reason of the chance that the list
21 will not be found or it will be decided not to pass them
22 on to me or because of the press of time, these third-
23 party defendants had to be joined by Monday, I'm asking you
24 now if you can recall any.
25 A. I'll have to look at who is on the list now.

Lime 130,000
Cyanide 14,789
Coolant 5000
Oil 5000
Alkaline 2700
Merc. 330
Solv. 16,131
Amm Per. 3900

317477

November 8, 1974

Memo to: Lawrence Hjersted

From: Kansas City Plant

Re: List of WASTES HANDLED FOR OCTOBER, 1974 (713.A)

562,354

Copy to LH+

CUSTOMER & LOCATION	GALLONS	LOADS	TYPE OF WASTE
AirCo K.C., Ks.	130,000	26	Lime
Amerock Corp, Rockford, Il	4,400	1	Cyanide
Amerock Kansas City, Mo.	289,800	68	Sulfuric Acid
Armco, Kansas City, Mo.	5,000	1	Cyanide
Bendix, Kansas City, Mo.	7,400	2	Mixed Acid
Bendix, Kansas City, Mo.	5,000	1	Water Soluble Coolan
Bendix, Kansas City, Mo.	5,000	1	Waste Oil
Bendix, Kansas City, Mo.	2,700	1	Alkaline
Byron, Rockford Job	10,395	(2)	Cyanide
A. B. Ehnance, Centralia, Mo.	3,700	1	Sulfuric Acid
DDD Gary, Ind.	6,658	(1)	Cyanide
Jones Chemical, Beech Grove, Ind.	4,400	1	Cyanide
McGregor, Albany, Ga.	880	(1)	Cyanide
Midland Ross, Athens, Tn.	~~42,435~~ +125	1	Cyanide
Murray Ohio, Lawrenceburg, Tn.	28,931	7	Cyanide
Murray Ohio, Lawrenceburg, Tn.	3,700	1	Chromic Acid
Pfizer, KansasCity, Mo.	1,145	1	Solvent
Sperry Univac, St. Paul, Mn	7,700	2	Chromic Sulfuric Acid
Syntex Agribusiness, Springfield, Mo.	4,000	1	Chromic Acid
ST. Thomas Hospital, Nashville, Tn.	330	1	Contaminated Mercury
Roto-Rooter, Rockford, Ill	10,000	(2)	RR Car- Cyanide
TRW Capacitors, Ogallala, Nebr.	-----	1	Empty drums
Wellman Dyanmics, Creston, Iowa	8,200	2	Waste Acid
Western Electric, K.C., Mo.	14,990	4	Solvent
Western Electric, Greensboro, N.C.	3,900	1	Ammonium Persulfate
TOTALS:	562,354	~~126~~ 125	

DEPOSITION EXHIBIT

Hjersted 9/26/84
4 pages

7 70150 21443

LINE No. 4535

Taken off this day of Feeding

317478

	Customer	1 Tank Car	2 Gallons	3 Cases	4	5 Acid	6 Cyanide	7 Trucks	
	St Thomas	Rockwell Term	330 gal 6 Drums	1				Terminal	
1	Roto-Rooter	Received old	10,000	(2)	R.R.		Cyanide		
2	T.R.W. Capacitors	Coalbank Pick	36 empty drums	1				empty drums	
3	William Oppenheimer	Western Forwarding	8200	2		waste Acid			
4	Western Electric	Hudson T.C.	3990	1				Ammonium Sulphate	
5	Western Electric	Lee Terminal M.C.	1,39090 13800	3 (4)				Belmont Belmont	
6	Page #2		37420	11					
7	Page #1		524034	116					
8			562354	126 / 125					
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7 70150

21444

2

LINE No. 4333

Page #1

Taken off Bill of Lading

317479

Oct 1974

Tuesday

	1	2	3	4	5	6	7
customer	Location	Gallons	Loads		Acid	Cyanide	Lime
1 Amco	Kc. Mo	133,000	26				Lime
2 American Cyan	Rockford Ill	4400	1			Cyanide	
3 Amco	Kc. Mo	55000	11		Sulfuric Acid		
4 "	" "	176000	44		Sulfuric Acid		
5 "	" "	4800	1		Sulfuric Acid		
6 "	" "	15000	3	289,900	Sulfuric Acid		
7 "	" "	36000	8	68 loads	Sulfuric Acid		
8 "	" "	3000	1		Sulfuric Acid		
9 "	" "	5000	1			Cyanide	
10 Bendix	Kc. Mo	3600 7400	2		mixed Acid		
11 "	" "	5000	1				coolant
12 "	" "	5000	1				oil
13 "	" "	[illegible]	[illegible]		[illegible]		
14 "	" "	2700	1				alcohol
15 A.B. Chace	Centralia Mo.	3700	1		Sulfuric Acid		
16 CCC Rockford Jobs	Rockford Ill	10305 129 drum	2 Del			Cyanide	
17 CCC Hany	Hard Ind	6653 gal 168	1 Del			Cyanide	Drum
18 Jones Chemical	Burns Harbor Ind.	4400 gal 80 Drum	1			Cyanide	
19							
20 McKesson	Albany NY	880 16 Drum	1 Deliv			Cyanide	
21							
22 Midland-Ross	Athens Tenn	4125 gal 75 Drum	1			Cyanide	
23							
24 Murray Ohio	Lawrenceburg Tenn	18400	4			Cyanide	
25 " "	"	3795 69 Drum	1	28,931		Cyanide	
26 " "	"	4000	1			Cyanide	
27 " "	"	2136 3700	1	51 Drum		Cyanide Cyanide	
28 Pfizer	Fairlawn NJ.	1145 gal 23 drum 1 Can	1		Chromic		Sales Literature
29 Sperry Univac	21st & Trenton	4000 7700	1		Chromic Sulfuric Acid		
30 " "	"	3700	1	2			
31 Gentel Analytical	Springfield Mo	4000	1		Chromic Acid		
		524934	116				

21445

7 70150

3

LINE No. 4333

Tabulation of Bills of Lading

317480

Oct 1974

Tabulation of Waste Chemicals

	1	2	3	4	5	6	7	
Customer	Location	Gallons	Loads		Acids	Cyanide	Misc	
(1) Acco 1	K.C. MO	1,300.00	26				Lacq	
(3) Acco 2	K.C. MO	5000	~~III~~ ~~III~~ 1	(11)	Chromic Acid			
3		4000	~~III~~ ~~III~~ ~~III~~ ~~III~~	~~III~~ ~~III~~ ~~III~~ (III)	Chromic Acid			
4		4300 / 5000	/ / III	(1) (3)	—	~~[illegible]~~		
5		4500 / 3000	~~III~~ III /	(3) (1)	Chromic Acid			
(6) CCC Hang 6		5000		1	—	Cyanide		
Pfizer 7	Lee Summit MO	1115 gal / 20 Drums / 3 Sulfuric	1	(1)			Solvent Waste	
Murray Ohio 8	Lawrenceburg Tenn	4000	IIII	(4)		✓		
✓ 9	✓	3795 gal / 60 Drums	/	/		✓		
✓ 10	✓	4000	/	/		✓		
✓ 11	✓	2736 / 3700	/ /	/ /	✓	✓		
St Thomas Hospital 12	Nashville Tenn	6 Drums	/	/			6 Drums	Mercury
13								
(18) Western Electric 14	Lee Summit MO	4600	III	3			Solvent	
William Dominic 15	Cedar Rapids IA	4200	/	/	Nitric Acid /			
✓ 16	✓	4000	/	/	Nitric Acid			
McGregor 17	Albany Ga.	880 / 16 Drums				Cyanide		
Sentry Argbuc 18	Springfield MO	4000	/	Misc Acid /	Chromic Acid			
Berdis 19	K.C. MO	3600 / 5000 / 5000 / 3000 / 3000 Drums	Misc Acid				Acid Cement Acid Acid Plating	
F.B. Chemical 20	Gallatin MO	3700	/	/	Chromic Acid			
American Corp 21	Rantoul Ill	4400	/			Cyanide		
22								
Sperry Univac 23	St Paul Minn	4000	/	/	Chromic Acid			
✓ 24	✓	3700	/	/	Chromic Acid			
Cross Chemical 25	Kansas City	4000 gal / 80 Drums	/	/		Cyanide		
26								
Western Electric 27	Kansas City MO	3900	/	/			3900	Ammonium Bisulfite
28								21446
(19) IRW Capacitor 29	Springfield MO	36 drums	/	/			36 drums	
30								
Midland-Ross 31	Athens Tenn	4125 gal / 2 Drums	/	/				4
Rotec - Rot.	Rockford							

ORIGINAL

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

UNITED STATES OF AMERICA, Plaintiff,	)	
-vs-	)	No. 82-0983-CV-W-5
CONSERVATION CHEMICAL COMPANY, et al., Defendants.	)	

DEPOSITION OF NORMAN B. HJERSTED

WEDNESDAY, OCTOBER 31, 1984

400 POWER & LIGHT BUILDING

VOLUME IV

04580

1 A p p e a r a n c e s:

2 For the Plaintiff:	Mr. Daniel J. Shiel Attorney, Office of Regional Counsel U.S. Environmental Protection Agency 324 East 11th Street Kansas City, Missouri 64106
For the Home Insurance Company:	Messrs. Hendren & Andrae 235 East High P. O. Box 1069 Jefferson City, Missouri 65102 By Mr. John E. Burruss, Jr.
For Armco:	Messrs. Morrison, Hecker, Curtis, Kuder & Parrish 1700 Bryant Building Kansas City, Missouri 64106 By Mr. Robert M. Kroenert
For General Dynamics Corporation:	Messrs. Margolin & Kirwan 1000 United Missouri Bank Building Kansas City, Missouri 64106 By Mr. F. Philip Kirwan
For Sheldahl, Puritan Equipment, Vendo Company, THAG & Nutrition and Teledyne Industries, Inc.:	Messrs. Blackwell, Sanders, Matheny, Weary & Lombardi 2480 Pershing Road Kansas City, Missouri 64108 By Mr. James D. Griffin
For Great American Insurance Company, American Fidelity and Continental Casualty Insurance Company:	Messrs. Wallace, Saunders, Austin, Brown & Enochs 10111 Santa Fe Drive Overland Park, Kansas 66212 By Mr. Jeffrey L. Lauersdorf
For FMC Corporation:	Messrs. Kirkland & Ellis 655 Fifteenth Street, N.W. Washington, D.C. 20005 By Mr. Edmund B. Frost and Mr. John Whatley
For Illinois Employers:	Messrs. Robins, Zelle, Larson & Kaplan 33 South Fifth Street Minneapolis, Minnesota 55402 By Mr. Andrew W. Horstman

For A. P. Green Refractories Company, Beech Aircraft Corporation, Browning Ferris Industries of Kansas City, The Curtis Matheson Scientific, Inc., Illinois Tool Works, Inc., Jones Chemicals, Inc., McDonnell Douglas Corp., S.A.B. Harman Industries, Inc., TRW, Inc., Waste Disposal, Inc.:	Messrs. Field, Gentry, Benjamin & Robertson 600 East 11th Street Kansas City, Missouri 64106 By Mr. Michael L. Parrish
For Third-Party Plaintiffs:	Messrs. Slagle & Bernard 500 Old Board of Trade Bldg. 127 W. 10th Street Kansas City, Missouri 64105 By Mr. John J. Williams, III
For Crane Packing Co., Kiowa Corp., Rochester Corp., Superior Heat Treating Co., K. U. Athletic Corp.:	Messrs. Gould & Moore 9233 Ward Parkway Kansas City, Missouri 64114 By Mr. Richard I. Buchli, II
For AT&T-TI:	Messrs. Spencer, Fane, Britt & Browne 1000 Power & Light Bldg. 106 W. 14th Street Kansas City, Missouri 64105 By Mr. Jerome T. Wolf
For Mobay Chemical Corp.:	Mr. Clark A. Ridpath Mobay Chemical Corp. P. O. Box 4913 Kansas City, Missouri 64120
For Wellman Dynamics Corporation:	Messrs. Johnson, Lucas, Bush, Snapp & Burgess 1414 Home Savings Building 1006 Grand Kansas City, Missouri 64106 By Mr. Sheldon Korlin
For W. R. Grace, Daisy Manufacturing, King Radio, ADCO, Airtex Products:	Messrs. Knipmeyer, McCann, Fish & Smith 1800 Power & Light Building 106 West 14th Street Kansas City, Missouri 64105 By Ms. Sharon K. Weedin

For Cessna Aircraft Corporation, Carswell/CMC Oriduct Galv., Elko, Sundstrant, Jones Chemical and Heat Butler:	Messrs. Sherman, Wickens, Lysaught & Speck Top of City Center Square 12th & Baltimore P. O. Box 26530 Kansas City, Missouri 64196 By Mr. Paul A. Streiff
For Colgate-Palmolive Company:	Messrs. Baker & Sterchi 2100 Commerce Tower Kansas City, Missouri 64106 By Mr. Christopher A. Korst
For IBM Corporation:	Messrs. Covington & Burlington 1201 Pennsylvania Avenue., N.W. Washington, D.C. 20044 By Mr. William F. Greaney
For Conservation Chemical and Norman B. Hjersted:	Messrs. Niewald, Waldeck, Norris & Brown 2500 Commerce Tower 911 Main Kansas City, Missouri 64105 By Ms. Terry L. Karnaze Messrs. Linde, Thomson, Fairchild, Langworthy, Kohn & Van Dyke 2700 City Center Square P. O. Box 26010 Kansas City, Missouri 64196 By Mr. William T. Session

1 A. We have, I think, a letter about that time which
2 showed an analysis. I don't recall what it was, but
3 the letter should be available on that.
4 Q. And how long did you continue handling wastes for
5 Western Electric?
6 A. I would say we discontinued in the early '70s.
7 Q. Could you pinpoint early '70s a little bit better?
8 A. No.
9 Q. You mean '74 or '71?
10 A. I could not do that.
11 Q. Did there come a time when you decided to establish
12 additional sites beyond the Kansas City site?
13 A. Yes. In '63 or '64, we opened a plant in Gary or
14 in St. Louis, Missouri. We rented property from the
15 U.S. Government for about a year. The main function
16 there was the storage of chem-mill and then resale.
17 MR. KIRWAN: To store what? Chem-mill?
18 THE WITNESS: Chem-mill, yes.
19 Q. (By Mr. Frost) What was the reason for opening a
20 site in St. Louis?
21 A. Its proximity to McDonnell Douglas.
22 Q. And did you later open a site in Gary, Indiana?
23 A. Yes, as Conservation Chemical Company of Illinois.
24 Q. And when did that site open?
25 A. That was about '68.

Q. And what was the purpose for opening a site in Indiana?

A. Well, principally, I was interested in pickle liquor reclamation, treatment. That is the steel capital of the world, or was at the time.

Q. Did you have the same customers at the Gary, Indiana site largely?

MS. KARNAZE: Mr. Frost, can you say more specifically what you mean by same customers? With respect to a particular chemical waste?

MR. FROST: We have just been going through and discussing some of the major customers in the different industrial categories, the Beech and General Dynamics, McDonnell Douglas in the aircraft industry, Bendix as an additional in the metal finishing industry, IBM and AT&T in the electronics industry, Armco in the steel industry, and I wonder if it was the--with that as a concept of the major customer base, were you relying on the same people.

MS. KARNAZE: I object to the question on the grounds of relevance. The customers or the customer base for Conservation Chemical Company of Illinois does not have any relevance in this lawsuit except to the extent that you can establish tran-shipments.

1 MR. FROST: Might be a way to lead into
2 transhipments.
3 MS. KARNAZE: You can answer.
4 THE WITNESS: What?
5 MS. KARNAZE: The question.
6 THE WITNESS: Oh, answer the question? Okay.
7 We had those type of customers, but the mix was
8 certainly different. The orientation was more at
9 recovery and resell of the iron and copper materials.
10 Q. (By Mr. Frost) Did you have the same type of
11 processes for neutralization and--
12 A. As far as acidic wastes go, yes. We did not process
13 cyanide at that facility. I would say the bulk of
14 the material was made into a product. We also had
15 manufacturing operations there and made etching
16 solutions.
17 Q. Did you have an incinerator there?
18 A. No.
19 Q. Let me go back. What kind of operations did you
20 have at St. Louis?
21 A. St. Louis had two types. One was the recovery and
22 resale of chem-mill and iron salts, copper-bearing
23 salts. Second was the processing of plating wastes
24 using the waste-plus-waste method. Well, the
25 difference between the two is that at St. Louis we

had a recovery system for the sludges which were hauled to other facilities not under our control.

Q. Were chemicals often transhipped from one site to another?

A. Yes.

Q. And what kind of chemicals would have been shipped from St. Louis to Kansas City?

A. Well, at one time, St. Louis had a very limited disposal role, and so some materials were brought from that area to Kansas City. Perhaps in the mid-'50s or mid-'70s, all of the non-pickle liquor type material was treated in St. Louis.

