
INTERVIEW OF:

ERIC ASKELAND

TAKEN NOVEMBER 20, 1997 AT 1:30 P.M.

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INTERVIEW OF ERIC ASKELAND, taken pursuant to agreement of and between parties at, Koch Industries, Inc., P.O. Box 64596, St. Paul, Minnesota, at approximately 1:30 p.m. on Thursday, November 20, 1997 before Kimberly Hormann, Notary Public, County of Hennepin, State of Minnesota.

APPEARANCES:

Present from the Minnesota Pollution Control Agency:

DON L. KRIENS, P.E.

MARY L. HAYES

GREGORY BERGER

Present from Koch Industries:

JAMES K. VOYLES, Attorney at Law

Present from the law firm of Green Espel:

LARRY D. ESPEL, Attorney at Law

SUSAN K. WIENS, Attorney at Law

I N D E X

EXAMINATIONS:

By Mr. Kriens:

By Ms. Hayes:

By Mr. Berger: page 4, 7

HAZARDOUS WASTE MANIFESTS: pages 4-8

1 (Second interview of Eric Askeland)

2 EXAMINATION BY MR. BERGER:

3 Q. There is just one question that I have that I forgot
4 to ask you when you were previously interviewed.
5 This has to do with operators and the signing of
6 hazardous waste manifests. On March 11, 1996,
7 Heather sent you an e-mail regarding hazardous waste
8 stuff, is the subject. And item No. 4 on that memo
9 states, what is the operators liability
10 responsibility concerning the signing of hazardous
11 waste manifests? The ones from Auto Avenue were
12 from the State of Minnesota? This brought up
13 specific questions from operators with regard to
14 signing these forms and their liability.

15 MS. WIENS: 2326.

16 EXAMINATION BY MR. BERGER:

17 Q. Further down there in that paragraph, she then, or
18 she makes reference to putting together some type of
19 handout for operators, kind of like a guide sheet so
20 they know what to do.

21 A. Uh-huh. Okay.

22 Q. And then on March 26, of 1996, Heather then -- I
23 have another memo here from Heather, which you are
24 cc-ed on. The subject is hazardous waste issue.
25 And this one states, there were some questions

1 concerning hazardous waste issues at the wastewater
2 treatment plant during Class No. 3. Eric Askeland
3 has put together a summary of the items that concern
4 the wastewater treatment plant, the summary is
5 attached. And it is a summary of, I believe, I
6 think of eight or nine different issues. And one of
7 them is regarding manifests. And you do go over the
8 procedure here that the operators should use
9 regarding the liability -- well, regarding signing
10 hazardous waste manifests. And you mention their
11 liability, and that it would be okay if Koch is able
12 to take the waste and Koch manages the waste
13 properly upon acceptance. It talks further there,
14 too, about manifests.

15 A. Okay.

16 Q. Now, my question which I'm confused about is, I'm
17 not aware of Koch, having in their storage permit or
18 in their hazardous waste permit, being authorized to
19 accept hazardous waste from outside, off site. It
20 appears to me from reading these, that that is,
21 indeed, happening, is that correct?

22 A. I think, in general, no, we don't take hazardous
23 waste from off site. I think this specific incident
24 was some tank heels from Auto Avenue, which is a
25 facility we have in St. Paul. And the Ramsey County

1 person wanted a hazardous waste manifest used even
2 though he agreed that it was off-spec product. So I
3 think that was a specific instance.

4 Q. And that does happen on occasion? I have heard that
5 where somebody will want a transport of a
6 nonhazardous material just to be safe with a
7 hazardous waste manifest. So that's the only
8 incident?

9 A. Those are the only ones that I'm aware of. And I
10 don't think that anything else would go to the
11 wastewater treatment plant other than off-spec
12 product.

