

**CARELLA, BYRNE, CECCHI, OLSTEIN
BRODY & AGNELLO, P.C.**

5 Becker Farm Road
Roseland, New Jersey 07068
Tel: (973) 994 – 1700
Fax: (973) 994 – 1744
Attorneys for Third Party Defendant
Township of Cranford

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION, THE
COMMISSIONER OF THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL
PROTECTION and THE ADMINISTRATOR OF
THE NEW JERSEY SPILL COMPENSATION
FUND,

Plaintiffs

v.

OCCIDENTAL CHEMICAL
CORPORATION, TIERRA SOLUTIONS,
INC., MAXUS ENERGY CORPORATION,
REPSOL YPF, S.A., YPF, S.A., YPF
HOLDINGS, INC. and CLH HOLDINGS, INC.,

Defendants.

MAXUS ENERGY CORPORATION and TIERRA
SOLUTIONS, INC.,

Third-Party Plaintiffs,

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
THIRD PARTY DEFENDANT
TOWNSHIP OF CRANFORD**

TO: ALL PARTIES VIA SERVICE ON ELECTRONIC PLATFORM

In accordance with Case Management Order XII, Paragraph 21, third-party defendant Township of Cranford (hereinafter “Cranford”) hereby supplements its Disclosures as follows:

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: The allegations in this matter against Cranford relate to the alleged discharge of sewage waste which was treated and/or handled by the Rahway Valley Sewerage Authority. As sewage waste is specifically excepted from the definition of "hazardous substance" under the New Jersey Spill Act, N.J.S.A.58:10-23.11b, Cranford has no responsive documents. Furthermore, Cranford has no additional information beyond any "excepted material" identified by Case Management Order VIII, Paragraph 4.

- 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: The allegations in this matter against Cranford relate to the alleged discharge of sewage waste that was treated and/or handled by the Rahway Valley Sewerage Authority. There are no operations, manufacturing and/or production processes, or hazardous materials stored or utilized, nor was there any sampling that took place of the sewage waste by the municipality.

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

Response: The allegations in this matter against Cranford relate to the alleged discharge of sewage waste which was treated and/or handled by the Rahway Valley Sewerage Authority. There are no operations, manufacturing and/or production processes, or hazardous materials stored or utilized, nor was there any sampling that took place of the sewage waste by the municipality.

- 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.

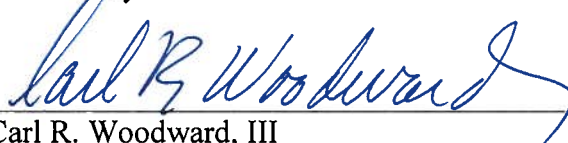
Response: The allegations in this matter against Cranford relate to the alleged discharge of sewage waste which was treated and/or handled by the Rahway Valley Sewerage Authority. As sewage waste is specifically excepted from the definition of "hazardous substance" under the New Jersey Spill Act, N.J.S.A.58:10-23.11b, Cranford has no responsive documents.

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: Cranford is not in possession of any documents which are responsive to this request.

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: Cranford is continuing to locate and confirm insurance coverage, which dates back over several decades. Copies of any insurance policies which may be responsive to this request will be produced once they are confirmed and secured.

By: 
Carl R. Woodward, III
CARELLA, BYRNE, CECCHI, OLSTEIN,
BRODY & AGNELLO, P.C.
Attorneys for Third Party Defendant
Township of Cranford

DATED: January 5, 2011

CERTIFICATE OF SERVICE

The undersigned hereby certifies that true a correct copy of Third Party Defendant Township of Cranford's First Supplemental Disclosure Responses was served electronically on all parties which have consented to service by posting on CT Summation on January 5, 2011.

By: 
Carl R. Woodward, III
CARELLA, BYRNE, CECCHI, OLSTEIN,
BRODY & AGNELLO, P.C.
Attorneys for Third Party Defendant
Township of Cranford

DATED: January 5, 2011
#402152