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June 8, 2012

W. David Keefer
U.S. Environmental Protection Agency, Region 4
Superfund Division
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Re: Capitol City Plume Superfund Site: The Advertiser Company's Third

Supplemental Section 104(e) Response

Dear Mr. Keefer:

This is a supplemental response to the Section 104(e) request sent by EPA Region 4 to The Advertiser Company on November 18, 2008. It supersedes 104(e) responses previously provided by The Advertiser Company on January 16, 2009; February 13, 2009; and June 11, 2010. This supplemental response is based on a good faith investigation following receipt of documents and materials from EPA and Alabama through the Freedom of Information Act and Alabama Open Records Act. Please note that EPA's communications, including the March 24, 2011 General Notice Letter, have been addressed to "The Montgomery Advertiser," but the legal name of the company is "The Advertiser Company," and therefore, this response will use that name.

Response Summary

Initially, we note our client did not exist before March 7, 1963. On March 7, 1963, The Advertiser Company formally dissolved and a new company, also called The Advertiser Company, was incorporated. The Advertiser Company printed The Montgomery Advertiser out of its location at 200 Washington Avenue between March 7, 1963 and 1997, owned a parking lot at 115 South McDonough Street, and also ran a small printing operation at 116 South McDonough Street between the 1980s until approximately 1997. The Advertiser Company sold these properties to the Montgomery County Commission on September 24, 2003.

After a careful review of The Advertiser Company's records and interviews of current and former employees, The Advertiser Company has determined that there is no evidence it ever released hazardous substances into the environment at the Capitol City Plume Superfund Site ("Site or "Capitol Site"). Contrary to the assertions of the United States Geological Survey



("USGS") in its report on the Capitol Site, The Advertiser Company did not use chlorinated solvents, including TCE or PCE, to clean or maintain its presses at 200 Washington Avenue or 116 South McDonough Street. All available evidence indicates that The Advertiser Company used kerosene, mineral spirits, and a petroleum-based blanket wash to clean its presses. The Advertiser Company's determination that it did not use PCE to clean its presses is not unexpected because PCE was rarely used for such purposes in the newspaper printing industry.

Following a review of hundreds of material safety data sheets of products used by The Advertiser Company for a wide variety of purposes, only one product containing 10% PCE, was discovered. There is no evidence that this product, designed for use in small quantities to clean film, could have resulted in any PCE release to the environment. Similarly, between 1963-1977, a small amount of TCE was used to activate glue on rolls of paper at 200 Washington Avenue, but there is no evidence this use resulted in TCE release to the environment. TCE and PCE were not found in any other product used by The Advertiser Company. And as confirmed by The Advertiser Company's and EPA's interviews of current and former employees, excess blanket wash, ink sludge, and other liquid wastes were collected in empty drums and transported offsite by a contractor. There is no evidence that waste solvents were ever disposed down drains or sewers at 200 Washington Avenue or 116 South McDonough Street.

Groundwater, soil, soil-vapor, and dendrochemistry data collected at the Capitol Site show that PCE and BTEX, the primary contaminants of concern at the Capitol Site, are not above applicable standards anywhere within several blocks of 200 Washington Avenue and 116 South McDonough Street. The same is true of TCE. The highest levels of contamination at the Capitol Site, and likely sources of that contamination, are nowhere near the former Advertiser properties.

Moreover, there is no potential pathway for contamination from 200 Washington Avenue or 116 South McDonough Street to the rest of the Capitol Site. Groundwater flows northwest from 200 Washington Avenue and the highest groundwater concentrations are cross-gradient (northeast). The sanitary sewers flow north and west and do not cross Dexter Avenue. The stormwater sewer lines are likewise north and west and do not flow to the area of highest groundwater concentration. In its report, the USGS theorized that contamination must have resulted from leaking sewers. But USGS's evaluation of groundwater pH and chloroform to support this theory is flawed and inconsistent with historical sampling and does not indicate a significant sewer leak. Regardless, whether the sewers leaked or not is irrelevant because there simply is no sewer, stormwater, or groundwater pathway from The Advertiser Company's former properties to the RSA Chiller Plant site and other downgradient areas of elevated groundwater contamination.

The USGS report's possible identification of TCE in a tree (tree 64) at the corner of Washington Avenue and South Lawrence Street likewise does not implicate The Advertiser Company in contamination found in other distant locations at the Capitol Site. USGS's attempt to quantify TCE and PCE levels collected from trees at the Capitol Site, including its use of a hotel microwave on collected samples, is at odds with established scientific methods for collection and evaluation of tree core data. The questionable sampling methods used by the

USGS resulted in two possible detections of TCE in tree 64 of more than an order of magnitude of difference. USGS has not re-sampled this tree and the minimal sampling data upon which the USGS report depends is simply not reliable. But even if USGS's tree sampling methods and data were sound, under generally accepted assessment standards, phytoforensics may be used as a screening tool to identify the presence of contaminants, but cannot be used to identify a potential source of contamination. Apart from speculation, the USGS has not provided any evidence of a contamination pathway between the press room at 200 Washington Avenue and tree 64.

Moreover, the effort to tie this isolated potential source of TCE to The Advertiser Company is at odds with an objective evaluation of soil, soil gas, and groundwater data collected at the Capitol Site over the past twenty years. TCE has not been found above applicable standards in recent groundwater and soil samples anywhere within several blocks of the sampled tree and TCE is likely not even a contaminant of concern at the Capitol Site. The USGS's attempt to tie unsubstantiated TCE contamination in one isolated location to other contaminants in multiple, distinct locations across the entire Capitol Site is unsupported by the evidence and calls into question USGS's admittedly unusual, and possibly unprecedented, role in performing sampling, evaluating technical data, and making recommendations to EPA at the Capitol Site.

Groundwater, soil, soil gas, and dendrochemistry data collected by EPA, ADEM, and USGS reveals multiple, distinct plumes of PCE and BTEX contamination across the Capitol Site, likely from local dry cleaners, gas stations, and other sources. This data is consistent with EPA's evaluation of the Capitol Site prior to USGS's involvement, and EPA's conceptual site model from the 1990s. As EPA's remedial project manager at the Capitol Site, Humberto Guzman, wrote in a March 1999 memo: "The City of Montgomery's groundwater is contaminated with tetrachloroethylene [PCE], which is suspected to come for dry cleaners, and BTEX which probably comes from gasoline stations." That the contamination at the Capitol Site is unrelated to The Advertiser Company's operations is also consistent with an independent environmental consultant's Phase II testing of The Advertiser Company's properties in 2003, prior to their sale to The Montgomery County Commission. The County's environmental consultant tested for PCE, BTEX, and MTBE at the properties and concluded: "Based on the scope of testing we have performed, it does not appear that the soil or groundwater at [The Advertiser Company properties] are contaminated with the pollutant compounds that are associated with the Capitol City Plume."

The Advertiser Company is not the source of any contamination, let alone the contamination found in multiple, distinct locations across downtown Montgomery.

Supplemental Responses

For your convenience, the Section 104(e) questions are repeated below and followed by The Advertiser Company's supplemental responses.

General Objections

The Advertiser Company objects to the production of any documents unrelated to the Capitol Site on the grounds that EPA's requests are unreasonable in scope, overly broad, and unduly burdensome, and to the extent that the requests seek documents protected by the attorney-client privilege or as work product, or that are already in EPA's possession or otherwise publicly available.

The Advertiser Company objects to these requests to the extent such requests do not relate to the investigation of the release or threatened release of hazardous substances, pollutants, and contaminants at the Capitol Site. The Advertiser Company also objects to these requests as vague and ambiguous, overly broad, unintelligible, and unduly burdensome, and not limited to a relevant time period.

Notwithstanding these objections, and expressly subject thereto, The Advertiser Company responds to the requests listed below.

Requests

- 1. Identify the person(s) responding to these questions on behalf of the Newspaper.
 - Response to 1. Subject to the General Objections, this response was prepared by Latham & Watkins LLP on behalf of The Advertiser Company.
- 2. For every question contained herein, identify all persons consulted in the preparation of responses.

Response to 2. Subject to the General Objections, the following individuals were consulted:

- Kevin Blurton, former Production Director, The Advertiser Company
- Wes Gainey, Pressman, The Advertiser Company
- Ed McGarr, Pressman, The Advertiser Company
- Dennis Hall, Pressman, The Advertiser Company
- Tony McCord, Pressman, The Advertiser Company
- Marcus Riley, former Facilities Manager, The Advertiser Company
- Wayne Powell, former Pressroom Manager, The Advertiser Company (retired)
- Scott LaFuria, Controller, Tallahassee Democrat
- Mike Gatherwright, production director, Greenville (SC) News, former production director, The Advertiser Company
- Dennis Czieszynski, former Production Director, The Advertiser Company (retired)
- Sonja Reep, Commercial Print Manager, The Advertiser Company
- Jeff Alexander, Pressman, The Advertiser Company

- Bill Searcy, former pressman, The Advertiser Company (retired)
- Michael Ratcliff, Director of Engineering and Construction Management, US Community Publishing Division, Gannett Co., Inc.
- William Hagan, former employee, The Advertiser Company (retired)
- 3. For every question contained herein, identify all documents consulted, examined, or referred to in the preparation of the response that contain information responsive to the question, and provide true and accurate copies of all such documents.

Response to 3.

Subject to the General Objections, in this supplemental response, The Advertiser Company will provide, as noted, documents relied upon and referenced which have not been previously provided, which are not subject to applicable attorney-client and attorney work product privileges, and which are not otherwise publicly available.

Certificate of Dissolution of The Advertiser Company, March 7, 1963 (attached).

Warranty Deeds from 1966 (previously provided).

Documentation regarding the removal of waste materials from the facility by Safety-Kleen between 1998 and 2002 (attached).

Shipping documents for the purchase of photographic film, fixer, plates and developer from Konica Imaging USA, Inc., 1999 and 2002 (previously provided).

Receipts for drums of scrap film and silver flake sold to Parker Service Co., 1999-2000 (previously provided).

MSDS for Safety-Kleen Premium Solvent, February 1994 (previously provided).

MSDS for Prisco or Printers' Service, UC-50 Blanket and Roller Wash (attached).

MSDS for Tower, Presto! 1-2-3, November 19, 1994 (attached).

MSDS for Varn, Wash V-120, August 28, 1996 (attached).

MSDS for Rycoline, Blanket Swell, July 17, 1997 (attached).

MSDS for NENSCO Freedom Wash, June 1994 (previously provided).

MSDS for Film Kleen, May 1996 (attached).

Non-disclosure Agreement regarding Environmental Records between the Montgomery County Commission and The Advertiser Company, June 26, 2000 (previously provided).

Letter from Gannett to Montgomery County Commission transmitting relevant pages from the Environmental Review of Multimedia, Inc. (referenced above), June 27, 2000 (previously provided).

A purchase order for Safety-Kleen to test rainwater/elevator lubricant mixture in order to prepare a disposal profile (previously provided).

Receipts for shipments of demolition wastes sent to the Montgomery County Landfill, 2002 (previously provided).

Letter from Montgomery County Commission to Scott Brown, Publisher of the Montgomery Advertiser, regarding environmental issues at 200 Washington Avenue, March 3, 2002 (attached).

Memo of Understanding between Montgomery County Commission and the Advertiser Company regarding the sale of 200 Washington Avenue and the parking lot, October 2002 (attached).

Purchase and Sale Agreement between The Advertiser Company (Seller) and the Montgomery County Commission (Purchaser) for 200 Washington Avenue, 116 South McDonough Street, and 115 South McDonough Street, June 2003 (previously provided).

Documents relating to removal of documents from 200 Washington Avenue in June 2003 (previously provided).

A single page from what appears to be an appraiser's report regarding the three parcels sold to the Montgomery County Commission in 2003 (previously provided).

Environmental Site Assessment for 200 Washington Avenue, 116 South McDonough Street, and adjacent parking lot, prepared by Environmental-Materials Consultants, Inc. for the Montgomery County Commission, August 12, 2003 (previously provided).

Records Retention Policy, The Advertiser Company, current (previously provided).

September 20, 2011 EPA Interview summary of Dennis Czieszynski (attached).

Materials produced by the United States Environmental Protection Agency pursuant to a Freedom of Information Act request on September 15, 2011; October 25, 2011; December 20, 2011; February 2, 2012; and February 28, 2012. (These documents are in EPA's possession and are available to the public.)

Materials produced by the State of Alabama pursuant to an Alabama Open Records Act request on August 4, 2011. (These documents are in Alabama's possession and are available to the public.)

4. Has the Newspaper ever owned any property located either on Washington Avenue or elsewhere within the Site area?

Response to 4.

Subject to the General Objections, The Advertiser Company owned the following properties:

- The Advertiser Building, 200 Washington Avenue, Montgomery, Alabama
- Parking Lot, 115 South McDonough Street, Montgomery, Alabama ("the parking lot")
- Associated Press Building (aka the API-UPI building, or the Annex), 116
 South McDonough Street, Montgomery, Alabama

NOTE: The former Advertiser Building, 200 Washington Avenue, Montgomery, Alabama, is located on the corner of Washington Avenue and South Lawrence Street. This building is currently known as 107 South Lawrence Street.

5. If yes, state the dates of ownership and provide copies of all documents evidencing or relating to such ownership, including but not limited to purchase and sale agreements, deeds, etc.

Response to 5.

Subject to the General Objections, The Advertiser Company owned the properties at 200 Washington Avenue and 115-116 South McDonough Street from March 7, 1963 until September 24, 2003. It is unclear when the building at 116 South McDonough Street was constructed, but it is believed to have been sometime in the 1980s.

6. Has the Newspaper ever leased and/or operated on any property located either on Washington Avenue or elsewhere within the Site area?

Response to 6.

Subject to the General Objections, The Advertiser Company did not lease property within the Site area.

7. If yes, state the dates of operation and/or leases and provide copies of all documents evidencing or relating to such operation and/or lease.

Response to 7.

Not applicable.

8. Describe the nature of your activities or business conducted on either Washington Avenue or elsewhere within the Site area.

Response to 8. Subject to the General Objections:

The Advertiser Company's operations at 200 Washington Avenue consisted of publishing and printing. For a time, The Advertiser Company published and printed (using the same staff and equipment) an evening newspaper known as the Alabama Journal; the Alabama Journal ceased publication in 1993. For some period of time, ending in 1996, The Advertiser Company owned all or some of the shares of a company known as Service Engraving, Inc. which also operated at 200 Washington Avenue until 1996; Service Engraving, Inc. provided "stereotyping" services (preparing photos for inclusion in print documents).

The Advertiser Company operated a small printing operation on the ground floor of 116 South McDonough Street. This operation primarily printed materials for in-house use by The Advertiser Company, although printing was also performed for third parties. Examples of the types of materials printed include flyers, notecards, receipts and other office supplies. The operation had two or three small sheet fed machines and the maximum size for printed materials was 11 x 17. For larger printing needs, The Advertiser Company used Brown Printing.

Provide a thorough explanation of the printing process at the Newspaper. This
explanation should include but not be limited to a description of the chemicals used in the
printing operation and a description of how the various chemicals are/were handled or
disposed.

Response to 9. Subject to the General Objections:

200 Washington Avenue

1963 through 1977

The Advertiser Company operated an 8-unit Goss headliner letterpress from 1963 until September 1977.

This press used petroleum-based inks provided primarily, at least in the latter years, from Huber Ink. Small amounts of colored inks were used from time to time to print advertisements.

The presses were wiped clean with rags moistened with mineral spirits (1963-64) or kerosene (1964-1977). Individual parts were also sometimes cleaned with mineral spirits or kerosene. No "blanket wash" was used to clean or operate this press. There is no evidence PCE or TCE were used to clean or operate this press.

Lubricant from the press was manufactured, at least for a time, by Standard Oil.

TCE was applied to the outer edge of paper rolls in order to activate a glue so a new roll of paper could be attached to an old roll without stopping the press. The TCE was stored in a stationary tank with a capacity of approximately 30 gallons. The tank was located on the basement level of the building next to the end of the press where paper reels were loaded onto the press. The tank was filled approximately once a year via a remote fill port outside the building. Approximately 30 gallons of TCE was used a year. There was no waste TCE generated from this process.

As was the custom at the time, this press used zinc plates, and later lead plates, that were created by use of a linotype machine and the process known as "hot metal," "hot lead" and/or "hot type."

1977 through 1997

From 1977 through 1997, The Advertiser Company operated a 9-unit lithographic "Cosmo" offset press. "Chemicals" used in the 9-unit lithographic offset printing process included:

<u>Black, Yellow, Red and Blue Inks</u> – Inks were purchased from suppliers including but not limited to "The Ink Company," JM Huber, and Flint Ink. The press used petroleum-based inks until the early 1990s. In the early 1990s, the paper began using soy-based inks; from that time forward, approximately 90% of the inks used were soy-based and 10% were petroleum-based.

Black ink was stored in a 3200 gallon stationary aboveground tank located in the ink room adjacent to the pressroom. The AST was filled via a remote fill port outside the building, using a truck and hose. It was standard practice for the ink vendor to place a paper newspaper wrapper around the hose during fills to catch

any drips. The AST was located on a concrete floor and the small room had concrete block walls. There were no floor drains in the room housing the AST.

Colored inks were delivered to the paper in 55 gallon drums, five gallon buckets and/or $2\frac{1}{2}$ gallon buckets. The 55 gallon drums and the buckets were stored in the same room as the black ink tank.

Some of the excess ink recovered from the printing process was accumulated in empty 5 gallon ink buckets in the AST room. When the buckets became full, the accumulated ink, whether black or colored, was emptied into the black ink tank. In addition, some of the waste ink was stored in 55 gallon drums.

Any drums of waste ink were removed from the property for recycling or disposal each month; the typical monthly pickup consisted of one drum or one partial drum of waste ink.

Blanket Wash—The Advertiser Company used blanket wash between 1977-1997. Between 1977 and the early 1990s, The Advertiser Company used UC-50, a petroleum-based blanket wash sold by Prisco or Printers' Service. The MSDS for UC-50 is attached and clearly indicates it did not contain PCE or TCE. After The Advertiser Company discontinued use of UC-50, it ordered trial blanket washes from a few manufacturers. The MSDSs for these products are attached and show that none of these blanket washes contained TCE or PCE. In the early 1990s, The Advertiser Company selected "Freedom Wash" from NENSCO, as its new blanket wash. The MSDS for "Freedom Wash" has previously been provided and it clearly indicates that it did not contain TCE or PCE. Blanket wash was delivered to the paper and stored by the paper in 55 gallon drums. The drums were stored on the pressroom floor. When a drum was in use, a hand pump was attached to the top of the drum and the blanket wash was dispensed by this pump into handheld buckets. The pressman cleaned the press by dipping rags into the buckets, squeezing out excess, then wiping down the press parts. Used rags were stored in a 55 gallon drum or a canvas hopper and then sent offsite for laundering. For one to two years, the used rags were laundered onsite. As confirmed by EPA's September 2011 interview of Dennis Czieszynski, to the extent there was residual blanket wash, it was collected in drums and sent offsite for disposal every three months. The MSDS for all of the blanket washes used by The Advertiser Company clearly indicate that they did not contain TCE or PCE.

<u>Fountain Solution</u>—Fountain Solution, typically "Liquid Gold" brand, was usually purchased, in concentrated form, from NENSCO. Fountain solution was delivered to the paper and stored in 5 gallon plastic pails. The pails were typically stored in the reel room. The concentrate was mixed with water in a corner of the reel room prior to use. The fountain solution was used in a closed, circulating system within the press; the press blankets rotated through fountain

solution in order to clean residue from the plates during printing. Once a month, the fountain solution was drained from the system to a pit that contained a pump and a drain connected to the sanitary system. Water was run through the system and then drained to the pit. Finally, fresh fountain solution was prepared and the system was re-filled. There is no evidence the fountain solution contained PCE or TCE.

<u>Press Lubricant</u>—The press was lubricated with light weight lubricant manufactured by Chevron; perhaps once a lubricant from DuBois was tried. Once a year or so, the lubricant was replaced. Used lubricant was drained from the press into 55 gallon drums and removed from the property for recycling or disposal. There is no evidence the press lubricant contained PCE or TCE.

<u>Film and Film Processing Chemicals</u>—The Advertiser Company used photographic films, photographic developer, photographic fixer, and other related materials to create images of pages. Scrap film was sold. Used film-related chemicals were treated to remove silver and then drained to the sanitary sewer. There is no evidence film-related chemicals contained PCE or TCE.

<u>Plate Developer and Plate Cleaner</u>—In later years, these products were typically manufactured by Western Litho. These products were stored in the basement, on a concrete floor, next to the plate room. Used plate processing chemicals were drained to the sanitary sewer. There is no evidence these plate processing chemicals contained PCE or TCE.

<u>Film Kleen</u>—This product was used to remove smudges and lint from film and glass. An aerosol version of this product was used in small quantities. One supplier of this product, Anchor Lithkemko, had a formulation that contained 10% PCE, but there is no evidence the small quantities of aerosol used could have resulted in a release to the environment.

<u>Parts Wash</u>—Parts were washed manually in a homemade metal vat containing mineral spirits, kerosene, or blanket wash. The fluid on the parts was, on occasion, drained into a 55-gallon drum and disposed of off-site. In the early 1990s, Safety-Kleen installed a parts washer with a recirculating pump. Safety-Kleen would periodically empty the cleaner from the parts washer and add fresh cleaner. Safety-Kleen removed the used cleaner from the property for disposal. There is no evidence the parts wash contained PCE or TCE.

<u>Copper Cleaner</u>—Every six months or so, the facility would purchase one 24-28 ounce plastic bottle of copper cleaning solution to clean the copper drums in the press. The bottle was stored on a table in the roller room, which had a concrete floor and no floor drain. There is no evidence the copper cleaner contained PCE or TCE.

<u>Used Rags</u>—Employees interviewed by The Advertiser Company and by EPA confirmed that used rags were laundered by a vendor, except for a period of 13-24 months, in the late 1980s or early 1990s, when a washing machine operated onsite. The washing machine was used to wash rags. On one occasion there was a back-up and the washing machine discharged on the floor and the employees mopped it up.

<u>Other Products</u>—Newspaper Pressrooms commonly use many additional products in small quantities, as evidenced by product lists advertised on press supply websites. There is no evidence these products contained PCE or TCE.