Q. Are you referring to the plating wastes and the--

A. Plating wastes, right.

Q. And the etching solutions?

A. Right.

Q. And so what type of materials would have come from St. Louis to CCC?

Transhipped fr. St. Louis to KC

A. Well, as I said, at one time, we were not doing much treatment in St. Louis, and so wastes that we did not recover were hauled from St. Louis to Kansas City.

Q. And what categories of wastes would that include?

A. That was your cyanide and some of your acidic plating wastes.

Q. Would that include solvents?

A. No. St. Louis had several solvent reclamation facilities, so we just did not have that kind of business coming in there.

Q. Did St. Louis have an incinerator?

A. No.

Q. And what kinds of wastes were sent from Gary to Kansas City?

A. Just be exclusively cyanide.

Q. Were solvents ever sent from Gary to Kansas City?

A. I would not think so, no. It is the other way around. See, Chicago had two incinerators that we used, three actually, and then there were specialists in solvent recoveries in Chicago and Detroit we consulted.

Q. Who operated the incinerators in Chicago?

A. Hyon, Earth II and I think American Service.

Q. So if you shipped solvents from Kansas City or St. Louis to Gary, they would be sent there for incineration at one of these other facilities?

A. Yes, or recovery.

Q. And, to your recollection, wastes were not sent from-- solvent wastes were not sent from Gary to Kansas City for incineration?

A. No, because I think we phased our incinerator out in the early '70s, and we were not really going in any

Kansas City?

A. If it was real solid, you know, like a dense, unbreakable material, that was buried in this Basin No. 1.

Q. When you referred to Basin No. 1, you were referring to the location of Basin No. 1 on Exhibit No. 108?

A. Yes.

Q. Do you recall the volume of that kind of cyanide which would have been delivered to the Kansas City plant?

A. No, but I thought it was quite small.

Q. What is the difference between bulk liquid and drummed liquid cyanide and solid cyanide?

A. Well, liquid would be something that was processable in our equipment, whether it was in a tank transport or in a drum. The solid would generally be, oh, like the bottoms from a plating tank that had a lot of metal parts of such a nature that we could not run it through our process. It was not a pumpable material.

MR. FROST: I would like to ask the reporter to mark this document as Exhibit No. 132.

(HJERSTED DEPOSITION EXHIBIT NO. 132 WAS MARKED FOR IDENTIFICATION.)

MR. FROST: It is a memorandum dated November 30, 1979 from Lloyd T. Kaiser to Mr. Hjersted,

big way in Gary until that time. See, we bought the facility in '68 and were constructing it. It was an oil refinery and we were converting it over to our own use.

cyanide incinerator phased out in early 70's

Q. When did you phase out the incinerator in Kansas City?

A. Like I said, it was the early '70s.

MR. FROST: I would like to ask the reporter to mark this letter Exhibit 131. It is a letter from Lawrence Hjersted to Robert Bivins, Director of Purchases at Murray Ohio Manufacturing Company. It is dated March 11th, 1976.

(HJERSTED DEPOSITION EXHIBIT NO. 131 WAS MARKED FOR IDENTIFICATION.)

THE WITNESS: I have read the letter.

Q. (By Mr. Frost) In the middle 1970s, was St. Louis handling liquid and drummed liquid cyanide?

A. Yes.

Q. And were drums containing solid cyanide delivered to the Kansas City plant?

A. This is what the letter says.

Q. Is that your recollection?

A. Well, there was--at some point in this time, we discontinued accepting drums of this type of waste, so I could not say.

Q. How did you handle the solid cyanide when it got to

and it refers to some extent to transhipments of pickle liquor.

THE WITNESS: I have scanned this document.

Q. (By Mr. Frost) Can you identify this document, Mr. Hjersted?

A. It is a memorandum from Lloyd Kaiser to myself concerning how we bill between the two plants, that is, Kansas City and St. Louis, covering shipments of pickle liquor from Armco Steel.

Q. Why did you need to establish a specific interplant billing scheme for this material?

A. Well, we kept records on the profits and costs of the two plants, and just as a way of cost control and just to monitor the effectiveness of the different managers, if they were making a profit or not.

Q. Was a substantial volume of pickle liquor transhipped one way or the other?

A. I will not call it substantial, but it was probably several loads a month.

Q. A load being a 5,000-gallon tank truck?

A. 4,500-gallon, yes.

Q. In Item No. 3, it mentions deep well injection. Was a substantial amount of pickle liquor from Armco injected in a deep well process?

A. I don't believe so, no.

Q. Why would you have engaged in deep well injection of pickle liquor?

A. I presume if we--if for some reason we could not accept it in St. Louis and for some reason we could not process it in Kansas City, then that was our third outlet.

Q. What kind of reason would keep you from being able to accept it or process it in either location?

A. Oh, we could have excessive inventory. We could have equipment breakdowns.

Q. Did you also keep detailed interplant accounts between the Gary operation and the Kansas City and St. Louis operations?

MS. KARNAZE: You can answer.

THE WITNESS: Yes.

Q. (By Mr. Frost) How did you keep those accounts?

A. Just our regular accounting system. We had cost billing, you know. We billed one for a service performed by the other.

Q. Was it all done on invoices or would you have manifests where you would list the shipments in and the shipments out?

A. Well, it would have been done on--I think bill of ladings was our primary document. The mechanics,

1 I am not too sure how we did that, but, again, in
2 addition to being a separate company, we tried to
3 keep track of the performance of the three plants,
4 financial performance. The basic idea between--the
5 work between the Kansas City and Gary was double
6 hauling.
7 Q. Why did you establish CCCI as a separate company?
8 MS. KARNAZE: Object to the form of the
9 question. It is not relevant to this litigation.
10 THE WITNESS: I was prepared for that one.
11 MS. KARNAZE: You can answer the question.
12 THE WITNESS: Do you want it or not or what
13 is the--
14 MS. KARNAZE: I am sure he wants it.
15 Q. (By Mr. Frost) Did you establish CCCI as a separate
16 company?
17 A. Do I answer it?
18 MS. KARNAZE: Yes.
19 THE WITNESS: All right. I am an old Navy
20 officer, and I was taught naval engineering in World
21 War II, and we were taught to have separate compart-
22 ments so if we got a torpedo in one, the ship would
23 not sink, so that is probably the wrong answer, but--
24 no. We are in a very dangerous business.
25 MS. KARNAZE: Just wait for a question.

ORIGINAL

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

FILED
MAY 31 1985
R. J. CONYON, CLERK
U. S. DISTRICT COURT
WEST. DISTRICT OF MISSOURI

UNITED STATES OF AMERICA, Plaintiff,	)	
-vs-	)	Case No. 82-0983-CV-W-5
CONSERVATION CHEMICAL COMPANY, et al., Defendants.	)	

DEPOSITION OF NORMAN B. HJERSTED

WEDNESDAY, NOVEMBER 14, 1984

VOLUME IX

(Pages 1 through 117)

04585

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2 For the Plaintiff:	Mr. Daniel J. Shiel, Attorney, Office of Regional Counsel, U.S. Environmental Protection Agency, 324 East 11th Street, Kansas City, Missouri 64106.
3	
4	
5	
6 For Great American Insurance Company, American Fidelity and Continental Casualty Insurance Company:	Messrs. Wallace, Saunders, Austin, Brown & Enochs, 10111 Santa Fe Drive, Overland Park, Kansas 66212, By Mr. Jeffrey L. Lauersdorf.
7	
8	
8 For Armco Steel:	Messrs. Morrison, Hecker, Curtis, Kuder & Parrish, 1700 Bryant Building, 1102 Grand Avenue, Kansas City, Missouri 64106, By Mr. Robert M. Kroenert.
9	
10	
11	
12 For Conservation Chemical Company of Illinois and Norman Hjersted:	Messrs. Niewald, Waldeck, Norris & Brown, 2500 Commerce Tower, 911 Main Street, Kansas City, Missouri 64105, By Ms. Terry L. Karnaze.
13	
14	
15	
16 For Conservation Chemical Company:	Messrs. Linde, Thomson, Fairchild, Langworthy, Kohn & Van Dyke, 2700 City Center Square, P. O. Box 26010, Kansas City, Missouri 64196, By Mr. William T. Session.
17	
18	
19	
20 For IBM Corporation:	Messrs. Covington & Burling, 1201 Pennsylvania Avenue, N.W., Washington, D.C. 20044, By Mr. William F. Greaney.
21	
22 For General Dynamics Corporation:	Messrs. Margolin & Kirwan, 1000 United Missouri Bank Bldg., 928 Grand Avenue, Kansas City, Missouri 64106, By Mr. Michael Elbein.
23	
24	
25	

1 A p p e a r a n c e s (Cont'd.)

2 For W. R. Grace, Daisy Mfg., King Radio, 3 Acoustics Development, Airtex Products: 4	Messrs. Knipmeyer, McCann, Fish & Smith, 1800 Power & Light Building, 106 W. 14th Street, Kansas City, Missouri 64105, By Ms. Sharon K. Weedin.
5 For A. P. Green 6 Refractories Co., Curtis Matheson Scientific, Inc., 7 Illinois Tool Works, Inc., SAB Harmon Industries, 8 Inc., TRW, Inc., Beech Aircraft Corporation, 9 McDonnell Douglas Corp., Piper Industries, Inc., 10 Stoddard-Quirk:	Messrs. Field, Gentry, Benjamin & Robertson, 600 East 11th Street, Kansas City, Missouri 64106, By Mr. Michael L. Parrish.
11 For AT&T Technologies: 12 13	Messrs. Spencer, Fane, Britt & Browne, 1000 Power & Light Building, 106 W. 14th Street, Kansas City, Missouri 64105, By Mr. James T. Price.
14 For Third-Party 15 Plaintiff FMC: 16 17	Messrs. Shughart, Thomson & Kilroy, Commerce Bank Building, 922 Walnut Street, P. O. Box 13007, Kansas City, Missouri 64199, By Mr. C. J. Poirier.
18 For Solid State 19 Circuits, Inc.: 20	Messrs. Woolsey, Fisher, Whiteaker, McDonald & Ansley, 300 South Jefferson, Suite 600, Springfield, Missouri 65806, By Mr. Thomas Auner.
21 For Mobay Chemical 22 Corporation: 23 24	Messrs. Morgan, Lewis & Brockius, 1600 M Street N.W., Washington, D.C. 20036, By Mr. David G. Tripp.
25	

A p p e a r a n c e s (Cont'd.)

For Evanston Insurance Company and Mutual Fire Insurance Company:

Messrs. Wilson, Elser, Edelman & Dicker,
420 Lexington Avenue,
New York, New York 10170,
By Mr. Richard Rubenstein.

I N D E X

NORMAN B. HJERSTED: PAGE

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Examination by Mr. Greaney..... 53

E X H I B I T S

HJERSTED DEPOSITION EXHIBIT NOS.	DESCRIPTION	MARKED
234	Map of location of access road	14
235	Conservation Chemical Company invoice to Western Electric, dated February 13, 1975	21
236	Conservation Chemical Company invoice to Western Electric, dated February 27, 1975	21
237	Conservation Chemical Copany invoice to Western Electric, dated March 25, 1975	21
238	Letter from Mann-Kline to Western Electric, dated August 15, 1963	21
239	Contract dated June, 1962	21
240	Contract	21
241	Contract dated November 20, 1968	37

1 St. Louis. I would think we would have broken that
2 agreement. If it was a St. Louis driver, the circumstantial
3 evidence would be that it was left in St. Louis.
4 Q Is there any way to determine whether those loads of
5 materials were left in either St. Louis or Gary simply
6 because that was a closer location? In other words,
7 based on an operating decision.
8 A I am just trying to think of what other records we might
9 have had. We had these, oh, I call them activity logs
10 or operating logs on what was coming in or going out.
11 This was like a journal entry.
12 Q The ledger, like an accounting ledger?
13 A Right.
14 MR. PRICE: March 25, 1975, is the date
15 on Exhibit No. 237. The document control number is
16 317038. It is an invoice from Conservation Chemical
17 Company to Western Electric.
18 Q (By Mr. Price) Can you tell me, Mr. Hjersted, I note
19 that Exhibits 237, 236 and 235 all refer to Conservation
20 Chemical Company, Gary, Indiana. Does that have any
21 significance concerning the location which these wastes
22 were handled or treated?
23 A Again, I would have to speculate. The "K" on the invoice
24 number is our own code for Kansas City. That is a
25 symbol for Kansas City. By that time our administrative

1 offices had moved. I thought they had moved by then.
2 Yes, here it is. I think we had a practice of just trying
3 to use up our stationery. I know we do things like that
4 and they don't make sense ten years later. But the
5 Western Electric check is addressed to our Pershing Road
6 office in Kansas City.
7 Q You are referring now to Exhibit No. 236?
8 A Yes.
9 Q Mr. Hjersted, are there any materials located at the
10 Kansas City site that were explosive or potentially
11 explosive at the time that site handled those materials?
12 A Well, do you mean that are there now?
13 Q Either. That will be my next question.
14 A Well, let me get more tuned to that. Repeat the question.
15 Q Which do you want to get more attuned to, what is there
16 now?
17 A Either one.
18 Q Did you --
19 A As we received them, the question is did we receive
20 explosive chemicals?
21 Q Right.
22 A All right. I don't recall receiving what I call pressure
23 sensitive chemicals that would explode spontaneously.
24 Many of the chemicals that we received, if we combined
25 in certain proportions with other chemicals would explode.

ORIGINAL

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

FILED
MAY 31 1985
U.S. DISTRICT COURT
WESTERN DISTRICT OF MISSOURI

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
-vs-	)	No. 82-0983-CV-W-5
	)	
CONSERVATION CHEMICAL COMPANY, et al.,	)	
	)	
Defendants.	)	

DEPOSITION OF NORMAN B. HJERSTED

MONDAY, NOVEMBER 19, 1984

VOLUME XII

(Pages 1 through 124)

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I N D E X

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Deposition Exhibit No. 322 Letters dated March 30, 1970 and April 23, 1970	41
Deposition Exhibit No. 323 Memo Fire at CCC, June 5, 1969	46
Deposition Exhibit No. 324 Memorandum dated July 2, 1970	50
Deposition Exhibit No. 325 Cyanide Stripper KC	53
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Deposition Exhibit No. 331 Drawing of Acid Equalization Basin	86
Deposition Exhibit No. 332 Memo dated May 20, 1971	91

1 testified, unlike in later years, we emptied those out into
2 a bulk receiving tank prior to treatment and then brought
3 those containers back to Bendix.
4 Q. What I'm trying to address now would be the time period
5 beginning, say, in early 1968, which I realize is the
6 time that you have indicated previously that you had moved
7 to Gary.
8 A. Right.
9 Q. What I'm trying to establish is whether or not you had
10 left behind some kind of operating procedures with the
11 plant manager as to how drums should be handled at the
12 Kansas City site over this time period.
13 A. I just don't recall at that time.
14 Q. By early 1968, your St. Louis operation was going; is that
15 correct?
16 A. It had been going for four years.
17 Q. Had there been any changes in the types of materials
18 received at Kansas City as a result of the opening of the
19 St. Louis operation?
20 A. Well, of course, when St. Louis opened, its main business
21 was to inventory and resell the chem-mill. So the chem-
22 mill that had been coming to Kansas City stayed in the
23 St. Louis area. That is the main thing. And to a minor
24 extent, there was some treatment of the waste, acid waste that
25 we had gotten from McDonnell-Douglas in St. Louis.

1 Of course, prior to '64, that had come into Kansas City.
2 I think we had an ample supply of liquor, so it would
3 have been a rare event at that time -- we had both liquor
4 and National Lead was operating and we had an ample supply
5 of ferrous sulfate, either the crystal or the slurry. So
6 it would be a rare event for liquor to ever go from Kansas
7 City to St. Louis.
8 Q. When you say you had an ample supply of liquor, do you
9 mean an ample supply of pickle liquor?
10 A. Right. There was pickle liquor available and then there was
11 this ferrous sulfate slurry and ferrous sulfate crystal
12 from NL Industries.
13 Q. What you're referring to as an ample supply at your St.
14 Louis plant were due to the processes that you performed
15 there?
16 A. Right.
17 Q. At the time the Gary plant opened, were there any changes
18 in the nature of the materials that were received at the
19 Kansas City site?
20 A. I can't recall any. We had -- as I say, I recall the Rock-
21 ford Industries was, I think before Gary. I might dig up
22 one of the sales journals that talked about the Rockford
23 sanitary district generators, and there would be a date on
24 that. That will fix when they came in. I just don't
25 recall any particular big influx of materials from Gary to

1 Kansas City because Gary was operating.

2 Q. Was there any change, any lessening of materials coming

3 to Kansas City as a result of the Gary operation?

4 A. No. Gary never treated cyanides.

5 MR. SHIEL: We'll go off the record.

6 (A recess was taken.)

7 (Hjersted Deposition Exhibit No. 321 was

8 marked for identification.)

9 Q. (By Mr. Shiel) Mr. Hjersted, the reporter has just handed

10 you what he has marked as Deposition Exhibit No. 321,

11 and I'll ask you if you will take a minute to examine that

12 document.

13 A. I have examined the exhibit.

14 Q. Mr. Hjersted, could you identify the document for the

15 record, please?

