

Gary P. Gengel  
Direct Dial: 973.639.7287  
gary.gengel@lw.com

One Newark Center, 16th Floor  
Newark, New Jersey 07101-3174  
Tel: +1.973.639.1234 Fax: +1.973.639.7298  
www.lw.com

## LATHAM & WATKINS LLP

June 8, 2012

W. David Keefer  
U.S. Environmental Protection Agency, Region 4  
Superfund Division  
Superfund Remedial Branch  
61 Forsyth Street, S.W.  
Atlanta, GA 30303

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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



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(“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 from 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.**

9. 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:

Black, Yellow, Red and Blue Inks – 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 ½ 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.

Fountain Solution—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.

Press Lubricant—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.

Film and Film Processing Chemicals—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.

Plate Developer and Plate Cleaner—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.

Film Kleen—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.

Parts Wash—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.

Copper Cleaner—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.

**Used Rags**—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.

**Other Products**—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:



- i. 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:
- i. 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 o,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,



Gary P. Gengel  
of LATHAM & WATKINS LLP

cc: Stephen P. Smith (USEPA)



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: **PRESSTOI 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.	% WT.	OSHA PEL	ACGIH TLV	OTHER RATINGS	OSHA 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 VOC% : 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% UEL: 7.0%  
 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.  
 Stability: Stable Incompatibility: Avoid strong oxidizing agents.  
 Hazardous Decomposition or Byproducts: Carbon monoxide and other compounds during combustion.  
 Hazardous Polymerization: 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.

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

**Medical Conditions Aggravated 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-trimethylbenzene.

**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.

**FOR MORE INFORMATION, CONSULT TOWER PRODUCTS, INC.**

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





FILM KLEEN

\*\*\*\*\*

SECTION II HAZARDOUS INGREDIENTS

INGREDIENT MATERIAL DESCRIPTION	CAS#	X BY WT.	ACGIH TLV(TWA) PPM	OSHA PEL PPM	OTHER LIMITS
A-46 PROPELLANT	/68476-86-8	/ 25-35	/NOT EST	/NOT EST/	
HEXANE	/110-54-3	/ 35.92	/ 50.00/	50.00/	/NOT ESTABLISH
ISOPROPYL ALCOHOL (Syn.: IPA, Isopropanol)	/67-63-0	/ 5-15	/ 400.00/	400.00/	/(PEL IS TWA) /STEL = 1000 PF

\*\*\*\*\*

This product contains one or more reported carcinogens or suspected carcinogens which are noted NTP, IARC or OSHA-Z in the other limits recommended column.

\*\*\*\*\*

SECTION III PHYSICAL DATA

Boiling Range: High- 250.0 F Low- 104.0 F  
 Vapor Pressure: NOT AVAILABLE  
 Vapor Density: HEAVIER THAN AIR  
 Evaporation Rate: FASTER THAN BUTYL ACETATE  
 Weight 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



MATERIAL SAFETY DATA SHEET

87107440 PAGE 1

DATE PRINTED: 08/18/97

PRODUCT NAME: ~~BLANKET SWELER~~  
 PRODUCT CODE: 7107440 FORMULA:  
 DOCUMENT NUMBER: 7107440 EFFECTIVE DATE: 07/17/97  
 MANUFACTURER: RYCOLINE PRODUCTS, INC.  
 8540 NORTHWEST HIGHWAY  
 CHICAGO, IL 60630  
 (773) 775-8755  
 EMERGENCY PHONE: CHEMTREC 1-800-424-9300

HAZARDOUS INGREDIENTS

CHEMICAL	CAS#	PERCENTAGE	HAZARD III
1. AROMATIC 150 SOLVENT THIS CHEMICAL CONTAINS: NAPHTHALENE TOLUENE	64742-94-5 91-20-3 108-88-3	10-15 10 <0.01	NO YES YES
2. ALIPHATIC 140 SOLVENT	8052-41-3	60-65	NO
3. 1-METHOXY-2-PROPANOL ACETATE	108-65-6	30-40	NO
4. CYCLOHEXANOL	108-93-0	20-30	NO
5. DIACETONE ALCOHOL	123-42-2	5-10	NO

FIRST AID PROCEDURES

**EYE 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 soap & water. Get medical attention if indicated.

**INHALATION:**  
Remove victim to fresh air. Give artificial respiration or oxygen if needed. Get medical attention if indicated.