116 South McDonough Street

The Advertiser Company operated the following at this location:

- 19 x 25 omni single color press
- AD Dick 385 T-head press
- Small duplicator presses Multi-lif 1250

These were low through-put, single sided, sheet-fed presses which resembled office duplicating equipment. Presses of this size and nature often use about 100 pounds of ink a year. The paper purchased inks from suppliers including Victory Ink in Birmingham, Alabama. At least in the latter years, the ink was soy-based. The ink came in 5 pound aluminum cans with plastic tape on the lids to prevent accidental opening. The cans were stored on steel shelves.

A small amount of glue was used when making notepads.

Approximately a pint a month of lubricant was used to lubricate the machinery. It was purchased in quart cans from convenience stores or other local retailers.

Paper was purchased in reams and delivered on pallets.

No blanket wash, solvents, fountain solutions, lubricants or other "chemicals" were used at this location. The printers were wiped clean with rags or newsprint.

10. Did you ever use, purchase, generate, store, treat, dispose, or otherwise handle any hazardous substances, including but not limited to those substances identified in Appendix A, while conducting any activities or business either on Washington Street or elsewhere within the Site area? If the answer to the preceding question is anything but an unqualified "no," identify:

- The chemical composition, characteristics, and physical state (e.g., solid, liquid) of each hazardous substance so transported, used, purchased, generated, stored, treated, disposed, or otherwise handled;
- ii. The person(s) who supplied you with each such hazardous substance;
- iii. How each such hazardous substance was used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
- iv. When each such hazardous substance was used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
- v. Where each such hazardous substance was used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you; and
- vi. The quantity of each such hazardous substance used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you.

Response to 10. Subject to the General Objections:

Zinc and Lead—From March 1963 until the late 1960s or early 1970s, the printing plates at 200 Washington Avenue were made from zinc, and then lead. Plates were created onsite using the "hot metal" process. Used plates were melted down and the material reused.

Aluminum—Starting in the 1970s, The Advertiser Company created printing plates from aluminum. The plates were purchased, stored in the pre-press area at 200 Washington Avenue, imprinted using a photographic process, attached to the press, removed from the press, placed in a cardboard box, then removed from the property by an Advertiser employee who delivered them to Sable Steel for recycling. No aluminum waste was generated.

Press, Film, and Other Products—Some hazardous substances were contained in cleaning, maintenance, and commercial products used by The Advertiser Company as described in Response 9.

11. Identify all federal, state and local authorities that regulate(d) your operations dealing with health and safety and environmental concerns during operations conducted on any property located either on Washington Avenue or elsewhere within the Site area.

Response to 11.

Subject to the General Objections, to the best of The Advertiser Company's knowledge and belief, the following agencies had direct contact with facility personnel:

- > The City of Montgomery Fire Department
- > OSHA
- > Montgomery Water Works & Sanitary Sewer Board

12. Provide a list of all local, state and federal environmental permits ever granted to the Newspaper or obtained on behalf of the Newspaper (e.g. RCRA permits, NPDES permits, etc.).

Response to 12.

The Advertiser Company held a conditionally exempt small quantity generator RCRA permit for its operations at 200 Washington Avenue (Permit # ALD983180084).

13. Describe acts or omissions of any persons other than your employees, agents, or those persons with whom you had a contractual relationship, that may have caused a release or threat of release of hazardous substances at the Site and damages relating therefrom, and identify such persons.

Response to 13.

Subject to the General Objections, The Advertiser Company has no knowledge of any acts or omissions of any persons that may have caused a release or threat of release of hazardous substances at the Site or of any damages relating therefrom.

- 14. Identify all past and present solid waste management units (e.g. waste piles, waste lagoons, ponds, pits, tanks, container storage areas, etc.) on any of the Newspaper's past or present property located either on Washington Avenue or elsewhere within the Site area. For each such solid waste management unit, provide the following information:
 - A map showing the unit's boundaries and the location of all known solid waste management units whether currently in operation or not. This map should be drawn to scale, if possible, and clearly indicate the location and size of all past and present units;
 - ii. The type of unit (e.g., storage area, landfill, waste pile, etc.), and the dimensions of the unit;
 - iii. The dates that the unit was in use;
 - iv. The purpose and past usage (e.g., storage, spill containment, etc.);
 - v. The quantity and types of materials (hazardous substances and any other chemicals) located in each unit;
 - vi. The construction (materials, composition), volume, size, dates of cleaning, and condition of each unit;
 - vii. If unit is no longer in use, how was such unit closed and what actions were taken to prevent or address potential or actual releases of waste constituents from the unit.

Response to 14.

Subject to the General Objections, there were no solid waste management units at either 200 Washington Avenue or 115-116 South McDonough Street during The Advertiser Company's ownership of the properties.

15. Describe the conditions of the Newspaper's physical facility at the Site during the years the Newspaper operated either on Washington Avenue or elsewhere within the Site area. Your response is to include but not be limited to the status of equipment (operating or dormant), general condition of the facility (e.g., leaking pipes, corroded drain or new piping installed), quality of maintenance (e.g., equipment in disrepair or inspected monthly), adherence to procedures (improper handling of chemicals, incomplete/absent policies, quality of supervision) and management of the facility.

Response to 15.

Subject to the General Objections, no employees interviewed reported observing any issues with 200 Washington Avenue or 115-116 South McDonough Street's infrastructure or equipment and no documents were identified relating to any such concerns.

- 16. Identify all leaks, spills, or releases into the environment of any hazardous substances, pollutants, or contaminants that have occurred at or from the Newspaper's physical facility during the years the Newspaper operated either on Washington Avenue or elsewhere within the Site area. In addition, identify:
 - a. When such releases occurred;
 - b. How the releases occurred (e.g. when the substances were being stored, delivered by a vendor, transported or transferred (to or from any tanks, drums, barrels, or recovery units), and treated;
 - c. The amount of each hazardous substance, pollutant or contaminant so released;
 - d. Where such releases occurred:
 - e. Any and all activities undertaken in response to each such release or threatened release, including the notification of any agencies or governmental units about the release;
 - f. Any and all investigations of the circumstances, nature, extent or location of each release or threatened release, including the results of any soil, water (ground and surface), or air testing undertaken;
 - g. All persons with information relating to these releases

Response to 16.

Subject to the General Objections, there is no evidence of leaks, spills, or releases into the environment of any hazardous substances, pollutants, or contaminants from 200 Washington Avenue or 115-116 South McDonough Street.

- 17. Was there ever a spill, leak, release or discharge of hazardous substances into any subsurface disposal system or floor drain inside or under the Newspaper's physical facility during the years the Newspaper operated either on Washington Avenue or elsewhere within the Site area? If the answer to the preceding question is anything but an unqualified "no," identify:
 - i. Where the disposal system or floor drains were located;
 - ii. Whether the disposal system or floor drains were connected to pipes;
 - iii. When the disposal system or floor drains were installed;
 - iv. Where such pipes were located and emptied;
 - v. When such pipes were installed;
 - vi. How and when such pipes were replaced or repaired; and
 - vii. Whether such pipes ever leaked or in any way released hazardous substances into the environment.

Response to 17. Subject to the General Objections:

There is no evidence of a spill, leak, release, or discharge of any hazardous substance into any subsurface disposal system or floor drain within the Site area; except:

- (1) black ink spilled by a trucking company in the street outside 200 Washington Avenue, which was not The Advertiser Company's legal responsibility;
- (2) a washing machine backup onto the floor of the basement of 200 Washington Avenue, which was promptly cleaned up.

The employees interviewed recalled no repairs to any underfloor piping at 200 Washington Avenue. There is no evidence the pipes leaked or otherwise released hazardous substances. The 116 South McDonough facility had no floor drains. The first level, where The Advertiser Company performed its printing operations, had no sinks, or other plumbing whatsoever.

- 18. Has any contaminated soil ever been excavated or removed from the Site? Unless the answer to the preceding question is anything besides an unequivocal "no," identify:
 - i. Amount of soil excavated:
 - ii. Location of excavation;
 - iii. Manner and place of disposal and/or storage of excavated soil;
 - iv. Dates of soil excavation;
 - v. Identity of persons who excavated or removed the soil:
 - vi. Reason for soil excavation:
 - vii. Whether the excavation or removed soil contained hazardous substances and why the soil contained such substances;

- viii. All analyses or tests and results of analyses of the soil that was removed from the Site;
- ix. All persons, including contractors, with information about (a) through (h) of this request.

Response to 18. Subject to the General Objections, a gasoline underground storage tank was removed from the parking lot located at 115 McDonough Street. To the best of The Advertiser Company's knowledge and belief, it had not leaked and soil was not removed.

19. Provide information and documentation concerning all inspections, evaluations, safety audits, correspondence and any other documents associated with the conditions, practices, and/or procedures at the Site concerning insurance issues.

Response to 19.

Subject to the General Objections, The Advertiser Company has not located any documentation of inspections, evaluations, or safety audits related to insurance issues.

20. Are you or your consultants planning to perform any investigations of the soil, water (ground or surface), geology, hydrology or air quality on or about the Site?

Response to 20.

Subject to the General Objections, The Advertiser Company does not plan to perform any investigations at either 200 Washington Avenue or 115-116 South McDonough Street.

Significantly, however, a soil and groundwater investigation was previously performed at these properties by Environmental Materials Consultants on behalf of the Montgomery County Commission. In 2003, in conjunction with the County's purchase of the properties, the County retained Environmental Materials Consultants to perform a Phase I Environmental Site Assessment and a Limited Phase II Environmental Site Assessment. The Phase I report, which was previously provided, concluded that there was no evidence of a release at the properties. The Phase II assessment consisted of soil and groundwater sampling from three monitoring wells outside the building and soil samples from seven cored sampling sites beneath 200 Washington Avenue. All samples were analyzed for BTEX (benzene, toluene, ethyl benzene and xylenes 0,m,p) PCE (tetrachlorethylene), and MTBE. Laboratory results indicated that all BTEX, PCE and MTBE samples were below the analytical detection limit of 5 ppb (parts per billion). The Phase II report, signed by Haines Kelley, P.E., concluded:

Based on the scope of testing we have performed, it does not appear that the soil or groundwater at the Montgomery Advertiser Building site are contaminated with the pollutant compounds that are associated with the Capitol City Plume.

The report also stated:

This assessment did not identify any information that leads me to believe the subject sites [The Advertiser properties] are a source of any environmental contamination.

As indicated in the response to Question 3, a copy of the Environmental Site Assessment was previously provided to EPA.

The Advertiser Company hired Geosyntec Consultants, Inc. to review the soil, water, soil vapor, and phytoforensic data gathered by EPA, USGS, the City of Montgomery and ADEM and develop a conceptual site model of the Capitol City Plume Superfund Site. A summary of this work was presented to EPA on March 15, 2012.

21. If so, identify:

- i. What the nature and scope of these investigations will be;
- ii. The contractors or other persons that will undertake these investigations;
- iii. The purpose of the investigations;
- iv. The dates when such investigations will take place and be completed; and
- v. Where on the Site such investigations will take place.

Response to 21. N/A.

22. Describe the Newspaper's waste handling and disposal history during the years it operated either on Washington Avenue or elsewhere within the Site area, for all facilities and all operations, including but not limited to transportation, shipping and/or receiving, storage, manufacturing, research, quality control, waste containment, and waste disposal facilities. This description is to include the names, addresses and activities of waste disposal contractors, and copies of all supporting documents (manifests, invoices, contracts, etc.).

Response to 22. Subject to the General Objections:

The Advertiser Company maintained dumpsters onsite for the disposal of non-hazardous trash at 200 Washington Avenue and 116 South McDonough Street. From 1981 to 1984 (and possibly before and/or after) The Advertiser Company had a contract with Waste Away Inc., for solid waste pickup. A disposal contractor periodically picked up drums of ink and liquid waste from 200

Washington Avenue. Between December 1998 and May 2002, Safety-Kleen removed various wastes from 200 Washington Avenue for treatment or disposal. Documents regarding these shipments are attached. In 2002, a number of shipments of construction and demolition debris were disposed of at the City of Montgomery Landfill. Receipts for these loads were previously provided.

See the responses to questions 9 and 10 for additional information on the disposal or recycling of specific materials or items.

- 23. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide us with the following:
 - i. All past and present document retention policies;
 - ii. A description of how the records were destroyed (burned, trashed, etc.) and the approximate date of destruction;
 - iii. A description of the type of information that would have been contained in the documents
 - iv. The name, job title and most current address known by you of the person(s) who would have produced these documents, the person(s) who would have been responsible for the retention of these documents; the person(s) who would have been responsible for the destruction of these documents; and the person(s) who had an/or still may have the originals or copies of these documents; and
 - v. The names and most current addresses of any person(s) who may possess documents relevant to this inquiry.

Response to 23. Subject to the General Objections:

When The Advertiser Company ceased its print operation at 200 Washington Avenue in 1997, facility records were stored either at 200 Washington Avenue or at a newsprint warehouse outside the Site area. In approximately 1999, the newsprint warehouse was sold, and most of the records there were destroyed by Shred Away, Inc. Records from the warehouse that were not destroyed were returned to 200 Washington Avenue.

After The Advertiser Company vacated 200 Washington Avenue in 2002, many older records were destroyed rather than moved to The Advertiser Company's new offices. Various documents evidencing document removal in 2003 were previously provided. The Advertiser Company was unable to locate any past document retention policies. A copy of the current retention policy has been provided.

Please let me know if you have any questions regarding this supplemental response.

Sincerely, Lay P. Henryl

Gary P. Gengel

of LATHAM & WATKINS LLP

cc: Stephen P. Smith (USEPA)

11/19/94

Tower Products, Inc., 2703 Freemansburg Ave., Easton, PA 18045 Information Telephone Number: 1-800-527-8626 or 215-253-6206 For Chemical Spill Emergency - Call 1-800-424-9300

SECTION 1. PRODUCT INFORMATION

Product Name: PRESSTO! 123 (Fast Drying Roller & Blanket Wash)

D.O.T. Designation:

Combustible Liquid, N.O.S., (Contains Naphtha, Solvent)

NA1993, PGIII

SECTION 2: HAZARDOUS COMPONENTS/IDENTITY INFORMATION

Hazardous Component CAS No. OSHA PEL % WT. ACGIH TLV OTHER OSHA

RATINGS STEL

Aromatic Hydrocarbon 64742-95-6 50-60 100 ppm

Aliphatic Hydrocarbon 64742-88-7 50-60 100 ppm

SECTION 3: PHYSICAL/CHEMICAL CHARACTERISTICS

Boiling Point: 310-348 degrees F. Specific Gravity: (Water =1) 0.825

Vapor Pressure: (mmHG, calculated) 8.0 at 20 degrees C.

Melting Point: N/A

Vapor Density: (Air =1, calculated) 4.5 Solubility in Water: Negligible

Appearance & Odor: Light colored liquid, petroleum odor

Maximum VOC Content: 6.9 lbs. per gallon (826 grams per liter)

Maximum VOC3: 100% (EPA Method 24)

SECTION 4: FIRE AND EXPLOSION DATA

Flash Point (Tag Closed Cup Method): 102 degrees F.

Flammable Limits (Calculated): LEL: 0.6%

Extinguishing Media: Use dry chemical or carbon dioxide.

Special Fire-fighting Procedures: Use self-contained breathing apparatus.

Unusual Fire and Explosion Hazards: Combustible liquid. Upon combustion, this product may form carbon monoxide and other organic compounds. Containers of this product may rupture from vapor pressure when exposed to heat from fire.

SECTION 5: REACTIVITY DATA

WARNING: Spontaneous combustion may occur with solvent soaked combustible materials such as paper, cotton, wool, etc. that are allowed to stand in a confined area.

Incompatibilty: Avoid strong oxidizing agents. Stability: Stable

Hazardous Decomposition or Byproducts: Carbon monoxide and other compounds during combustion.

Hazardous Polymerzation: Will not occur.

Conditions to Avoid: Avoid exposure to high heat sources, electrical and welding

arcs, and open flame. Also avoid strong oxidizing agents.

SECTION 6: HEALTH HAZARD DATA

Route of Entry: Inhalation, ingestion, skin

Health Hazards:

Acute: Overexposure may lead to central nervous system depression,

leading to headaches, nausea, and unconsciousness.

Chronic: Overexposure in high concentrations may produce central nervous

system depression.

Eye Contact: May lead to irritation. Skin Contact: May lead to dermatitis.

Ingestion: May lead to vomiting.

Carcinogenicity (NTP,, IARC, OSHA): The components of this product have not shown any evidence of carcinogenicity.

PRESSTO! 123 PAGE 2

Signs and Symptoms of Exposure: Overexposure may lead to dizziness, headaches, dermatitis, and eye irritation.



Medical Conditions Aggrevated by Exposure: Health studies have shown that many petroleum hydrocarbons pose potential health risks that vary from person to person, exposure to liquids, vapors, mists, or fumes should be minimized.

Emergency and First Aid Procedures:

For Skin Contact: Flush with large amounts of water, get immediate medical attention if necessary.

For Inhalation: Remove to fresh air, get immediate medical attention.

For Eye Contact: Flush with large volume of water, get immediate medical attention.

For Ingestion: Get immediate medical attention. Do not induce vomiting.

SECTION 7: PRECAUTIONS FOR SAFE HANDLING AND USE/REGULATORY INFORMATION Steps to be taken in case material is released or spilled:

Minor Spills: Absorb material with ground clay, vermiculite, or similar absorbent material, then place into containers for removal.

Major Spills: Dike and contain spill. Eliminate potential sources of ignition, and shut off source of spill if possible. Remove liquid by chemical vacuum, absorbent, or other safe and approved method and place into containers for legal disposal. Flush area with water to remove residue, and remove flushed solutions as above.

Waste Disposal Method: Dispose of all waste in accordance with federal, state and local regulations.

Regulatory Information:

This information may be useful in complying with EPA Regulation 40CFR302'CERCLA Section 102 and EPA Regulation 40CFR372'SARA313': This product contains approximately 0.75% ethylbenzene, 2.5% xylene, 2.5% cumene and 10.5% 1,2.4. Eximethylbenzene.

Precautions to be Taken in Handling and Storing: Ventilation in work area should be sufficient to maintain atmosphere with vapor level below lowest listed TLV in Section 2. If TLV's are exceeded, use a respirator with appropriate NIOSH approved cartridges or supplied air equipment. Keep containers closed when not in use. Combustible liquid--empty containers can be hazardous and contain explosive vapors.

HMIS RATINGS: Health Hazard: 2 Flammability: 2 Reactivity: 0 Personal Protection: B

SECTION 8: CONTROL MEASURES

Respiratory Protection: Needed if TLV's in Section 2 are exceeded. Use a respirator with appropriate NIOSH approved cartridges or air supplied equipment.

Ventilation: Local and mechanical exhaust recommended. Avoid open electrical sources near product vapor areas.

Protective Gloves: Chemical resistant gloves such as neoprene, nitrile rubber, polyvinyl alcohol. Eye Protection: Splash goggles or faceshield, are recommended to protect against potential eye contact.

Other Protective Clothing or Equipment: Safety shoes and aprons are recommended. Work/Hygienic Practices: Do not take internally. Avoid skin contact, and wash skin after using products. Do not eat, drink, or smoke in work area. Keep away from children.

after using products. Do not eat, drink, or smoke in work area. Keep away from children. FOR MORE INFORMATION, CONSULT TOWER PRODUCTS, I

THE INFORMATION HEREIN IS GIVEN IN GOOD FAITH, BUT NO WARRANTY, EXPRESS OR IMPLIED IS MADE.

Date Prepared: 5/16/96

Page: 1

ANCHOR LITHKEMKO 50 Industrial Loop North Orange Park, FL 32073

MEDICAL EMERGENCY PHONE NUMBER * (904) 264-3500 * This number is available days, nights, weekends, and holidays. TRANSPORTATION EMERGENCY PHONE NUMBER # (800) 424-9300 * Chemtrec.

This MSDS complies with 29 CFR 1910.1200, Hazard Communication Standard. Federal law requires persons receiving the Material Safety Data Sheet to study it carefully, become aware of hazards, if any, of the product involved. In the interest of safety you should: (1) notify your employees, agents, and contractors of the information on this sheet; (2) furnish a copy to each of your customers for the product; and (3) request your customers to inform their employees and customers as well.

FOR INDUSTRIAL USE ONLY

USE ONLY AS DIRECTED DO NOT TAKE INTERNALLY

SECTION I PRODUCT IDENTIFICATION

PRODUCT NAME: TIEM NEEDN PRODUCT NUMBER: 7042

DOT PROPER SHIPPING NAME: AEROSOL, FLAMMABLE

FILM KLEEN AEROSOL DT NUMBER: UN1950

DATE OF LAST HSDS SHIPMENT: N/A MBDS PREPARED BY: L.ANDERSON

HM IS INFORMATION:

Health - 2 Flammability - 4
Reactivity - 0 Personal Protective Equipment - B

HAZARD INDEX: 4 = Severe 3 = Serious 2 = Moderate 1 = Slight 0 = Least Safety Glasses & Gloves

	SECTION II	HA	AZ AR DOUS	ING	RE DI EN T	3	
INGREDIENT MATERIAL DESCRIPTION	CAS#	X BY WT.		ACGIH TLV(TWA) PPM		OSHA PEL PPM	OTHER LIMITS
PERCHLOR DETHYLENE	/127-18-4	/	10.30		25.00/	25.00/	
Syn: Tetrach loroethyle	ne/			/	/	/	STEL - 200 PPM
	/	/		1	/	7:	[ARC, NTP
	/	1		1	/	/0	CALIF. PROP. 6
	/	/		. /	/	/	TO CAUSE CANCE
METHYLENE CHLORIDE	/75-09-2	/	20.59	1	50.00/	500.00/	,
(Syn: Dich Loromethane)	/	/		/	/	/:	IARC, NTP
	/	/		1	/	/(CEILING-1000PP
	1	1		1	/	/0	CALIF. PROP. 65
3	/	1		/	/		TO CAUSE CANCER

---- INGREDIENT ----ACGIH OSHA X BY CAS# PEL MATERIAL DESCRIPTION WT. TLV(TWA) LIMITS PPM PPM /68476-86-8 / 25-35 A-46 PROPELLANT /NOT EST/NOT EST/ /NOT ESTABLISHE /1 10 -5 4 - 3 HEXANE 35.92 50.00/ 50.00/ /(PEL IS TWA) /STEL = 1000 PF ISOPROPYL ALCOHOL /67-63-0 (Syn.: IPA, Isopropanol)/ This product contains one or more reported carcinogens or suspected carcinggens which are noted NTP, IARC or OSHA-Z in the other limits recommended column. SECTION III PHYSICAL DATA 104.0 F Boiling Range: High- 250.0 Low-Vapor Pressure: NOT AVAILABLE Vapor Density: HEAVIER THAN AIR vaporation Rate: FASTER THAN BUTYL ACETATE pight lbs./gal.: 6.3 Method 24 VOC: 69.1% BY WEIGHT Physical State: GAS Appearance: COLORLESS Odor: SOLVENT pH: N/A Water Solubility: 0%

California SCAQMD Rule 102: NONPHOTOCHEMICALLY REACTIVE

#7107440

07/17/97

PAGE

DATE PRINTED: 08/15/97

PRODUCT MAKE:

MARKET WELD

PRODUCT CODE: DOCUMENT NUMBER: HANUVACTURER:

7107440

POMNULA:

7207440

EFFECTIVE DATE:

RYCOLINE PRODUCTS, INC.