16 A. This is a description of a continuous cyanide disposal

17 unit. It is dated 7-8-68. It is what I would call a

18 pipe reactor.

19 Q. Do you recognize the handwriting?

20 A. It appears to be mine.

21 Q. Do you recall this particular document?

22 A. Not as such. It certainly fits in the frame of our

23 activities there.

24 Q. Do you recall considering a continuous cyanide disposal

25 unit for the Kansas City site?

A. No, I don't, but we certainly could of.

Q. We spent considerable time talking about the incineration activities of the Kansas City site between 1963 and 1968. Had you also been disposing of cyanide waste at Kansas City over that time period?

A. Yes.

Q. Could you describe for us in the early 1968 time period what your cyanide disposal activities were?

A. Not by that date. I don't have any way of keying in the date that we shifted from using virgin sulfuric acid to the waste-plus-waste method for neutralizing.

Q. Was your cyanide disposal a batch process as opposed to a continuous process?

A. Ordinarily, yes.

Q. Do you recall whether or not the processes that are described in Exhibit No. 321 were being considered for Kansas City or one of the other Conservation Chemical sites?

A. It would have been for Kansas City. I don't recall it specifically, but as I said earlier, it fits in our scope of our activities. I have previously testified that we didn't start treating cyanide in St. Louis until probably 1975. We never treated cyanide in Gary.

Q. If you look in the middle portion of the page, in the drawing portion next to what appears to be a representation

of some kind of a line, there is the words, "2 inch P.E. line to No. 2 basin." Could you tell us what types of materials would have been going to No. 2 basin in this kind of a process?

A. Well, this would be the reaction product of alkaline cyanide solution and the virgin sulfuric acid. So it would contain hydrogen cyanide and sodium potassium sulfates and metal hydroxides.

Q. This would have been the reaction products whether it was a continuous or batch process as long as you were using these particular reactants?

A. Right.

Q. What does the "P.E." stand for in that designation?

A. I would think polyethylene. Of course, "S.S." is stainless steel.

Q. If you looked slightly below that and to the left on the other side of the representation of the line, there is a designation "P.V. valve for sample," I believe. Do you see where that is written?

A. Yes.

Q. Do you recall having a sampling point in your cyanide treatment process?

A. We had them on all of the equipment and the control was the pH.

Q. So you do recall having not only the sampling point but

1 proposed incinerator change on this Exhibit No. 327.
2 Q. Do you recall whether you were continuing to handle
3 cyanide wastes at Kansas City at this time period?
4 A. I felt that we handled cyanide pretty continuously throughout
5 the '60 to '75 period.
6 Q. If you would look at Item No. 4, Drum Disposal, there is a
7 reference to providing better identification in the third
8 line of the section on drum disposal.
9 A. Right.
10 Q. Do you have any recollection as to the type of identifica-
11 tion that was to be provided?
12 A. No, I don't.
13 Q. Do you have any recollection as to the types of drums that
14 are being referred to in the statement about Kansas City
15 handling about 200 drums a month?
16 A. No.
17 Q. Do you have any recollection about what types of materials
18 would have been sent in drums from Gary other than cyanide
19 that is referenced in the next to the last sentence under
20 drum disposal?
21 A. No. My understanding was that was pretty much our exclusive
22 type of material.
23 Q. That cyanide was the exclusive type of material?
24 A. From Gary to Kansas City, yes.
25 Q. Can you tell me what the nature of the arrangements were

between the Gary plant and the Kansas City plant about sending materials from one to the other?

A. Well, do you mean financial arrangements or what?

Q. Any kind of arrangements.

A. Any kind?

Q. Yes.

A. Well, until later, as I say, as I recall until '75, much or all of the cyanide that was picked up in Gary went to Kansas City. Starting in '75, St. Louis picked up this job function. When we discontinued in St. Louis, I am quite certain that we went to other facilities other than Conservation Chemical.

Q. Was this a transaction between Conservation Chemical of Illinois and Conservation Chemical, the sending of cyanide waste from Gary to Kansas City?

A. Right. To my knowledge, credits were given for this work.

Another practice we had in that period was the backhauling of organics from Kansas City to the east, specifically to Gary.

Q. Do you recall that happening in June of 1971?

A. Not specifically in that date.

Q. In that time period?

A. That was, as I said, our general practice.

Q. Mr. Hjersted, with regard to the transfer of cyanide from Gary to Kansas City, you mentioned credits were given. Are you

1 referring to financial credits from one corporate entity
2 to the other corporate entity?
3 A. Correct.
4 Q. What type of paper work would accompany such a transaction?
5 A. Invoice. Well, it is called inter-plant or inter-company
6 invoice.
7 Q. Would there have been a bill of lading accompanying the
8 shipment of the materials?
9 A. Yes.
10 Q. If you will look on page 3 under item 3, Roman numeral 3,
11 item 2, beginning in the third paragraph is a reference
12 to chrome being sent to KC for several months. Do you have
13 any recollection of chrome containing waste having been
14 transferred from Gary to Kansas City about this time period?
15 A. Will you repeat that question? I was reading the paragraph.
16 Q. I am sorry. I was seeking your recollection as to whether
17 or not chrome wastes were sent from Gary to Kansas City
18 about this time period.
19 A. Well, I don't recall other, and of course I am searching
20 my memory on what our incentive was, as I recall we didn't
21 have any particular problem in treating and disposing of
22 that type of waste.
23 Q. Would Mr. Eagan have had access to accurate information when
24 he was preparing these reports?
25 A. I would think so, yes. He was either the administrative

manager or marketing manager at the time.

Q. Were you receiving a wide variety of chrome waste at the Gary facility at this time?

A. I recall we were getting this type, and I would hate to say it was a wide variety or not. I wouldn't go that far in my memory.

Q. Was chrome waste a material that was received from a large number of different sources at the Gary facility at this time?

A. As I recall, yes.

MR. SHIEL: Could we have this marked as Exhibit No. 334, please?

(Hjersted Deposition Exhibit No. 334 was marked for identification.)

THE WITNESS: Rather than read it through in detail, I will just say I have Exhibit 334, dated 6-3-71, with the initials H. E. at the top.

Q. (By Mr. Shiel) Would H. E. appear to be Harold Eagan?

A. It could be.

Q. In the very top paragraph of this document is a discussion about jobs which have some potential to generate high volumes. One of these is solvents and oils in Kansas City. Do you recall if at this time period, that being June 1971, you considered solvents and oil disposal as being a job with a high potential in Kansas City?

1 entitled Conservation Chemical Corp. Cost Report, YTD
2 Ending 06-30-71, Kansas City, that breaks costs down
3 apparently to labor, freight, chemicals, other as far as
4 direct costs. In the context of that kind of a breakdown,
5 which is separate from indirect costs, do you have any
6 recollection about what other costs may have been expected
7 that didn't show up on this cost report?
8 A. No.
9 Q. Do you have any recollection about the nature of the
10 monies that were spent covering drums in the rear of the
11 plant?
12 A. You are talking about drums?
13 Q. Item 3, Drums.
14 A. Drum disposal?
15 Q. Yes.
16 A. Now, in case I didn't give you a good answer, will you
17 repeat the question?
18 Q. I asked what monies could have been spent covering
19 drums in the rear of the plant.
20 It would appear to me from reading this sentence,
21 that the author expected there to be some costs item show
22 up in the other column for drum disposal due to expenditures
23 made covering drums in the rear of the plant.
24 A. I just would be reluctant to speculate on what the category
25 "other" includes.

1 Q. Looking further down in that same section, that is
2 Section 3, Drums, on page 1 of the exhibit, there is a state-
3 ment, "no compensation was allowed KC for several trucks
4 and a rail car of drums from Gary." Do you recall any
5 specifics as to the transfer of several trucks and rail
6 car of drums from Gary that might have shown up in this
7 report?
8 A. No.
9 Q. Do you have any recollection as to the nature of materials
10 that might have been shipped from Gary to Kansas City during
11 the time period of this report?
12 A. No.
13 Q. Under item 4, Solvent, on the first page again, under Kansas
14 City jobs, there is a statement made to the effect that
15 your burner is running at or near capacity. Do you
16 recall whether or not the incinerator was operating at or
17 near capacity during the time period of this report?
18 A. No.
19 Q. Would you have any information that might contradict this
20 statement?
21 A. Well, I think he is probably referring to capacity with our
22 regular operators and our regular time we are open and with
23 the personnel present. I doubt if we had a round the clock
24 operation then.
25 Q. So it is your expectation that you are referring to an

6-2-71
2 copies HE
KC, STL,

TO: N. B. Hjerated

Re: First Third 1971 Cost Report

322041

I. Kansas City

1. Disposal: There should be ample margin to neutralize, burn and scrub fumes. Who has projected tankage required Armco comes in? What is estimated basin life? Volume declined 20% in April but sales dropped only 6%.

2. Solvent: Costs on the burner continued into April. It looks like we should try to at least double our volume to make back what we have put into the unit (about $7000). Larry, can you summerize potential users with about one load per week?

3. Cyanide: It appears some gallons are missing. The freight rate shown (9.2¢/gal) would make a tank car from Rockford cost over $1000, but it should be about $700 to $750. The sales per gallon are too high by a similar ratio. Larry, are you including all the Rockford material in your gallonage figure? I believe you should have received 55,000 gallon from Rockford above. Showing operating profit of 35%.

4. Drum Disposal: I believe the April report does not include some billing to IBM, altho the job has been marginal. We have increased drum prices to IBM, and hopefully provided better identification which should reduce time in handling. It appears that Kansas City has been handling about 200 drums/month. Drums from Gary will no longer be sent to Kansas City, except for CN. Inter-plant charges should be made.

5. As a whole, Kansas City continues to be most profitable. With continued work on redesigning and construction. I expect profit levels to be in line with April over the next two months. Kansas City had operating profit of $45000 on sales of $87,000, for 52%. I expect the operating profit on sales to decline to around 35% as acid is treated. Assuming 50% of administration expenses go to Kansas City, the profit before tax would be about $33,000.

II. St. Louis

1. Lo Sodium Aluminated (Laclede and Chem.-Mill): This will decline in following months due to lack of Chem.-Mill and high cost of Canstic. For immediate future we could help both Laclede and ourselves if they would take liquid lime. Tom Potter and N. Hjerated are working on this with Laclede now.

2. Fluosilicic: We have filled our contract at St. Louis. Volume needed in St. Louis area will be minimal now. Fluo has contributed about $21,000 in sales (19%) and $15,000 in open profits (50% of SL total). Will not affect cash flow in SL because cash has been diverted to Gary in past.

3. Bulk Disposal: Volume of acid decreasing. The margin is there to neutralize and have sludge on the volume we have. We were already supposed to be doing this.

010364

7 20816

DEPOSITION EXHIBIT

Hjersted 333

4. Ferri-Chlor: About $5000 in unassigned labor in St. Louis has to go mostly to this job, about $4400. Volume currently sufficient to make this job pay. Year to date profit of about $1000 is only 2½% on sales. Should run about 25%. Would an increase in price cause Am. Wtr Wks to adjust their usage of iron: Probably would take a 10% increase. Chlorine price is down a few dollars per ton this year. If adjusted labor cost is correct, then our labor cost is 4.6¢ per gallon, or about $180 a 4000 gallon truck load (4 man days).

5. St. Louis had an operating profit of approximately $26,000 on $112,000 sales, for 23%. Assuming half of CCC administration expenses go to St. Louis, profit before tax would be $14,000 (12½%).

III. Gary

1. XF: Adjusting April for inventory and credits to 3M they have requested, the XF account shows no profit or loss.

   We should make about $750 per car. If we don't show some improvement by June, we should probably drop it. Inventory of over 200,000 lbs ($15,000 chemical cost) on hand 4-30.

2. Bulk Disposal: About half of this material (25 to 30 lds/mo) is being sent to the deep well, most of the time requiring double hauling due to being dirty. We need an efficient means of filtering the worst material or a settling tank which can be cleaned quickly and cheaply.

   We have not resolved the nitric acid problem which accounts for just over a third of the volume. There is another 5000 to 10000 gallons per week which I have not bid on (8-10% nitric with lead and zinc). Are we sure recovery of the nitric is uneconomical? We are looking at ion-exchange and ammonium nitrate manufacture.

   The chrome has been sent to KC for the past several months at no better than a break even in Gary - and no credit to KC. Much of this chrome also contains other metals such as copper or nickel. Why couldn't we precipitate the other metals and try to market (or give) the chrome (say to Hydrite). Even if we didn't recover the metals until some later time, we would be reducing our volume and stop the shipping.

3. Fluosilicic: We have received enough Tuscola material to make this job quite profitable. Volume will decline somewhat thru the end of the year.

4. Etch: There is an error in the gallons delivered. Actual is 72,500 for 4 months. With adjustment for inventory the chemical costs are appropriate. Trucking costs are too high and labor looks too high. Trucking figures include back handing copper which should be shown seperately. One cause of these high costs is that we haul short loads occasionally.

322043

5. Copper: First four months show good profit on copper. We had shipped about 11000 worth at the end of April. I think the copper is doing alright. The ammonium persulfate-copper (WE) will go into this job. The dissolved salts continue to be the major difficulty in metals reclamation.

6. HF: Our supply of HF has almost stopped. We do not know at this time whether it is only temporary or not. $8100 shown as HF sales in March cost report were actually KF. See adjustments.

7. Drums: We are showing a loss of about $2500 for the year to date. Our primary problem has been that we have not prepared any facilities or planning to set up a trailer to unload drums at customers site so we don't get the drums at our plant. We have increased prices on most drums, have eliminated some drums, and will eliminate some more.

8. Cobalt: We have not generated any product as yet. We have put about $5000 into the job so far. Still are unable to make a judgement on profitability. Transferred above $4000 of sales out of "Bulk" to "Cobalt" on adjustments.

9. General: Gary plant has become profitable the first third of this year. State approval of some disposal procedures are necessary before we can proceed with any work on facilities. This will probably cause us to continue to have high labor costs, and impede progress toward a routine in the plant. Truck loading and unloading facilities or procedures would help. Ken Roberts taking over as dispatcher 5-26-71, and I believe he will improve trucking preformance.

010366

7.20816

ORIGINAL

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

FILED
MAY 31 1985
U.S. DISTRICT COURT
WEST. DISTRICT OF MISSOURI

UNITED STATES OF AMERICA, Plaintiff,	)	
vs.	)	Case No. 82-0983-CV-W-5
CONSERVATION CHEMICAL COMPANY, et al., Defendants.	)	

DEPOSITION OF NORMAN B. HJERSTED

TUESDAY, NOVEMBER 20, 1984

VOLUME XIII

04589

For the Plaintiff:	Mr. Daniel J. Shiel, Office of Regional Counsel, U. S. Environmental Protection Agency, 324 East 11th Street, Kansas City, Missouri 64106.
For Defendant Conservation Chemical Company:	Messrs. Linde, Thomson, Fairchild, Langworthy, Kohn & Van Dyke, 2700 City Center Square, Kansas City, Missouri 64106, By: Mr. Steven E. Wermcrantz.
For Defendants Norman Hjersted and Conservation Chemical Company of Illinois:	Messrs. Niewald, Waldeck, Norris & Brown, 2500 Commerce Tower, Kansas City, Missouri 64106, By: Miss Terry Karnaze.
For A. P. Green Refractories Company, Beech Aircraft Corporation, Browning-Ferris Industries of Kansas City, The Curtis Matheson Scientific, Inc., Illinois ToolWorks, Inc., Jones Chemicals, Inc., McDonnell Douglas Corporation, S.A.B. Harman Industries, Inc., TRW, Inc., Waste Disposal, Inc., Chem Central Corp./Zero Corp:	Messrs. Field, Gentry, Benjamin & Robertson, 600 East 11th Street, Kansas City, Missouri 64106, By: Mr. Michael L. Parrish.
For General Dynamics Corporation:	Messrs. Margolin & Kirwan, 1000 United Missouri Bank Building, Kansas City, Missouri 64106, By: Mr. Michael Elbein.
For Great American Insurance Company, American Fidelity and Continental Casualty and Insurance Company:	Messrs. Wallace, Saunders, Austin, Brown & Enochs, 10111 Santa Fe Drive, Overland Park, Kansas 66212, By: Mr. Jeffrey Lauersdorf.

For FMC:	Messrs. Shughart, Thomson & Kilroy, 900 Commerce Bank Building, Kansas City, Missouri 64106, By: Mr. Dennis D. Palmer.
For Defendant and Third-Party Plaintiff Armco, Incorporated:	Messrs. Morrison, Hecker, Curtis, Kuder & Parrish, 1700 Bryant Building; Kansas City, Missouri 64106, By: Mr. Robert M. Kroenert.
For Solid State Circuits, Inc:	Messrs. Woolsey, Fisher, Whiteaker, McDonald & Ansley, 300 South Jefferson, Suite 600, Springfield, Missouri 65806, By: Mr. John E. Price.
For Home Insurance Company:	Hendren & Andrae, 235 E. High, P. O. Box 1069, Jefferson City, Missouri 65102, By: Mr. Richard S. Brownlee, III.
For Acoustics Development Corporation, W. R. Grace, Dazey Manufacturing, Airtex Products, King Radio:	Messrs. Knipmeyer, McCann, Fish & Smith, 1800 Power & Light Building, 106 West 14th Street, Kansas City, Missouri 64105, By: Ms. Sharon K. Weedin.
For AT&T Technologies:	Messrs. Spencer, Fane, Britt & Browne, 1000 Power & Light Building, 106 West 14th Street, Kansas City, Missouri 64105, By: Mr. James T. Price.
For IBM:	Messrs. Covington & Burling, 1201 Pennsylvania Avenue, N.W., Washington, D.C. 20044, By: Mr. William F. Greaney.
For Cessna, Pfizer Corp., CMC-Carswell, Elko:	Messrs. Sherman, Wickens, Lysaught & Speck, Top of City Center Square, 12th & Baltimore, P.O. Box 26530, Kansas City, Missouri 64196, By: Mr. Paul A. Streiff.