**INGESTION:**  
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 HAZARD INFORMATION

FLASH POINT, Degrees F, method: T.C.C. ...104  
 AUTOIGNITION TEMPERATURE...Unknown

## MATERIAL SAFETY DATA SHEET

#7107440

PAGE 2

**FIRE and EXPLOSION HAZARD INFORMATION**

CONTINUED

**EXPLOSIVE LIMITS IN AIR...**Unknown**EXTINGUISHING AGENTS:** Use the following media when fighting fires:

Water spray/fog, CO2, Dry chemical, Foam

**SPECIAL FIRE FIGHTING INSTRUCTIONS:**

Use self-contained breathing apparatus &amp; protective clothing

**UNUSUAL FIRE AND EXPLOSION HAZARDS:**

Do not flame cut, weld or saw empty container.

**REACTIVITY INFORMATION****STABILITY:** Stable**CONDITIONS TO AVOID:**

Heat, sparks and open flames

**INCOMPATABILITY (Materials to avoid):**

Strong oxidising agents

**HAZARDOUS DECOMPOSITION PRODUCTS:**

Oxides of carbon upon combustion.

**HAZARDOUS POLYMERIZATION:**

Will not occur.

**HANDLING and STORAGE PRECAUTIONS****EYE PROTECTION:**

Chemical safety splash goggles.

**SKIN PROTECTION:**

Neoprene or natural rubber gloves should be worn.

**VENTILATION REQUIREMENTS:**

General mechanical ventilation of area is recommended.

**RESPIRATORY PROTECTION:**

NIOSH recommended, if above TLV.

**STORAGE PRECAUTIONS:**

Protect against physical damage to containers. Store in a cool, well ventilated area. Keep 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 rinse 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 METHOD:**

TAC0000006



MATERIAL SAFETY DATA SHEET #7107440 PAGE 3

**SPILL / DISPOSAL PROCEDURES**

CONTINUED

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

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

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

**HEALTH HAZARDS**

**PRIMARY ROUTE(S) OF EXPOSURE:** Eyes, skin and inhalation

**EYE CONTACT:** Product may cause the following:

Moderate irritation on contact, vapors may also be irritating.

**SKIN 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.

**INHALATION:** Product may cause the following:

Irritating to the nose and throat. Headaches, central nervous system depression and nausea possible.

**INGESTION:** Product may cause the following:

Irritating to the digestive tract and may cause headaches, central nervous system depression and nausea.

**CHRONIC EFFECTS OF OVEREXPOSURE:**

Skin disease

**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 overexposure to this product may cause headaches, nausea and central nervous system depression or damage.

**CARCINOGENICITY:**

The ingredients of product have not been identified as a carcinogen by: OSHA NTP IARC

**EXPOSURE LIMITS:**

MATERIAL SAFETY DATA SHEET #7107440 PAGE 4

HEALTH HAZARDS CHEMICAL -----	ACGIH/TLV -----	OSHA-PEL -----	CONTINUED
1. AROMATIC 150 SOLVENT THIS CHEMICAL CONTAINS: NAPHTHALENE TOLUENE -----	100 ppm (TWA) 10 ppm none established	100 ppm 10 ppm none established	
2. ALIPHATIC 140 SOLVENT	100 ppm (TWA)	100 ppm (TWA)	
3. 1-METHOXY-2-PROPANOL ACETATE	not established	not established	
4. CYCLOHEXANOL	50 ppm (TWA)	50 ppm (TWA)	
5. DIACETONE ALCOHOL	50 ppm (TWA)	50 ppm (TWA)	

TOXICITY DATA: CHEMICAL -----	LD50 RAT, oral -----	LC50 RAT, inh -----
1. AROMATIC 150 SOLVENT THIS CHEMICAL CONTAINS: NAPHTHALENE TOLUENE -----	>5 g/kg unknown unknown	unknown unknown unknown
2. ALIPHATIC 140 SOLVENT	>25 ML/KG	>700 ppm/4H
3. 1-METHOXY-2-PROPANOL ACETATE	6532 mg/kg	unknown
4. CYCLOHEXANOL	2060 mg/kg	unknown
5. DIACETONE ALCOHOL	unknown	unknown

ADDITIONAL INFORMATION:  
EPA hazardous waste number for Naphthalene is U165.  
CEILING LIMITS: 1800 mg/m<sup>3</sup>/15 min.