\$540 NORTHWEST HIGHWAY

CHICAGO, IL 60630 (773) 775-6755

EXERGENCY PHONE: CHEMTREC 1-800-424-9100

HABARDOUS IMPREDIENTS

	CHENTCAL	CAS	PERCENTAGE	SARA III
1.	ARONATIC 150 SOLVERT THIS CHEMICAL CONTAINS:	64742-94-5	10-15	NO
	MAPRIMALENE	91-20-3	10	YES
	LOTOERE	108-88-3	<0.01	YSS
2.	ALIPERTIC 140 SOLVERT	8052-41-3	60-45	NO
	1-METHOXY-2-PROPAROL ACETATE	108-65-6	30-40	# 0
4.	CYCLONEXAMOL	108-93-0	20-30	NO
5.	DIACETONE ALCOHOL	123-42-2	5-10	NO

FIRST AID PROCEDURES

IYI CONTACT:

Immediately flush with water for at least 15 minutes. Remove contact lenses. Get medical attention.

SKIN CONTACT:

Remove all contaminated clothing. Wash skin with womp & water, Get medical attention if indicated.

INEALATIONS

Resové victim to fresh air. Give actificial respiration or oxygen if needed. Get medical attention if indicated.

INGSSTICK:

If swallowed, call a physician immediately. Only induce vomiting at the instructions of a physician. Never give anything by mouth to an unconscious person.

FIRE and EXPLOSION MASARD INFORMATION

FLASK POINT, Degrees F, method: T.C.C. AUTOIGNITION TEMPERATURE...Unknown

#7107440 PAGE

CONTINUED

FIRE and EXPLOSION HAZARD INFORMATION

EXPLOSIVE LIMITS IN AIR.... Unknown EXTINGUISMING ACRES: Use the following media when fighting fires:

Water spray/fog, CO2, Dry chemical, Foam

SPECIAL FIRE FIGHTING INSTRUCTIONS:

Use self-contained breathing apparatus & protective clothing

UNUSUAL FIRE AND EXPLOSION HAZARDS:

Do not flame out, weld or saw empty container.

REACTIVITY INFORMATION

STABILITY: Stable

COMDITIONS TO AVOID:

Heat, sparks and open flames INCOMPATABILITY (Neterials to avoid):

Strong oxidising agents MASARDOUS DECOMPOSITION PRODUCTS:

Oxides of carbon upon combustion.

HASARDOUS POLYMERIZATION:

Will not occur.

HANDLING and STORAGE PRECAUTIONS

ELE PROTECTION:

Chemical safety splash goggles.

SKIN PROTECTION:

Neoprens or natural rubber gloves should be worn.

VENTILIATION REQUIREMENTS:

General mechanical ventilistion of area is recommended.

RESPIRATORY PROTECTION:

MIOSH recommended, if above TLV.

STORAGE PRECAUTIONS:

Protect against physical damage to containers. Store in a cool, well ventilated area. Reep away from heat and oxidising materials. Keep out of the reach of children. For industrial use only.

SPILL / DISPOSAL PROCEDURES

LARGE SPILLS:

Contain spill and pump to suitable container. Wash area with suitable detergent and water. Thoroughly rines area with water.

SMALL SPILLS:

Use absorbent material to collect spill and put in appropriate container for disposal. Wash area with suitable detergent and water. Thoroughly rinse area with water. DISPOSAL METEOD:

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PAGE

3

SPILL / DISPOSAL PROCEDURES

CONTINUED

Use appropriate container and dispose in an approved, licensed site / facility.

NOTE: Dispose of all westes in accordance with federal, state and local regulations.

In case of emergencies involving a spill, leak, fire, exposure, or accident, call CRENTREC 1-800-424-9300

MEALTH MARABOS

PAINARY ROUTE(s) OF EXPOSURE: Eyes, skin and inhalation

EYE CONTACT: Froduct may cause the following: Noderate irritation on contact, vapors may also be

irritating.

FRIN CONTACT: Product may cause the following:
Severe irritation possible. Prolonged or repeated contact
with product may cause dermatitis.

SKIN ABSORPTION:

Cyclohexanol may be absorbed through the skin.

IMPALATION: Product may cause the following: Irritating to the nose and throat. Headaches, central

nervous system depression and nauses possible.

INCESTION: Product may sense the following: Irritating to the digestive tract and may cause headaches,

central nervous system depression and nausea. CHROWIC EFFECTS OF OVEREXPOSURE:

Skin discuss

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:

Skin disease and lung disorders.

OTHER INFORMATION:

Intentional misuse by deliberately concentrating and inhaling the contents, may be harmful or fatal. Prolonged or repeated oversuposure to this product may cause head-aches, nauses and central nervous system depression or

damage.

Carcinogenicity:

The ingredients of product have not been identified

as a carcinegen by: OSHA HTT

EXPOSURE LIMITS:

#7107440

unknown

PAGE

ELLT	N HASARDS ·		CONTINUED
	CHRICAL	acoin/tlv	oska-pel
_		***	*****
1.	ARCHATIC 180 SOLVENT	100 ppm (TWA	100 ppm
	Paperralens Toluens	10 ppm none established	10 ppm none established
2.	ALIMATIC 140 SOLVENT	100 ppm (TWA)	100 ppm (TWA)
3.	1-METHOXY-3-PROPANOL ACETATE	not established	not established
	CYCLONENAMOL	SC ppm (TWA)	50 ppm (TWA)
\$.	DIACETONE ALCOHOL	50 ppm (TWA)	50 ppm (TWA)
70	XICITY DATA:		
_	CHENICAL	LDSO RAT, orel	LCSO RAT. Inh
1.	ARCHATIC 150 SOLVENT THIS CHEMICAL CONTAINS:	>5 q/kq	unknown
	Kaphinalene	unithown	unknown
•	SOTORIS	unknown	unknown
1.	ALIPHATIC 140 SOLVENT	>35 ML/KG	>700 ppm/4M
3.	1-METHOXY-2-PROPANCL ACETATE	6532 mg/kg	unknown
4.	CYCLOREXANOL	2040 mg/hg	unknown
		mpr 119	

ADDITIONAL INFORMATION:

5. DIACETONE ALCOHOL

EFA beserdous waste number for Naphthelene is U165. CHILING LIKITS: 1800 mg/m3/15 min.

unknown

CALIFORNIA PROPOSITION 65 ********

WARNING: California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). This product contains chemical(s) known to the State of California to cause cancer and reproductive harm:

CANCER

REPRODUCTIVE

PENSENS

TOWNER

PHYSICAL / CHEMICAL PROPERTIES

APPEARANCE AND ODOR: Soft hasy gel, strong sronatic odor pH: Not applicable erecific GRAVITY (water-1): 0.930 VAPOR PASSURE (make at 68 deg. F): Not available

PAGE

MATERIAL SAFETY DATA SHEET

#7107440

CONTINUED

5

PHYSICAL / CHEMICAL PROPERTIES

VAPOR DENSITY (sir=1): Not available

SOLLING POINT (degrees P): Not available

HELLING POINT (degrees P): Not applicable

SOLUBILITY IN WATER: Complete

EVAPORATION RATE (n-butyl acetate - 1): Not available

PERCENT VOLATILITY BY WEIGHT (incl. water): 100

VOC (lb/gal): 7.78 (1004)

requiatory impormation

11/18/87 08:38 **37737789414**

Sars Title III, see. 313 40CFR172: See "Hesardous Ingredients" Section (Note: the percentages given in that section are by weight (w/w)).

Chemical Control Lew Status: All components of this product are listed or are excluded from listing on the U.S. Toxic Substance Control Act (TSCA) Chemical Substance Inventory.

VOC (volatile organic compound) information is in "Physical \ Chemical Preparties" Section.

TRANSPORTATION and LABELING INFORKATION

DOT SHIPPING MAKE! HARARDOUS CONTENTS: DOT HASARD CLASS: ID NUMBER: PACKACING TYPE:

mais rating: Health - Flammability - Reactivity: 2-2-0 scale: 0-no hazard, 1-minimal, 2-moderate, 3-high, 4-extreme

END OF DOCUMENTS

NOTE: This NEDS supercedes all previously dated MSDS for this product.

DISCLAIMER: The information in this document is believed to be ogreet as of the date issued. However, no warranty of merchantability, fitness for any particular purpose, or any other varranty is expressed or is to be implied regarding the socuracy or completeness of this information, the results to be obtained from the use of this information or the product, the safety of this product, or the hazards related to its use.

END OF DOCUMENT

UC 50 WASH Page:

PRODUCT NAME: UC 50 WASH HMIS CODES: H F R P

PRODUCT CODE: A761

CHEMICAL NAME: BLANKET AND ROLLER WASH

MANUFACTURER'S NAME: PRINTERS' SERVICE
ADDRESS: 26 Blanchard Street

Newark, New Jersey 07105

EMERGENCY PHONE : 1-800-424-9300 LAST REVISION : 08/07/00 **INFORMATION PHONE** : 1-973-589-7800 **DATE REVISED** : 01/30/01

PREPARER : ENVIRONMENTAL DEPT.

	SECTION	II	-	HAZARDOUS	INGREDI	ents/sara	III	INF	ORMAI	'ION	=======
							VAPOR	PRESS	ure	WEIGH	Γ
REPORTABLE COMPONEN	uz					CAS NUMBER	anna H	g⊌T	EHP	PERCE	KT
ALIPHATIC PETRO DIS	STILLATE (C9 -	C11)				64742-48-9	2.7 mm	Hg 2	5 C	50 - 6)\$
PEL 100ppm: TLV 100ppm // LD50> 25m1/kg: LC50 700ppm/4hr											
ARCHATIC PETRO DIST	TILLATE (C8-C1	11)				64742-95-6	2.7mmH	g 2	5 C	30 - 4) %
PEL 100 ppm // LD50 4.7g/kg; LC50 3670 ppm/8hr											
* 2-BUTOXYETHANOL						111-76-2	0.6 mm	Hg 2	0 C	10 - 2) \$
PEL 25ppm: TLV 25ppm // LD50 1.746g/kg: LC50 800ppm/8hr // HAP reportable											
HONYLPHENOXYPOLY(E)	THYLENEOXY)ETH	NOL				9016-45-9	NO DAT	A N	D DATA	1 - 10	ľ

LD50 2.4g/Kg
* Indicates chemical(s) subject to the reporting requirements of section 313 of Title III and of 40 CFR 372. CAS# 64742-95-6
contains approximately 5% XYLENE (CAS# 1330-20-7) an HAP reportable which has a PEL and TLV of 100 ppm: approximately 4% CUMENE (CAS#
98-82-8). an HAP reportable which has a PEL and TLV of 50 ppm-skin: and approximately 27% 1.2.4 TRIMETHYLBENZENE (CAS# 95-63-6),
which has a PEL and TLV of 25 ppm. XYLENE. CUMENE AND 1.2.4 TRIMETHYLBENZENE are subject to the reporting requirements of section 313
OF SARA TITLE III.

======== SECTION III - PHYSICAL/CHEMICAL CHARACTERISTICS ==========

BOILING POINT : 315 F SPECIFIC GRAVITY (H20-1): 0.81

 VAPOR DENSITY : 4.5 (air = 1) .
 VAPOR PRESSURE : 2.5 mmHg
 at 20 C

 DRYING RATE : 0.25(nButyl Acet.=1)
 VOC : 6.66 lb/gal
 METHOD: EPA #24

PHOTOREACTIVE: YES H2D SOLUBILITY: SLIGHT
VOLATILES: 981 APPEARANCE: CLEAR

PHYSICAL STATE: LIQUID ODOR: MODERATE SOLVENT

FLASH POINT : 103 F METHOD USED: TCC

FLAMMABLE LIMITS IN AIR BY VOLUME- LOWER: 0.5 UPPER: 10.6

EXTINGUISHING MEDIA: CARBON DIOXIDE, FOAM, OR DRY POWDER (WATER MAY BE INEFFECTIVE)

SPECIAL FIREFIGHTING PROCEDURES : KEEP CONTAINER COOL. CONTROL COOLING WATER SINCE IT MAY TEND TO SPREAD BURNING MATERIAL.

UNITIBUTAL FIRE AND EXPLOSION HAZARDS: IF BOILING POINT OF SOLVENT IS REACHED. THE CONTAINER MAY RUPTURE EXPLOSIVELY AND IF IGNITED. GENERATE A FIREBALL.

STABILITY: YES IF NO CONDITIONS: .

INCOMPATIBILITY (MATERIALS TO AVOID): YES

IF YES WHICH ONES: STRONG OXIDIZER

HAZARDOUS DECOMPOSITION OR BYPRODUCTS: CARBON DIOXIDE, CARBON MONOXIDE ON IGNITION

HAZARDOUS POLYMERIZATION: NONE

INDICATIONS OF EXPOSURE:

INHALATION HEALTH RISKS AND SYMPTOMS OF EXPOSURE: HEADACHE. DIZZINESS. NAUSEA. VERY HIGH LEVELS OF VAPORS COULD CAUSE UNCONCIOUSNESS. SLIGHT IRRITATION OF THE MUCOUS MEMBRANE

UC 50 WASH

Page: 2

EYE CONTACT AND SYMPTOMS OF EXPOSURE: REDNESS OR BURNING SENSATION.

SKIN HEALTH RISKS AND SYMPTOMS OF EXPOSURE: REDNESS. ITCHING. IRRITATION ON OVEREXPOSURE.

INGESTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE: SEVERE GASTROINTESTINAL IRRITATION, NAUSEA, VOMITING AND DIARRHEA.

EMERGENCY AND FIRST AID PROCEDURES

IF IN EYES: FLUSH WITH WATER FOR 15 MIN. LIFT UPPER AND LOWER EYE LIDS. SEE A DOCTOR.

IF ON SKIN: WASH WITH SOAP AND WATER.

IF INHALED: REMOVE TO FRESH AIR. IF UNCONSCIOUS, USE ARTIFICIAL RESPIRATON.

IF INGESTED: DO NOT INDUCE VOMITING. SEE DOCTOR IMMEDIATELY TO PUMP STOMACH.

HEALTH HAZARDS (ACUTE AND CHRONIC):

EFFECT OF CHRONIC EXPOSURE: PROLONGED HIGH VAPOR EXPOSURE MAY CAUSE LIVER AND KIDNEY PROBLEMS.

EFFECT OF ACCUTE EXPOSURE: NONE

IN ALL CASES OF EMERGENCY AND FIRST AID, WE STRONGLY RECOMMEND A DOCTOR BE SEEN

CARCINOGENICITY: MTP CARCINOGEN: No IARC MONOGRAPHS: No OSHA REGULATED: No MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE: DEPMATITIS. MAY AGGRAVATE EXISTING LIVER AND KIDNEY AILMENTS.

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: VENTILATE AREA. KEEP AMAY FROM STRONG OXIDIZERS. HEAT. SPARKS OR OPEN FLAMES. PREVENT SPILL FROM SPREADING BY USING AN INERT MATERIAL. SUCH AS SAND. AS A DAM. KEEP OUT OF ALL MATERMAYS OR WATER DRAINS. DO NOT FLUSH AREA WITH WATER. FOR SMALL SPILLS USE ABSORBENT PADS. FOR LARGE SPILLS. CALL A SPILL RESPONSE TEAM. IF REQUIRED. CONTACT STATE/LOCAL AGENCIES.

WASTE DISPOSAL METHOD: PRODUCT SOAKED ABSORBENT SHOULD BE PLACED IN SEALED METAL DRUMS FOR DISPOSAL IN ACCORDANCE WITH LOCAL. STATE AND FEDERAL REGULATIONS.

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING: KEEP ANAY FROM STRONG OXIDIZERS. HEAT, SPARKS AND OPEN FLAMES. DO NOT OUT OR DRILL INTO AN EMPTY CONTAINER IN ANY WAY THAT MIGHT GENERATE A SPARK. SOLVENT RESIDUE IN THE CONTAINER COULD IGNITE AND CAUSE AN EXPLOSION, KEEP CONTAINER TIGHTLY CLOSED AND OUT OF THE WEATHER.

OTTELER PRIBCLAUTIONS: HE RECOMMEND THAT CONTAINERS BE EITHER PROFESSIONALLY RECONDITIONED FOR REUSE OR PROPERLY DISPOSED OF BY CERTIFIED FIRMS TO HELP REDUCE THE POSSIBILITY OF AN ACCIDENT. DISPOSAL OF CONTAINERS SHOULD BE IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS. "EMPTY" DRUMS SHOULD NOT BE GIVEN TO INDIVIDUALS.

EXPOSURE CONTROL AND PERSONAL PROTECTION:

RESPIRATORY PROTECTION: IF TLV IS EXCEEDED USE A GAS MASK WITH APPROPRIATE CARTRIDGES. CANNISTER OR SUPPLIED AIR EQUIPMENT.

VENTILATION: IF HORMAL VENTILATION IS INADEQUATE USE ADDITIONAL SYSTEMS.ESPECIALLY LOCAL VENTILATION. IF THE VAPOR LEVEL CAN APPROACH THE LEL - LOWER EXPLOSION LIMIT. USE EXPLOSION PROOF SYSTEMS.

PROTECTIVE GLOVES: USE SOLVENT RESISTANT GLOVES.

EYE PROTECTION: USE SAFETY GLASSES OR GOOGLES.

OTHER PROTECTIVE EQUIPMENT OR CLOTHING: NONE.

WORK/HYGIENIC PRACTICES: WASH SKIN/CLOTHES IF THEY COME IN CONTACT WITH THE PRODUCT. DO NOT WEAR CLOTHING WET WITH THE PRODUCT.

D.O.T HAZARD CLASSIFICATION: COMBUSTIBLE LIQUID- N.O.S.

THE INFORMATION AND RECOMMENDATIONS HEREIN HAVE BEEN COMPILED FROM OUR RECORDS AND OTHER SOURCES BELIEVED TO BE RELIABLE. NO HARRANTY, GUARANTY OR REPRESENTATION IS MADE BY PRINTERS' SERVICE AS TO THE SUFFICIENCY OF ANY REPRESENTATION. THE ABSENCE OF DATA INDICATES ONLY THAT THE DATA IS NOT READILY AVAILABLE TO US. ADDITIONAL SAFETY MEASURES MAY BE REQUIRED UNDER PARTICULAR OR EXCEPTIONAL CONDITIONS OF USE. WITH REGARD TO THE MATERIALS THEMSELVES, PRINTERS' SERVICE MAKES NO WARRANTY OF ANY KIND WHATEVER. EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DÍSCLAIMED.

This instrument prepared by and Upon recording return to: Owen L. Windle Haskell Slaughler Young & Rediker, LLC 1400 Park Place Tower 2001 Park Place North Birmingham, Alabama 35203

STATE OF ALABAMA)

MONTGOMERY COUNTY)

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of One Million Two Hundred Seventy Five Thousand and NO/100 DOLLARS (\$1,275,000.00) and other good and valuable consideration, paid in hand to The Advertiser Company, an Alabama corporation (herein called the "Grantor"), by the Montgomery County Commission (herein called the "Grantee"), the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, the following described real property, together with all improvements thereon, situated in Montgomery County, Alabama, to-wit:

See Exhibit A attached hereto and incorporated herein by reference.

SUBJECT TO:

See Exhibit B attached hereto and incorporated herein by reference.

And the Grantor does for itself, its successors and assigns, covenant with the Grantee, its successors and assigns, (i) that the above-described real property is free and clear from all encumbrances whatsoever created by, from, through or under the Grantor, and (ii) that the Grantor will forever warrant and defend the same, with the appurtenances thereunto belonging, unto the Grantee, its successors and assigns, against all lawful claims of all persons claiming by, through or under the Grantor, except as hereinabove stated.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, forever.

R715276.4

102

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on this Athena day of September 2003.

The Advertiser Company, an Alabama corporation

By: Dale A. Henn, Authorized Signatory

COMMONWEALTH OF VIRGINIA)
:
COUNTY OF FAIRFAX)

I, the undersigned authority, a Notary Public in and for said County in said Commonwealth, hereby certify that Dale A. Henn, whose name as Authorized Signatory of The Advertiser Company, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal, this Q T day of September 2003.

NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF VIRGINIA

My Commission Expires:

My Commission Expires February 29, 2004



R715274.4

EXHIBIT A

The South one-half of Lot No. 9 on the East side of South McDonough Street, between Washington and Adams Streets, said lot hereby conveyed measuring 27 feet on McDonough Street and extending back 100 feet, and being the same property conveyed by I. O. Anderson and wife to Nettie E. Lee, and by Nettie E. Lee and husband to Annie U. Chilton.

North half of Lot 9, on East side of McDonough Street in New Philadelphia and further described as commencing at a point on the East side of McDonough Street 110 feet South of the Southeast intersection of McDonough Street and Washington Street, thence East 100 feet, more or less, thence South 27 feet, thence West 100 feet, thence North along McDonough Street 27 feet to the point of beginning together with the right of way and use of a 10 foot alleyway opening on the East side of McDonough Street and lying in the rear and South of property owned by the Advertiser Company and immediately North and adjoining the Lot herein conveyed and extending East from McDonough Street 57 feet.

Lots 15, 16 and 17 on the south side of Washington Street, and Lot 9 on the east side of Lawrence Street in that part of the City of Montgomery, Alabama, formerly known as New Philadelphia.

Alley being located on South Lawrence Street approximately 102.0 feet south of the south margin of Washington Avenue, approximately 20 feet wide and running east and parallel with Washington Avenue 150 feet, more or less.

