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February 3, 2012

VIA FEDERAL EXPRESS & FACSIMILE

Vincent Gentile, Esq.
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105 College Road East
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Princeton, NJ 08542-0627

Re: New Jersey DEP, et al. v. Occidental, et al.
Docket Number: ESX-L-9868-05 (PASR)
Our Reference No.: 4153.0001

Dear Mr. Gentile:

This firm represents the Borough of Glen Ridge in the above-captioned matter. Enclosed please find the First Supplemental Disclosure Response of the Borough of Glen Ridge Pursuant to Case Management Order XII. Also enclosed please find two (2) CD's containing Glen Ridge's production of documents in response to Case Management Order XII ("**CMO XII**"). Please be advised if additional documents are located in response to CMO XII, Glen Ridge will produce same.

If you have any questions, please call me.

Very truly yours,

MEYNER AND LANDIS LLP



Thomas J. Monroe

TJM/lmd
Enclosures

cc: Liaison counsel
all parties (via posting on electronic bulletin board)



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NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION, *et al*,

Plaintiffs,

vs.

OCCIDENTAL CHEMICAL
CORPORATION, *et al*,

Defendants.

Maxus Energy Corporation, *et al*,

vs.

3M COMPANY, *et al*,

Third-Party Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - ESSEX COUNTY
DOCKET NO. ESX-L-9868-05 (PASR)

CIVIL ACTION

**FIRST SUPPLEMENTAL
DISCLOSURE RESPONSE OF THE
BOROUGH OF GLEN RIDGE
PURSUANT TO CASE
MANAGEMENT ORDER XII**

In accordance with Case Management Order XII, Paragraph 21, the Borough of Glen Ridge (“**Glen Ridge**”) hereby supplements its disclosures.

21. b. A copy of all Documents, other than electronic email discovery, that relate to:

- i. the alleged discharge of any hazardous wastes, hazardous substances, pollutants or contaminants (“Hazardous Materials”) to the Newark Bay Complex;

Response:

Glen Ridge, through its attorneys, objects to this request in so far as it concludes that there was any release or discharge of Hazardous Materials into the Newark Bay Complex by Glen Ridge. Furthermore, the allegations in this matter against Glen Ridge relate to the alleged discharge of sewage waste which was treated and/or handled by the Passaic Valley Sewage Authority. Notwithstanding this response, and without waiving this position, the parties are

referred to the agreements between the member municipalities and the Passaic Valley Sewage Authority and the documents responsive to this request that are provided on the attached CD.

Glen Ridge expressly reserves the right to amend and/or supplement the foregoing responses to conform to continuing investigation and discovery, including at the time of trial, as may be permitted by the Rules of Court and/or subsequent Orders of the Court.

- ii. the potential pathways and methods by which Hazardous Materials may have been released to the Newark Bay Complex, as well as the quantity, nature and toxicity of such Hazardous Materials;

Response:

Glen Ridge, through its attorneys, objects to this request in so far as it concludes that there was any release or discharge of Hazardous Materials into the Newark Bay Complex by Glen Ridge. Furthermore, the allegations in this matter against Glen Ridge relate to the alleged discharge of sewage waste which was treated and/or handled by the Passaic Valley Sewage Authority. Notwithstanding this response, and without waiving this position, the parties are referred to the agreements between the member municipalities and the Passaic Valley Sewage Authority and the documents responsive to this request that are provided on the attached CD.

Glen Ridge expressly reserves the right to amend and/or supplement the foregoing responses to conform to continuing investigation and discovery, including at the time of trial, as may be permitted by the Rules of Court and/or subsequent Orders of the Court.

- iii. other actions relating to properties or operations that may have adversely impacted the environmental condition of the Newark Bay Complex;

Response:

Glen Ridge, through its attorneys, objects to this request in so far as it concludes that there was an adverse impact to the environmental condition of the Newark Bay Complex caused by Glen Ridge. Furthermore, the allegations in this matter against Glen Ridge relate to the alleged discharge of sewage waste which was treated and/or handled by the Passaic Valley Sewage Authority. Notwithstanding this response, and without waiving this position, the parties are referred to the agreements between the member municipalities and the Passaic Valley Sewage Authority and the documents responsive to this request that are provided on the attached CD.