A. That would have been Mr. Egan or one of his assistants.

Q. If you would, look at the part of the document that I referenced earlier, Roman Numeral III, Kansas City, on Page 3. Under Item 1, Bulk Disposal, there is a discussion of a continuing profit rate and a statement that the profit on this job will probably not be maintained in 1972 when some neutralizing is done. Do you recall a time period towards the end of 1971 when you were not doing any neutralizing of bulk waste at Kansas City?

A. No.

Q. Do you recall whether you were continuing to spend money on the nuetralizing equipment as referenced in this section?

A. No.

Q. The last sentence in that paragraph discusses the anticipation of using pickle liquor to make ferric sulfate. Is ferric as opposed to ferrous sulfate a product that was manufactured at Kansas City?

A. No.

Q. Under Item 2, Cyanide, was the statement that the cyanide inventory was very high at the end of the year. Do you remember an accumulation of cyanide inventory at the end of 1971?

A. No.

Q. Would you have any recollection as to circumstances that might have contributed to an accumulation of cyanide

1 inventory at that time period?

2 A. I don't recall that the inventory was high. I can speculate

3 on why an inventory would be high.

4 Q. Well, would --

5 A. That would apply to any situation.

6 Q. Do you recall if cyanide wastes were being shipped from the

7 Gary facility to Kansas City at this time period?

8 A. Well, I believe they were. I don't recall that they were

9 but I just believe that they were.

10 Q. Under Item 3, Drum Disposal, there is a discussion about

11 the high cost of handling drums. Do you recall concerns

12 about the labor costs involved with drum handling in Kansas

13 City at this time period?

14 A. No.

15 Q. What is your understanding of the statement regarding

16 "multiple handling of drums when not able to get into back"?

17 That's in the very first sentence of this section.

18 A. Do you want my interpretation of that remark?

19 Q. Do you recall any multiple handling of drums?

20 A. I don't recall it, per se, but I understand what is being

21 said here.

22 Q. What is your understanding, then, of what is being said?

23 A. I can address that. I could visualize there might have been

24 times when the road was very icey or very boggy, that is

25 difficult to get vehicles into it, and in those periods

Q Did you ultimately use the encapsulation process that's discussed in the memo that has now been marked as Exhibit 350 for cyanide treatment at Kansas City?

A. Well, I just don't recall that we did as such. Of course, when we reworked the sludges in the back basins which would have contained the reaction products of cyanide and sulfuric type pickle liquor, as far as that goes, that was the use of this process. But as far as bringing in fresh cyanide and doing it all at one time, I don't believe we did that.

Q So would there have been 2 basic cyanide treatment methods employed at Kansas City; the first which was used prior to the waste-plus-waste being addition of the cyanides with acids, generation of the hydrogen cyanide gas and flaring of the resulting gaseous reaction products, and the second being the waste-plus-waste treatment method that we have just discussed?

A. Correct, plus the period that I previously testified of, say, less than a year, of the direct combustion of the alkaline cyanide liquor in the incinerator.

Q I had forgotten about the third one. I appreciate your reminding me.

(Whereupon, a short recess was taken.)

MR. SHEIL: If we could have this marked as Deposition Exhibit 351.

(HJERSTED DEPOSITION EXHIBIT 351 WAS MARKED FOR IDENTIFICATION.)

A. This is a three-page unsigned letter from myself to a Mr. Lou Harasty and Art Davis, CCI, Gary, Indiana, dated July 24, 1973.

Q. What was Mr. Harasty's position with Conservation Chemical?

A. Administrative manager

Q. What was Mr. Davis' position with Conservation Chemical?

A. He was a plant manager for the Gary plant.

Q. Was he, then, an employee of Conservation Chemical of Illinois?

A. Yes.

Q. I would direct your attention to Item No. 2 on the first page. The heading is "Cyanide." The first sentence in that section reads, "Ralph Baker has assured me he can take all you can send." Was Mr. Baker still the plant manager at Kansas City?

A. I believe so.

Q. Do you see the section that I'm referring to, Mr. Hjersted?

A. Yes.

Q. Is it your recollection that all the cyanide being received at the Gary facility was being transferred to Kansas City at this time?

A. Yes.

Q. Could these have been cyanides received in bulk or cyanide

1 waste received in drums?

2 A. Both.

3 Q. Do you recall whether there was any preprocessing of those

4 materials at the Gary facility before they were sent to

5 Kansas City?

6 A. No, it's not a process but I do recall that there was some

7 conversion of the drum to the bulk.

8 Q. Would the cyanide waste that was ultimately sent to Kansas

9 City be various waste strains received that had been co-

10 mingled together prior to shipment?

11 A. It could have been or it could have been, you know, an

12 entire shipment. I would like to amend the previous sentence

13 or question, my answer to the previous question, in that

14 there was a point in time where -- and this started with

15 the Brian job -- where some of the materials containing

16 cyanides were sent to Kansas City and some were sent to

17 a local landfill in Illinois.

18 Q. Would that have been prior to or after the time of this memo?

19 A. I guess the Brian job was -- it lasted for some time so I

20 can't say but I think, at least, the end of it was after

21 this memo. I don't know about the beginning.

22 Q. But it is your recollection that cyanides were transferred

23 regularly from the Gary facility to Kansas City, if not

24 all the cyanides, at least?

25 A. Yes.

1 Q. On a regular basis cyanides were transferred?
2 A. Yes.
3 Q. Do you recall preparing this memo?
4 A. Not specifically.
5 Q. Do you recall who the shipper would have been for trans-
6 porting the cyanide waste from Gary to Kansas City?
7 A. Well, let me see, the shipper -- no, I don't.
8 Q. Would it have been --
9 A. I think it could have been both, though.
10 Q. Conservation Chemical of Illinois had transportation
11 facilities as well as Conservation Chemical Company?
12 A. Yes.
13 Q. When you prepared this memo, and I realize you just testified
14 that you don't recall specifically its preparation, but can
15 you tell or do you recall whether you were writing the
16 memo on behalf of Conservation Chemical Company of Illinois
17 or on behalf of Conservation Chemical Company?
18 A. Well, I don't recall the memo. I could read it and interpret
19 it, if you wish.
20 Q. What I'm trying to establish is the decision-making process.
21 We have two different corporate entities, both of which are
22 involved in the lawsuit, and I'm trying to establish the
23 decision-making process that led to the sending of cyanide
24 waste from Gary to Kansas City.
25 A. Okay, well, let me read the letter.

Okay. As I recall, your question was does this reflect a document for "I" or for "C"?

Q That's close enough.

A Well, I would consider it a document primarily for those addressed, which is Art Davis and Lou Harasty, which were at Gary. We very often let the other two managers know about the activities of the manager of the Gary plant. But, at any rate, I would identify this more of an "I" letter but just information passed on to "C" people.

Q Were all the employees at Gary employees of Conservation Chemical of Illinois at this time period?

A Well, I think I was still there and so I would have been generally a "C" employee.

Q With regard to Mr. Harasty, was he employed by Conservation Chemical or Conservation Chemical of Illinois?

A Well, I just don't recall. I know he started out as an "I" employee doing "I" work exclusively and then with changes in personnel he took over a blotter role. So whether he was actually paid by "C" or not, I don't know, but he could have been in his later period of employment.

Q Do you have any better recollection, having looked at the letter more carefully, as to which entity was actually doing the transporting of materials from Gary to Kansas City?

A Can you repeat your question?

Q I asked if having read the letter more carefully, you had

1 any better recollection as to which entity, and by "entity,"
2 I mean Conservation Chemical and Conservation Chemical of
3 Illinois, would have done the transporting of materials
4 from Gary to Kansas City?
5 MISS KARNAZE: Dan, do you mean in a specific
6 instance?
7 Q (By Mr. Sheil) Was there a general practice that "I" would
8 transport the materials to Kansas City, or vice versa?
9 A My recollection is limited, that both did hauling.
10 Q Would "I" have been the original transporter that would
11 have picked up waste that was going from Gary to Kansas City?
12 A In some cases, yes. I do recall specifically that the
13 Conservation truck out of Kansas City made direct pickups
14 in Illinois, for example.
15 Q And that material would have been taken to the Gary facility
16 before transport back to Kansas City?
17 A No, it would have gone directly to Kansas City.
18 Q Did you continue to send cyanide waste from Gary to Kansas
19 City for the entire time period that Kansas City had treat-
20 ment facilities for the cyanide?
21 A I believe so.
22 Q I believe you indicated earlier that at some point in
23 time some of those cyanides went to St. Louis but some
24 continued to go to Kansas City?
25 A Well, yes, I think I previously testified that it was in '75

1 that they switched from Kansas City to St. Louis.

2 Q. Is that when you ceased your capability to treat cyanides

3 in Kansas City?

4 A. I would have to examine the records but if we resumed, it

5 would have been a very short period because there was --

6 again, I can recall about '76 or '77 that we discontinued

7 treating anything but pickle liquor in Kansas City.

8 MR. SHEIL: Could we have this marked as Deposition

9 Exhibit 352.

10 (HJERSTED DEPOSITION EXHIBIT 352 WAS MARKED FOR

11 IDENTIFICATION.)

12 A. This is a one-sheet document labled, "St. Louis Inventory,

13 8-20-73, handwritten, and I don't recognize the author

14 from the writing.

15 Q. (By Mr. Sheil) Do you ever recall having seen inventory

16 reports such as this before?

17 A. Not as such. We have inventory reports and had them, but

18 not this one in particular.

19 Q. If you look in the middle of the page, there is a line that

20 reads, "K.C. Inventory, 8-20-73." Do you see that portion

21 of the document?

22 A. Yes.

23 Q. Would that be a reference to the Kansas City site inventory

24 on that date?

25 A. I would expect so.

pillows that would pick up oil. You know, toss them out on water and they would pick up oil.

Q. Were these used at the Kansas City site?

A. I just don't recall, but I remember the purchase and I think we still have some in St. Louis.

MR. SHEIL: If we could have this marked as Deposition Exhibit 360, please.

(HJERSTED DEPOSITION EXHIBIT 360 WAS MARKED FOR IDENTIFICATION.)

Q. (By Mr. Sheil) Mr. Hjersted, if you would examine these documents and when you have completed your examination, identify them for the record.

A. This is three pages; the first, a memo from Art Davis to myself dated November 7, 1974, "Subject: K.C. Notification of Shipment of Piggyback Cars to K.C." The second is a memo from myself to Art Davis dated October 25, 1974, "Subject: Attached Memo from Ralph Baker, October 23." The last is a memo from Ralph Baker to myself dated October 23, 1974, subject, "Response to your memos."

I have scanned these three pages.

Q. Was Art Davis still the plant manager at Gary at the time these documents were written?

A. That's what the document indicates.

Q. Do you have any recollection of what the nature of the material was that was shipped by piggyback to Kansas City?

A. Well, let's see. I don't recall this exchange of letters but just reading the memo from Baker, he refers to an RR car of cyanide.

Q. Would a piggyback shipment refer to a shipment by rail of a truck?

A. Yes, a trailer.

Q. Would you have any recollection as to the nature of the truck trailer, whether it would be one that would be a tank-type trailer or some other type of trailer?

A. No. Of course, this memo from Ralph refers to drums which would be a van. But I vaguely recall that we shipped some trailers by piggyback but I don't know whether that was just for moving to maintain them or moving them with loads. Now, it's illegal.

Q. This document does not refresh your recollection as to shipments of any material other than cyanide from Gary to Kansas City, then?

A. As I said, I just scanned it. No.

MR. SHEIL: If we could have this document marked as Exhibit 361.

(HJERSTED DEPOSITION EXHIBIT 361 WAS MARKED FOR IDENTIFICATION.)

Q. (By Mr. Sheil) Mr. Hjersted, if you would please scan this document and when you have completed scanning it, identify it for the record.

A. It's a memorandum to Lawrence E. Hjersted dated May 21, 1974, "Subject, List of All Wastes Handled." It's one, two -- five pages and I don't see the author's name.

Q. Do you recall ever having seen either this report or similar reports previously?

A. Not this one, specifically. I do recall that we had something like this at about this -- like mid seventies.

Q. Do you recall who would have prepared the report by title, if not by name?

A. I would like to look back in these documents. I think it gave a precise date of our move from Gary to Kansas City. 5-3-74 in document 356. So this is a little bit after that. I think the first administrative manager was Ed Vogel. Mr. Harasty remained in Gary and Mr. Vogel was employed to take over the corporate -- what did I call it?

Q. Administrative manager?

A. Oh, yes. I was completely blank.

Q. Was Mr. Vogel located, then, in Kansas City?

A. Yes.

Q. Was your son located in Kansas City or in Gary?

A. Well, he made the move at about the same time. I vaguely recall it was a little after my move but about the same time.

Q. Do you recall what types of information would have been available to Mr. Vogel to prepare such a report?

A. Well, we had, of course, the bill of ladings and invoices,

1 and I think we had the dispatch records at that time.
2 Q Is it your understanding that this is a list of all wastes
3 handled at Kansas City, as the subject of the document
4 indicates?
5 MR. PRICE: I would object to the form of the
6 question, no foundation that the witness had personal
7 knowledge.
8 MR. KROENERT: Would you please read the question
9 back, and the objection.
10 (Whereupon, the reporter read back the question
11 and the objection.)
12 MR. KROENERT: I object also on the grounds that
13 the document does not so indicate. That assumes something
14 that was not correct.
15 Q (By Mr. Sheil) Mr. Hjersted, what is your understanding as
16 to the information that's contained in this document?
17 A Well, exactly as the title says, "List of all Wastes Handled,"
18 but it doesn't say where. But I would conclude that since
19 Armco is listed as receiving 78 loads, then certainly it's
20 talking about Kansas City and since there is no mention of
21 ferric chloride, it's probably not talking about Gary or
22 St. Louis.
23 Q Would you then conclude that the listing under CCC, Gary,
24 Indiana, would indicate a shipment of cyanide from Gary to
25 Kansas City?

A. Yes.

Q. Do you have any recollection as to the nature of the transaction involving the Hjersted Farm in Rulo, Nebraska?

A. Not this particular shipment. The shipments in general were screened with the county agent or other appropriate local farm expert as to the suitability of the material for the use intended at the county or the state capitol level.

Q. Would this, then, be a shipment from Kansas City out, as opposed to a shipment into Kansas City?

A. Well, my recollection is that only material was brought to the farm and not from the farm.

MR. KROENERT: I'm sorry, I couldn't hear that at all, would you read that back? Would you speak up just a little bit more, please, Mr. Hjersted.

(Whereupon, the answer was read back by the reporter.)

Q. (By Mr. Sheil) Is it your recollection that reports such as this were prepared on a regular basis?

A. There was a point in the seventies when we started doing this in response to the Missouri State Department of Natural Resources. Whether this was for that or for this special study that Lawrence was conducting about encapsulation, I don't know offhand.

Well, if you look at Exhibit 357, which is about the same time period, that ties together that it was a

Q At this time did you have any other wells on the site?

A. I don't recall. At some point in time we put in a number of other shallow wells, like 30 feet or so.

Q You don't recall whether that was before or after this time period?

A. Not at this moment, no.

MR. SHEIL: Could we have this marked as Exhibit 384, please.

(HJERSTED DEPOSITION EXHIBIT 384 WAS MARKED FOR IDENTIFICATION.)

Q (By Mr. Sheil) Mr. Hjersted, if you would, please review this document and upon completion of your review, identify it for the record.

A. Okay. This is a memo from myself to Gary Schepper dated October 27, '76, "Subject: Cyanide Treatment - Amerock Account."

Q Who was Mr. Schepper?

A. He was the manager of the Gary plant at the time.

Q Mr. Hjersted, if you would look at the first sentence in the fourth paragraph of this memo, do you recall whether in the general time period of this memo high strength cyanides were being shipped to Kansas City from other Conservation Chemical facilities?

A. No, I don't recall this particular shift but, as I said earlier, as I recall, once it went to St. Louis, it stayed

in St. Louis; it never came back to Kansas City. This document would indicate that it did come back to Kansas City, at least in part.

Q. Would this indicate that cyanides from the Gary facility would come to Kansas City?

A. Yes.

Q. Do you recall whether cyanides actually did come to Kansas City from Gary after this time period?

A. No, I don't recall the exact time we discontinued accepting this in Kansas City but it was close to this time period.

MR. SHEIL: Recess until morning.