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 ----- SENSENS	REPRODUCTIVE ----- TOLUENE
----------------------------	----------------------------------

PHYSICAL / CHEMICAL PROPERTIES

APPEARANCE AND ODOR: Soft heavy gel, strong aromatic odor  
PH: Not applicable  
SPECIFIC GRAVITY (water=1): 0.930  
VAPOR PRESSURE (mmHG at 68 deg. F): Not available



## MATERIAL SAFETY DATA SHEET

#7107440

PAGE 5

**PHYSICAL / CHEMICAL PROPERTIES**

CONTINUED

VAPOR DENSITY (air=1): Not available  
BOILING POINT (degrees F): Not available  
MELTING POINT (degrees F): 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 (100%)

**REGULATORY INFORMATION**

See Title III, sec. 913 40CFR172: See "Hazardous Ingredients" Section  
(Note: the percentages given in that section are by weight (w/w)).

Chemical Control Law 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 Properties" Section.

**TRANSPORTATION and LABELING INFORMATION**

DOT SHIPPING NAME:  
HAZARDOUS CONTENTS:  
DOT HAZARD CLASS:  
ID NUMBER:  
PACKAGING TYPE:

HMIS RATING: HEALTH - FLAMMABILITY - REACTIVITY: 2-2-0  
scale: 0=no hazard, 1-minimal, 2-moderate, 3-high, 4-extreme

**END OF DOCUMENT**

NOTE: This MSDS supersedes all previously dated MSDS for this product.

DISCLAIMER: The information in this document is believed to be correct as of the date issued. However, no warranty of merchantability, fitness for any particular purpose, or any other warranty is expressed or is to be implied regarding the accuracy 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

TAC0000009

MATERIAL SAFETY DATA SHEET

UC 50 WASH

Page: 1

PRODUCT NAME: UC 50 WASH
PRODUCT CODE: A761
CHEMICAL NAME: BLANKET AND ROLLER WASH

HMS CODES: H F R P
1 2 0 B

SECTION I - MANUFACTURER IDENTIFICATION

MANUFACTURER'S NAME: PRINTERS' SERVICE
ADDRESS : 26 Blanchard Street
Newark, New Jersey 07105

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

SECTION II - HAZARDOUS INGREDIENTS/SARA III INFORMATION

Table with 5 columns: REPORTABLE COMPONENTS, CAS NUMBER, VAPOR PRESSURE (mm Hg @ TEMP), WEIGHT PERCENT. Rows include ALIPHATIC PETRO DISTILLATE (C9 - C11), AROMATIC PETRO DISTILLATE (C8-C11), \* 2-BUTOXYETHANOL, and NONYLPHENOXYPOLY(ETHYLENEOXY)ETHANOL.

\* 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
VAPOR DENSITY : 4.5 (air = 1)
DRYING RATE : 0.25(nButyl Acet.-1)
PHOTOREACTIVE : YES
VOLATILES : 98%
PHYSICAL STATE : LIQUID
SPECIFIC GRAVITY (H2O=1): 0.81
VAPOR PRESSURE : 2.5 mmHg at 20 C
VOC : 6.66 lb/gal METHOD: EPA #24
H2O SOLUBILITY : SLIGHT
APPEARANCE : CLEAR
ODOR : MODERATE SOLVENT

SECTION IV - FIRE AND EXPLOSION HAZARD DATA

FLASH POINT : 103 F
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.
UNUSUAL FIRE AND EXPLOSION HAZARDS: IF BOILING POINT OF SOLVENT IS REACHED, THE CONTAINER MAY RUPTURE EXPLOSIVELY AND IF IGNITED, GENERATE A FIREBALL.

SECTION V - REACTIVITY DATA

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

SECTION VI - HEALTH HAZARD DATA

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

TAC0000010

M A T E R I A L   S A F E T Y   D A T A   S H E E T

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 RESPIRATOR.

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 ACUTE EXPOSURE: NONE

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

**CARCINOGENICITY: NTP CARCINOGEN: No IARC MONOGRAPHS: No OSHA REGULATED: No**  
**MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE: DERMATITIS, MAY AGGRAVATE EXISTING LIVER AND KIDNEY AILMENTS.**

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

**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED:** VENTILATE AREA. KEEP AWAY 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 WATERWAYS 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 AWAY FROM STRONG OXIDIZERS, HEAT, SPARKS AND OPEN FLAMES. DO NOT CUT 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.