Those two certain lots located in the City and County of Montgomery, Alabama, described as follows, to-wit:

Commencing at the Southeast corner of Washington and South Lawrence Streets, running thence East along the South side of said Washington Street 75 feet, more or less, to the Northwest corner of property formerly known as Offutt property and later known as the Hill property, thence South 101½ feet, more or less, to an alleyway; thence West along the North side of said alleyway to South Lawrence Street to the point of beginning and being now known as Montgomery Journal property, and on which its main building and plant are situated.

And that certain lot adjoining the above described lot on the East, and further described as follows: Commencing at a point on the South side of Washington Street 75 feet, more or less, East of the Southeast corner of South Lawrence and Washington Streets, which point of beginning is the Northeast corner of the property known as the Montgomery Journal property; running thence East along the South side of Washington Street 75 feet, more or less, to a stone or cement post, which said post is 155 feet, more or less, West of the Southwest corner of Washington and McDonough Streets; running thence South 121½ feet, more or less, thence running West to a point 75 feet, more or less, from the East side of South Lawrence Street, which said point is the Southeast corner of an alleyway, running thence North to the point of beginning. Together with the right to use, occupy and enjoy said alley. Said alleyway is 20 feet wide and is South of and adjoining the property of the Montgomery Journal and runs from South Lawrence

Street in an Easterly direction; together with all buildings, structures and improvements thereon, and all rights, and easements in connection therewith.

Beginning at a point on the north side of Adams Avenue which is 109.6 feet west of the northwest corner of the intersection of Adams Avenue and Hull Street, which point is marked by the east side of a brick wall, and which point is also the southeast corner of Lot 24 on the north side of Adams Avenue in the square bounded on the north by Washington Avenue, on the east by Hull Street, on the south by Adams Avenue and on the west by McDonough Street. From said point of beginning run north along the east side of said brick wall for a distance of 159.8 feet to the rear of said Lot 24, which is marked by another brick wall and which is the northeast corner of said Lot 24, then run westerly along the south side of said brick wall as extended for a distance of 100.5 feet to the northwest corner of Lot 23 in said block, thence run in a southerly direction along the west side of said Lot 23 for a distance of 160 feet which line runs along the west side of an alley-way to a point on the north side of Adams Avenue; thence run easterly along the north of Adams Avenue for a distance of 101.21 feet back to the point of beginning; said property consisting of Lots 23 and 24 on the north side of Adams Avenue in the square bounded on the north by Washington Avenue, on the east by Hull Street, on the south by Adams Avenue and on the west by McDonough Street in that part of Montgomery, Alabama, formerly known as New Philadelphia.

Commencing at the southeast corner of the intersection of Washington Avenue and McDonough Street, running thence due East along the south side of Washington Avenue 57.35 feet, clearing the eaves of the house on the east side situated on said lot, thence south 99.95 feet to a ten foot alleyway, thence West along said alleyway 57.3 feet, more or less, to McDonough Street, thence north along McDonough Street 99.85 feet, more or less, to the point of beginning, together with the right to use of said alleyway perpetually along and in connection with the property hereinabove described, said property being also described as the North 100 feet of Lot 21 and the North 100 feet of the West 7 feet of Lot 22 on the south side of Washington Avenue, together with the use of a ten foot alleyway along the north side of Lot 9 on the east side of McDonough Street, and being the same property which was conveyed to C. P. Lifsoy and A. A. Lifsoy by a deed from G. B. Pickett and wife, Marie D. Pickett, and Sallie W. Pickett and husband, C. A. Pickett.

Property conveyed by deed recorded at Book 309, Page 256.

That certain lot beginning at a point on the West margin of South McDonough Street 112.5 feet South of the Southwest corner of Washington and South McDonough Streets, running thence South along the West margin of McDonough Street 52.6 feet, more or less, to the Catholic Church property, as defined by the north side of the line of pilasters of a brick wall, thence West 80 feet, more or less, to a brick wall, thence North along said brick wall 50.6 feet, more or less; thence East 80 feet, more or less, to the point of beginning, being the East 80 feet of Lot number 9 on the West side of South McDonough Street in that part of the City of Montgomery, Alabama, formerly called "New Philadelphia".

Begin at a point on the South side of Washington Avenue, which point is 57.35 feet East of the Southeast corner of the intersection of Washington Avenue and McDonough Street, which point

is in the center of a brick wall and which point is on the North side of Lot 22 in the square fronting Washington Avenue on the North, South Hull Street on the East, South McDonough Street on the West and Adams Street on the South, run thence East along the South side of Washington Avenue which is also along the North line of said Lot 22 and the North side of adjoining Lot 23, for a distance of 93.4 feet to the Northeast corner of Lot 23 and the West side of a brick wall; thence run South 167 feet, more or less, along the East boundary of said Lot 23. which East boundary is marked partially by brick walls, to the Southeast corner of said Lot 23, and the South side of a wall which runs along a part of the South aide of said lot, thence run Westerly along the South side of said wall, as extended, for a distance of 53.3 feet to the Southwest corner of said Lot 23, thence run North 17.3 feet along the West side of said Lot 23, to the Southeast corner of Lot 22, which point is marked by the corner of two walls, thence run Westerly along the South side of Lot 22 which line is marked partially by an existing brick wall, for a distance of 43 feet to a point 57.3 feet East of McDonough Street, thence run North 109.95 feet along a line which is marked partially by the center line of an existing brick wall back to the point of beginning, said property consisting of Lot 23, and Lot 22, less the West 7 feet thereof on the South side of Washington Avenue, in the square fronting Washington Avenue on the North, South Hull Street on the East, South McDonough Street on the West, and Adams Avenue on the South, in that part of Montgomery, Alabama, known as New Philadelphia.

TOGETHER WITH all easements, rights of way, alleys, licenses, privileges, hereditaments, accretions and appurtenances, if any, inuring to the benefit of such land, including, without implied limitation, all abutter's rights and title to all land underlying roadways adjacent to such land and all rights to any vacated alleyways running through such land.

TOGETHER WITH all of Grantor's right, title and interest, if any, to the following (the same being the descriptions prepared according to the survey of Goodwyn, Mills and Cawood, Inc. dated July 22, 2003)

PARCEL I:

Begin at the intersection of the East right of way of Lawrence Street (row varies) and the South right of way of Washington Street (row varies); thence run along said South right of way South 89 degrees 49 minutes 24 seconds East, 160.76 feet to a point; thence leaving said South right of way, run South 01 degrees 09 minutes 29 seconds East, 78.43 feet to a point; thence run North 89 degrees 16 minutes 59 seconds East, 0.44 feet to a point; thence run South 00 degrees 05 minutes 58 seconds East, 86.24 feet to a point; thence run South 89 degrees 44 minutes 42 seconds West, 163.28 feet to a point lying on the East right of way of said Lawrence Street; thence run along said East right of way, North 00 degrees 07 minutes 04 seconds East, 165.86 feet to the Point of Beginning.

PARCEL II:

Begin at the Southeast corner of Lot A, ACA Plat No. 1 as recorded in the Office of the Judge of Probate of Montgomery County, in Plat Book 23, Page 18, said point also lying on the West right

Exhibit B

- 1. Taxes the in the year of 2004, a lien, but not yet payable.
- 2. Public utility easements, if any.
- 3. Rights of parties other than Grantor concerning any common walls or walkways.
- Matters set forth on that certain the survey entitled "Old Montgomery Advertiser" of Goodwyn, Mills and Cawood, Inc. dated July 22, 2003.
- Coal, oil, gas and mineral and mining rights and all rights incident thereto, which are not owned by Grantor.



INDEX 5.00
RECORD FEE 1.00
RECORD FEE 15.00
CASH 21.00
ITEM 3
1CL 3397 12:32TM

09-29-2003 #1

STATE OF ALABAMA
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

2003 SEP 29 AN IO: OL
REESE MCKINNEY, JR.
JUDGE OF PROBATE

Montgomery County, Alaba	ama Online Property Detail Information
--------------------------	--

Date Extracted Parcel Number	February	13, 2012 -03-304-016.000			Tax Year Appr Value	201 \$702,40
Parcel ID:	49711				Assessed Value	•
Property Address		IGTON AVE			Tax Amount	\$140,48
Owner Name	PO BOX	OMERY COUNTY 1667 OMERY. AL 3610		SION		
Property Class	Exempt				2011 Tax Bill/Payn	ent Information
Current Use	No				Receipt #	106009
Property Assessment	02 - Exen	npt 20%			Tax Due	\$0.00
School District	2					
Exemption	E				Due Date	October 1, 2011
Base Year Homestead					Delinquent After	December 31, 2011
Zoning	T5				Taxes Paid	
Deed Acres	Deed Dime	ensions 150.7 X 16	7 IRR		Paid Date	
Calc Acres	Calc Dime	nsions		!		
Legal Subdivision Plat Name			Lot	Block	Plat Book	Plut Page
		T 22 S/S WASHING FT LOT22 23 ALSO L			OFT ALLEY BEING N FT ONTGY	LOT 9
Deed History Deed Book	Deed Page	Dued Date		History Tax	A A Status	Taxes
2747	766	09/26/2003		Year 2011	Assessed Value \$140,480.00	IXXC
611	165			2010	\$140,480.00	
614	201			2009	\$140,360.00	
614	55			2008	\$140,360.00	
				2007	\$140,360.00	
Building Information				·		

Square Feet

Information deemed reliable but not guaranteed:

OB&Y

Montgomery County Revenue Commissioner Montgomery County Appraisal Department

Code

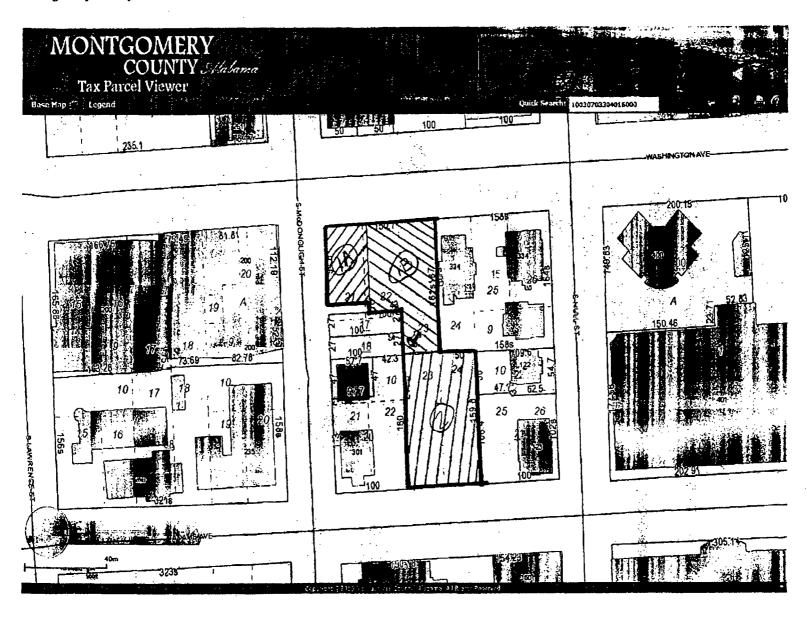
34PASP1

(334) 832-1250 (334) 832-1303

Type of Construction

Appendages

Code



http://gis.mc-ala.org/publicviewer/

Enforcement Confidential

Melissa Waters, Stephen Smith and Jackie Harvey met with Dennis Cieszynski (Mr. C) on September 20, 2011 to discuss his employment with the Montgomery Advertiser.

Mr. C started work at the Advertiser in 1981 as a plant manager. Multi-media owned the paper during his employment. He was responsible for Advertiser facilities for approximately 2 to 3 years. In approximately 1986 he became the assistant production director where his primary responsibility was computer technology, electronic pagination, paste-up, pre-press, and purchase of equipment.

In approximately 1987 he was promoted to Production Director. The Production Director was responsible for paste-up, photography, pre-press and press room activities for the Advertiser. In addition to their own newspaper, the Advertiser also printed the Maxwell Gunter Dispatch, the Ft. Benning Bayonet and the Prattville Progress and other small products.

Various departments used chemicals in their activities, i.e. the camera room and the plate room. All excess was captured into 55 gallon drums and stored in the basement area awaiting pickup by a hazardous materials disposal company. Mr. C stated excess ink was scooped out and the excess ink sludge was placed in 55 gallon drums as well. Black ink was delivered by truck and stored in large storage tanks near the back of the press room. Color ink was received and stored in barrels. Blanket wash was also received and stored in barrels. On average, 2 barrels of blanket wash were used per month. The empty barrels were then used to store blanket wash waste, excess ink sludge and other chemical waste. A hazardous material disposal contractor picked up on average 10 barrels every three months and transported them to North Carolina for disposal.

Blanket wash was used in cleaning the press. This occurred after every run which occurred on average 2 to 3 times per day. It had a severe odor. Rags used for cleaning purposes were first rented from and cleaned by a local drycleaners. Dick Amberg, the Advertiser publisher, for purposes of reducing costs, authorized the purchase of and installation of a commercial washer circa 1991 to clean the used rags. Mr. C has no details of the in-house washing operations. It is his understanding that personnel from the Advertiser connected the drain line to the adjacent storm water sewer system. Mr. C understands that Advertiser personnel drilled a hole into the concrete and then connected a drain line from the washing machine to the city' storm drain system. This connection was located on the northwest corner of the Advertiser building. Mr. C recalled a strong blanket wash odor outside the building on the sidewalk of that corner. He even recalls passersby questioning the odor.

It was Mr. Cs understanding that the washing of press rags continued until the Advertiser was told to stop by the city after water works employees were overcome by noxious odors/fumes while working in the sewer. As a result, the drain

Mr. Cieszynski's employment ended with the Advert	
I, Dennis Cieszynski, duly swear that the statements	above reflect my best recollection at this time.
Signature	Date

from the washing machine was plugged by either the city or water works. Shortly thereafter, he recalls the plug being

removed by Advertiser personnel and the washing machine practice restarting. At some point this practice was

MOITUJDEBIG 23728 HONTGOMERY COUNTY THE ADVERTIGER COMPANY TRIS AGRESHENT, with respect to the dissolution of THE ADVERTISER COMPARY: (1) The undersigned, constituting the sole atockholder of The Advertiser Company, an Alabama corporation having its principal place of business in the City of Montgomery, and organized in Montgomery. County, Alabama, on December 1. 1927, and recorded in Corporate Record Volume "M", Pages 84 to 95, Office of the Secretary or State, Ala., hereinafter called the "Corporation", pursuant to the applicable provision of law, and especially of Section 21(76), Title 10 off the Code of Alabama Recompiled, 1958, as amended by the statute appearing in the 1959 general Acts of Alabama, are rage 1093, columnts and directs that this agreement be forthwith recorded in the Office of the Judge of Probate of Montgomery County, Alabama, and that the Board of Directors of each corporation shall then proceed to wind up its business and affairs as soon as possible thereafter. ness and affairs as soon as possible thereafter. (2) The undersigned comprision certifies that it is the sole holder of the outstanding stock of raid corporation, and that by these presents, does consent and agree to the immediate dissolution of said IN WITNESS WHEREOF, The Advertiser-Journal, Inc., a corporation, has caused this agreement to be executed by its duly authorized officers, in the presence of two yitnesses on this the 7th day of hearth ADVERTISER-JOURNAL, INC. ATTEST: Frever CHall A. MORIGONESIA CICIORE COUNTY OF MONITONERY I I, Carmage Walls, do horeby certify that I am President of The Advertiser Company, the corporation to be dissolved in pursuance. to the foregoing agreement, and do hereby certify that the persons whose masse are signed thereto constitute duly authorized officers of The Advartiser-Journal, Inc., the sole stockholder of said curp IN WITHERS WHEREOF, I have hereunto set my hand as Preside Will isaion ampires on th **CERTIFIED COPY** I hereby certify this document was filed in Montgomery County, Alabama on 3174 In Book 055

Waliam F. Joseph, Jr., Churman Elton N. Dean, Sr. Lynn A. Gowan Jley Waliams, Jr. Sam H, Wredato, Sr. MONTGOMERY COUNTY COMMISSION

RG BOX 267

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1818

Donald L. Mine, CPA, MPA
Administrator
John A. Mitchell, Sr.,
Deputy Administrator
(SS4) 832-1210
FAX (334) 832-2832
TIDD (334) 285-3688
www.ric-ele.org

March 3, 2002

10・22

Scott M. Brown
President & Publisher
Montgomery Advertiser
425 Moulton Street
Montgomery, Alabama 36104

Dear Scott:

We have thoroughly investigated the old Montgomery Advertiser building located at 200 Washington Avenue and have some serious problems with the purchase of this building.

The County Commissioners are not so much concerned about existing contamination on the property as they are about the fact that the Advertiser could have been the alleged source of contamination for the downtown Montgomery plume.

Based on legal advice, we would have to have the Montgomery Advertiser and its parent company Gannett to give the County Commission a hold harmless agreement and/or make it a part of the purchase agreement.

If this matter can be accomplished, then the County Commission will be willing to purchase the building based on the prior terms that were negotiated.

Mease notify me as soon as possible as to whether the County could get this hold harmless agreement.

Sincerely,

Donald L. Mims

County Administrator

MATERIAL SAPETY DATA SHEET

PRODUCT NAME: WASH V-120?

HMIS CODES: H F R P

PRODUCT CODE: B010003

2 2 0 X

MANUFACTURER'S NAME: VARN PRODUCTS

ADDRESS: 905 SOUTH WESTWOOD, ADDISON, ILLINOIS 60101

EMERGENCY PHONE: (800) 424-9300 INFORMATION PHONE: (800) 336-8276
DATE REVISED: 08-28-96 NAME OF PREPARER: VARN PRODUCTS CO.

REASON REVISED : UPDATE; SUPERSEDES ALL PREVIOUS REVISIONS.

	-		OCCUPAT	IONAL EXPOSU	RE LINITS .	VAPOR PRES	SURE	WEIGHT
HASARDOUS COMPONENTS	;	CAS HUNGAR	OSEA PEL	ACGIE TLV	OTHER	- ma 3g (TRIO	PERCENT

*PETROLEUM MAPETER		64742-95-6	H/B	H/R	50 ppm	2.7	6 27	47
DIPROPYLERS GLYCOL METEYL STREET	·	34590-94-8	100 ppm	100 ppm	150ppm#TEL	0.2	687	5
1,8(9)-P-KRWTEADIEHE	· .	5989-27-5	H/E	M/E	125 pg=	2.6	687	< 5.0%
PETROLEUM MAPETHA		64742-88-7	100 ppm .	100 ppm		2.8	687	45

• Indicates toxic chamical(1) cabject to the repeating requirements of section 313 of Title III and of 40 CFW 372.

WASH V-120 CONTANTS T28 1,2,4-TRINSTRIVERSHEET COME 95-63-4 (1) 1.46 EXTEND CASE 1330-20-7 BY WRIGHT WHICH AND

COMPONENTS OF PETROLEUM MAPRIES CASE 64/42-95-4. ALL INCREDIENTS LISTED IN THE EPA INCR INVENTORY.

BOILING RANGE: 310 to 356 Deg F SPECIFIC GRAVITY (H2O=1): 0.8

VAPOR DENSITY: HEAVIER THAN AIR EVAPORATION RATE: SLOWER THAN ETHER
MATERIAL V.O.C.: 6.78 LB/GL (812 G/L)

SOLUBILITY IN WATER: EMULSIBLE VAPOR PRESSURE: 2.60 mmHg @20 Deg C APPEARANCE AND ODOR: CLEAR, LIGHT YELLOW LIQUID - MILD PETROLEUM ODOR

FLASH POINT: 106 Deg F METHOD USED: TAG CC FLAMMABLE LIMITS IN AIR BY VOLUME- LOWER: 1.0% UPPER: 6.5%

EXTINGUISHING MEDIA: FOAM, ALCOHOL FOAM, CO2, DRY CHEMICAL

SPECIAL FIREFIGHTING PROCEDURES

AS IN ANY PIRE, WEAR SELF-CONTAINED BREATHIEG AFFARATUS (MSHA/MIOSE APPROVED) AND FULL PROTECTIVE GEAR. WATER MAY NOT BE EFFECTIVE TO EXTENGUISE FIRE. USE WATER SPRAY TO COOL FIRE EXPOSED CONTAINERS AND TO PROTECT PERSONNEL.

UNUSUAL FIRE AND EXPLOSION HAZARDS
TREAT AS PETROLEUM FIRE.

B010003

MATERIAL SAFETY DATA SHEET

PAGE 2 OF 3

STABILITY: STABLE CONDITIONS TO AVOID

AVOID EXCESS HEAT AND SOURCES OF IGNITION.

INCOMPATIBILITY (MATERIALS TO AVOID)

AVOID MIXING WITH STRONG OXIDISING NATURALS.

HAZARDOUS DECOMPOSITION OR BYPRODUCTS

SURFING WILL PRODUCE OXIDES OF CARBON AND DENSE SHOKE.

HAZARDOUS POLYMERIZATION: WILL NOT OCCUR

SECTION VI - HEALTH HAZARD DATA GERMANDERSCHUSSELLES

INHALATION HEALTH RISKS AND SYMPTOMS OF EXPOSURE

PREATEING HIGH CONCENTRATIONS OF VAPORS WILL CAUSE IRRIGATION OF THE MOSE AND THROAT AND CAUSE SIGHS OF CHITHAL MERVOUS SYSTEM DEPRESSION SUCE. AS HEADACHE, DROWSINGS AND DISSINGS.

SKIN AND EYE CONTACT HEALTH RISKS AND SYMPTOMS OF EXPOSURE SKIN AND BYE CONTACT MAY PRODUCE MODERATE IRRITATION.

SKIN ABSORPTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE

A SINGLE, PROLOGUED EXPOSURE IS NOT LIXELY TO RESULT IN THE NATURAL BRING ABSORBED TERROUGH THE SKIN IN EARNFUL AMOUNTS.

INGESTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE

(HERBITION MAY CAUSE GASTRO-INTESTINAL IRRITATION AND POSSIBLE DANAGE TO VITAL ORGANS. FOLLOW STRET AID PROCEDURES.

HEALTH HAZARDS (ACUTE AND CHRONIC)

REPERTED OR ABUSIVE BREATHING OF CONCENTRATED VAPORS MAY EFFECT PULHORARY, CARDIOVASCULAR AND CHUTRAL MERVOUS STRTEN AND CAUSE LIVER AND RIDHEY RYPECTS. REPRATED SEIN CONTACT WILL DRY OUR AND CRACK SEIN. ASPIRATION SASARD IF SHALLOWED; ASPIRATION OF LIGUID INTO THE LUNGS CAN CAUSE CERRICAL PERSONOMITIS.