Repe
White file

317503

May 21, 1974

MEMORANDUM TO: LAWRENCE E. HJERSTED

13 cross reference

SUBJECT: LIST OF ALL WASTES HANDLED (APRIL, 1974)

CUSTOMER	LOCATION	GALLONS/LOADS		TYPE OF WASTE Acids	Cyanide	Others
Murray Ohio,	Lawbg, tn.	22,500	5	4400	18100	
Bendix	K.C., Mo.	18,899	5	10739	210	5000 soluble Water/Coolant 2950 Alkaline
Roto Rooter	Rockford, Il.	10,000	2		10000	
Chemical Rec.	Romulus, Mi	4,600	1			4600 Acetone Solve
Solid State Cir.	Sprfld, Mo.	2,200	1			2200 Copper Sulfat
Midland Ross	Athens, Tn	4,070	1		4070 *	
Amerock	Rockford, Ill	5,000	1		5000	
Western Elec.	Lees Summit,	1520	1			1520 Oil
A.B. Chance	Centralia, Mo.	3500	1	3500		Sulfuric
Wellman Dyn.	Creston, Iowa	3000	1	3000		Waste
Jones Chem.	Beech Grov., Ind	4345	1		4345 *	
Airtex	Fairfield, Il	3210	1			3210 Solid Heat Tr Waste Mineral
Zenith	Springfld, Mo	2750	1			2750 Solvent
Armco	K.C., Mo.	303,900	78	298,900	5000	
King Radio	Olathe, Ks	435	1	435		
CCC	Gary, Ind.	1,595	1		1595	
AirCo	K.C., Ks.	120,000	24			120,000 Lime
Hjersted Farm,	Rulo, Neb	4,200	1			4,200 Fertilizer
TOTALS.....		515,724	127	320,974	48,320	146,430

Note: * (Solid Cyanide)

DEPOSITION EXHIBIT
Hjersted 361

7 70156

21417

May 21, 1974

317504

MEMORANDUM TO: LAWRENCE N. EJERSTED

SUBJECT: LIST OF ALL WASTES HANDLED (april 1974)

CUSTOMER	LOCATION	GALLONS/LOADS		TYPE OF WASTE Acids	Cyanide	Others
Murray Ohio,	Lawbg, tn.	22,500	5	4400	18100	
Bendix	K.C., Mo.	18,899	5	10739	210	5000 soluble Water/Coolant 2950 Alkaline
Roto Rooter	Rockford, Il.	10,000	2		10000	
Chemical Rec.	Romulus, Mi	4,600	1			4600 Acetone Solve
Solid State Cir.	Sprfld, Mo.	2,200	1			2200 Copper Sulfat
Midland Ross	Athens, Tn	4,070	1		4070 *	
Amerock	Rockford, Ill	5,000	1		5000	
Western Elec.	Lees Summit,	1520	1			1520 Oil
A.B. Chance	Centralia, Mo.	3500	1	3500		Sulfuric
Wellman Dyn.	Creston, Iowa	3000	1	3000		Waste
Jones Chem.	Beech Grov., Ind	4345	1		4345 *	
Airtex	Fairfield, Il	3210	1			3210 Solid Heat Tr Waste Mineral
Zenith	Springfld, Mo	2750	1			2750 Solvent
Armco	K.C., Mo.	303,900	78	298,900	5000	
King Radio	Olathe, Ks	435	1	435		
CCC	Gary, Ind.	1,595	1		1595	
AirCo	K.C., Ks.	120,000	24			120,000 Lime
Ejersted Farm,	Rulo, Neb	4,200	1			4,200 Fertilizer
TOTALS.....		515,724	127	320,974	48,320	146,430

Note: * (Solid Cyanide)

7 70156

21469

April 317500 515,724

515,724 127 33,994 49,320 146,430

	CUSTOMER	1 LOCATION	2 Gallons	3 Loads	4	TYPE OF WASTE: Chromic Ac	6 Cyanide	7 TYPE	
1	[illegible]	[illegible] Tex.	22,500	5		4430	4500 4500 4500 4600		
2									
3	[illegible]	KEMO	4739 5000 5000 210 2950 (18,899)	5		MIXED NOS 4739 5000	210		Water Soluble Cement C
4									ALKALINE 295
5	[illegible]	[illegible] Ill	10,000	2 (2 RR cars)			10,000		
6									
	[illegible] Chemical Co.	[illegible] Mo	(4600)	1				FLEETONE SOLVENT	4600
8									
9	[illegible] State Circuit	[illegible] Springfield Mo	2200	1					COPPER SULFATE 2200
10									
11	[illegible] Rose	[illegible] Tex	4070	1			SOLID 4070		
12									
13	[illegible]	[illegible] Springfield Ill	5000	1			5000		
14									
15	[illegible] Elec.	Lee's Summit Mo	1570	1					OIL 1570
16									
17	[illegible] Chemical	Centralia Mo.	3500	1		SULFURIC 3500			
18									
19	[illegible] Chemicals	Clinton Tenn	3000	1		WASTE 3000			
20									
21	[illegible] Chem.	Beach Grove Ind	4345	1			SOLID 4345		
22									
23	[illegible]	Springfield Ill	3210	1				Solid Heat treat Waste Materials - Cyanide	3210
24									
25	[illegible]	Springfield Mo	2750	1				Solvent	2750
26									
27	[illegible]	Kemo.	303,500	78		SULFURIC 298900	5000		
28									
29	King Resin	Lithia Ks.	435	1		435			21470
30	CCC /	King Ind.	1595	1			1595		
31	Am Co	Kc Ks.	120,000	24				LIME	120,000 4500

Take info from S/R.

MAY 21 1974

017006

		Loads/ Gallons	3 Loads	Type of Waste: Cyanide	Sulfuric Pickle Liq.	Chromic	Acetone Solvent	Misc
Murray Ohio	1 Lawrence Tn	4400				4400		
	2 RC Mo.							
	3							
Chemical Recovery	4 Romeoville Ill	(4600)					(4600)	
Reuter	5 Rockford Ill	10,000		10,000				
	6							
Murray Ohio	7 Lawrence Tn	4600		4600				
	8							
Ind State Circuits	9 Springfield Mo	51 DRUMS (2200) gal.						COPPER SULFA 51 DRUMS (2200 gallons
Tri Co	10 K C Ks.	25000						LIME 25,000
Bendix	11 K C Mo	5000						WATER SOLUBL COGMNT 300
		51,200 (4600)	94,400	10,600	94,400	4400	(4600)	32,200
Wyse	12 K C Mo.							
	13							
Fairchild Race	14 Athens Tn	74 DRUMS 4070 gal		74 DRUMS 4070 gal				
	15							
Commscope	16 Rockford Ill	5000		5000				
	17							
Murray	18 Lorty Tn	4500		4500				
	19							
Lulo	20 Lulo Mich	4200						FERTILIZER
	21							
Avco	22 K C Ks.	20,000						LIME
Bendix	23 K C Mo.	4000 5000						MIXED ACID
	24	4,770	30,000	13,570	20,000			33,000
	25							
	26							
	27							
	28							
	29							
	30							
	31							

7 70156

21471

317507

					TYPE OF WASTE				
CUSTOMER	1 LOCATION	2 GALLONS	3 LOADS	4 CYANIDE	5 CAUSTIC (ACID)	6 ORGANIC	7 SOLVENT	MISC
4/E 4/20								
King Edw	Hatfield	3 DRUMS 9 CONTAINERS 435 gal				435		
2								
Ammco	KCMO		~~HHT HHT HHT HHT~~		~~HHT HHT HHT HHT~~			
4								
Western Elec	Kansas City	30 DRUMS 1520 gal						OIL 1520
6								
R B Chance	Centralia	3500			3500			
8								
Murray Ohio	Lebanon, Tn	4500	19 loads at 4500 gal	4500				
10								
CCC Berry	Sheffield	1595		1595				
12								
Am Co	KCKS	40,000						LIME 40,000
Benkiser 13,199	KCMO	1949 [illegible]	[illegible]	210 6305	[illegible]	435		MIXED [illegible]
15								
16								
4/E 4/29								
17								
Ethan Dyson	Lester I.	3000						3000 WASTE ACID
19								
mco	KCMO		~~HHT HHT HHT HHT~~		~~HHT HHT HHT HHT~~			
21								
nes Chem	Beech Grove Ind	99 DRUMS 4345		4345				
23								
urray Ohio	Lebanon Tn.	4500	18 x 4100 gal.	4500				
25								
ritch	Fairfield Ill	92 drums 3210 gal						Used Heat Transfer Water Miscible Organic
27								
Zenith	Springfield MO.	50 drums 2750 gal					SOLVENT 2750	
Benkiser	KC MO.	24,950						Alkaline 24,950
Osborne Lab	Kansas City				Agitation			
31								
Am Co	KCK	Lime 35,000						LIME 35,000
13,199								44,160

21472

DEPOSITION EXHIBIT
Hjersted 366

287, 288, 289 KC Plant Basin Samples 1/29/75

#287
basin #1

pH = 6.2
normality = 0.20 N
Cr^{+6} = negative
CN^- = negative
Physical appearance - rust colored, slightly cloudy - filtrate is the same

#288
basin #4

pH = 3.0
normality (of filtrate) = 0.25 N
Cr^{+6} = negative
CN^- = negative
Physical appearance = rust colored with black oil substance floating on surface - filtrate is rust colored, oil stays on filter

C 014752

#289
Basin #5

pH = 4.7
normality, Cr^{+6}, CN^- too oily to determine, sample will not filter
Physical appearance = black oily emulsion of oil and water, when water is added to sample, sample floats to the top

ORIGINAL

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

FILED
MAY 31 1996

UNITED STATES OF AMERICA, Plaintiff,	)	
-vs-	)	Case No. 82-0983-CV-W-5
CONSERVATION CHEMICAL COMPANY, Defendants.	)	

VOLUME XVI

DEPOSITION OF NORMAN B. HJERSTED

THURSDAY, NOVEMBER 29, 1984

1000 Power & Light Building

(Pages 1 - 75)

04592

1 A p p e a r a n c e s :

2 For the Plaintiff: Mr. Daniel J. Shiel
Office of Regional Counsel
3 U. S. Environmental Protection Agency
324 East 11th Street
4 Kansas City, Missouri 64106

5 For Defendants CCI and Norman Hjersted: Messrs. Niewald, Waldeck, Norris & Brown
2500 Commerce Bank Building
6 Kansas City, Missouri 64105
By: Ms. Terry L. Karnaze

7 For Defendant and Third-Party Plaintiff AT&T: Messrs. Spencer, Fane, Britt & Browne
8 1000 Power & Light Building
Kansas City, Missouri 64105
9 By: Mr. Michael F. Saunders

10 For FMC: Messrs. Shughart, Thomson & Kilroy
Commerce Bank Building
11 922 Walnut
P. O. Box 13007
12 Kansas City, Missouri 64199
By: Ms. Rita M. Cain

13 For General Dynamics Corporation: Messrs. Margolin & Kirwan
14 1000 United Missouri Bank Building
Kansas City, Missouri 64106
15 By: Mr. Michael Elbein

16 For Armco: Mr. Carlos M. Hernandez
Assistant Counsel
17 703 Curtis Street
Middletown, Ohio 45043

18 For IBM: Messrs. Watson, Ess, Marshall & Enggas
19 1006 Grand Avenue
Kansas City, Missouri 64106
20 By: Mr. Lawrence R. Leonard and
Mr. James F. Duncan

21 For Great American Insurance Company, American Fidelity and Continental Casualty Insurance Company: Messrs. Wallace, Saunders, Austin, Brown & Enochs
22 10111 Santa Fe Drive
23 Overland Park, Kansas
By: Mr. Jeffrey L. Lauersdorf

24

25

1 A p p e a r a n c e s:

2 For A. P. Green Refractories Company, Beech Aircraft Corporation, Browning Ferris Industries of Kansas City, The Curtis Matheson Scientific, Inc., Illinois Tool Works, Inc., Jones Chemicals, Inc., McDonnell Douglas Corporation, S.A.B. Harman Industries, Inc., TRW, Inc., Waste Disposal, Inc.:

Messrs. Field, Gentry, Benjamin & Robertson
600 East Eleventh Street
Kansas City, Missouri
By: Mr. Michael L. Parrish

10 For CCC:

Messrs. Linde, Thomson, Fairchild, Langworthy, Kohn & Van Dyke
2700 City Center Square
Kansas City, Missouri
By: Mr. William T. Session

- - -

Q In 1972, was the Kansas City site the only of the three Conservation Chemical or Conservation Chemical Company of Illinois sites that was treating and disposing of cyanides?

A. I believe so.

MR. SHIEL: If we could have this marked as Deposition Exhibit 488, please.

(Whereupon, Hjersted Exhibit 488 was marked for identification.)

Q. (By Mr. Shiel) Mr. Hjersted, if you would please examine what has now been marked as Deposition Exhibit 488 and, if you can, identify it for the record.

A. This is an invoice and a record of a check to IBM, Austin dated August 15th, 1972 on pickup and disposal of waste cyanide. It has a handwritten code of KC-7848 at the top, which would indicate that monies were credited to Kansas City.

Q. Do you recall about when Conservation Chemical initiated the policy of the KC designation on the invoice?

A. No, I don't. In fact, I thought they were printed, but apparently they were not always printed.

Q. Is it your understanding that the KC designation pertains only to which Conservation Chemical site would get credit for the money and the transaction?

A. Well, I know at one time we had just the letter K,

and I guess G for Gary, and that was a sequential -- that went with the numbers that were printed on the invoice.

Q. Mr. Hjersted, has examination of any of the documents this morning refreshed your recollection at all as to your dealings with IBM, Austin?

A. No.

MR. SHIEL: Can we go off the record for just a minute?

(Discussion off the record.)

(Short recess.)

MR. SHIEL: If we could have this marked as Deposition Exhibit 489, please.

(Whereupon, Hjersted Exhibit 489 was marked for identification.)

Q. (By Mr. Shiel) Mr. Hjersted, if you would please examine what has now been marked as Deposition Exhibit 489 and, if you can, identify it for the record.

A. This is a two-page document which indicates wastes shipped from IBM, Boulder to Conservation Chemical on 10/6/70, and it is signed by Ed Barker.

Q. Do you recall ever having seen this document before?

A. No.

Q. Was Mr. Barker an employee of Conservation Chemical

well, one person in IBM was saying to discontinue in July of '73, and we still got an RFQ in November of '74, so I don't understand that time-wise.

Q. But it does not affect your recollection at all?

A. No.

Q. I don't have any more questions specifically on IBM, Boulder or IBM. I do have a few additional questions. I suggest we take a short break and come back and finish up.

A. Fine.

(Short recess.)

Q. (By Mr. Shiel) Mr. Hjersted, I would now like to ask you a few questions about the relationship between Conservation Chemical Company of Illinois and Conservation Chemical Company. I believe you have indicated that materials, at least cyanides, were shipped from the Gary facility to Kansas City sometime during the life of the Kansas City facility, is that correct?

A. Yes.

Q. Were there ever any written agreements between Conservation Chemical Company and Conservation Chemical Company of Illinois pertaining to those shipments?

A. I don't recall, as such, the -- I think there might

have been internal memorandums covering the accounting of that.

Q. Would that be internal to Conservation Chemical Company or Conservation Chemical Company of Illinois?

A. Well, I guess that is a -- it is internal to the management of both, but between the two companies.

Q. Was the management generally the same for both companies?

A. Much of it was the same. Of course, the plant managers or other personnel might have been or were different, but I was the president of both companies.

Q. By other personnel, are you referring to other people located at the different sites, or are you referring to other people that might be located in the office or some other Conservation Chemical Company office besides the individual sites?

A. The other sites as well.

Q. Do you have any recollection at this time as to any materials besides cyanides having been shipped from Gary to Kansas City?

A. I think that -- no, I did not specifically, although I am now aware that the documents shown in the proceeding several weeks ago indicated that there was a possibility there might have been some backhauls of other materials here.

Q. Would the backhauls have been materials that were sent to Gary first and then to Kansas City?

A. Not necessarily.

Q. Can you describe for me what the decision-making process was on behalf of Conservation Chemical Company as to accepting materials for treatment and disposal from the Gary facility?

A. You mean the rationale?

Q. Well, really, the process. Was there a person that made a conscious decision that Conservation Chemical Company of Kansas City would accept the cyanide wastes from Gary and another person from Gary that made a conscious decision to send the wastes to Kansas City?

A. Yes, I would say that the people in Gary looked for alternative outlets and, of course, did find them and did use them.

Q. By the people in Gary, who are you referring to?

A. The plant manager or we had other people besides the plant manager who might have made those inquiries, like a dispatcher, for example, or the chemist.