Glen Ridge expressly reserves the right to amend and/or supplement the foregoing responses to conform to continuing investigation and discovery, including at the time of trial, as may be permitted by the Rules of Court and/or subsequent Orders of the Court.

- iv. the costs and damages sought in connection with any alleged discharge of Hazardous Materials.

Response:

Glen Ridge, through its attorneys, objects to this request in so far as it concludes that there was any release or discharge of Hazardous Materials into the Newark Bay Complex by Glen Ridge. Furthermore, the allegations in this matter against Glen Ridge relate to the alleged discharge of sewage waste which was treated and/or handled by the Passaic Valley Sewage Authority. Notwithstanding this response, and without waiving this position, the parties are referred to the agreements between the member municipalities and the Passaic Valley Sewage Authority and the documents responsive to this request that are provided on the attached CD.

Glen Ridge expressly reserves the right to amend and/or supplement the foregoing responses to conform to continuing investigation and discovery, including at the time of trial, as may be permitted by the Rules of Court and/or subsequent Orders of the Court.

21.c.(1). A copy of all Documents relating to the following information for the site(s), properties and/or operations with which the Third Party Defendant is associated in the Third-Party Complaints:

- i. the release or discharge of Hazardous Materials from or at that Third Party Defendant's properties or operations;

Response:

Glen Ridge, through its attorneys, objects to this request in so far as it concludes that there was any release or discharge of Hazardous Materials into the Newark Bay Complex by Glen Ridge. Furthermore, the allegations in this matter against Glen Ridge relate to the alleged discharge of sewage waste which was treated and/or handled by the Passaic Valley Sewage Authority. Notwithstanding this response, and without waiving this position, the parties are referred to the agreements between the member municipalities and the Passaic Valley Sewage Authority and the documents responsive to this request that are provided on the attached CD.

Glen Ridge expressly reserves the right to amend and/or supplement the foregoing responses to conform to continuing investigation and discovery, including at the time of trial, as may be permitted by the Rules of Court and/or subsequent Orders of the Court.

- ii. the operations, manufacturing and/or production processes, and Hazardous Materials stored or utilized on the property, and any sampling that took place on the property and any sampling or testing of the materials, by products or waste products used in connection therewith;

Response:

Glen Ridge, through its attorneys, objects to this request in so far as it is overly broad. Furthermore, the allegations in this matter against Glen Ridge relate to the alleged discharge of sewage waste which was treated and/or handled by the Passaic Valley Sewage Authority. Notwithstanding this response, and without waiving this position, the parties are referred to the agreements between the member municipalities and the Passaic Valley Sewage Authority and the documents responsive to this request that are provided on the attached CD.

Glen Ridge expressly reserves the right to amend and/or supplement the foregoing responses to conform to continuing investigation and discovery, including at the time of trial, as may be permitted by the Rules of Court and/or subsequent Orders of the Court.

- iii. sampling results from environmental, chemical, or biological testing conducted at that Third Party Defendant's properties; and

Response:

Glen Ridge, through its attorneys, objects to this request in so far as it is overly broad. Furthermore, the allegations in this matter against Glen Ridge relate to the alleged discharge of sewage waste which was treated and/or handled by the Passaic Valley Sewage Authority. Notwithstanding this response, and without waiving this position, the parties are referred to the agreements between the member municipalities and the Passaic Valley Sewage Authority and the documents responsive to this request that are provided on the attached CD.

Glen Ridge expressly reserves the right to amend and/or supplement the foregoing responses to conform to continuing investigation and discovery, including at the time of trial, as may be permitted by the Rules of Court and/or subsequent Orders of the Court.

- iv. any communications involving that Third-Party Defendant and any branch, department, agency or instrumentality of municipal, State or federal government relating to any discharge or release of Hazardous Materials or this litigation.