CARCINOGENICITY: NTP? NO IARC MONOGRAPHS? NO OSHA REGULATED? NO THIS PRODUCT CONTAINS NO ENOUG CARCINOGENS.

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE

SKIN CONTACT MAY AGGRAVATE PRE-EXISTING DERNATITIES.

EMERGENCY AND FIRST AID PROCEDURES

SYES: HOLD EYELID OPEN AND PLOSE WITH WATER FOR 15 NIMUTES. CONTACT A PHYSICIAN IF IRRITATION PERSISTS.

SKIN: WASH WITH SOAP AND WATER.

INGENTION: DO NOT INDUCE VONITING. IF VONITING OCCURS SPONTANEOUSLY, KEEP HEAD BELOW RIPS TO PREVENT ASPIRATION OF LIQUID INTO THE LUNGS. SHEE MEDICAL ATTENTION INCRDISTRLY.

METALATION: MOVE TO FRESE AIR, GIVE OXYGEN IF SREATEING IS LABORED.

MATERIAL SAFETY DATA SHEET

PAGE 3 OF 3

======= SECTION VII - PRECAUTIONS FOR SAFE HANDLING AND USE

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

ELIMINATE ALL IGHTION COURCES. SPILLS SHOULD BE DIKED AND KEPT FROM ENTERING THE SEWER. SOAK UP WITH ABSORBENT OR TRANSPER LIQUID INTO A CLOSED CONTAINER FOR LATER DISPOSAL.

WASTE DISPOSAL METHOD

IF THIS PRODUCT, AS SUPPLIED, RECORDS A WASTE IT IS REQULATED BY RORA AS IGNITABLE WASTE, EPA I.D. SDOOL. SUITABLE METHODS OF DISPOSAL INCLUDE RECLARATION AND FUEL RESIDENCE. CONTACT A LICENSED MAIARDOUS WASTE MAULER FOR NORE INFORMATION.

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING

CONTAINERS SHOULD BE GROWNED BEFORE TRANSPERRING PRODUCT. STORE IN THE ORIGINAL CLOSED CONTAINER AWAY FROM SUMLIGHT, EXCESS HEAT, SPARES, PLANES, AND OTHER SOURCES OF IGNITION. AVOID SHIM CONTACT. AVOID BHEATHING VAPORS. WHEN TRANSPERRING OR USING THIS PRODUCT, WEAR PROPER PERSONAL PROTECTIVE EQUIPMENT.

OTHER PRECAUTIONS

DOT PROPER SKIPPING HAME: COMBUSTIBLE LIQUID M.O.S. (MAPHTHA), HAMARD CLASS: COMBUSTIBLE LIQUID, UN MUMBER: MA1993, PACKING GROUP: III

PRODUCT IS CLASSED AS AN OSEA CLASS II COMMUSTIBLE LIQUID.

RESPIRATORY PROTECTION

THE USE OF RESPIRATORY PROTECTION IS ADVISED WHEN CONCENTRATIONS EXCEED THE ESTABLISHED EXPOSURE LIMITS IN SECTION II.
DEPENDING ON THE AIRBORNE CONCENTRATION, USE A RESPIRATOR WITH APPROPRIATE ORGANIC VAPOR CARTRIDGES (NICSE APPROVED).

VENTILATION

IF CURRENT VEHTLATION PRACTICES ARE NOT ADSQUATE TO NAINTAIN AIRBORNE CONCENTRATIONS BELOW THE ESTABLISHED REPOSURE LINITS IN SECTION II, ADDITIONAL CHURRAL VEHTLATION OR LOCAL EMBAUST SYSTEM IS REQUIRED.

PROTECTIVE GLOVES

WEAR SOLVENT RESISTANT GLOVES NAME OF NITRILE OR SUTTL RUBBER.

EYE PROTECTION

WEAR SAPETY GLASSES WITH SIDE SETEIDS.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT

A PERSONAL PROTECTIVE RATING OF X HEARS YOU MUST SEE YOUR SUPERVISOR FOR GUIDANCE. OSEA REGULATIONS (29CFR PART 1910, SUBPART I) REQUIRE EMPLOYERS TO SVALUATE PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS IN THE WORKPLACE.

WORK/HYGIENIC PRACTICES

WASE WITH SOAP AND WATER AFTER PRODUCT CONTACT WITH SKIN.

DISCLAIMER

THE IMPORISATION ON THIS MEDS IS BELIEVED TO SE ACCURATE AS OF THE DATE SHOWS IN SECTION I. SINCE THE USE OF THIS
PRODUCT IS NOT UNDER THE CONTROL OF VARE, IT IS THE USER'S RESPONSIBILITY TO DETERMINE WHAT CONSTITUTES SAYS USAGE FOR A
PARTICULAR PRODUCT. THIS FORM MAY BE REPRODUCED IN QUARTITIES MECHESARY TO MEET YOUR REQUIREMENTS.

Weliam F. Joeph, Jr., Charman Elton M. Dean, Sr. Lynn A. Gowan Jees Weliams, Jr. Sam H. Wongard, Sr. MONTGOMERY GOTTO COMMISSION

PD. BOX 187

MONTGOMERY ALARGMA 36102-1667

DONALD L. Mans, CPA, MPA
ADMINISTRATOR
AL UMPHRES, CPA
DEPUTY ADMINISTRATOR
(334) 532-1210
FAX (334) 632-2533
TDD (334) 286-3568
WWW.mc-ele.org

October 22, 2002

Mr. Scott M. Brown President and Publisher Montgomery Advertiser 425 Molton Street Montgomery, AL 36104

Dear Mr. Brown:

The Montgomery County Commission, at its meeting on October 21, 2002, approved the Memorandum of Understanding, regarding the purchase of property at 200 Washington Avenue, the API-UPI Building at 116 South McDonough Street and a Parking Lot located at 115 South McDonough Street. Enclosed is a partially-executed copy of this Memorandum of Understanding. Please return a fully-executed copy to this office for our files.

Thank you for your assistance in this matter; and if I can be of any further assistance, please advise.

Sincerely,

Donald L. Mirns Administrator

DLM/dd

Enclosure

-

COUNTY OF MONTGOMERY

MEMORANDUM OF UNDERSTANDING

COMES NOW the Montgomery County Commission ("MCC") and the Advertiser Company ("Advertiser") and do hereby agree to the following:

- 1. On October 8, 2002, the Administrator and the Attorney for MCC reached an agreement with Scott M. Brown, President and Publisher of the Montgomery Advertiser to purchase property owned by the Advertiser.
- 2. The real property MCC has agreed to purchase from the Advertiser is the old Advertiser building located at 200 Washington Avenue, the API-UPI building located at 116 South McDonough Street, and a parking lot located at 115 South McDonough Street for the total purchase price of One Million Two Hundred Seventy-Five Thousand (\$1,275,000).
- 3. The MCC has agreed to allow the Advertiser to use any and all tax laws and tax credits for contributions to governmental entities that are available under the laws of Alabama and the United States.
- 4. The closing of this sale would be contingent upon the MCC doing a Phase II Environmental Study and said study reflecting that there are no substantial environmental problems with any of the above described property. The closing shall occur within one year from date of the execution of the Memorandum of Understanding and shall be more specifically detailed in the final purchase agreement.
- 5. Until a definitive agreement between the parties with respect to the potential transaction has been executed and delivered, neither party shall be under any obligation, legal, financial or otherwise, of any kind with respect to any such potential transaction. The County will submit a definite Purchase Agreement to the Advertiser within ten days of the execution of this Memorandum Agreement between the parties. The Advertiser will then execute said final Purchase Agreement within ten days of receipt of said final executed purchase agreement by the County if in agreement with its terms and conditions.

	he Advertiser do hereby agree to the above and and seals on this the day of October
MONTGOMERY COUNTY COMMISS	SION THE ADVERTISER COMPANY
110.7. Soull h	Less in Bran
W. F. Joseph, St. By Its Chairman	Scott M. Brown By Its President
STATE OF ALABAMA *	ACKNOWLEDGEMENT
COUNTY OF MONTGOMERY *	
foregoing conveyance, and who is know	w. F. Joseph, Jr., whose name is signed to the vn to me, acknowledged before me on this day, ne conveyance, he executed the same voluntarily e day the same bears date.
Given under my hand and official	seal this _2/_ day of October 2002.
	Notary Public My commission expires 3-12-03
	*
STATE OF ALABAMA *	ACKNOWLEDGEMENT
oregoing conveyance, and who is know hat, being informed of the contents of the	scott M. Brown, whose name is signed to the n to me, acknowledged before me on this day, e conveyance, he executed the same voluntarily
and as the proper authority to do so on the	day the same bears date.
Given under my hand and official	seal this 33 day of October 2002.
	l
	Co. Eller Haines
	Notary Public
	My commission expires 9/11/06

Safty Kleen

MONTGOMERY ADVERTISER

BOX 1000 . MONTGOMERY, ALABAMA . 36101-1000

Ship To: Marcus Raley
Montgomery Advertiser

TO: Safety Keen

P.O. LUX 203

Residence , d

35061

Dute: December 18, 1998

PURCHASE ORDER NUMBER

1080

- THIS ORDER NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKAGES AND SHIPPING PAPERS.
- 2. MAIL INVOICE IN DUPLICATE
 ATTN: ACCOUNTING DEPARTMENT
- 3. INVOICES FOR GOODS FURNISHED WITHOUT A PURCHASE ORDER WILL NOT BE HONORED.

4. SALES TAX #: 5109030 FEDERAL ID #: 63-0458983

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NOTICE is hereby given that The Montgomery Advertiser is committed to afford all individuals who have the necessary qualifications equal opportunity to compete for employment and advancement with this Company. To assure equal employment opportunity, it is our policy that there shall be no discrimination and/or preferred treatment concerning any individual group because of race, color, religion, sex, age, national origin or physical handicap.

1. AGREEMENT AND LEGAL EFFECT.

The terms and conditions stated herein and on the face of this Purchase Order are the only terms and conditions governing this Order, notwithstanding any different or other terms and conditions which may be contained in Seller's acceptance. No waiver of or exception to the terms and conditions of this Purchase Order will be valid unless agreed to by Buyer in writing. If not previously accepted in writing or otherwise, shipment of any part of the goods or services shall constitute Seller's acceptance of this Purchase Order and its terms and conditions. The contract arising from acceptance of this Purchase Order shall be governed by and construed in accordance with the laws of the State of Alabama, U.S.A.

2. GOVERNMENT CONTRACTS BY THE FEDERAL ACQUISITION REGULATION.

By its acceptance of this Purchase Order or Contract, Seller hereby certifies that it is in full compliance with all applicable requirements of Federal, State, and local law, including but not limited to the requirements and clauses imposed upon subcontractors under Government contracts by the Federal Acquisition (48 Code of Federal Requiations Chapter 1). This Purchase Order or Contract incorporates all such requirements and clauses (including but not limited to clauses relating to Equal Opportunity, 48 CFR-52.222-26; Affirmative Action for Special Disabled and Vietnam Era, 48 CFR 52.222-37) by reference, with the same force and effect as if they were given in full text.

PRICES AND PAYMENT.

Unless otherwise specified herein, prices are f.o.b. designated delivery point, will be invoiced as set forth herein or as being quoted on date of shipment, whichever is lower, and include all customs duties and sales, use; excise, retailer's occupation and/or other tax payable by reason of this transaction. Unless otherwise specified on the face hereof, payments will only be made following acceptance of full shipment, in the case of goods, and full performances, in the case of services.

TITLE AND RISK OF LOSS.

Unless otherwise explicitly provided for in this Order, title and risk of loss to goods shall pass to Buyer only at the time and place of delivery at Buyer's facility.

DELIVERY.

TIME IS OF THE ESSENCE OF THIS CONTRACT. Goods shall be delivered to Buyer at its address specified on the tace hereof, if delivery of items or rendering of services is not completed by the time provided for or established herein. Buyer reserves the right, without liability, in addition to and without waiving any of its other rights and remedies under this contract or at law, to terminate this contract by notice effective when received by Seller, as to any or all stated items not yet shipped or services on tyet rendered, and to purchase substitute items or services elsewhere and charge the Seller with any loss, damage or excess cost incurred by the Buyer, and Seller agrees to promptly reimburse buyer for any such loss, damage or costs. Seller shall not be liable for damages, however, resulting from delays due to causes beyond its control, such as acts of God, fires, strikes and acts of the Government, provided such delay is not due to the fault or negligence in whole or in part of Seller or its vendors, contractors, suppliers or agents. Any provision herein for delivery of articles or the rendering of services by installments shall not be construed as making the obligations of Seller severable. Buyer reserves the right to return early deliveries or excess or short shipments at Seller's expense.

6. REJECTION OF GOODS.

All goods furnished hereunder shall be subject to inspection and testing at destination, notwithstanding any previous inspection or testing, and Seller shall be given notice of any defects other than latent defects within a reasonable time after receipt of the goods and all records required to be furnished therewith. Buyer may reject or require the prompt correction in place or otherwise, of any goods which are defective in material of workmenship or otherwise fail to meet the requirements of this Purchase Order. Buyer may, in addition to any rights it may have by law, prepare for shipment and ship the goods to Seller, require Seller to remove them, or direct their correction in place, and the expense of any such action, including transportation both ways, if any, shall be borne by Seller. If Seller fails promptly to remove such goods or to proceed promptly to replace or correct them, Buyer may replace or correct such goods at the expense of the Seller, including any excess cost. Payment for any or all of the goods or services supplied hereunder shall not constitute acceptance by Buyer. Nothing in this paragraph shall in any way limit Buyer's rights under the paragraph entitled "Waremmy" hereof.

7. WARRANTY.

Seller warrants that the goods covered hereby will conform to the design and specifications and to drawings, samples, or other descriptions referred to in this Purchase Order, will perform as specified herein and will be free from defects in material and workmanship, and to the extent that Seller knows or has reason to know of the purpose for which the goods are intended, will be fit and sufficient for such purpose. The warranties contained herein shall run to Buyer and its customers and users of Buyer's products or services. Buyer's rights in the event of a breach of warranty by Seller shall include the rights described under the paregraph entitled "Rejection of Goods," in addition to any other legal or equitable rights or remedies it may possess.

8. CHANGES.

Buyer may at any time, by written order, make changes or additions within the general scope of this Purchase Order. If any such change causes any increase or decrease in the cost of, or the time required for, performance of this Purchase Order, Seller shall notify Buyer in writing immediately, and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this Purchase Order. Any claim by seller for such an adjustment must be asserted within 30 days, or such other period as may be agreed on in writing by the parties, after Seller's receipt of notice of change. Nothing herein shall excuse Seller from proceeding with the contract as changed.

TERMINATION.

Buyer (in addition to its remedy for delay in delivery) shall have the right to terminate this Order in whole or in part, without cause, upon notice in writing to the Seler. The Seller shall thereupon as directed cease work and, at the buyer's option, deliver to the Buyer all completed and partially completed goods or materials and work in process, and the Buyer shall pay the Seller the following, which in no event shall exceed the total price provided for herein:

- (A) The price provided in the Order for all goods which have been completed prior to termination and which are accepted by the Buyer.
- (B) The actual expenditures on the uncompleted portion of the Order including reasonable cancellation charges paid by the Seller on account of commitments made under the Order.

10. WORK ON PREMISES OF BUYER OR BUYER'S CUSTOMER.

If Sellers' work under this Order involves operations by Seller on the premises of Buyer or one of its customers, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property (including the goods and services provided hereunder) during the progress of such work except to the extent that any such injury or damages are due solely and directly to Buyer's negligence, and Seller shall defend, indemnity and save Buyer and its customers harmless against any claims, actions, losses, damages, or expenses by reason of injuries to persons (including death) or damage to property arising out of the use of said premises by Seller or the activities of Seller, its agents, representatives, contractors, or employees. Upon request, Seller shall furnish certificates of insurance showing adequate coverage for Workmen's Compensation, public liability and property damage.

11. COMPLIANCE WITH LAW.

Seller agrees, with respect to the goods or services to be supplied, to compty with the provisions of the Occupational Safety and Health Act of 1970 9the "Act") and the standards and regulations issued thereunder, or any other federal, state or local law or regulation of the same or similar nature, and further certifies that all items furnished under this Order will conform to and compty with said Act, standards and regulations, and other applicable laws or regulations. Seller further agrees to forever defend, indemnify and hold harmless Buyer from and against all suits, actions, liability, claims, damages, or losses, and any costs or expenses incurred in connection therewith, suffered or incurred by Buyer as a result of Seller's failure to compty with the provisions of this paragraph and for the failure of the items furnished under this Order to so compty.

12. PATENT INDEMNITY.

Seller agrees to forever defand, indemnify and hold harmless Buyer, its successors and assigns and any of its Customers and all persons claiming under Buyer from and against any and all claims, suits, actions, liability, loss, damage and expense of any kind, including without limitation attorneys' fees and loss of use, by reason of actual or alleged infringement or contributory infringement of any United States or foreign Letters Patent or trademark rights arising in any way out of or connected with this Order, including, without limitation, by reason of manufacture, defivery, use, or sale of merchandiss supplied under this Order, and Seler agrees to defend at its own expense any and all actions or proceedings charging infringement of said Letters, Patent or trademark rights that may be brought against the Buyer or any of its Customers, or all persons claiming under Buyer, and to pay all costs and damages that may be assessed or incurred in every such action. This provision shall apply notwithstanding that any of said claims, actions or suits shall ultimately be determined to be unjustified or to have been unbounded.

13. ASSIGNMENT

Neither this Order nor any payments hereunder are assignable or transferable without Buyer's written approval. Seller shall not subject or subcontract any or all of the performance or work called for hereunder without Buyer's written approval.

Report; Freight Elevator Shaft Clean-up Project 200 Washington Ave.

Actual cost of vacuum service: 1554.92
Safety-Kleen Vacuum Service Estimate and P.O. 3402: 1,358.00
Difference: 196.92

The \$196.92 in additional cost was a result of the need for a roll of Safety-Kleen 7215 absorbent mat to catch spills and for the disposal of solids in the pit. Another additional cost of \$82.08 resulted from the purchase of three 40 lbs. Bags Safety-Kleen 7640 granular absorbent and one case of Safety-Kleen 7420 absorbent socks. The absorbents will be used to finalize the clean-up and to try to prevent a future clean-up of this magnitude.

 Project-cost:
 Pump-truck-and-clean-up.
 1,554.92
 P-O. 3402-for-\$1,358.00

 Test liquid sample from pit.
 350.00
 P.O. 3372 for \$350.00

 Additional supply.
 82.08

 Total
 \$1,987.00

Building Manager, Marcus Riley

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Montgomery Advertiser

PURCHASE ORDER NUMBER 3402

Box 1000	_Montgomery_Alabama	36101-1000

Ship To:

Marcus Riley

P.O. Box 1000

Montogmery, AL 36101-1000

TO:----

DATE:

Safety-Kleen Systems, Inc.

3001 Day Street

12/21/00

Montgomery, AL, 36108

INVOICES, PACKAGES AND SHIPPING PAPERS.

2. MAIL INVOICE IN DUPLICATE ATTN: ACCOUNTING DEPARTMENT

3. INVOICES ORDERED FOR GOODS FURNISHED WITHOUT A PURCHASE ORDER WILL NOT BE HONORED

1. THIS ORDER MUST APPEAR ON ALL CORRESPONDENCE,

4. SALES TAX # 5109030 FEDERAL ID # 63-0458983

QUANTITY	DESCRIPTION	UNIT PRICE	EST. PRICE
譜號調號	Pumpioii and rainwater out offelevator lint shaft. Services include:	135800	1358:00
	manifesting (if necessary), labeling, labor, transportation, and disposal.		
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<u> </u>			
		Subtotal	1,358.00
·		Taxes	
		Freight/ S&H	
	· · · · · · · · · · · · · · · · · · ·	TOTAL	1,358.00

	· _	Marcus Riley
<u></u>		Ordered By
DEPARTMENT-	Building	Mike-O'Connor
.,,,,,,		Approved By Department Head or Designee
ACCOUNT	10160-510300	Scott Brown
☐ This Purchase was Budgeted	☑ This Purchase was not Budgeted	Approval (over \$100)

Montgomery Advertiser Attn. Marcus Riley

October 10, 2000

Marcus,

Per our conversation, attached is a quotation for pumping of oil and water from bottom of lift shall at your facility. Quote is based on sampling coming back non hazardous. All services include manifesting(if necessary), labeling, labor, transportation, and disposal. Should you have any questions, feel free to give me a call here at 1-888-669-7584.

Sincerely,

Richard A. Ard Industrial Manager Safety-Kleen Systems, Inc.

3001 Day Street

Montgoinery, AL 36108



salety-kleen. the <u>we care</u>, company

SAFETY-KLEEN SYSTEMS, INC. 3001 DAY STREET MONTGOMERY, AL 36108 PHONE NUMBER: 334-263-0385 FAX NUMBER: 334-262-0326

FACSIMILE COVER SHEET

SEND TO: Marcus	Pila	FROM: Cechano Car
DEPARTMENT:		DEPARTMENT:
FAX NUMBER: 261-15		DATE: 10/10/0 0
URGENT REPLY ASAP	PLEASE COM	MENT PLEASE REVIEW INFORMATION
TOTAL PAGES, including cover s	heets	
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THE REC	ST WAS	TE HANDLING
SERVICI	EYOU	CAN BUY

- CUSTOMER II			DATE: / /
Monlyomery Adv	ertiser		SALES REPRESENTATIVE
200 Washington	Ave		SALES REPRESENTATIVE
Montagnery AL		BRANCH	<u> </u>
Marcus Riley	(334)261-15	78	() -
CONTACT NAME	PHONE NUMBER	· · · · · · · · · · · · · · · · · · ·	BRANCH PHONE NUMBER
RECTANGULAR TANKS		**	
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SEPARATOR SOLIDS	Gallons	PRICE PER GALLON	5
SEPARATOR LIQUIDS	738 Gallons	1.00	s 838
TRENCHING SOLIDS	Gallons	PRICE PER GALLON	s NC
		PRICE PER GALLON	
RENCHING LIQUIDS	Gallons	PRICE PER GALLON	\$ 1/2
TRENCHING LABOR	Feet		\$ MC
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NASH WATER	100 gal		\$ 1/C
NALYTICAL WORK	295=		\$ 295
AFTER HOURS FEE	_N/A		s 1/c
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MISC			\$
STIMATE TOTAL			s 1358
PORTANT NOTE: This eatimate may not be not be different to duce the different to the contract of the contract	nce between this estimate and y	our final bill. Since most sepa	irator systems qualify as confined spaces.
cording to OSHA, we are limited as to the atomic that you are able to provide. According	practices we may use to access gly, although the prices per gallo	those systems and therefore on, prices per hour and the pr	depend heavily upon the quality of infor- ice per foot will remain firm for thirty days.
	al price may differ.		