Q. As the president of both companies, what was your role in this decision-making process?

A. Well, I, of course -- my responsibility was to create a climate of both cooperation and competition, you know, a balance between those two, and I was very

1 conscious of avoiding situations where one plant
2 might be penalized or do the work for the other and
3 not being adequately compensated. We did not have any
4 direct incentive salary system like commissions or
5 anything like that, but overall, a manager's salary
6 was somewhat related to the volume of business and the
7 profitability as well as reliability, safety and other
8 things, but here we are addressing the issue of profits,
9 and I had to keep that what I call fairness. That
10 had to be evident to the managers.
11 Q. Were you involved in decisions to send cyanide wastes
12 from Gary to Kansas City?
13 A. Yes.
14 Q. Was your involvement on behalf of both Conservation
15 Chemical and Conservation Chemical of Illinois?
16 A. Yes.
17 Q. Was there any way of separating your involvement into
18 a Conservation Chemical portion and a Conservation
19 Chemical of Illinois portion?
20 A. Well, this is not uncommon in a small company, to have
21 many roles. Even within one company, I would have
22 on one occasion a role of a salesperson, and the next
23 day, my role might be manufacturing or quality
24 assurance, and I had to keep in my own mind different
25 identities.

1 Q. Mr. Hjersted, I am not in any way trying to criticize
2 what you are doing. I am just trying to find out
3 factually what you were doing.
4 A. No. That is called wearing many hats and being
5 conscious of what role you are performing at one
6 particular time.
7 Q. In regard to decisions to send specific cyanide
8 shipments to Kansas City, was that a decision that
9 was made on a shipment-by-shipment basis, or was it a
10 standing decision that up until some point in time
11 cyanide wastes could be sent to Kansas City?
12 A. I think it was a generalized policy, although one
13 I recall specifically was the Bryan project, and I
14 think that was in the early seventies, and I vaguely
15 recall that there were materials from that project
16 that went to Kansas City and materials that we found
17 a local site, you know, and these are both cyanide-
18 containing materials.
19 Q. The Bryan project is one that was a Gary site project?
20 A. Yes. It was a cleanup of an illegal landfill.
21 Q. Were the cyanide wastes that were sent from Gary to
22 Kansas City treated in any manner at Gary before they
23 went to Kansas City?
24 A. No.
25 Q. Were they mixed with any other materials besides

1 cyanide-containing wastes before they were shipped
2 to Kansas City?
3 A. Well, I don't know the specifics on that particular
4 shipment.
5 Q. I know you mentioned --
6 A. So I cannot say yes or no. I just don't know.
7 Q. I believe you indicated at least at times you mixed
8 the alkaline cyanide wastes with other alkaline
9 wastes at the Kansas City site, and I wondered
10 whether you recalled whether you had a similar
11 practice in Kansas City that contained materials in
12 addition to the cyanide-containing wastes that
13 eventually made it to Kansas City.
14 A. The question is did we mix materials other than cyanide
15 into the cyanide pool?
16 Q. Right.
17 A. I would not think so.
18 Q. Were the Kansas City plant managers involved in the
19 decision-making process to accept wastes from Gary at
20 Kansas City?
21 A. Well, we had what I would call a management by consensus.
22 I had the final say-so, of course, but I had the practice
23 of management by consensus, so in that sense, I did
24 have authority and responsibility to pass on these
25 things.

Q. What records are you aware of that would show these shipments from Gary to Kansas City?

A. Again, I believe every shipment was covered by a bill of lading for trucks, or I think they are called waybills by rail cars.

Q. Any records in financial records of either Conservation Chemical or Conservation Chemical of Illinois?

A. Well, yes. There would be what is called an inter-plant or intercompany billings or invoicing.

Q. Did you use invoices from one company to the other?

A. I believe we did. Now, whether we did all the time or not, I cannot say, but, as I have said earlier, it was very important to demonstrate to the managers that we were being equitable.

Q. Can you think of any other records besides the bills of lading or waybills or the records reflecting the intercompany billings that might indicate shipments from Gary to Kansas City?

A. Well, there might be instances of proposals to customers. That would be a clue that the material was handled, in fact. Of course, invoices to customers and maybe records of checks from customers.

Q. Would you indicate in proposals that the ultimate disposition of the material was going to be Kansas City

as opposed to Gary?

A. I could not say what our practice was.

Q. Do you recall what your practice was with regard to making a similar kind of a notation on invoices to customers other than the two Conservation Chemicals?

A. I just don't recall. I would have to speculate that if material, for example, came out of Rockford and went directly to Kansas City, then the bill of lading should so indicate, that it was a direct shipment, and that would have been attached to the invoice to those companies, whereas if it came from, say, the metropolitan Chicago area, it probably was brought into Gary for inventorying, making a bigger shipment and then transshipped.

Q. Were there any dispatchers' logs or documents of that nature maintained at Gary that might reflect shipments out to Kansas City?

A. Well, we had -- I think we called it the dispatcher's log. It was a large sheet, maybe 30 inches wide, you know, that listed specific trips.

Q. Do you recall the time period which you maintained or a dispatcher's log was maintained at the Gary facility?

A. Well, I think it was from the very beginning.

Q. Were there any backhauls that would involve shipments from Gary to Kansas City that you have not mentioned

that occurred with any degree of regularity? You mentioned earlier some two- or three-way shipments from the east back. Were there any shipments from Gary out west that might involve hauling of waste to Kansas City and then picking up material at another location and transporting that back to Kansas City or Gary?

A. You mean back to Gary?

Q. Back to either facility.

A. Well, I think I had earlier indicated that -- well, ordinarily, rail was the least expensive way to ship, but where we had to bring solvents from Kansas City into the Chicago or Detroit area, it was a practice to bring cyanides one way and solvents the other, you know, in the truck.

Q. I don't believe I have any other questions on Conservatio Chemical of Illinois. I do have just a few questions as to dealings with various federal agencies. The first one pertains to some questions that were asked you, I believe, on the very first day of your deposition by Mr. Swank, if it is possible to remember a beginning to all this, that dealt with your recollections as to any dealings with the General Services Administration. There was a notation in one of the sales journals which you indicated could have been the General

ORIGINAL

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

FILED
MAY 31 1985
R. T. COURNOYER, CLK.
U. S. DISTRICT COURT
WEST. DISTRICT OF MISSOURI

UNITED STATES OF AMERICA, Plaintiff,	)	
-vs-	)	No. 82-0983-CV-W-5
CONSERVATION CHEMICAL COMPANY, et al., Defendants.	)	

DEPOSITION OF NORMAN B. HJERSTED

VOLUME XX

WEDNESDAY, JANUARY 9, 1985

(Pages 1 through 147)

04595

Document #

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For Defendants Norman Hjersted and Conservation Chemical Company of Illinois:	Messrs. Niewald, Waldeck, Norris, & Brown 2500 Commerce Tower Kansas City, Missouri 64105 By: Ms. Terry L. Karnaze
For A. P. Green Refractories Company, Beech Aircraft Corp., Browning-Ferris Industries of Kansas City, The Curtis Matheson Scientific, Inc., Illinois ToolWorks, Inc., Jones Chemicals, Inc., McDonnell Douglas Corp., S.A.B. Harmon Industries, Inc., TRW, Inc., Waste Disposal, Inc., Chem Central Corp./Zero Corp.:	Messrs. Field, Gentry, Benjamin, & Robertson 600 East 11th Street Kansas City, Missouri 64106 By: Mr. Michael L. Parrish
For General Dynamics Corporation:	Messrs. Margolin & Kirwan 1000 United Missouri Bank Bldg. Kansas City, Missouri 64106 By: Mr. Michael Elbein
For Great American Insurance Company, American Fidelity and Continental Casualty and Insurance Company:	Messrs. Wallace, Saunders, Austin, Brown & Enochs 10111 Santa Fe Drive Overland Park, Kansas 66212 By: Mr. Jeffrey Lauersdorf
For FMC:	Messrs. Shughart, Thomson & Kilroy 900 Commerce Bank Building Kansas City, Missouri 64106 By: Ms. Rita Cain

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For AT&T Technologies:	Messrs. Spencer, Fane, Britt, & Browne 1000 Power & Light Building 106 West 14th Street Kansas City, Missouri 64105 By: Mr. James T. Price Mr. Carl Helmstetter
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For the BOC Group:	Messrs. Lowenstein, Sandler, Brochin, Kohl, Fisher, Boylan, & Meanor 65 Livingston Avenue Roseland, New Jersey 07068 By: Mr. Michael L. Rodburg
For Atwood Vacuum Machine Company and Outboard Marine Corporation:	Messrs. Martin, Craig, Chester, & Sonnenschein 115 LaSalle Street Chicago, Illinois 60603 By: Mr. Frederick L. Moore, Jr.

For Crane Packing Co., Kiowa Corp., McGraw-Edison Zenith Electronics Corp., Metal Plating Corp., Franz Manufacturing Co., Rochester Corp., Charles O. Larson Co., and Woodward Governor Co.:

GORDON N. MYERSON, P.C.
Suite 380
9233 Ward Parkway
Kansas City, Missouri 64114

By: Mr. Gordon N. Myerson

I N D E X

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E X H I B I T S

	MARKED
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Deposition Exhibit No. 604	30
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Deposition Exhibits Nos. 606 - 609	31
Deposition Exhibits Nos. 610 & 611	34
Deposition Exhibit No. 612	35
Deposition Exhibit No. 613	38
Deposition Exhibit No. 614	39
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Deposition Exhibit No. 631	106

1 Grady, could it have included potential customers that
2 may have sent material for testing?
3 A If I sent a list of customers to Mr. Grady?
4 Q In the context of your discussions of retaining him as
5 a new distributor.
6 A I think in the context of a discussion with a potential
7 distributor, yes, I could identify potential customers
8 as well as existing customers.
9 Q Let me turn to a few other documents, Mr. Hjersted. Let's
10 mark this the next exhibit.
11 (DEPOSITION EXHIBIT NO. 603 IS MARKED FOR IDENTIFICATION.)
12 Q (By Mr. Stewart) Mr. Hjersted, I show you what has been
13 marked as Exhibit 603.
14 MR. PRICE: Would you read into record the
15 document control number on that, or the date, should have
16 a 300 series on it.
17 MR. STEWART: 316001.
18 Q (By Mr. Stewart) Mr. Hjersted, would you identify the
19 document which has been marked as, for identification as
20 Document 603?
21 A Would you have a better copy that shows this, it is an
22 invoice but the invoice number is obscure in the upper
23 right-hand corner. Does yours show it any better?
24 Q No. Can you identify that as an invoice or other type
25 of document?

A Yes, it is an invoice. The number and the code in the upper right-hand corner are important. It would appear to be a KC and 8101 or 07, but in the reproducing of it, it has been sliced off.

Q Who would have prepared this document in the normal course of events?

MR. PRICE: Could we have a date, please?

MR. STEWART: May 3, 1972.

Q (By Mr. Stewart) Who would have prepared this document?

A Well, someone in our office staff, but --

Q And how would the document have been maintained?

A You mean where would it be filed?

Q Yes, where would it be filed?

A In our accounts receivable.

Q And I imagine, well, let me ask you this. What would the procedure be, if you know, with respect to maintaining those accounts receivable files, would you have a particular person responsible for that?

A Well, as I said previously, we have what I call a chain of command or chain of responsibility. Myself to the administrative manager and then his designate which could have been the secretary or in the case of invoices, we have another individual that compiles those and files them and stores them, but it is a shared responsibility, you know, between those two people. Or perhaps a

1 duplicative responsibility.
2 Q Do you recall who those people would have been in 1972?
3 A No.
4 Q Would one of these documents have been prepared for
5 every shipment of waste that was received by the company?
6 A Yes, although it is possible that sometimes a number of
7 the shipments might be on one document.
8 Q If you will notice at the top of the invoice there is a
9 Gary, Indiana address of the company. This invoice in
10 and of itself doesn't designate the disposal site of the
11 waste product, does it?
12 A As I said, it is important for a full document because
13 there is a code on the upper right-hand corner which
14 indicates what facility was credited with the revenue.
15 And generally that would go with where it was disposed of.
16 Q Who would have assigned that code?
17 A The person making out the invoice.
18 Q And you don't know who that would have been in 1972?
19 A No.
20 Q So based on this invoice, you can't say where this
21 material went of your own personal knowledge?
22 A Well, as I said, it appears to be a KC on there, although
23 it is not too ledgible.
24 Q Did you put that KC there?
25 A No, as I said, I didn't make that out. I am reading the

1 document to you and it appears to me to look like a KC,
2 although it is somewhat cut off at the very top. I want
3 you to assume that is a KC up there for the purpose of
4 our questioning.
5 A Okay.
6 Q And what I am saying is that you don't of your own
7 knowledge, since you didn't write that there and you
8 don't know who, you can't really say that this material
9 went to KC or Gary or where, can you?
10 MR. SESSION: You are talking about based on
11 a review of the invoice, right?
12 MR. STEWART: And his own knowledge.
13 THE WITNESS: Well, if the practices were
14 followed, that would be my assumption.
15 Q (By Mr. Stewart) What practices were these? Tell me
16 what the procedure was and how it was instituted.
17 MR. SESSION: Again, let me object to that
18 question as being repetitive and redundant. If you are
19 asking him about the KC that he just described to
20 you, he already told you what the KC suggested to him
21 where revenue was credited. If you are asking a generalized
22 question about how one can review invoices where waste
23 treatments were ultimately deposited, again I have to
24 remind you, Mr. Hjersted was asked similar questions, if
25 not identical questions on at least two occasions, one

1 by Mr. Williams, and one by Mr. Frost, and perhaps by
2 Mr. Shiel of the government. You said earlier that there
3 was a voluminous transcript, that is true. But these
4 questions have been asked before.
5 MR. STEWART: On these documents?
6 MR. SESSION: The question wasn't about this
7 document. I am just asking for some cooperation with
8 you. If you haven't read the transcript or at least
9 those portions where these matters were discussed, maybe
10 you should, but if you are asking about this document,
11 I would ask that you ask him either what he can tell
12 from the document or what his recollection is about where
13 the waste material that is indicated on this document
14 is. We might get there faster.
15 MR. STEWART: I am entitled to know how the
16 documents were prepared and the procedures for preparing
17 it and I need to ask the questions.
18 MR. SESSION: So it is clear you are asking
19 about this document.
20 MR. STEWART: And the procedures of how it was
21 prepared.
22 MR. SESSION: This particular document?
23 MR. STEWART: Yes.
24 MR. SESSION: Go ahead and ask your question.
25 MR. STEWART: You were going to tell me about

1 the procedures for marking the KC.

2 MR. SESSION: On this document, right?

3 MR. STEWART: Yes. In 1972.

4 THE WITNESS: Okay. I think I said this

5 before. If -- ordinarily there is a bill of lading that

6 is attached to the invoice, and it is a part of the

7 package and that would substantiate that the work was

8 done and the facility that it was rendered. Then the

9 practice was to give proper credit for that revenue to

10 the facility that did the work. In this case, it would

11 have been Kansas City from the designation KC in front

12 of the 8107.

13 Q (By Mr. Stewart) How was that procedure communicated

14 to the employee who was to carry that out?

15 A Probably orally.

16 Q By you?

17 A No, by the administrative manager.

18 Q And I think you have already testified you don't recall

19 who that was in '72?

20 A Oh, yes.

21 Q Who was that in '72?

22 A That was Mr. Eagan.

23 Q And were there any steps taken to ensure that in fact the

24 procedure was followed, did you ever run any kind of

25 checks or other procedures to ensure that your procedure

1 was followed?
2 A Not myself.
3 Q Did you delegate that responsibility to anyone?
4 A I think that is part of the administrative manager's
5 responsibility.
6 Q But you didn't direct him, you just assumed that would
7 be something he might do as an administrator?
8 MR. SESSION: Do you understand the question,
9 Mr. Hjersted?
10 THE WITNESS: Yes, I think what he is saying
11 is was there a follow-up to specific responsibilities
12 of the administrative manager which included ensuring
13 that the proper coding was made. Well, I can't recall
14 specific conversations about this.
15 Q (By Mr. Stewart) Okay.
16 A But it is such a fundamental part of office management
17 that --
18 Q I don't think you need -- my question is really what you
19 said, not the fundamental office management.
20 A Yes.
21 Q I guess then you really have no connection to this
22 document, in other words, you didn't write it, you
23 didn't maintain it, you didn't review it?
24 A Right.
25 Q Do you don't know whether the KC up there is accurate in

terms of saying where the waste went?

A I think that is a logical conclusion.

Q Do you know what this number is at the bottom that is 015183?

A No. But I would assume it is one of the numbers that one of the various peoples that looked at this document stamped. It is a number for the document.

Q Would that have been in connection with this litigation or for pre-litigation?

A Probably.

Q I would like to mark this Exhibit 604.

(DEPOSITION EXHIBIT NO. 604 IS MARKED FOR IDENTIFICATION.)

Q (By Mr. Stewart) It is an invoice dated May 3, 1972.

MR. PRICE: Would you read into the record the three hundred thousand series, please?

MR. STEWART: Yes, 316002.

Q (By Mr. Stewart) Mr. Hjersted, in the interest of time, I would like you to review that and then we will go to the next document and I will ask you some questions about these documents all together, so we don't have to go through them one at a time.

A What is your question about this one, 604?

Q I was going to try to introduce a number of these that are basically the same and in the interest of time, ask you questions about them.