**OTHER PRECAUTIONS:** WE 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.

**=====  
SECTION VIII - CONTROL MEASURES  
=====**

**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 NORMAL 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 GOGGLES.

**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.

**=====  
SECTION IX - SHIPPING INFORMATION  
=====**

**GROUND SHIPMENT.**

**UN No : NA 1993**

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

**=====  
SECTION X - DISCLAIMER  
=====**

THE INFORMATION AND RECOMMENDATIONS HEREIN HAVE BEEN COMPILED FROM OUR RECORDS AND OTHER SOURCES BELIEVED TO BE RELIABLE. NO WARRANTY, 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 WHATSOEVER, EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

TAC00000011



*This instrument prepared by and  
Upon recording return to:  
Gwen L. Windle  
Haskell Slaughter 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:

1A  
1B  
2

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

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on this 26<sup>th</sup> day of September 2003.

The Advertiser Company, an Alabama corporation

By: *Dale A. Henn*  
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 24<sup>th</sup> day of September 2003.

*Karen Levy*  
NOTARY PUBLIC IN AND FOR THE  
COMMONWEALTH OF VIRGINIA

My Commission Expires: My Commission Expires February 29, 2004



**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 side 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 due 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.
4. Matters set forth on that certain the survey entitled "Old Montgomery Advertiser" of Goodwyn, Mills and Cawood, Inc. dated July 22, 2003.
5. Coal, oil, gas and mineral and mining rights and all rights incident thereto, which are not owned by Grantor.

103  
210

INDEX	5.00
RECORD FEE	1.00
RECORD FEE	15.00
CASH	21.00

09-29-2003 #1      ITEM 3  
1CL      3397 12:32TN

STATE OF ALABAMA  
MONTGOMERY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON  
2003 SEP 29 AM 10:04  
REESE MCKINNEY, JR.  
JUDGE OF PROBATE



### Montgomery County, Alabama Online Property Detail Information

Date Extracted	February 13, 2012	Tax Year	2011
Parcel Number	10-03-07-03-304-016.000	Appr Value	\$702,400
Parcel ID:	49711	Assessed Value	\$140,480
Property Address	WASHINGTON AVE	Tax Amount	

Owner Name	MONTGOMERY COUNTY COMMISSION PO BOX 1667 MONTGOMERY. AL 36102
------------	---

Property Class	Exempt	<table border="1"> <tr> <th colspan="2">2011 Tax Bill/Payment Information</th> </tr> <tr> <td>Receipt #</td> <td>106009</td> </tr> <tr> <td>Tax Due</td> <td>\$0.00</td> </tr> <tr> <td>Due Date</td> <td>October 1, 2011</td> </tr> <tr> <td>Delinquent After</td> <td>December 31, 2011</td> </tr> <tr> <td>Taxes Paid</td> <td></td> </tr> <tr> <td>Paid Date</td> <td></td> </tr> </table>	2011 Tax Bill/Payment Information		Receipt #	106009	Tax Due	\$0.00	Due Date	October 1, 2011	Delinquent After	December 31, 2011	Taxes Paid		Paid Date	
2011 Tax Bill/Payment Information																
Receipt #	106009															
Tax Due	\$0.00															
Due Date	October 1, 2011															
Delinquent After	December 31, 2011															
Taxes Paid																
Paid Date																
Current Use	No															
Property Assessment	02 - Exempt 20%															
School District	2															
Exemption	E															
Base Year Homestead																
Zoning	T5															
Deed Acres	Deed Dimensions 150.7 X 167 IRR															
Calc Acres	Calc Dimensions															

Legal Subdivision	Lot	Block	Plat Book	Plat Page
Plat Name				

**Mets & Bounds**

LOT 21 & N 100FT OF W 7FT OF LOT 22 S/S WASHINGTON ST WITH USE OF 10FT ALLEY BEING N FT LOT 9  
E/S MC DONOUGH ST ALSO E 43.5FT LOT22 23 ALSO LOTS 23 24 N/S ADAMS MONTGY