Montgomery Advertiser

PURCHASE ORDER NUMBER 3372

_	Montgomery, Alabama 36101-1000	3372
Ship To:	Marcus Riley	 THIS ORDER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKAGES AND SHIPPING PAPERS.
	P.O. Box 1000	
·	Montogmery, AL 36101-1000	2. MAIL INVOICE IN DUPLICATE
		ATTN: ACCOUNTING DEPARTMENT
− т ө:	Safety-Kleen	
10.	• •	3. INVOICES ORDERED FOR GOODS FURNISHED WITHOUT A PURCHASE ORDER WILL NOT BE HONORED
		4. SALES TAX # 5109030
DATE:	12/07/00	FEDERAL ID # 63-0458983

QUANTITY	DESCRIPTION	UNIT PRICE	EST. PRICE
和智慧的	an estrain water//hydraulic oil sample from freight elevator shaft to determine it	法。第35000	350.00
	any hazardous waste is present. Also complete a material profile in preparation		
	No of the Wasters And Condisposal of the Wasters And Condispos	建筑的	
	NOTE: Removal and disposal of the waste is not included in the price.		
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			國籍的
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		Ant day, in think that the	ale tien a seek op die trans van
	·	Subtotal	350.00
		Taxes	
		Freight/ S&H	•
	†	TOTAL	350.00

		Marcus Riley
		Ordered By
DEPARTMENT	Building	Mike-O'Connor
 -		Approved By Department Head or Designee
ACCOUNT	10160-510300	Scott Brown
☐ This Purchase was Budgeted	☑ This Purchase was not Budgeted	Approval (over \$100)

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SUPPLEMENTAL CERTIFICATION



	A. GENERATOR INFORMATION (Alwars complete) Generator Name Montgomery - Alv SK Reference # 2089 706 Name of Material 01 / 1/20
	B. SUPPLEMENTAL INFORMATION (Always complete) Yes No NA (Not Apolicable) For Gas Cylinders To Clarence, NY (BDT) & Deer Park, TX: Is a completed Cylinder Profile Worksheet attached? For styrene containing waste: Has the waste been properly stabilized with TBC (tert-butyl-catehoi) to prevent polymerization? For Hazardous Waste To Lone Min. OK: Are you aware that prior to the first shipment, generators must have submitted to the Oklahoma Department Of Environmental Quality a completed Disposal Plan application? For Non-Hazardous Waste To Lone Min. OK: Is a completed Oklahoma Certificate Of Non-Hazardous Waste Affidavit attached? DEA Controlled Substance Waste Subject To HON Group Wastewater Regulations (40 CFR §63.132) Waste Subject To APHIS Foreign Soils / U.S. Quarantined Soils Compliance Agreement Is this a non-RCRA listed wastewater or a waste mixed with a non-RCRA wastewater generated from an electroplating, aluminum conversion coating or similar processes? If "Yes", will Safety-Kleen's subsequent treatment of this waste create a sludge that is a RCRA listed waste, e.g., F006 sludges from the treatment of electroplating wastewaters. F019 sludges from aluminum chemical conversion coating wastewaters? Yes No
-	B. 1. Additional Information Required By North Andover. MA (In addition to the above, complete if shipping to North Andover) Yes No Yes No Is the material stored in vented drums? Is the material regulated as a Marine Pollutam? (49 CFR §171.8) Oral Toxicity LD ₂₀ (Mg/Kg) For Solids: S S S S S S S S S S S S S S S S S S S
	C. TREATMENT. STORAGE. & DISPOSAL FACILITY (TSDF) INFORMATION (Complete if shipping directly to a SK TSDF) Yes No NA (Not Applicable) ☐ For PCB Material To Grayback Min., UT: Has the waste been deliberately diluted from an original concentration ≥ 500 ppm or deliberately mixed with soil in order to avoid the incineration requirements of 40 CFR §761.60(a)(1)? ☐ For Antioch & Chattanooga, TN & Holly Hill, SC: Does this waste contain bazardous air pollutants regulated under the Clean Air Act? If "Yes", is a completed Hazardous Air Pollutant (HAP) form attached? ☐ Yes ☐ No ☐ ☐ For Artesia, MS: Does this waste contain, or is it derived from, dioxin-listed wastes with F020-F023, F026 or F027 waste codes? ☐ ☐ For Empty Containers To Rosemonous, MN only: Do the empty containers meet the MPCA Hazardous Waste Rule definition of empty?
	D. GENERATOR CERTIFICATION (Abserts compolate) I hereby certify that I am an authorized agent of the generator, and warrant on behalf of the generator that the information supplied on this form and on any attachments or supplements hereto is complete and accurate, and that all known or suspected hazards of the material(s) described herein have been disclosed. Mane vs Riley Building Manager 2 5 0 Generator's Authorized Signature Name & Fitle (Printed or Typed) Date

DWALKER SK SUPPLEMENTAL CERTURGATION Ray 45 99



MATERIAL PROFILE

Safety-Kleen If applicable, Intercompany Customer (SK) Use Only Billing Facility # Number:	SK Line Of Facility Business #: Profile #:
A. GENERATOR INFORMATION	Check if Billing Information is same as Concreter Information
Generator Name MONTE OMERY ADV.	Billing Company
Generator Name MONTOMPRY ADV. Facility Address (No P.O. Box) 200 1005h 11 100 Gu	
City/State/Zip My Control March 196	City/State/Zin
Technical Contact YY) Secret Rivey	Billing Contact
Phone 7 1/2 / S/2 Fax - 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
Generator Location (If different from Facility Address)	
SIC Code: TCESQG T SQG US EPA ID #	the state of the s
B. SHIPPING INFORMATION DOT Assistance Requested US DOT Proper Shipping Name	
Hazard Class / Division # 1D # (UN /NA)	
Non-Bulk Shipping Containers	Bulk Shipping Containers
Size Steel Poly Fiber Quantity Frequency	Container Type Quantity & Size Frequency
55 Gal 0 0 0 1 1-1200	☐ Yd. Box or ☐ Super Sack
Gal	☐ Hard Top or ☐ Tarped Bin
Gal 🔘 🔲	☐ End Dump (Tarped) Trailer
Gal	☐ Tank or ☐ Vacuum Trailer
C. GENERAL MATERIAL & REGULATORY INFORMATION	
Name of Material OII WATER	
Process Generating The Material ARKING My A	a lind of
Odor: None Mild Strong; Describe	ly oder
Yes No	Yes No
Regulated or Licensed Radioactive Waste	☐ ☐ Meets LDR Standards or ☐ Partially Meets (For Landfill Only)
Regulated Medical / Infectious Waste	Commingled Waste (Two or more hazardous wastes mixed as one) Sorbent Added; If Yes, is sorbent biodegradable? Yes No
Waste Subject To Benzene NESHAP Regulations TSCA Regulated PCB Waste (List any PCB level in Sec.D)	Sorbent Added; If Yes, is sorbent biodegradable? \[\text{\text{\$\sigma}} \] \[\text
☐ Regulated Subpart CC Waste (VOs ≥ 500 ppm)	State Hazardous Waste; State Code State Hazardous Waste; State Code
Regulated Subpart CC Waste (VOS 2 500 ppm) Regulated Ozone Depleting Substance	EPA Hazardous Waste, State Code
CERCLA Regulated (Superfund) Waste	EPA Waste Codes (including any LDR subcategories, e.g., 130)3 Water Reactive):
Hazardous Debris (Subject to alternative LDR treatment standards)	
□ □ Waste Contains UHCs/Constituents of Concern	
If Yes, list in Sec. D or Constituent Addendum	
	ource Code: A Form Code: B System Code: M
D. MATERIAL COMPOSITION 1. Chemical / Physical Constituents: List all detectable components by	v chemical name, including physical material, e.g., sorbent, debris.
Chemical Continuents & Companition	☐ Mt % Chemical Constituents & Composition ppm ☐ vol %
() 50)	T
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Section. D continues on the next page for	Elemental Constituents Range Total ≥ 100%

2089706

Note: Completion of Sections D.2 & F is optional	for: Analytical Profile (representativ	e sample submitted; test results	used to complete D.2 & F)
Completion of Sections D.2, E & F is option			
D. MATERIAL COMPOSITION (Continued))		
2. Elemental Constituents	k if this waste contains No Detectable	Elements / Metals, unless liste	rd below.
	Method or Generator Knowledge, th		·
Constituent ppm Constituent ppm.	Constituent ppm	Constituent ppm	Constituent ppm
Aluminum — Cadmium —		Nickel	Sodium
Antimony — Chlorine —	Lead	Plusphorous	Sulfur
Arsenic Chromium	Lithium	Potassium	Thallium
Barium Cobalt	Manganese	Selenium	Titanium
BerylliumCopper	Mercury	Silicon	Vanadium
Bromine Iodine	Molybdenum	Silver	Zinc
E. REACTIVE CHARACTERISTICS	Check if this waste exhibits No Re	eactive Characteristics	
Yes No	Yes No	Yes No	
□ □ Explosive	Oxidizer	•	ideppm
☐ ☐ Shock Sensitive	□ □ Water Reactive	☐ ☐ Reactive Sulfic	Jeppm
O O Pyrophoric	☐ ☐ Air Reactive	☐ ☐ Polymerizable	
Other Incompatibles; Describe			
F. MATERIAL PHYSICAL CHARACTERIS	TICS @ 70° F.	1:	
# of Phases Color	Flash Point °F (if < 73 °F)	pH Liquids > 20% H; 0	pH Non-Aqueous
Liquid % Specific Gravity	73 - <100°F	□ ≤2 pH □ > 2	-4 pH
Sludge % Viscosity eps	142°F - <20N° F	> 10 - < 12.5 pH	□ ≥ 12.5 pH
Solid % Density	Botting Point (if < 130°F)	BTU's / lb. or Range	
Powder % lbs/gal [lbs/cu.ft.	Ash % (Bridgeport Only)		:
Gas % Comments		·	
G. GENERATOR PROFILE CERTIFICATION	DN.		·
I hereby certify that I am an authorized agent of the on any attachments or supplements hereto is completed disclosed. I agree that if the sample test result generator may initiate further testing and evaluate generator and that this profile certification may be Generator's Authorized Signature	lete and accurate, and that all known or s ts indicate a discrepancy with any informa tion in accordance with the terms and c	uspected hazards of the material(stion supplied on this form, that cit onditions of the contract between) described herein have her Safety-Kleen or the
Comments Of the for	VAC SUC'S		
Comments			
			
			
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Safety-Kleen Use Only	SKOS SKVS Non-haz Eval	luation Standard Industry Pro	ofile: SIP Index #
SK Sales Rep. Name	Rep.#	Territory/Bran	ch #
Process Approval # Product Co	de or Part # TRI Flowp:	ath # Pricing	
Waste Approval & Certification I certify acceptability of this waste stream and that a	Il appropriate permits have been obtained	, as indicated by Safety-Kleen's fac	ility approval below:
Safety-Kleen's Authorized Facility Signature	Name & Title (Printed 6	ar Typed)	/ /



SAFETY-KLEEN SYSTEMS, INC. 3001 DAY STREET MONTGOMERY, AL 36108 PHONE NUMBER: 334-263-0385 FAX NUMBER: 334-262-0326

FACSIMILE COVER SHEET

·	SEND TO: Maray Pily FROM: Richardle
	DEPARTMENT: DEPARTMENT:
	FAX NUMBER: 261-1575 DATE: 12/27/00
	URGENT REPLY ASAP PLEASE COMMENT PLEASE REVIEW INFORMATION
	TOTAL PAGES. including cover sheets
	COMMENTS Analysis on water for per your
	1 pg () A polandling
· ·	THE BEST WASTE HANDLING SERVICE YOU CAN BUY IS ALSO THE BEST VALUE

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EBD 01 10001ML

Report; Freight Elevator Shaft Clean-up Project 200 Washington Ave.

Actual cost of vacuum service: 1554.92
Safety-Kleen Vacuum Service Estimate and P.O. 3402: 1,358.00
Difference: 196.92

The \$196.92 in additional cost was a result of the need for a roll of Safety-Kleen 7215 absorbent mat to catch spills and for the disposal of solids in the pit. Another additional cost of \$82.08 resulted from the purchase of three 40 lbs. Bags Safety-Kleen 7640 granular absorbent and one case of Safety-Kleen 7420 absorbent socks. The absorbents will be used to finalize the clean-up and to try to prevent a future clean-up of this magnitude.

Project cost: Pump truck and clean-up. 1,554.92 P.O. 3402 for \$1,358.00

Test liquid sample from pit. 350.00 P.O. 3372 for \$350.00 Additional supply. 82.08 Total \$1,987.00

Building Manager, Marcus Riley

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Additional Terms and Conditions

Definition of Terms

When used in this document, the following terms shall have the meanings given below:

Used Qii means any cil that has been refined from crude cil, or any synthetic cil, that has been used and as a result of such use is contaminated by physical or chemical impurities. As used herein. Used Oil includes oil generated by individuals through the maintenance of their personal vehicles (household to-it-yourselfer used oil). Petroleum hydrocarbons used as solvents are specifically excluded from the definition of Used Oil.

Northazardous Wastes include spent materials that are not listed in 40 CFR Part 261 Subpart D, and do not exhibit any or the characteristics included in 40 CFR Part 261 Subpart C.

<u>Vehicle Fluids</u> are limited to Used Oils, nonhazardous antifreeze, and oily waters originating from the maintenance of vehicles, and household do-it-yourselfer used oil. The term vehicle as used herein includes, but is not limited to automobiles, buses, trucks, tractors, alicraft and similar type vehicles utilizing internal combustion engines.

Non-Vehicle Fluids include all Used Oils and Nonhazardous Wastes that are not classified as Vehicle Fluids. Non-Vehicle Fluids include, but are not itmitted to culting oils, hydraulic fluids, compressor oils, metal working oils, and other nonhazardous aqueous waste streams. Mixtures of Non-Vehicles Fluids with Vehicle Fluids are classified an Non-Vehicle Fluids.

Nonconforming Wastes include: 1) materials provided to Safety-Kleen which have been mixed, combined, or otherwise blonded with materials containing regulated levels of polychlorinated biphenyls (PCBs); 2) materials provided to Safety-Kleen which have been mixed, combined, or otherwise biended with materials regulated as hazardous wastes under applicable laws, including but not limited to 40 CFR Part 261; and 3) materials provided to Safety-Kleen that exhibit chemical or physical characteristics which deviate from the analytical results obtained from analysis of Customer's prequalification sample previously provided to Safety-Kleen.

CESOG, conditionally exempt small quantity generator. Customer is a CESOG if he generates no more than 100 kilograms of hazardous wastes in a given calendar month. In the event that Customer is located in a state that has adopted a more stringent definition, then the state definition shall apply.

SOG, small quantity generator. Customer is a SOG if he generates more than 100 kilograms but less than 1000 kilograms of hazardous wastes in a given calendar month. In the event that Customer is located in a state that has adopted a more stringent definition, then the state definition shall apply.

LQG large quantity generator. Customer is a LQG if he generates more than 1000 kilograms of hazardous wastes in a given calendar month. In the event that Customer is located in a state that has adopted a more stringent definition, then the state definition shall apply.

II. Safety-Kleen's Oil Service

Safety-Kleen's oil service includes the collection, transportation, and recycling or treatment of Used Oils and Nonhazardous Wastes in accordance with the requirements of 40 CFR Part 279 and applicable solid waste regulations. Customer is responsible for properly classifying his waste streams in accordance with the provisions of 40 CFR 262.11. Safety-Kleen will collect and transport the materials, based on Customer's representation of the materials in accordance with all applicable local, state, and lederal regulations, and may use third party transporters or rail companies to transport said material to its final dostination. Safety-Kleen has the capacity and is permitted to accopt, store and reclaim or process the materials described on the reverse side of this document.

Based or representations made by Customer regarding the type of oil generated and the hazardous waste generation rate, Safety-Kleen may screen the materials for the presence of regulated hazardous wastes. In addition, at the time of collection Safety-Kleen may take and retain a sample of the material collected. Upon request at time of service, Safety-Kleen will provide Customer with a retain sample of the material collected.

III. Warranties and Indemnification

Customer warrants and represents that the materials provided hereunder are limited to Used Oils, Nonhazardous Wastes, and/or CESQG wastes as defined above. Customer further warrants and represents that no Nonconforming Wastes, as defined above, have been provided to Safety-Kleen. Safety-Kleen relies on Customer's representations and Customer is responsible for informing Safety-Kleen of any process changes that may alter the characteristics of the materials provided to Safety-Kleen.

In the event that materials provided hereunder are found by Safety-Kleen not to conform, or are suspected of not conforming, with the representations provided herein, Customer agrees to provide Safety-Kleen or its representatives access to the tanks/containers which had stored the materials for the purpose of taking a sample of any remaining residuals.

In the event that any materials provided hereunder are found not to conform with representations provided herein; Safety-Kleen may, at it's option and if allowed by law, return the materials, and all waste streams subsequently contaminated thereby, to Customer, or Safety-Kleen may cause such materials to be properly disposed of. Customer shall be responsible for all expenses incurred in the proper disposal of Nonconforming Wastes, and the disposal of materials subsequently contaminated thereby. Customer agrees to indemnify and hold harmless Safety-Kleen, its officers, directors, employees and agents from and against any and all losses, expenses, damages; demands, claims, or judgments arising out of or relating to Customer's breach of these terms and conditions.

INVOICES REFLECTING CHARGES TO CUSTOMER ARE SUBJECT TO AN INTEREST RATE OF THE LESSER OF 1995 PER MONTH (18% PER ANNUM) OR THE MAXIMUM RATE ALLOWED BY LAW ON ANY INVOICES THAT ARE NOT PAID WITHIN 30 DAYS. IN THE EVENT OF DEFAULT, SAFETY-KLEEN SHALL BE ENTITLED TO RECOVER COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES.
IN THE EVENT THE CREDIT CARD ISSUER REFUSES TO ACCEPT THE CREDIT CARD CHARGE FOR THIS FRANSACTION, YOU ARE AUTHORIZED TO CHARGE THE AMOUNT OF THIS TRANSACTION TO MY SAFETY-KLEEN ACCOUNT.

SAFETY-KLEEN RELIES ON THESE WARRANTIES OF THE CUSTOMER IN ENTERING INTO THIS AGREEMENT TO THANSPORT THE USED FLUIDS IN ACCORDANCE WITH ALL APPLICABLE STATE AND FEDERAL REGULATIONS, CUSTOMER ACHIES TO INDEMNIFY, DEFEND, AND HOLD SAFETY-KLEEN HARMLESS FOR ANY AND ALL DAMAGES SUFFERED BY SAFETY-KLEEN ARISING OUT OF OR RELATING IN ANYWAY TO ITS BREACH OF THE AGREEMENT OR ITS POSSESSION AND/OR USE OF THE AGOVE REFERENCED CONTAINERS(S).

IN ADDITION TO AN IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, CUSTOMER EXPRESSLY WARRANTS AND REPRESENTS TO SAFETY-KLEEN CORP. THAT:

- 1. THE MATERIALS PROVIDED HEREUNDER HAVE NOT BEEN MIXED, COMBINED, OR OTHERWISE BLENDED IN ANY QUANTITY WITH MATERIALS CONTAINING POLYCHLORINATED BIPHENYLS (POBs) OR ANY OTHER MATERIAL REGULATED AS A HAZARDOUS WASTE UNDER APPLICABLE LAWS. INCLUDING BUT NOT LIMITED TO 40 CFR PART 261. AND
- 2. THE BOX CHECKED IN THE GENERATOR STATUS SECTION ABOVE ACCURATELY REFLECTS CUSTOMER'S HAZARDOUS WASTE STATUS AND THE TYPE OF FLUIDS GENERATED. AS DEFINED ON THE BACK OF THIS DOCUMENT.

CUSTOMER AGREES TO INDEMNIFY AND HOLD SAFETY-KLEEN CORP. HARMLESS FOR ANY DAMAGES, COSTS, ATTORNEY'S FEES, ETC. ARISING OUT OF OR IN ANYWAY RELATED TO A BREACH BY CUSTOMER OF THE ABOVE WARRANTY OR THE ADDITIONAL TERMS AND CONDITIONS.

STATE OF NEW HAMPSHIRE CERTIFICATION (N.H. CUSTOMERS ONLY)

This used oil is destined to be recycled and is subject to regulation by the New Hampshire Department of Environmental services under Part ENV-WM 807. I certify that this used oil is not hazardous waste fuel as defined in ENV-WM 807:04 and that I have not mixed this used oil with any other hazardous wastes identified in Chapter ENV-WM 400 or any used oil classified as a hazardous waste fuel under 807:04. Customer signature is required on front.



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BEFORE USING SAFETY-KLEEN SOLVENTS, CLEANING SOLUTIONS OR EQUIPMENT, READ ALL APPLICABLE MATERIAL SAFETY DATA SHEETS (MSDS), LABELS, AND INSTRUCTIONS, IF YOU HAVE ANY QUESTIONS OR NEED ADDITIONAL INFORMATION, PLEASE CONTACT YOUR LOCAL SAFETY-KI HEM SERVICE CENTER OF CALL 1-800-869-8740.