1 mid-seventies, though. --

2 Q Do you remember the volume of the shipments?

3 A No.

4 Q When the waste, cyanide wastes were received by your

5 company, were they treated at all, the Schwinn cyanide

6 wastes?

7 A I don't think they were treated specifically as

8 Schwinn's. The practice was to put all shipments

9 into a common storage vessel.

10 Q Was any treatment done inside that storage vessel?

11 A No.

12 Q Was the practice of putting the Schwinn cyanide wastes

13 inside a storage vessel carried out at the Gary facility?

14 A Well, both facilities.

15 Q Both being Gary and Kansas City, is that correct?

16 A Right.

17 Q What do you mean when you say a storage vessel?

18 A Well, it was a what we call a mild steel tank or

19 carbon steel as opposed to a stainless.

20 Q Specifically with regard to your recollection of any

21 cyanide wastes produced by Schwinn, what happened to

22 those wastes after they were put in a steel tank?

23 A Well, in the case of Gary, they would be transported

24 by rail or truck to Kansas City. If that was a bulk

25 liquid. I don't know whether we picked up specifically

1 drums from Schwinn or not, but if they were drums,
2 those, too, could have been shipped to Kansas City
3 or at a later date they could have been shipped to an
4 approved landfill in a more approximate area such as
5 Nuclear Engineering.
6 Q Did the Conservation Chemical, Illinois company, the
7 one in Gary, Indiana, did they have any policy with
8 regard to the cyanide wastes which we have been
9 discussing as -- and by policy, I mean in terms of
10 retaining on-site versus disposing off site.
11 A Well, I don't know what you mean by that exactly.
12 Q I will just ask another question then. Were those
13 cyanide wastes ever retained on site permanently at
14 Gary?
15 A Well, some -- we are getting into I, now. So -- you
16 don't mind?
17 MS. KARNAZE: These questions are all right.
18 MR. HANSEN: Thank you.
19 THE WITNESS: Well, the formal practice, of
20 course, was to accumulate waste to get a full shipment
21 or to take advantage of a back haul arrangement on the
22 shipment from Kansas City eastward. Some wastes
23 were stored or are stored at Gary.
24 Q (By Mr. Hansen) By some wastes, specifically of the
25 cyanide wastes were permanently disposed of at the Gary

1 site?
2 A Not as a practice of indefinite storage, no.
3 Q How long would they be stored there?
4 A Well, some are stored right now, today. And, well,
5 I will answer them one at a time.
6 Q Thank you. Do you have any recollection of any cyanide
7 waste coming from Schwinn being, for want of a better
8 word, put in the ground in the Kansas City site?
9 A No.
10 Q Does that mean you have no recollection?
11 A I have no recollection. And I might add, I don't have
12 any basis for thinking that Schwinn's material was
13 treated any differently than the generalized versions
14 that I have given in past testimony.
15 Q Do you have any recollection of a percentage of Schwinn
16 wastes which ultimately wound up in Kansas City?
17 A No.
18 Q Are there documents in any of the Conservation Chemical
19 companies which would accurately reflect the ultimate
20 disposition of the wastes which came from Schwinn?
21 A I think those documents -- my understanding from my
22 counsel is that they are reviewing these documents.
23 Q I am just asking if you recall them. I won't hold you
24 responsible.
25 A Oh, I understand that these are being examined and studied.

1 Q Does that mean you don't know the answer to my question?
2 A Well, why don't you repeat it again?
3 Q Certainly. I asked if you had any recollection of
4 whether or not documents existed in your company which
5 would accurately show where the Schwinn wastes ultimately
6 wound up.
7 A I don't know whether we do or we do not. It is largely
8 a matter of timing.
9 Q How is it a matter of timing?
10 A Well, I think that prior to 1970, we didn't keep the
11 records as long and we were moving and so the records
12 part of sometime in the early seventies are not as
13 complete as those after. To my knowledge, after that
14 period and certainly when we came into the time that
15 the EPA cited their concerns in '78, nothing had been
16 thrown out.
17 (DEPOSITION EXHIBIT NO. 628 IS MARKED FOR IDENTIFICATION.)
18 Q (By Mr. Hansen) Mr. Hjersted, I am showing you
19 Exhibit 628 which is a one-page document bearing the
20 caption at the top, center of the page, Missouri Monthly
21 Hazardous Waste Log, and at the bottom of the page are
22 several numbers, 7 20386, and another number which
23 appears to be U or O-02411. Is this type of document
24 familiar to you?
25 A Yes.

1 Q Would the fact that this document, which appears to be
2 a purchasing order, would the fact that this purchasing
3 order was sent to St. Louis, Missouri, indicate where
4 the waste materials would be disposed of?
5 A Yes.
6 Q Where does it indicate the waste would be disposed of?
7 A It doesn't, but I think the inference is quite probable
8 that if the purchase order was sent to St. Louis, that
9 we were probably treating the material in St. Louis.
10 Q If you treated it in St. Louis, where would it be likely
11 to be disposed of?
12 A In St. Louis. We had a plant at that time.
13 Q By treatment, you include ultimate disposition?
14 A Neutralization.
15 Q Ultimate disposal?
16 A Right.
17 Q I am going to ask the reporter to mark this document as
18 Exhibit 632.
19 (DEPOSITION EXHIBIT NO. 632 IS MARKED FOR IDENTIFICATION.)
20 THE WITNESS: This is an invoice dated
21 November 18th, 1971, to A. B. Chance.
22 Q (By Mr. Allen) You recognize it as the type of invoice
23 that Conservation Chemical used during this period?
24 A Yes. It does not bear the code, though, as to what
25 facility was credited with the work.

1 Q What do you mean by code?
2 A There was a code, a "K" or "G" or an "S" in front of
3 the invoice number that would designate the facility
4 that got credit for the revenue.
5 Q The invoice number we are talking about is the number
6 so far as this xerox copy indicates is 644?
7 A Right.
8 Q And you are saying it was sometimes your practice to
9 have a code --
10 A It should have been there all the time, but it seems to
11 be missing as well as probably the fourth number. I
12 think we usually had four numbers on our invoices.
13 Q How about the fact that the invoice bears the address
14 of the originating office as Gary, Indiana, does that
15 indicate anything about where the waste --
16 A No, that is just where the check was to be sent for
17 processing. That was our corporate office at the time.
18 Q Now, the customer's order number is given as 66945,
19 Mr. Hjersted. I call your attention to the fact that
20 Exhibit 631, which is A. B. Chance's purchasing department
21 order, bears the number 66945. Does that indicate to
22 you, sir, that this invoice was issued for work pursuant
23 to that purchase order?
24 A Yes.
25 Q What do the numbers in the columns on the left-hand side

ORIGINAL

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

FILED
MAY 31 1985
R. F. CONNOR, CLK.
U. S. DISTRICT COURT
WEST DISTRICT
OF MISSOURI

UNITED STATES OF AMERICA, Plaintiff,	)	
-vs-	)	Case No. 82-0983-CV-W-5
CONSERVATION CHEMICAL COMPANY, et al., Defendants.	)	

DEPOSITION OF NORMAN B. HJERSTED

FRIDAY, JANUARY 11, 1985

VOLUME XXII

04597

Document #

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5 For Defendant Conservation Chemical 6 Company:	Messrs. Linde, Thomson, Fairchild, Langworthy, Kohn & Van Dyke 7 2700 City Center Square Kansas City, Missouri 64105 8 By Mr. William T. Session
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12 For McDonnell Douglas:	Messrs. Field, Gentry, Benjamin & Robertson 13 600 East 11th Street Kansas City, Missouri 64106 14 By Mr. Michael L. Parrish
15 For General Dynamics Corporation:	Messrs. Margolin & Kirwan 1000 United Missouri Bank Bldg. 16 928 Grand Avenue Kansas City, Missouri 64106 17 By Mr. Michael Elbein
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19 For Cooperative Farm 20 Chemicals Association and Textilan 21 Corporation:	Messrs. Weeks, Thomas & Lysaught Home State Bank Building Minnesota at Fifth Street Kansas City, Kansas 66117 22 By Mr. Mark D. Hinderks

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13 Edison: — Messrs. Cole & Dietz
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16 By Mr. Frank Wendt

17 For Atwood Vacuum Machine and Outboard
18 Marine Corporation:
By Mr. Frederick Moore
19

I n d e x
20

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EXHIBIT
Hjersted
7/2 11/14/95

RECEIVED
OCT

MISSOURI MONTHLY HAZARDOUS WASTE LOG

MONTH July FACILITY Conservation Chemical Co. OWNED BY Norman B. Hjersted

YEAR 1978 LOCATION Kansas City, Missouri

DATE RECEIVED	SOURCE OF MATERIAL (Company) (City)	HAULED BY (Firm)	AMOUNT (Vol.) or (Weight)	DESCRIPTION OF MATERIAL
July	Armco KCMO	CCC	158,472 Gallons	Spent sulfuric acid
July	Armco KCMO	CCC	1,306 Gallons	Spent HCl acid
July	Airco KCKS	CCC	35,620 Gallons	Lime slurry
July	Aeroquip Lawrence, KS	CCC	4,600 Gallons	Spent sulfuric solu.
July	A. P. Green Mexico Mo	CCC	2,200 Gallons	Spent sulfuric acid
July O	Midland Ross Athens, Tenn.	CCC	80 drums crushed 215 drums	Zinc cyanide trans shipped
July	Olin Corp. Alton, Ill.	CCC	2,500 gallons	Spent sulfuric nitric
July	Lackawanna Lab Omaha, Nebr.	CCC	2,500 gallons	Spent sulfuric acid
July O	Murray Ohio Brentwood, Tenn.	CCC	79 drums	Chromic acid trans shipped
July	Western Electric Lee's Summit, Mo.	CCC	2,300 gallons	Spent sulfuric acid
July O	Proctor & Gamble KCKS	CCC	1,000 gallons	Soda ash
July O	CCCI Gary, Ind.	CCC	9,500 gallons	Spent cyanide
July O	Proctor & Gamble KCKS	CCC	500 gallons	Ammonium Persulfate
July O	Proctor & Gamble KCKS	CCC	6,400 gallons	5% HCl ½% Ammonia Bifluoride
July O	CCC St. Louis, Mo.	CCC	80 drums	Alkaline solution
July O	CCC St. Louis, Mo.	CCC	1,000 gallons	Cyanide solution

Recorded Oct 24, 78 U-18833

MAIL TO: Hazardous Waste Survey
Missouri Dept. of Natural Resources
P.O. Box 1368
Jefferson City, Missouri 65101

Signature of Person Maintaining Log

Title

10-19-78

MISSOURI MONTHLY HAZARDOUS WASTE LOG

MONTH August FACILITY Conservation Chemical Co. OWNED BY Norman B. Hjersted

YEAR 1978 LOCATION Kansas City

DATE RECEIVED	SOURCE OF MATERIAL (Company) (City)	HAULED BY (Firm)	AMOUNT (Vol.) or (Weight)	DESCRIPTION OF MATERIAL
August	Armco KCMO	CCC	144,728 gal.	Spent sulfuric acid
August	A. B. Chance Centralia, Mo.	CCC	4,000 gal.	Spent sulfuric acid
August O	Murray Ohio Brentwood, Tenn.	CCC	4,300 gal.	Chromic acid trans-shipped
August O	Fansteel Chicago, Ill.	CCC	4,500 gal.	Cyanide stored
August O	Daisy Rogers, Ark.	CCC	60 drums	Cyanide transhipped
August O	Desoto Chattanooga, Tenn.	CCC	32 drums	Sodium cyanide trans shipped
August O	Teledyne Co. Fairfax, Ks.	CCC	4,125 gal.	Chromic acid trans shipped
August	Airco, KCKS	CCC	4,800 gal.	Lime Slurry
August O	Midland Ross Athens, Tenn.	CCC	4,200 gal.	Cyanide stored
		Recorded		
			10-24-78	
			K.J.L.	
				U-18884

MAIL TO: Hazardous Waste Survey
Missouri Dept. of Natural Resources
P.O. Box 1368
Jefferson City, Missouri 65101

N. B. Hjersted
Signature of Person Maintaining Log

Pres
Title

10-10-78
Date Log Submitted

MISSOURI MONTHLY HAZARDOUS WASTE LOG

MONTH September FACILITY Conservation Chemical Company OWNED BY Norman B. Hjersted

YEAR 1978 LOCATION Kansas City, Missouri

DATE RECEIVED	SOURCE OF MATERIAL (Company) (City)	HAULED BY (Firm)	AMOUNT (Vol.) or (Weight)	DESCRIPTION OF MATERIAL
ptember	Armco - Kansas City, Mo	Conservation Chemical Co.	222,315 Gallons	Spent Sulfuric Acid
ptember	Armco - Kansas City, Mo.	Conservation Chemical Co.	3,000 Gallons	Phosphate
ptember	Airco - Kansas City, Ks	Conservation Chemical Co.	14,600 Gallons	25% Lime Solution
ptember	Amerock - Rockford, Ill	Conservation Chemical Co.	4,600 Gallons	Spent Cyanide[1]
ptember	Aeroquip - Lawrence, Ks.	Conservation Chemical Co.	4,600 Gallons	Pickle Liquor[2]
ptember	Kansas City Power & Light - Kansas City, Mo	Conservation Chemical Co.	987.5 Tons	Fly Ash
ptember	Midland Ross Corporation Athens, Tenn.	Conservation Chemical Co.	4,400 Gallons	~~Spent Cyanide~~[1]
ptember	Olin - Alton, Ill.	Conservation Chemical Co.	5,600 Gallons	Sulfuric/Nitric Acid
ptember	Conservation Chemical Co. of Ill. - Gary, IN	Conservation Chemical Co.	9,200 Gallons	Spent Cyanide[1]
tored in steel storage tanks at the Kansas City facility.				
ontains 0.2% Zinc				
			Recorded 2-7-79	
				U-18885

AIL TO: Hazardous Waste Survey
Missouri Dept. of Natural Resources
P.O. Box 1368
Jefferson City, Missouri 65101

N B Hjersted
Signature of Person Maintaining Log

Pres
Title

12-20-78
Date Log Submitted

MISSOURI MONTHLY HAZARDOUS WASTE LOG

MONTH December FACILITY Conservation Chemical Company OWNED BY Conservation Chemical Co. ✓

YEAR 1978 LOCATION Kansas City, Missouri

DATE RECEIVED	SOURCE OF MATERIAL (Company) (City)	HAULED BY (Firm)	AMOUNT (Vol.) or (Weight)	DESCRIPTION OF MATERIAL
December	Armco, Inc. (K.C., Mo)	Conservation Chemical Co.	255,194 Gallons	Spent Sulfuric Acid
December	Armco, Inc. (K.C., Mo)	Conservation Chemical Co.	19,283 Gallons	Lime Solution (25%)
December	Kansas City Power and Light - K.C., Mo.	Conservation Chemical Co.	1,725 Tons	Fly Ash
December	A.B. Chance - Centralia, Missouri	Conservation Chemical Co.	3,800 Gallons	Spent Sulfuric Acid
December	Midland Ross - Athens, Tennessee	Conservation Chemical Co.	4,070 Gallons	Spent Cyanide[1]
December	Conservation Chemical Co. of Ill-Gary, Ind.	Conservation Chemical Co.	4,500 Gallons	Spent Cyanide[1]
December	Amerock - Rockford, Ill	Conservation Chemical Co.	4,300 Gallons	Spent Cyanide[1]

1. Stored in steel storage tanks at the Kansas City Facility.

Recorded
2-7-79
K. [illegible]

U-18888

TO: Hazardous Waste Survey
Missouri Dept. of Natural Resources
P.O. Box 1368
Jefferson City, Missouri 65101

Signature of Person Maintaining Log

Title

Date Log Submitted

MISSOURI MONTHLY HAZARDOUS WASTE LOG

MO. January FACILITY Conservation Chemical Company OWNED BY Norman B. Hierseed

YEAR 1979 LOCATION Kansas City, Missouri

DATE RECEIVED	SOURCE OF MATERIAL (Company) (City)	HAULED BY (Firm)	AMOUNT (Vol.) or (Weight)	DESCRIPTION OF MATERIAL
January	Armco Inc. Kansas City, MO	CCC	2,115,550 Lbs.	Spent Sulfuric
January	Armco Inc. Kansas City, MO	CCC	200 Tons	Fly Ash
January	Airtex Products Fairfield, Ill.	CCC	3,575 Gallons	Spent Cyanide[1]
January	Olin Corp. Alton, Ill.	CCC	3,600 Gallons	Sulfuric/Nitric
January	A.B. Chance Centralia, MO	CCC	3,600 Gallons	Spent Sulfuric
January	Phillips Mfg. Lamar, MO	CCC	385 Gallons	Spent Cyanide[1]
January	Midland-Ross Corp. Athens, Tenn.	CCC	4,180 Gallons	~~Spent Cyanide~~

Stored in steel storage tanks at the Kansas City Facility

DEPOSITION EXHIBIT
Received 7/3 (Ju)86

7 20604

U-02726

Hazardous Waste Survey
Missouri Dept. of Natural Resources
P.O. Box 1704
Jefferson City, Missouri 65102

Signature of Person Maintaining Log

MISSOURI MONTHLY HAZARDOUS WASTE LOG

MONTH February FACILITY Conservation Chemical Company OWNED BY [illegible]

YEAR 1977 LOCATION Kansas City, Missouri

DATE (1977)	SOURCE OF MATERIAL (Company) (City)	HAULED BY (Firm)	AMOUNT (Vol.) or (Weight)	DESCRIPTION OF MATERIAL
[illegible]	[illegible] Kansas City, Missouri	[illegible]	1,753,650 lbs.	Spent Sulfuric
[illegible]	[illegible] Kansas City, Missouri	[illegible]	1,150 Tons	Fly ash
[illegible]	[illegible] Alton, Illinois	[illegible]	3,000 Gals.	Sulfuric Acid
[illegible]	[illegible] Centralia, Missouri	[illegible]	3,000 Gals.	Spent Sulfuric
[illegible]	[illegible] Memphis, Tenn.	[illegible]	8,415 Gals.	Spent Tyndall
[illegible]	[illegible] Cairo, Illinois	[illegible]	6,050 Gals.	Spent Tyndall
[illegible]	[illegible] Fort Dodge, Iowa	[illegible]	990 Gals.	Spent Tyndall
Cores of Steel Tank Tanks at the Kansas City Facility.				