13 Q. Okay. It comes in here as product?

14 A. In that particular instance, the Ramsey County
15 person was concerned about the, about something and
16 so to take the extra precaution, I think, in
17 transport, he was concerned about during transport
18 if something happened. He wanted it transported
19 that way under a manifest, but he agreed that we
20 shouldn't have a problem putting it back in and, in
21 fact, he gave us a rule --

22 Q. Do you know who that was at Ramsey County?

23 A. I don't know off the top of my head.

24 Q. I have a wastewater treatment plant log here of
25 9-8-95. And there's no number on it. And it

1 states, environmental contacted us to sign manifest
2 for pipeline trucks to unload high benzene material
3 to tank 63.

4 A. Okay.

5 Q. Now, it says pipeline trucks. I can't tell from
6 that if it is, if it's coming from off site. Can
7 you just let me know or tell me what you think is
8 going on there? It appears something has been
9 delivered and there's a signing of a manifest, is
10 that in the internal manifest?

11 MS. WIENS: You're asking him to
12 interpret that?

13 EXAMINATION BY MR. BERGER:

14 Q. Yes, can you interpret what's going on there?

15 A. I wasn't directly involved in the haz waste program
16 on a day-to-day basis at that time. So I'm, I
17 couldn't, I don't think it would be right for me to
18 speculate what's going on.

19 Q. Okay.

20 A. I got more involved at sometime after that so --

21 Q. So you can't tell from that?

22 A. I can't tell what specific instance or what specific
23 incident that is.

24 Q. Could I see that, both of those (indicating)?

25 A. Yeah.

1 Q. I guess when I read this, did you, you wrote this
2 document; am I correct, the attachment?

3 A. I believe so.

4 Q. It states, the operators should not experience a
5 significant amount on liabilities from signing
6 hazardous waste manifests, if Koch is able to take
7 the waste and Koch manages the waste properly upon
8 acceptable. And then B states, the operators should
9 make sure that the environmental department is aware
10 of any waste coming to the wastewater treatment
11 plant that is on a manifest, other than the KRCPB
12 internal waste manifest. This will help ensure
13 them, this will help them ensure that Koch is able
14 to take the material and further reduce their
15 liability. Operators should not accept any off-site
16 waste without prior approval from the environmental
17 department.

18 So I guess your response then is that you're
19 just covering your basis here. I mean, there was a
20 concern about manifests, hazardous waste manifests
21 and you just want them to contact you to make sure?
22 A. Right. We shouldn't be taking stuff from off site.
23 Waste in that particular case, may have been a poor
24 choice used if it was an off-spec product or a tank
25 heel. But I guess I probably continued to use the

1 same terminology that had been used.

2 Q. And to your knowledge, there is not hazardous waste
3 coming from off site?

4 A. There shouldn't be, there should not be.

5 MR. BERGER: Okay. That's all I can
6 ask.

7 MS. HAYES: Thanks a lot, Eric.

8 (WHEREUPON, the interview concluded at
9 approximately 1:39 p.m.)

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1 STATE OF MINNESOTA

CERTIFICATE

2 COUNTY OF HENNEPIN

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I, KIMBERLY J. HORMANN, hereby certify that I reported the interview of ERIC ASKELAND on the 20th day of November, 1997, in St. Paul, Minnesota.

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That I was then and there a Notary Public in and for the County of Hennepin, State of Minnesota;

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That the foregoing transcript of 9 pages is a true and correct transcript of my stenographic notes in said matter, transcribed under my direction and control;

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That the cost of the original has been charged to the party who noticed the deposition, and that all parties who ordered copies have been charged at the same rate for such copies;

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That I am not related to nor an employee of any of the attorneys or parties hereto, nor a relative or employee of any attorney or counsel employed by the parties hereto, nor financially interested in the outcome of the action and have no contract with the parties, attorneys or persons with an interest in the action that affect or has a substantial tendency to affect my impartiality;

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WITNESS MY HAND AND SEAL this 5th day of December, 1997.

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Kimberly J. Hormann
Notary Public

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