Response:

Glen Ridge, through its attorneys, objects to this request in so far as it concludes that there was any release or discharge of Hazardous Materials into the Newark Bay Complex by Glen Ridge. Furthermore, the allegations in this matter against Glen Ridge relate to the alleged discharge of sewage waste which was treated and/or handled by the Passaic Valley Sewage Authority. Notwithstanding this response, and without waiving this position, the parties are referred to the agreements between the member municipalities and the Passaic Valley Sewage Authority and the documents responsive to this request that are provided on the attached CD.

Glen Ridge expressly reserves the right to amend and/or supplement the foregoing responses to conform to continuing investigation and discovery, including at the time of trial, as may be permitted by the Rules of Court and/or subsequent Orders of the Court.

21.c.(2) Any Documents relating to any industrial waste containing Hazardous Materials that was transported to, processed or treated at, or discharged from any of the sites and/or properties with which the Third Party Defendant is associated in the Third Party Complaints.

Response:

Glen Ridge, through its attorneys, objects to this request in so far as it concludes that there was any release or discharge of Hazardous Materials into the Newark Bay Complex by Glen Ridge. Furthermore, the allegations in this matter against Glen Ridge relate to the alleged discharge of sewage waste which was treated and/or handled by the Passaic Valley Sewage Authority. Notwithstanding this response, and without waiving this position, the parties are referred to the agreements between the member municipalities and the Passaic Valley Sewage Authority. Glen Ridge is not in possession of any documents which are responsive to this request.

Glen Ridge expressly reserves the right to amend and/or supplement the foregoing responses to conform to continuing investigation and discovery, including at the time of trial, as may be permitted by the Rules of Court and/or subsequent Orders of the Court.

21.c.(3) Any insurance or indemnity agreement under which another person or entity may be liable to satisfy all or part of a possible judgment in this action or to indemnify or reimburse for payments made to satisfy said judgment.

Response:

Glen Ridge is continuing to endeavor to locate and confirm insurance coverage. Copies of any insurance policies which may be responsive will be produced once they are confirmed.

Glen Ridge expressly reserves the right to amend and/or supplement the foregoing responses to conform to continuing investigation and discovery, including at the time of trial, as may be permitted by the Rules of Court and/or subsequent Orders of the Court.


MICHAEL J. ROHAL
On behalf of the Borough of Glen Ridge

Dated:

MEYNER AND LANDIS LLP

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Attorneys for Third-Party Defendant

Borough of Glen Ridge

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION, *et al*,

Plaintiffs,

vs.

OCCIDENTAL CHEMICAL CORPORATION,
et al,

Defendants.

Maxus Energy Corporation, *et al*,

vs.

3M COMPANY, *et al*,

Third-Party Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - ESSEX COUNTY
DOCKET NO. ESX-L-9868-05 (PASR)

CIVIL ACTION

**CERTIFICATION OF MICHAEL J.
ROHAL ON BEHALF OF
GLEN RIDGE**

Michael J. Rohal, of full age being duly sworn according to law, deposes and says:

1. I am the Municipal Clerk, Administrator and Engineer of the Third Party Defendant, the Borough of Glen Ridge ("**Glen Ridge**").
2. I hereby certify that I have reviewed the document production required by Case Management Order XII ("**CMO XII**"), and that I have made or caused to be made a good faith search for documents responsive to CMO XII.
3. I hereby certify that I have placed all documents produced by Glen Ridge

3. I hereby certify that I have placed all documents produced by Glen Ridge pursuant to CMO XII onto a CD.

4. I further certify that as of this date, to the best of my knowledge and information, the production is complete and accurate based on my personal knowledge and information provided by others.

5. I acknowledge my continuing obligation to make a good faith effort to identify additional documents that are responsive to the request and to promptly serve a supplemental written response and production of such documents, as appropriate, as I become aware of them.

6. I make this Certification in accordance with Court Rules 4:18-1.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.


MICHAEL J. ROHAL