- A PROVISIONS APPLICABLE TO SAFETY KLEENS PARTS CLEANER AND C. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S FLUID RECOVERY, F. PROVISIONS APPLICABLE TO ALL SAFETY-KLEEN SERVICE: PAINT GUM CLEAMER SERVICES. The following three paragraphs A. 1-3 surply only prient Satsty-Worm furnishes to Page Cleaner or Paint Cleaner Services in Customer:
 - Safety-Klaon horses to deliver for each matter from Costorner the used. solvent supplied by Safety-Kleph in party or help due cleaner machiness). Collection of the used school shall be on a periodic basis as otherwise non-med horder. Safety-Riggin small rectants the used subjent for redelinery. Safety-sinen has the canadia and is opposed to accept, stora and or teletinion from the mount solution in order to the first in the secondary. Solution to the secondary solution in the secon and Quetoniar actes that this woroscion is intended to saintly like Supramores of 60 Costs of Forend Persidence 202,200st, as a people; and any state regulations when breidinger our provision. Contorner deneral to work him from the weilight 3 years from the man, of less service
 - 2. Continues arabes and it will not a frequency substance into the solvent or aqueous distring socition, legisting althout contains any hazardous vaste or bayarcous mana constituent, expect at the extent mate introduction is middental to the normal use of the machine. Ourramer further acrees that it will not eiten phile/ment gots that have been conteminated with at althorwise attroduce advantamental bigheryla (PCEs), hertilibres, posteriors, cleans of fixed hazardous wastes into the solvent or aqueous plearing sulction.
 - 3. If Sofery-Medic provides, its Northsperdool Paris Cleaner or Parit Gun Cleaner Services to Customer, Contemp begrevents, warrants and certified that the solvelet or aqueous solution cospoled by Salary-Khein hereunder D. PHOUSSIGNS APPLICABLE TO SACETY-KLEEMS PAINT WASTE SERVICE. has not been boxed, combined by otherwise blended in any quantity with any material that would render the solvent or property digardia polytion Trezardous under applicable law, includible without limitation 40 CFR Part 261. Customer further reprecents was arts and certifies test with solvent or aqueous disaning solution was gordrared in the same process that symptografi tirk with accome or accome deciming columns from the columns. It is sampled and analyzed by Galety-Need to ocally the waste stream for near averging a treatment; or (b) in the event Conformer qualities and has elected not to have an insula entrem or ediments cleaning solution. shallyzed by fafety Kleen, available, at all provise by estimated by Gastumer to support Customer's certification tost such waste sugar, is interpretable to
- B. PROVISION APPLICABLE TO SAPETANCESMS PARTS CLEANER, PAINT GUN CLEANER AND DWASHIG SERVICES, The Ollowing paragraph E. 1 applies only where Satesy-Kleep furnishes Jalifanty Cleaner, Purit Gun Cleaner ranimacing Servidor to Cristomer.
 - Customer ekknowledges piageorant of the parts disaper unitotal; immersion elbansi unitisi, paint gun olashici unitis), matattic repracement consultance system(s) at doct electroydic uniting set forth on the table of the Salaty Blook Plactiment Four which was executed by Oustoner, Salaty Klash paraes to pervice and maintain as boundary, and Customer sorges. that all servicing, repair and maintenance of such equipment shall be performed only by Safety-Klean. Except as provided below for on-site disposal of squegus dispring solutions, all Safery-Kloch equipment, solvents and daugous dispring solutions and mater the property of Salzar-Kicon and shall be restrict to Satety-Kieen upon termination of DE VION CONTINUES OF THE STATE OF A DESCRIPTION OF STATE OF A SERVICE lose or databon. All Customerowaeri barioment goalt he serviced by Safety-Klash, but shall be residenced and reprinted by and remain the property of Classifier

In the event Customer elects to elembe of agreeous eleaning solutions provided from nor at Disconst tiefty, the to sech solicions shall pass to Customer upto early disposal, in paor, soons, Suscemence) represents and werrants that such on-site dispose colocities with all applicable laws. reginations and orders and my agrees to indesprify, note haroless and defand Select Koon from and securist any and thickness, penalties, leases. damages, clastic expenses and other facilities of whetever resourfinalidadu valtiqui limitation conta ut distense, settie noor and reaconable attorney, combultant or other professional fees and the reasonable chets of investigation, commitmet on and occurry and any remoded scheme energy the Comprehensive Environmental Respilose. Compensation and Labelity Act of 1980 di comparable stare pouch indition, which Safety-Kleen may linear, become responsible to:, or safet by washin of such disposal of saveous pladning solutions provided acreumizer at Customer's site.

- MARGING REPURCES AND OTHER WASTE HANDLING AND DISPOSAL SERVICES The relieved two admirants C. 1-2 apply where Satety-Klonic turnships its Fluid Nerovoly Imagino Services or any other handling or disposal Services to Customer for which a Meterial Profile is required.
 - 4. to lancordance with the Audement by and between Customer and Selen-Klose, which is incorporated ligher by this reference. Customer registering without and hereby re-certifies to Safety Michi fres of waste machine seems without and hereby re-certifies to Safety Michigan with waste machine the Medicalst fendered by Cosomes to Safety Rendered with respective waste Materials and the Material section to the description of safety with Waste Materials contained in the Material finding that was submined by Euplemer for ruch Weste Marenary and the Making Franks Neport which boars the Fronts or Relationes number perfectional cutto that particular stream of Walin Materials, Customer ne curpling has no major of chance has occurred either in the abstract electric of Whole Malouals of the piccoss generating the Westa Mainrais Commune reconcerned and almost that the Waste Materials, so well as now ponconforming Waste Materials, shall be hardled in accordance with he terms of the ofcrementioned Adversors N.
 - 2. 4 National Countries are Montegardous Fluid Sections Service to Customer form more. Consumer represents woments and conflice fiel the Warrie Marienals collected by Refety-Klean (a) ware produced in the same process that continued the waste materials described in each Meterial Profile Material Profile Report and (b) have not been mired, combined or officialise tileanted in any disadity with any nuturial reach would confer the Waste Magazials hazardous under applicable law, including without Emitation 40 CFR Pad 261.
- The following true paragraphs D. 14 apply only where Salety-Kleon furnishes its Plaint Masie Service to Customer:
 - Sslery iffeen ingrees to collect transport recycle and/or depose of, in accordance with all applicable laws and regulations, at paint francist socialists and point (Paint Martin) generated by Customs; and territoring to Scholy-Oven, Casiomer represents and wenants that all Paint Wears to liferad by Costomer to Sefert-Kleba will conform to the DCF description of auch was contained on the face of this Parvice and Salas Ackreswiedginers.
 - Colleges or consess that Point Webse they to not numerice or had set proposed or indic of school solars will be subject to additional charges.
 - 3. All or your equipment and containers provided by Spiety-Kleen shall be and remain the numbers of Safato-Been, and, upon terminator of Safato-Been, and the returned to Salety-Reen in good repart and condition.
 - It Safery-kinen provides in Nobbazort ous Paint Waste Service to Compress. there, oder. Quatomer rupresents, warrants and carafter that the Paris Made colleged by Salety Rean held not been mixed, combined or otherwise blended in any quantity with adv material that would render the Paint Maste harardous under applicable law including valuous anabaion 40 CFR Part 28th Contemes buther represents, warrante and ceraties that such Paids VAste was produced in the same process that produced the Paint Waste that was, (a) sampled and adalyzed by Safety-Ween to custly the waste strikem for nonnezordous treatment; or (b) in this event Customer qualifies rock has elected not to have its baint waste street analyzed by Softoy-Ricen. artifyzed or otherwise investigated by Costoner to support Customers confiliantion that such wests arriven is nonhazardous.
- The tillingung too, perspreads E-112 apply only where Sofoty-Klean furtienes its Dry Cleaning Service to Costomer:
- Subory suggest in graphed, transport, recycle and/or dispuse of inachoromets with an appressful tava and regulations, of thy classified litter cylinities, the powder and still residues contained perchlorosity/end. permission magnifies or influentiablescentiage dry deserve covers. (12) Cleaning (Vestor) guarated by Customer and tendered to Set to Records and ordering with all applicable tasks and regulations. Customor solves to store as Dry Chaning Wests in containors provided by Science-Records adves not to minute different dreams at Day Cleaning Mestic together or with refler materiate. Customer reduced up and wernings that of Day Clerolog Wester underect by Costomel to Safety-Reen will conform to the DOT tack charge of such waste contensed on the table of this Service and Gales Administration and
- 2. All surrant individuent and containers provided by Safety-Veen seet be and remain the diopeny of Salety-Meen, and, upon termination of service, shall beliefurned to stately-ligen in door repair and condition.

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- Salety-Ween screeks to independ a note! handless and defend C ŏ from and analinst any and pill dialine, possibled, lesses, diamagus an exponent and other febrillies of whitever fixture finducing limitation designed dolorse, settlement and massembre externey, cordinnation besits to use see, seem in the represent to costs of these or other professional focial and stock represents to costs of these or other professional focial and stock represents to the costs of the second focial and the costs of th contamment and closing and any paradial actions under Comprehensive Environments Despoyers Combination and and Lab of 1900 or comparable state selection less), which Distorter may inc become reconcitible to list the transplan of the Safety Klean's breach any representation, warranty form or and as on this Abstract control to the mediannoe, lederstronal rollsconduct or victorical of law of Setare Colon. supplyees, species, or purpositive talls in the proformance of it Antonepoor

Customer agrees to indemnify hold herofoss and defend Safety Votrian and against any ond an Johns, panaiter, hasses, donnages, cos-expenses, and other liabilities of valuation paties (nature facturing with: limitation costs of detonce, settlement and reconstant adomes, consult or other professional teas and the reasonable costs of investigation containment and clashup and any nemidial actions under Comprehensive Environmental Responder, Compensation and Littlety of 1989 or coir carable state superiord (\$4), which Salety-Kleon may no become responsible for, or suffer by reason of (a) Customer's breach any representation, warranty, term or promater of this Agreement (b) 1 madicience, intentional eniscophist or violation of law of Customeremployees, agents, or supportectors in the performance of hi

- In the event that any plaints, nembers, based demoner, easis, extens and other prolities referred to allower are completed to by the larger compact despiger des extensional existe foliat de sinterior de aix of the Selvety-Kloon and Customer, the politice appearing all such than penalties, losses, damages, costs, expenses and other habilities shall appear are distributed as a second of the particular of the property of the pr
- 2. Customer certifies that all motories tenfored the Safety-Micro are whose classified described parkaged, mest do and labeled and are in brokcondition for transportation in easy statue with applicable requestions the Department of Fransportation
- 3. Customer agrees that service hereunder will pontious unit Customer Salety-Kiren terminates service. If Children's IS a party to a One or 1 Year Service Agreement or Excusive Service/Guaranteed Pricing with Safety-Klash, the pertion may only rendinate abryide as provided if acagmement. If Customer is not a pany to such less sorgement, either comay terminate by furnishing the other party with soay (80) days or written notice thereof.
- 4. Customer shall pay Solety-Kigen according to Satety-Kigen's standa price schedules, which actedules are Jubied to change by Satotylike from time to time without notice; profited flowever, that in the ev-Customer has consered into Safety Effect's One or Two Year Bark Adresment of Guaranteeu ProjectEach, Sive Schioe Acreement, andes v the as set tooth in such experiment. Profession het include het perfice. seles tax. An amounts due Salery-Geen are subject to an interest empige. the leaser of 1995, as month (1975, december), or the maximum of allowed by law on any uneard americal that are not could writen in by to
- 5. If any least action is deviationable because of the dispute drew cefailt, or his corast attion, the perfecting party stall do earlied recover attenues a less and costs (in turbing costs of coloration), in additi to any other roted to where a one. So, on find
- 6. In the event the credit card leaver refusely to unberi the great card than for this transaction has forth on the time of the donument, Salety-Mean surportized to charge the amainst it and translation to Customer's Unite Elano account.

bately-Keen, its agains and connectors, have the remacity and are sufferiz and permitted, in accordance with all epoplicable level and regulations, therespon, accept store, reclaim ancies displace of the wester, disted on t droumers.

Montgomery Advertiser

Box 1000 Montgomery, Alabama 36101-100

PURCHASE ORDER NUMBER 3372

SHIP TO.

Marcus Riley

P.O. Box 1000

Montogmery, AL 36101-1000

TO:

Safety-Kleen

1. THIS ORDER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKAGES AND SHIPPING PAPERS.

2. MAIL INVOICE IN DUPLICATE
ATTN: ACCOUNTING DEPARTMENT

3. INVOICES ORDERED FOR GOODS FURNISHED WITHOUT A PURCHASE ORDER WILL NOT BE HONORED

4. SALES TAX # 5109030 FEDERAL ID # 63-0458983

DATE:

ACCOUNT

☐ This Purchase was Budgeted

10160-510300

This Purchase was not Budgeted

12/07/00

QUANTITY	DESCRIPTION	UNIT PRICE	EST. PRICE
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	any hazardous waste is present. Also complete a material profile in preparation		
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	NOTE: Removal and disposal of the waste is not included in the price.		
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			man de Menos
		Subtotal	350.00
	·	Taxes	<u>-</u>
		Freight/ S&H	-
		TOTAL	350.00
	Marcus F Ordered	Riley By	
SEDARTMENT	Pullding Mike O'C		

Approved By Department Head or Designee
Scott Brown

Approval (over \$100)

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BEFORE USING SAFETY-KLEEN SOLVENTS, CLEANING SOLUTIONS OR EQUIPMENT, READ ALL APPLICABLE MATERIAL SAFETY DATA SHEETS (MSDS), LABELS, AND INSTRUCTIONS, IF YOU HAVE ANY OURSTIONS OR NEED ADDITIONAL INFORMATION, PLEASE CONTACT YOUR LOCAL SAFFTY-KLEEN SERVICE CENTER OR CALL 1-800-869-5740.

- PAINT OUR CLEARER SERVICES. The following time, paragraphy A 1-3. son- only where Salety-Klaen formshes its Ports Cleaner or Point Cleaner Services to Costomer:
 - 1. Selety-Ricco across to collect for replacation from Customer the upon entured sounded the Salery-Bonn to verify or naution or clearer machinates. Collection of the used solvent shall be on a periodic basis as otherwise provided here to Safety Kleen analyteology the used solvent for padelinery. Safety-tileon has the capacity and is permitted to accupt, store and/or hadan the solutions by solvents provided to Customer hereunds. Safety-tileon and Customer agree that this agreement is intended to satisfy the requirements of 90 Ocde of Foderal Requiettine 193,20er, as amended. and any state requisitions which implement sam provision. Costomer garrens to keep this form on the for 3 years from the date of bet pervice.
- 2. Customer across that if will not introduce that will not introduce that will not introduce. proposes elegating collition, including without importion are, businesses waste or hazardous waste constituent, except to fine extent such introduction is politicial to the populations of the reaching Conforms. further somer that it will not deen performed aline that have been continuented with at otherwise introduce adjusted problems. IPCRA harboides, busicides, prexing or taken harmony, waster fac the seivent or acupous a earling pounion.
- C. If Befaty-Alleen provides its Northwestlons Parts Courses of Paris Gun Cleaner Services to Customer, Casterns, represents, warrants and certified that the solvent or aqueous solution contented by Safety-Mean harachder of provisions applicable to safety-Means paint waste service. has not been mixed, combined or otherwise blenders in any quantity with any material that would render the solvers or reduced cleaning adulienhazardeus under applicable law, including vitrout limitation 40 CER Part 281. Customes further represents warrants and certified that such solvent or appendix destring solidon was denotated in the same process that constated the waste colored or equations thought in entere that wast the sempled and analyzed by Safety-Sieco at busing the whote stream for monthagerous treatment or (b) in the event Oustonier qualities and has pleated not to have its waste solvent or aductors cleaning solution. analyzed by Salety-Kleen, analyzen or otherwise oversignated by Gustomer to support Customar's certification that such waste atteam is esternacional arcinist.
- S. PROVISION APPLICABLE TO SAFETY-RUSEINS PARTS CLEANED PAINT 1 SUM CLEANER AND MAGING SERVICES. The following paragraph B. 1 applied only where Safety-Rosen funcioned to Freis Clether, Paint Cun Cogner or preeding Services to Customer:
 - 1. Customer acknowledges placement of the parts desired units of larmership elemes unit(s), paint gun desser unit(s), metallic represenent coloublished system(b) and/or electrolytic units) set forth on the face of the Safety-Riben Piscement Form which was incounted to Castomer, Safety Claim garees to service and maintain his countries it and Customer horses. than all servicing, repair and insintenzance of such academent shall be personned anticlay Safety (Ceers, Europe as provided before for an elledisposal of squeeus cleaning solutions at Secto Meen actioment. solvenus and aqueous creating solutions and remain the property of Safety-Riben and shall be reteined to Batery-Picca curon termination of SERVICE, Constanted contact to the fact that the contact of contact and due to go provisions applicable to september on the DPY CLEANING SERVICE, loss or damage. All Customer-owned equipment shall be bendend by Sofoty-Bloom, but onen be mentioned and repelied by and comein the procesty of Customer.
 - In the event Customer gipots to dishose of abucous creating autitions provided hereunder at Customers site, title to seek solutions shall pass to Customer upon such disposar. In such event, Ousterner (a) represents and warrants that such on site displays complies with all applicable laws. regulations and orders and (b) agrees to indemnify, hold harmless and defend Salety-Kleen from and against any and all paints, possibles, lesses, damages, costs, expenses and other lightlifes of vinateror nature (including without limitation costs or detense, explanary and teasonable adorney, consultant or other projessional feed and the reasonable costs of investigation, contamination and cleanup and any remodel actions under the Comprehensive Environmental Response. Comprehension and Cability Act of 1980 or comparable state apportund laws, which Safety-Risen may linear, became responsible for, or suffer by leader of such disposal of achiecus dicarend volucions proviona hazeneda: de Custornat's silvi-

- SAFETY-KLEEN SERVICE CENTER OF CALL 1-800-859-5740.

 A PROVISIONS APPLICABLE TO SAFETY-KLEEN'S CLEANER AND C. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S FLUID RECOVERY. PROVISIONS APPLICABLE TO ALL SAFETY-KLEEN'S SERVICES AND CHER PROVISIONS APPLICABLE TO SAFETY-KLEEN'S FLUID RECOVERY. RECOVERY OF THE OWN IN A SAFETY-KLEEN'S SERVICES AND CHER MASTE HANDLING AND DISPOSAL. Recovery as the applicable to be a safety of the safety services and control of the participation of IMAGING SERVICES AND OTHER WASTE HAMDLING AND DISPOSAL SERVICES. The following two paradiable C. 1-2 apply where Salak Ricon furnishes its Finial Receivery, Irraning Services or any other handling or disposal Services to Contemer for which a Masonal Profile is required:
 - 1. In accordance with the Agreement by and between Customer and Safety-Winen, which is incorporated herein by this reference Customer represents, warrants and hereing re-colletes to littlery-Kicen that all waste materials the "Waste Materials" tendentially Customer to Satery-Kleen will conform to the description of such Araste Materials contained in the Material Profile that was submitted by Oustomer for such Weste Materials and the Material Profile Banning which bears the Profile or Reference humber re-sociated with their carboder cheers of Wasto Materials, Customet repartities that no material calender has contained either in the characteristics of the Wisto Materials of the process governing the Waste Materials. Customor adamyweedges and agrees that the Waste Materials is well as any monconforming Wester Materials, should be numbed in accordance with the terms of the aftergreenboner! Another ead,
 - If Safety-Riger provides its Montherproduct Pluid Recovery Service to Customer here: mile: Contomer, serveness werrards and certilies that the Whore Metanala collected by Selecy Ricen (a) were produced in the semo crocens but produced the waste naterials described by said Material Profile Matsual Profile report and (b) have not been used, combined or gill awice beauted in any quantity with our material at little would receive the Waste Margares has and as under addition away national validate limitation. 19 CFR Part 201.
 - The following four puragraphs D 1.4 gooty only where Salety-Fleen furnishes its Paint Wasie Service to Customer:
 - is Salety-Kleen acrees to collect, transport service and/or dispose of, in accordance with all applicable laws this regulations, all paint thinners applyings and believe (196 of Waster) contented by Costomor and tendered to Safe-visional Customes represents and warrants that all Paril Wester removed by Consorrer to Safety Kleen will conform to the COT description of such waste contained on the face of this Service and Salos
 - 2. Customer agrees that Paint Waste that is not comprible or has six Inches or givere of settled solids will be subject to exictional charges.
 - 3. All storage soutement and containers provided by Salaty-Kleon sharibe and remain the property of Safety-Years, wird, upon termination of service, shall be returned to Salidy-Killean in acon report and condition.
 - 4. If Safety-Kloen skovises as Montagardous Page Waste Service to Customer heraunder, Customer represents, manarity and certifies that the Point Waste colleged by Salary-Coan has not been inbod, combined or otherwise blended in any agastaly with rare material that would reader the Paint Weste nevertions under opphisedle issuinctuding situation reliation 40 CFR Part 281. Customer todage represents, warrants and califies that such Paint White was produced to the came process that produced the Print Waste that was: (4) sempled and unalyzed by Safety-Reen to crollify the weath smooth for contraportions insetment, or (6) in the event Customer qualities and has alouted not to have as earnt weals atteam enalyzed by Satety-Alech. analyzed or otherwise investigated by Ouslamm to support Customer's certification best such weste stream is nonnecentous.
 - The following two paragraphs E. 1-2 acryly only where Salety-Kisen furnishes it's Dry. Cleaning Service to Customer:
 - 1. Salaty-Yiden agrees to notical, paragrapt recycle audior dispose of, in accelerates with all emplicable term and regulations, all my receiving little partridges, litter consider and self-residues containing parchibicothylens. peticleum nanniha or villurchichlorophana dry cinaning solveds ("One Olegning Waster) generated by Customar and tendered to Salaty-Kleen in accordance with all applicable laws kind regulations. Customer agrees to store its Dry Catoning Wasto in containers provided by Safety-Kleich and logress not in mixits different salisme of Bry Cleaning Waste together or with officer treaterials. Continues represents and warrants that all Div Cleaning Waste pendered by Customer to Salety-Risen will credown to the DOT description of such veiste concerned on the take of this Service and Salos
 - remain the property of Salley-Ricen, and, upon termination of service, shall ba returned to Salety-Weet in about repair and condition.