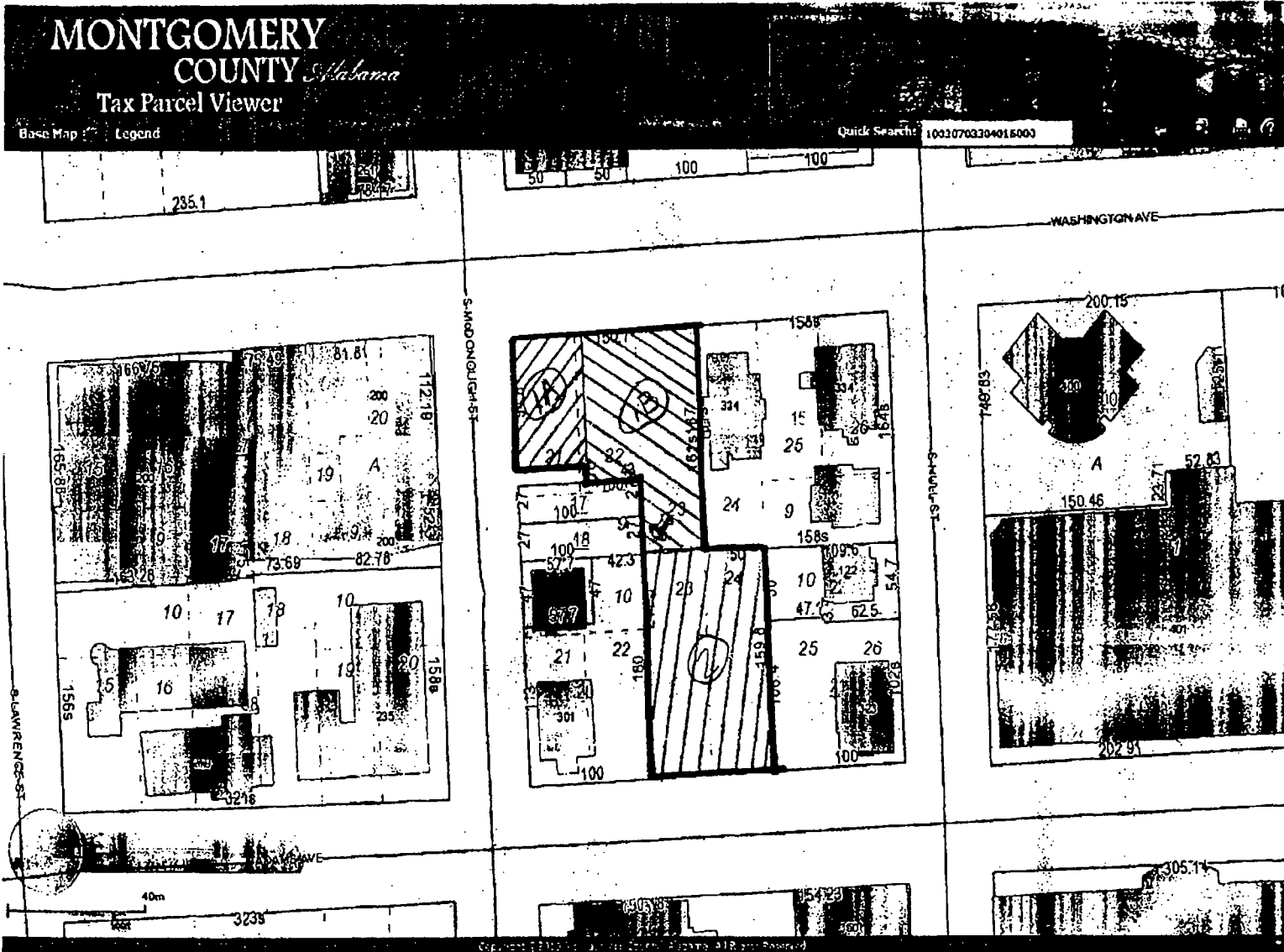
Deed Book	Deed Page	Deed Date	History Tax Year	Assessed Value	Taxes
2747	766	09/26/2003	2011	\$140,480.00	
611	165		2010	\$140,480.00	
614	201		2009	\$140,360.00	
614	55		2008	\$140,360.00	
			2007	\$140,360.00	

**Building Information**

Card #	Year Built	Story Hgt.	Base Area	Up Floor Area
Type of Construction	Code	Square Feet	OB&Y	Code
Appendages				34PASPI

Information deemed reliable but not guaranteed:

Montgomery County Revenue Commissioner (334) 832-1250  
Montgomery County Appraisal Department (334) 832-1303



TAC00000019

**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. C's 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

**TAC0000020**



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 discontinued and the previous dry cleaning arrangement was again used.