Mailed 3/9/77

U-02725

[illegible] Hazardous Waste Survey
Missouri Dept. of Natural Resources
[illegible]
[illegible] Missouri [illegible]

Signature of Person Maintaining Log

Ok

STATE MONTHLY HAZARDOUS WASTE LOG

MONTH March FACILITY Conservation Chemical Company OWNED BY Norman B. Hjersted

YEAR 1979 LOCATION Kansas City, Missouri

DATE RECEIVED	SOURCE OF MATERIAL (Company) (City)	HAULED BY (Firm)	AMOUNT (Vol.) or (Weight)	DESCRIPTION MATERIAL
March	Armco Inc. Kansas City, Missouri	CCC	1,929,443 net lbs.	Spent Sulfuric
March	K.C.P.&L. Kansas City, Missouri	CCC	1,050 tons	Fly Ash
March	A.B. Chance Centralia, Missouri	CCC	3,600 gallons	Spent Sulfuric
March	Olin Corp. Alton, Illinois	CCC	2,600 gallons	Sulfuric (Nitric
March	Midland Ross Athens, Tenn.	CCC	18,210 gallons	Spent Cyanide
March	Daisy Mfg. Rogers, Arkansas	CCC	3,000 gallons	Spent Cyanide

Stored In Steel Storage Tanks at the Kansas City Facility.

Dated 4/16/79 MB

U-02724

Signature of Responsible Person

N. B. Hjersted

Pres

MONTH May FACILITY Conservation Chemical Company OWNED BY Norman B. Hjersted

YEAR 1979 LOCATION Kansas City, Missouri

Source of Material Company	City & State	DNR Approval Code Number	Hauled By (Firm)	Amount (Vol. or Wt.)	Disposal Loc. at Site	Description of Material
Armco Inc.	Kansas City, MO	-	CCC	3,396,890 Lbs.[1]	On Site	Spent Sulfuric Acid
Midland Ross	Athens, Tenn.	-	CCC	4,180 Gals.	Stored On Site[2]	Cyanide
Board of Public Util.	Kansas City, KS	-	CCC & CETCO	425 Tons	On Site[3]	Fly Ash
Kansas City Power & Light	Kansas City, MO	-	CCC & CETCO	1,312.5 Tons	On Site[4]	Fly Ash

[1] This total includes 855,310 lbs unreported in April, and 300,000 lbs. unreported in February.

[2] Temporarily stored in steel storage tanks, awaiting transport to Nuclear Engineering, Sheffield, Illinois.

[3] Non-Waste materials purchased for use in Stabilization as part of the Closure Plan.

[4] Non-Waste materials used for Stabilizing as part of the Closure Plan.

U-027722

7 20604

MAIL TO: Hazardous Waste Project
Missouri Dept. of Natural Resources
P. O. Box 1368

M B Hjersted President

Signature of Person Maintaining Log Title

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

FILED
FEB 2 1983
R. F. CONNOR, CLK.
U. S. DISTRICT COURT
WEST DIST. OF MO.

UNITED STATES OF AMERICA, Plaintiff,	)	
vs.	)	No. 82-0983-CV-W-5
CONSERVATION CHEMICAL COMPANY, et al., Defendants.	)	

ANSWERS OF DEFENDANT TO
PLAINTIFF'S FIRST SET OF INTERROGATORIES
TO DEFENDANT CONSERVATION CHEMICAL COMPANY OF ILLINOIS

Plaintiff, United States of America, hereby requests that, pursuant to Rule 33 of the Federal Rules of Civil Procedure, you answer separately and fully, in writing and under oath, each of the following interrogatories, and serve answers on the undersigned attorney for the Plaintiff, United States, within 45 days after service hereof.

Definitions

A. "You" or "your" means the party to whom these interrogatories are directed.

B. "Person" means any natural person, proprietorship, corporation, public corporation, municipal corporation, state or local government entity, governmental agency, political subdivision, public or private university or other institution of higher learning, partnership, group, association, committee or any other organization.

C. "Identify" a person means to provide an identification sufficient to notice a deposition of such person with process to require his or her attendance at a place of examination and shall include, without limitation, that person's name, occupation, company affiliation, title, and last known business and residential addresses, including telephone numbers.

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D. Persons upon whom you "relied" for an interrogatory answer means any and all of the following:

1. Persons who are the source of the information upon which the answer is based.

2. Persons who have information which supports the answer.

E. "Document" means the complete original (or a complete copy when the original is not available), unless otherwise stated, and each non-identical copy (whether different from the original because of notes made on the copy or otherwise, of each writing of every kind and description (together with all worksheets, backup sheets, and other relevant materials), whether inscribed by hand or mechanical, electronic, microfilm, photographic, or other means (such as by recording, film, tape, or other medium) from which information may be obtained.

F. "Identify" a document means to list:

1. Its title, or if it has no title, its subject matter.

2. Its date of origina.

3. The author or addressor.

4. The addresse, if any.

5. The recipients of all copies.

6. The form control number, if any.

7. The location, file title, and custodian of the document.

G. Documents upon which you "relied" for an interrogatory answer mean any and all of the following:

1. Documents which are the source of the information on which the answer is based.

2. Documents which contain information that supports the answer.

3. Documents which you intend to use as evidence in support of the answer.

H. "Identify" a plant or facility means to list:

1. The name of the plant or facility.

2. The address of the facility.

I. "CCC" means Conservation Chemical Company.

J. "Kansas City Facility" means the treatment, storage, and disposal facility operated by ConservationChemical Company located at 8900 Front Street, Kansas City, Missouri.

K. "Waste(s)" or "waste material(s)" means any solid waste as defined in 42 U.S.C. §6904(27) or any hazardous waste as defined in 42 U.S.C. §6904(5) or any hazardous substance as defined in 42 U.S.C. §9601(14).

Instructions

A. These interrogatories are directed to Conservation Chemical Company of Illinois, its subsidiaries and officers, employees, agents, servants, representatives, past and present, thereof, and, unless privilege is claimed, each and every attorney, past and present, of each and every such individual or entity.

B. These interrogatories are intended as continuing interrogatories and you are required, after original answers have been submitted, to convey to the United States any additional information within the scope of these interrogatories which is acquired by you as soon as such information is acquired.

C. At the end of each response to each interrogatory, identify each document that is relied upon in any answer given in response to an interrogatory or that corroborates any answer given (or the substance of what is given) in response to any interrogatory.

D. At the end of each response to each interrogatory, identify the person or persons (1) upon whom you relied for your answer to the interrogatory, and (2) who answered the interrogatory.

E. For each document produced in lieu of a response to an interrogatory, indicate on the document or in some other reasonable manner, the numbered request(s) and subpart(s) hereof to which it is a response.

F. If anything is deleted from a document produced in response to the interrogatories, state:

1. The reason for the deletion; and

2. The subject matter of the deletion.

Interrogatories

1. Identify each of your plants and facilities from which waste materials were, or which you have reason to believe were sent to CCC for storage, treatment or disposal or to be reused or recycled.

ANSWER: Conservation Chemical Company of Illinois
6500 Industrial Highway
Gary, Indiana 46406

2. Identify each of your officers, employees and agents, whether presently affiliated with you or not, who had any resopnsibility for the disposition of waste materials generated at any of your facilities identified in response to Interrogatory Number 1 since January 1960, specifying the facility or facilities as to which each such person had such responsibility, and the nature of that responsibility.

ANSWER: Norman B. Hjersted, President of Conservation Chemical Company of Illinois, whose current address is 5201 Johnson Drive, Suite 400, Mission, Kansas 66205 was responsible for the decision to utilize the CCC Kansas City plant site for cyanide disposal.

3. Identify each of your officers, employees and agents, whether presently affiliated with you or not, who either dealt on your behalf with CCCor inspected or visited CCC's Kansas City facility and state the nature of these dealings and the dates of those inspections or visits.

ANSWER: Ralph Baker, 800 North Highway, #7, Apartment 4E, Harrisonville, Missouri 64701;
Bill Borrello, Address unknown;
Harold Eagan, 10507 East 80th, Raytown, Missouri 64131;
Lawrence N. Hjersted, 509 North Dorsey Lane, Louisville, Kentucky 50223

There are no records of dates of visits.

4. Identify each shipment of waste materials sent or that you have reason to believe were sent from any of your facilities, including these identified in answer to Interrogatory Number 1, to CCC, specifying with respect to each such shipment the date on which the shipment occurred and the name and address of the facility or facilities from which such materials originated.

ANSWER: See attached records:

(a) 1975 invoices for disposal of cyanide. (Ex. 1(a) - Ex. 1(b).

(b) 1976 dispatch records indicating the transfer of cyanide from CCCI to the CCC facility in Kansas City. (Ex. 2(a) - Ex. 2(q))

(c) 1977 invoices for disposal of cyanide. (Ex. 3(a) - Ex. 3(f))

(d) 1978 invoices for disposal of cyanide. (Ex. 4(a) - Ex. 4(s))

5. With respect to each shipment identified in answer to Interrogatory Number 4, specify the type of material sent, including the chemical composition, a description of the manufacturing or other process from which it originated, and if any chemical analysis of the material was undertaken at any time, identify the person who performed such analysis, and the date of each analysis, and the results thereof.

ANSWER: Cyanide.

Waste cyanide is a residue of the metal finishing process.

No chemical analyses of the material are available.

6. With respect to each shipment identified in answer to Interrogatory Number 4, specify the amount of material sent in pounds, gallons, other common units of measurements, the type and size of containers in which the materials were transported, the names and addresses of all carriers or haulers used for transporting such material, and the manner in which the materials were identified, including the label or other identification affixed to the containers in which the materials were transported.

ANSWER: Shipments for which records are available (see attachments for answer to Interrogatory Number 4) indicate that the following quanitites of cyanide were shipped by rail and by trucks belonging to Conservation Chemical Company and Conservation Chemical Company of Illinois:

Rail Car - 136,220 gallons
Truck - 112,700 gallons

Shipments by rail were made through ACF Industries, Inc., Shippers Car Division, 620 North Second Street, St. Charles, Missouri 63301 and General American Transportation Co., 120 South Riverside Plaza, Chicago, Illinois 60680.

Attached is a memo regarding the labeling of tank car shipments of cyanide. (Ex. 5)

7. State the precautions taken by you with regard to the handling of the materials identified in answer to Interrogatory Number 5 and the instructions or other information given by you to CCC or to any shipper as to what the materials were and how they should be handled.

ANSWER: General precautions were given for wearing goggles and protective clothing when transferring material from one vessel to another. Poison labeling was required.

8. State whether any materials in addition to those identified in answer to Interrogatory Number 5 were transported to or from any of your facilities by CCC. If yes, state the name of the facility or facilities involved, the date of the shipment and the nature and quantity of the material shipped.

ANSWER: Solvents were transported from the CCC Kansas City facility to the CCCI facility in Gary, Indiana. Dispatch records have not been located.

9. Identify each of your officers, employees, and agents who had knowledge as to the disposition of any materials delivered or sent by you or on your behalf to any CCC facility and state the circumstances under which that knowledge was obtained and the substance of what was known.

ANSWER: Objection. This interrogatory is vague, ambiguous and unintelligible requiring defendant to engage in speculation and conjecture concerning the meaning of the interrogatory.

10. Identify each of your officers, employees and agents who had knowledge of the acts and practices of CCC with respect to the recycling, reuse, handling, treatment or disposal of wastes and state the circumstances under which such knowledge was obtained and the substance of what was known.

ANSWER: See answer to Interrogatory Number 3.

11. Identify all materials you sent or which were sent on your behalf to CCC which, you contend, after delivery to CCC, were removed or otherwise taken therefrom, specifying with respect to each such removal of such materials the date the materials were removed, the type and quantity of materials removed, the location to which the materials were taken, and the basis for concluding the materials were removed.

ANSWER: CCC did not identify the subsequent disposition of specific shipments of materials. Some materials were removed to other facilities such as Chemical Resources, Inc.

12. State whether you currently have or have you ever had any type of liability insurance policy which may extend to liability arising out of the storage, handling or disposal of your waste at any CCC facility, and, if so, identify such policy(ies), the terms of such policy(ies), and if the coverage has lapsed or expired, the date on which this occurred.

ANSWER: CCCI is reviewing its insurance coverage. This answer will be supplemented pursuant to Fed. R. Civ. P. 26(e).

13. Describe how CCC was chosen to handle your waste materials and identify those persons who participated in the selection process.

ANSWER: Norman B. Hjersted determined that the price for having the CCC Kansas City location handle the waste materials was acceptable. Also, the personnel there had full knowledge of how the material should be handled and this plan fit in well with the decision to backhaul loads of solvents to the Gary facility from CCC on the return trips from transporting the cyanide.

14. Describe your policy regarding management of your wastes of the types sent to CCC over the time from 1960 through the present and identify these persons who were instrumental in formulating this policy.

ANSWER: Conservation Chemical Company of Illinois was not established until 1967. The policy for handling wastes was to first attempt recycling or recovery and second to determine the best method of processing waste consistent with prevailing economies and environmental impact, but in all cases relevant authorities must be fully advised of the practice and agree said practice is satisfactory.

In no case would material be sent to facilities where the method of handling was unknown or not considered adequate. This policy was formulated by Norman B. Hjersted.

15. Describe your procedures and policies for developing, controlling and retaining records containing information requested in Interrogatory numbers 4, 5, and 6, specifically and generally, regarding waste generation, storage, treatment, and disposal and purchase records for the chemicals used in processes which resulted in the generation of such wastes.

ANSWER: The company's administrative managers have been instructed to retain all records in the manner and for the period of time prescribed by law. Specific procedures and policies for record retention were

developed by and were the responsibility of the administrative managers. The following individuals have held the position of administrative manager:

Sid French, 3115 North 58th, Kansas City, Kansas 66104;

Ed Vogel, 9023 Goodman, Overland Park, Kansas 66212;

Lou Harasty (deceased);

Chuck Welch, 8611 Arlington, Raytown, Missouri 64138;

Lloyd Kaiser, 6136 Brooklyn, Kansas City, Missouri 64130.

16. Identify the persons who would be the custodian for any and all of the records recited in your answer to Interrogatory numbers 14 and 15. In your answer to this Interrogatory, please delineate what kinds of records each custodian would be responsible for.

ANSWER: Debra Rucinski, 5201 Johnson Drive, Suite 400, Mission, Kansas 66205, at the corporate office for CCC is responsible for knowing where all information is stored. Alma Tanses at the Gary facility has been in charge of records retention at that location since her employment in 1978.

17. Identify the custodian of any and all correspondence between you and CCC and state your policy for retaining this kind of correspondence.

ANSWER: See answers to Interrogatory Numbers 15 and 16 above.

18. Describe the manner in which the wastes identified in answer to Interrogatory Numbers 4 and 5 were stored, treated and disposed of prior to the time you selected CCC to storage, treatment or dispose or to recycle or reuse your wastes.

ANSWER: No other method was used prior to the use of CCC.

Respectfully submitted,

ROBERT ULRICH
United States Attorney

By: _____
KENNETH JOSEPHSON
Assistant U.S. Attorney
549 U.S. Courthouse
811 Grand Avenue
Kansas City, Missouri 64106

DEFENDANT'S SWORN SIGNATURE

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

The below named person, being duly sworn on his oath states that he is President of Conservation Chemical Company of Illinois and that he has read the foregoing Interrogatories of Plaintiff and the answers given are true and correct to the best of his knowledge and belief.

N B Hjersted
NORMAN B. HJERSTED

The foregoing answers to Interrogatories were subscribed and sworn to before me this 22nd day of February, 1983.

Vernice F. Jackson
NOTARY PUBLIC

My Commission Expires:
November 13, 1984.

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the above and foregoing was mailed, U.S. Mail, postage prepaid, this 22nd day of February, 1983, to:

Kenneth Josephson
Assistant United States Attorney
549 United States Courthouse
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