- fellowing six paragraphs F. 1-6, apply to all Suppy-Bleen Services:
- 0 1. Safety Electric parases to indemnity, hold harmless and defend C from and against any and ay claims, penulins, losses, demands expenses and office liabilities of oftenever before including the fimitation costs of defense, softiement and rensonable efformed, nor 2013 or other professional fees and the reasonable costs of invest call priver provensional reas and the reasonable costs of investigation containment, and cleanup and any remedial actions and any Comprehensive Enginerated Response, Comprehensive and Lat 20 of 1990 or compercials easts superfund rawl, when Castomer may lead become respondible for lor suffer by mason alliest Safety-Kleen's greath any reprocediation, warranty, tenin or provision of this Agreement or this is healigance, injentional misconduct or violation of tay of Sziety-Kiese. employees, paints, or superprinciples in the padamages of the Acceptages

Customer agrees to indomnify, highly harmicsu and defend Safety-Kielform and forgett and and all claims, benefites, locates, damages, comexpenses and office behavior of whelever natura factoring when Emitution conto di rieleche, settlement and reasonable efformer, consult. of other professional has and the reasonable cooks of inception's contaminary and descriptions and environmental actions under a Comprehensive Environmen in Response, Cornegmation and Calcille I of 1650 as accompanied to state suggestions to at which Sainty (Cook manufacture) because rapromotile for les guller by reason of (a) Gustame les tirende are representation, warranty, learn or provision of this Agreement dolls. preficence, intentional misconduct or violation of toy of Costmost. orgalizations, agents or subcontractors in the performance of the

In the event that any plains, penalties, tomars december, nexts warner. and other habitable referred to above are contributed to by the byceen contract realisence, mentional piscondiction addition of two of beparent-Mean and Coptomer the parent agree from all such clair. penalties, losses, camades, costs, expanses and other liabilities shall schoolinged among the heating on the basis of their comparative demoof fault

- 2. Customic ceaties that all materials tendered to Safety-Rices are propaclassified decorbed bechaded marked and aloded and are in procondition for transportation in accordance with suplicable regulations. the Department of Transportetion.
- 3. Customer spraes that contice transported continue and Customer Sofety-Kitero terminates service, if Customer is a party to a Cine of Di-Year Service Autherment or Exclutive Service/Guaranteeu Priono w Safety (Green, tim person may only terminate service as previous in, and spreement. If Gustomer is not a party to such an agreement, either pa their formities by furnishing the other party with vixiv (80) days or will be not have their act.
- 4. Cucumber start pay Safety Klaum according to Safety-Mean's claimte page asherdules, which school his are subject to change by Salety-Kiefrom time to time without notice; provided, however, then in the evi-Customer has emprind into Salety-Kleen's One or Two Year Sec. Agreement or Gueranteed Prioric/Exclusive Sorvice Agreement, prioce w he as out took in such appear one. Frices du pot acquete son contact sales tou. At amounts due Salety-Ripen are subject to an interest charge the lesses of 113% our month (19% per apriller) or the ineximizing a allowed by law on any unpaid alvoloes that are not paid within thiny to
- 5. If any logic ratios is commenced because of an affected dispute, presidefault, or in seconsentation, the provailing party shall be entitled recover atto key's fees and costs (including posts of perfection), in addition to any other relief in which it may be entitled.
- 6. In the event the gredit said requel refuses to accept the credit part char for this persuation set forth on the front of this document, Safew-Riedactivatived to charge the emount of the transaction to Customers Safe Kleen schoure.

Safety-Riesel, its against and contractors, have the bacarity, and are authoriz-2. All storage scripment and our temperatures provided by Salety-Rieen shall be and permaded a procedures with all applicable tower and requisitors. transport, accept store rectain undier dispose of the visites listed on the document



SUPPLEMENTAL CERTIFICATION



A. GENERATOR INFORMATION (Always complete) Generator Name
B. SUPPLEMENTAL INFORMATION (Always complete) Yes No MA (Not Anolicable) For Gas Cylinders To Clarence, NY (BDT) & Deer Park, TX: Is a completed Cylinder Profile Worksheet attached? For styrene containing waste: Has the waste been properly stabilized with TBC (tert-busyl-catehol) to prevent polymerization? For Hazardous Waste To Lone Min. OK: Are you aware that prior to the first shipment, generators must have submitted to the Oklahoma Department Of Environmental Quality a completed Disposal Plan application? For Non-Hazardous Waste To Lone Min. OK: Is a completed Oklahoma Certificate Of Non-Hazardous Waste Affidavit attached? DEA Controlled Substance Waste Subject To HON Group I Wastewater Regulations (40 CFR §63.132) Waste Subject To APHIS Foreign Soils / U.S. Quarantined Soils Compliance Agreement Is this a non-RCRA listed wastewater or a waste mixed with a non-RCRA wastewater generated from an electroplating, aluminum conversion coating or similar processes? If "Yes", will Safety-Kleen's subsequent treatment of this waste create a sludge that is a RCRA listed waste, e.g., F006 sludges from the treatment of electroplating wastewaters, F019 sludges from aluminum chemical conversion coating wastewaters? Yes No
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treatment of electroplating wastewaters, F019 studges from aluminum chemical conversion coating wastewaters? Yes No
Yes No Yes No
Is the material stored in vented drums?
Is the material regulated as a Marine Pollutant? (49 CFR §171.8)
Oral Toxicity LD ₅₀ (Mg/Kg) For Solids: □≤5 □>5-≤50 □>50-≤200 □>200 For Liquids: □>50-≤500 □>500
Dermai Toxucity LD ₂₀ (Mg/Kg):
C. TREATMENT. STORAGE, & DISPOSAL FACILITY (TSDF) INFORMATION (Complete if shipping directly to a SK TSDF)
Yes No NA (Not Applicable)
For PCB Material To Grayback Mtm. UT: Has the waste been deliberately diluted from an original concentration ≥ 500 ppm or deliberately mixed with soil in order to avoid the incineration requirements of 40 CFR §761.60(a)(1)?
For Annoch & Chananooga, TN & Holly Hill, SC: Does this waste contain hazardous air pollutants regulated under the Clean Air Act?
If "Yes", is a completed Hazardous Air Pollutant (HAP) form attached? Yes No
For Artesia, MS: Does this waste commin, or is it derived from, dioxin-listed wastes with F020-F023, F026 or F027 waste codes?
☐ ☐ For Empty Containers To Rosemount, MN only: Do the empty containers meet the MPCA Hazardous Waste Rule definition of empty?
For Empty Containers To Rosemount. MN only: Do the empty containers meet the MPCA Hazardous Waste Rule definition of empty?
D. GENERATOR CERTIFICATION (Always complete)
D. GENERATOR CERTIFICATION (Always complete) I hereby certify that I am an authorized agent of the generator, and warrant on behalf of the generator that the information supplied on this form and
D. GENERATOR CERTIFICATION (Always complete)
D. GENERATOR CERTIFICATION (Alwars complete) I hereby certify that I am an authorized agent of the generator, and warrant on behalf of the generator that the information supplied on this form and on any attachments or supplements hereto is complete and accurate, and that all known or suspected hazards of the material(s) described herein have

DWALKERSK.SUPPLEMENTAL CERTIFICATION Revols #



MATERIAL PROFILE

Safety-Kleen If applicable, Intercompany Customer Number:	SK Line Of Facility Business #: Profile #:
A. GENERATOR INFORMATION	☐ Check if Billing Information is same as Generator Information
Generator Name Montagnery ADV.	Billing Company
Facility Address (No P.O. Box) 600 Grach 1000	
City/State/Zip Monto Concry AL	City/State/Zip
Technical Contact YY 20013 Riply	Billing Contact
Phone Fax	Phone Fax
Generator Location (If different from Facility Address)	
SIC Code: DCESQG D SQG US EPA ID #	State Generating ID #
B. SHIPPING INFORMATION DOT Assistance Requested	Check if SK Transportation Services are requested
US DOT Proper Shipping Name	
Hazard Class / Division # ID # (UN /NA)	Packing Group (PG) RQ
Non-Bulk Shipping Containers	Bulk Shipping Containers
Size Steel Poly Fiber Quantity Frequency	Container Type Quantity & Size Frequency
55 Gal of 0 0 1 1-3-016	☐ Yd. ³ Box or ☐ Super Sack
Gal 🗍 🗍	Hard Top or Tarped Bin
Gal 🗇 🗇	End Dump (Tarped) Trailer
Gal 🖸 🗖	☐ Tank or ☐ Vacuum Trailer
C. GENERAL MATERIAL & REGULATORY INFORMATION	
Name of Material OII / WA761	
Process Generating The Material	Cyclet
Odor: None Mild Strong; Describe	ly oder
Yes No	Yes No
Regulated or Licensed Radioactive Waste	☐ ☐ Meets LDR Standards or ☐ Partially Meets (For Landfill Only)
Regulated Medical / Infectious Waste	Commingled Waste (Two or more hazardous wastes mixed as one)
Waste Subject To Benzene NESHAP Regulations	☐ ☐ Sorbent Added; If Yes, is sorbent biodegradable? ☐ Yes ☐ No
 ☐ TSCA Regulated PCB Waste (List any PCB level in Sec.D) ☐ Regulated Subpart CC Waste (VOs ≥ 500 ppm) 	Exempt Waste; If Yes, list reference 40 CFR State Hazardous Waste; State Code
☐ ☐ Regulated Ozone Depleting Substance	State Hazardous Waste, State Code EPA Hazardous Waste
CERCLA Regulated (Superfund) Waste	EPA Waste Codes (including any LDR subcategories, e.g., D003 Water Reactive):
Hazardous Debris (Subject to alternative LDR treatment standards)	
☐ ₩aste Contains UHCs/Constituents of Concern	
If Yes, list in Sec. D or Constituent Addendum	
EPA Haz Waste Only Origin Code: 2 2 3 4 5 Se	ource Code: A Form Code: B System Code: M
D. MATERIAL COMPOSITION	
1. Chemical / Physical Constituents: List all detectable components b	y chemical name, including physical material, e.g., sorbent, debris.
Chemical Constituents & Composition ppm 🗍 vol %	Chemical Constituents & Composition ppm
Q_{ij}	
1 A.O. 1 100 100 100 100 100 100 100 100 100	
Section. D continues on the next page for	Elemental Constituents ◆ Range Total ≥ 100%

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and the second second		al for: Analytical Profile (represen	· · · · · · · · · · · · · · · · · · ·	
	of Sections D.2; E & F is option COMPOSITION (Continue)	nal for: Standard Industry Profile (Safety-Kleen Corp. historical data	a utilized to complete D.2, E, & I
•		, eck if this waste contains No Detec	table Elements / Metals, unless	listed below.
		Method or Generator Knowledge	A.,	
	pm Constituent ppn		Constituent ppm	Constituent ppm
Aluminum ——	Cadmium	Fluorine	Nickel	Sodium
Antimony		Lead	Phosphorous —	Sulfur
Arsenic	Chromium	Lithium	Potassium	Thallium
Barium	Cobalt	Manganese	Selenium	Titanium
Beryllium	Gopper	Mercury	Silicon	Vanadium
	. – – –			
Bromine	Iodine	Molyodenum Check if this waste exhibits N	Silver	Zinc
Yes No	.naracteristics	Yes No	Yes No	
☐ ☐ Explosive		Oxidizer		Cyanideppm
☐ ☐ Shock Se		☐ ☐ Water Reactive		
☐ ☐ Pyrophor		Air Reactive	Polymeriz	_ · - · · - · ·
	compatibles; Describe	All Acactive	L) Folymeriza	avic
	PHYSICAL CHARACTERI	ISTICS @ 70° F		
. WENTERIAL	HISICAL CHARACTERI	W W I W W W W W W W	1	
of Phases	Color	Flash Point °F (if < 7	3°F) pH ☐ Liquids > 20% H ₂ (O pH Non-Aqueous
iquid %	Specific Gravity	73 - <100°F		> 2 - 4 pH
iludge %	Viscosity eps	☐ 142°F - <200° F _ ☐ ≥200°	F	H
Solid %	Density	Boiling Point (if < 130°F)	BTU's / lb. or Range	43.
	lbs/gal lbs/cu.ft.	Ash % (Bridgeport Only)		
Powder %	108.7 gal 25 108.7 cu. 11.	Asii % (Bridgeport Only)		
Gas %	Comments			
I hereby certify on any attachme been disclosed. I generator and the	ents or supplements hereto is con I agree that if the sample test res	the generator, and warrant on behalf inplete and accurate, and that all know tults indicate a discrepancy with any infu uation in accordance with the terms	n or suspected hazards of the mate formation supplied on this form, the and conditions of the contract be	rial(s) described herein have at either Safety-Kleen or the
Schol	A Market organical		anico di Typedy >	Date
Comments	Charle /-or	VAC 540		
<u> </u>		<u> </u>	<u> </u>	
		. %		
<u> </u>				
Safety-Kleen Use	Only	SKOS SKVS Non-haz	Evaluation Standard Industr	y Profile: SIP Index #
K Sales Rep. Name		Rep.#		/Branch #
rocess Approval #	Product		Flowpath # Pricing	
Vaste Approval &		TRI.	punn	
I certify acceptal	oility of this waste stream and tha	t all appropriate permits have been obt	ained, as indicated by Safety-Kleen	's facility approval below:
				//
Safety-Kleen's	Authorized Facility Signature	Name & Title (Pri	nted or Typed)	Date



SAFETY-KLEEN SYSTEMS, INC.
3001 DAY STREET
MONTGOMERY, AL 36108
PHONE NUMBER: 334-263-0385
FAX NUMBER: -334-262-0326

FACSIMILE COVER SHEET

SEND TO: Maray Pily	FROM: Richardle
DEPARTMENT:	DEPARTMENT:
FAX NUMBER: 261-1575	DATE: 12/27/00
URGENT REPLY ASAP PLEASE COMMI	ENT PLEASE REVIEW INFORMATION
TOTAL PAGES, including cover sheets	
COMMENTS Analysis en water	n förl pår gom
	Ø 4 4-0
	(sechandluc)
THE BEST WAS SERVICE YOU C	TE HANDLING AN BUY

PREDUCTION EVALUATION COMPLETE: 12/94/08

ACCEPT FOR SHIPMENT

CONTROL #: 2865/25-4

BIRMINGHAM

GENERATOR INFORMATION: CUSTOMER NUMBER: 0001-94-9908

THE MONIGOMERY ADVERTISER

MONIGOMERY AL 36/64

ATTN: MARCUS RILEY

BRANCH: 301901 - BIRMINGHAM

ATTN: MARCUS RILEY

BRANCH: 301901 - BIRMINGHAM

ATTN: MARCUS RILEY

CONTACT: CHARLEST AND SHIPMENT

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BAZ SLIPSING INSERMATION: DOT ASSISTANCES AND SERVERS

OTY: 1 FROM: 52 WEEKS

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ACCEPT FOR SETPHENT LOCIOS	CONTROL #: 2065429-4 PROFILE REL #: 2065429-4
D. MATCRIAL COMPOSITION: AMALYTICAL T. CHEMICAL PHYSICAL CONSTITUENTS: NO VOLATILE ORGANICS DETECTED (VO.1% EACH NO VOLATILE ORGANICS DETECTED (VO.1% EACH RESIDUE RESIDUE DESCRIPTION: DIE, DIRT WATER CONTENT 2. ELEMENTAL CONSTITUENTS:	RMP COMPOUND DINOTED WITH \$
THE FOLLOWING VALUES ASSOCIATED WITH THE "<" ARCHITECTED IS THE REFORTING LIMIT. ALUMINUM \$ 25.00 MG/KG ANTIMUM \$ 17.00 MG/KG BARIUM (0004) \$ 56.00 MG/KG BERYLLIUM \$ 66.00 MG/KG BERYLLIUM \$ 66.00 MG/KG BERYLLIUM \$ 66.00 MG/KG	E NON-DETECTED. THE VALUE
CAMPANA	·
POTTASSION (DOLD) (233.00 MG/KKGGGG	

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ATTOM SERVICES ATTOM SERVICES	PREQUALIFICATION EVALUATION COMPLETED: 12/10/00 REVISED: 12/10/00
ACCEPT FOR SHIPMENT BRANCH/SUBMITTER: 301991 BIRMINGHAM	RON 17/22/66 CONTROL H: 2005/528 4 PROFILE NEF E: 2088/66
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S. MATERIAL PHYSICAL CHAR FIGURES LIQUES ROLLOS ROLLOS	NCTERISTICS B. /gF: 95. g px. BROWN, BROWN
THE COULDS >20% H20	200.05 F
PH LTOUIDS >20% H20 BTU'S / LU. OR RAMGE COMMENTS: FLAMMABILITY AT CHICK FOR VAC SVC'S	1010018 BTU/LE 200 F- NO FLASH BULK DUNGLEY: 0.95
	O ARD
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B1365-R4505 (REPCINI)

PREQUALDED CATAON EVALUATION

COMPLETED TRIPERSON

ACCEPT FOR SHIPMENT

CONTROL AAJ 2065425-1 2065425-1

ADDITIONAL ANALYTICAL

RESULT DESCRIPTION/ELEMENT

RESUL

PCB AMOUNT COLMER RADIOACTIVITY WATER CONTENT

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THE ANALYSIS CONTAINED HEREIN ARE PERFORMED SQUELY FOR THE PURPOSE OF CUALITYING THE ANALYZED HATTRIALS FOR ACCIPTANCI BY SAFETY-KLEEN CORF. IN ACCORDANCE WITH ITS FERMITS AND FROCESSING CAPABILITIES.

NOTICE OF LAND DISPOSAL RESTRICTION OF WASTE IN MOT REQUIRED.

MAR ACCEPT FOR SHIPMENT

S ENO OF DOCUMENT

Montgomery Advertiser

Box 1000 Montgomery, Alabama

36101-1000

PURCHASE ORDER NUMBER 3402

Ship To:

Marcus Riley

P.O. Box 1000

Montogmery, AL 36101-1000

TO:

Safety-Kleen Systems, Inc.

3001 Day Street

Montgomery, AL, 36108

1. THIS ORDER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKAGES AND SHIPPING PAPERS.

2. MAIL INVOICE IN DUPLICATE
ATTN: ACCOUNTING DEPARTMENT

3. INVOICES ORDERED FOR GOODS FURNISHED WITHOUT A PURCHASE ORDER WILL NOT BE HONORED

4. SALES TAX # 5109030 FEDERAL ID # 63-0458983

DATE:

12/21/00

QUANTITY	DESCRIPTION	UNIT PRICE	EST. PRICE
	and the state of the second of the second states of		5 ((550)
	manifesting (if necessary), labeling, labor, transportation, and disposal.	-	
7/20		So (SMICTIE)	
rie a la company			
Rai Birmania - Capa Labrina da Labra da Brid	No. 5 C. 10		
Language of the state of the st	Property of the second	11 12 12 23 24	10.00
	At Mary 1		To a control of the c
TAGE WEST OF THE			100-140-2
			K and District
	•		
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		CONTRACTOR OF THE PROPERTY OF THE PARTY OF T	The second secon
 			
		Subtotal	1,358.00
		Taxes	
		Freight/ S&H	
		TOTAL	1,358.00
		IOIAL	1,356.00

		Marcus Riley Ordered By	
DEPARTMENT	Building	Mike O'Connor	
		Approved By Department Head or Designee	
ACCOUNT	10160-510300	Scott Brown	
☐ This Purchase was Budgeted ☐ This Purchase was not Budgeted		Approval (over \$100)	

Montgomery Advertiser
Atm. Marcus Riley

October 10, 2000

Marcus,

Per our conversation, attached is a quotation for pumping of oil and water from bottom of lift shaft at your facility. Quote is based on sampling coming back non-hazardous. All-services include manifesting (ifnecessary), labeling, labor, transportation, and disposal. Should you have any questions, feel free to give me a call here at 1-888-669-7584.

Sincerely,

Richard A. Ard Industrial Manager Safety-Kleen Systems, Inc.

-3001 Day Street Montgomery, AL 36108



SAFETY-KLEEN SYSTEMS, INC. 3001 DAY STREET MONTGOMERY, AL 36108 PHONE NUMBER: 334-263-0385 FAX NUMBER: 334-262-0326

FACSIMILE COVER SHEET

SEND TO: Marcus Pilly	FROM: Carbon Chr
DEPARTMENT:	DEPARTMENT:
FAX NUMBER: 261 -1575	DATE: 10/10/0 0
URGENTREPLY ASAP PLEASE COMMI	ENT PLEASE REVIEW INFORMATION
TOTAL PAGES, including cover sheets	
of only water.	is quoto for pumpin
THE BEST WAS SERVICE YOU C	CANBUY

OCT 10 '00 07:2	22 FR SK MONTGOMERY3-019-	21205 262 0326 TO 261:	1575 P.03
₹ s	AFETY-KLEEN VACU	JUM SERVICE EST	TIMATE
unity time CUSTO	OMER INFORMATION -		DATE: / /
Montgomery	Advertiser		
NAME 200 Washing	ton Ave		SALES REPRESENTATIVE
ADDRESS MONTGOMECY	AL	BRANCH	<u>.</u>
CITY/STATE Riley	(334)26/		() -
CONTACT NAME	PHONE NUM	MBER	BRANCH PHONE NUMBER
RECTANGULAR TAN	KS		
144 .	96 · 14		<i>\$38</i>
LENGTH	WIDTH X HEIGH	+ <u>231</u> <u>-</u> _	CAPACITY IN GALLONS
x	xx	. 231	
LENGTH	WIDTH HEIGH	HT	CAPACITY IN GALLONS
CYLINDRICAL TANI	KS	· · · · · · · · · · · · · · · · · · ·	
and the same of th			
DIAMETER	DIAMETER MEIGHT X	0.7854 + 231 =	CAPACITY IN GALLONS
	• "	0.78 <u>54</u> <u> 231 </u>	<u> </u>
DIAMETER	DIAMÉTÉR HEIGHT	<u> </u>	CAPACITY IN GALLONS
SEPARATOR SOLIDS	Gallon	ns 3.85	s 🔘
	(276)	PRICE PER GALLON	\$ 838
SEPARATOR LIQUIDS	33 Gallon	PRICE PER GALLON	<u> </u>
TRENCHING SOLIDS	Gallor	PRICE PER GALLON	- \$ N/C
TRENCHING LIQUIDS	Gallor	PRICE PER GALLON	s nt
TRENCHING LABOR	Feet	, , , , <u>, , , , , , , , , , , , , , , </u>	\$ <u>\(\sigma \) C</u>
HELPER	MA Hours	5	s nt
VACUUM TRUCK	Hours	6	s 225°°
WASH WATER	100 gal		s 1/c
ANALYTICAL WORK	29500		\$ 295°°
AFTER HOURS FEE	NA		s 1/c
MISC.		·	\$
MISC.			\$
ESTIMATE TOTAL			s 1358°°

IMPORTANT NOTE: This estimate may not be indicative of your final bill. Providing us with blueprints, diagrams, capacities and/or any other information about your system will reduce the difference between this estimate and your final bill. Since most separator systems qualify as confined spaces according to OSHA, we are limited as to the practices we may use to access those systems and therefore depend heavily upon the quality of information that you are able to provide. Accordingly, although the prices per gallon, prices per hour and the price per foot will remain firm for thirty days, the actual yourne collected as well as the total price may differ.

mation that you are able to practices we may use to access those systems and therefore depend heavily upon the quality of information had you are able to provide. Accordingly, although the prices per gallon, prices per hour and the price per foot will remain firm for thirty days, the actual yourne collected as well as the total price may differ.

X
SALES REPRESENTATIVE SIGNATURE

** TOTAL PAGE. 03 **