Mr. Cieszynski's employment ended with the Advertiser in approximately 1993.

I, Dennis Cieszynski, duly swear that the statements above reflect my best recollection at this time.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

STATE OF ALABAMA

DISSOLUTION

MONTGOMERY COUNTY

29728

OF THE ADVERTISER COMPANY

THIS AGREEMENT, with respect to the dissolution of THE ADVERTISER COMPANY:

WITNESSETH:

(1) The undersigned, constituting the sole stockholder 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 "X", Pages 84 to 95, Office of the Secretary of State, Ala., hereinafter called the "Corporation", pursuant to the applicable provision of law, and especially of Section 21(76), Title 10 of the Code of Alabama Recompiled, 1958, as amended by the statute appearing in the 1959 General Acts of Alabama, at Page 1093, consents 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 said corporation shall then proceed to wind up its business and affairs as soon as possible thereafter.

(2) The undersigned corporation certifies that it is the sole holder of the outstanding stock of said corporation, and that by these presents, does consent and agree to the immediate dissolution of said corporation.

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 witnesses on this the 7th day of March, 1963.

ATTEST:

THE ADVERTISER-JOURNAL, INC.

*[Signature]*  
Its Secretary

By *[Signature]*  
Its President

*[Signature]*  
Witness

BOOK OF ALABAMA, MONTGOMERY COUNTY  
I certify that this agreement was filed on the 7th day of March, 1963, at 10:43 A.M., and indexed to Book of Copy 55, Page 490. The full *[Signature]* Judge of Probate

STATE OF ALABAMA I  
COUNTY OF MONTGOMERY I

I, Carnegie Walls, do hereby 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 names are signed thereto constitute duly authorized officers of The Advertiser-Journal, Inc., the sole stockholder of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand as President of said corporation on this the 7th day of March, 1963.

*[Signature]*  
Carnegie Walls, President

Sworn to and subscribed before me on this the 7th day of March, 1963.

*[Signature]*  
Notary Public  
My commission expires on the 25 day of September, 1963.

CERTIFIED COPY

I hereby certify this document was filed in Montgomery County, Alabama on 3/7/63 in

Book Copy 55  
Page 490

*[Signature]*  
Judge of Probate

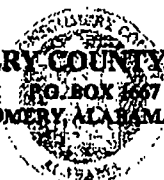
TAC0000022

WILLIAM F. JOSEPH, JR.,  
CHAIRMAN  
ELTON N. DEAN, SR.  
LYNN A. GOWAN  
JULEE WILLIAMS, JR.  
SAM H. WINGARDT, SR.

A COUNTY OLDER THAN THE STATE

**MONTGOMERY COUNTY COMMISSION**

MONTGOMERY, ALABAMA 36102-1667



ESTABLISHED 1818

DONALD L. MIMS, CPA, MPA  
ADMINISTRATOR  
JOHN A. MITCHELL, SR.  
DEPUTY ADMINISTRATOR  
(334) 832-1210  
FAX (334) 832-2533  
TDD (334) 285-3668  
www.mc-ela.org

March 3, 2002

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.

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

Sincerely,

Donald L. Mims  
County Administrator

**MATERIAL SAFETY DATA SHEET**

PRODUCT NAME: WASH V-120  
PRODUCT CODE: B010003

HMIS CODES: H F R P  
2 2 0 X

===== SECTION I - MANUFACTURER IDENTIFICATION =====

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.

===== SECTION II - HAZARDOUS INGREDIENTS/SARA III INFORMATION =====

HAZARDOUS COMPONENTS	CAS NUMBER	OCCUPATIONAL EXPOSURE LIMITS			VAPOR PRESSURE mm Hg @ 20°C	WEIGHT PERCENT
		OSHA PEL	ACGIH TLV	OTHER		
*PETROLEUM NAPHTHA	64742-95-6	N/E	N/E	50 ppm	2.7	68F 47
DIPROPYLENE GLYCOL METHYL ETHER	34590-94-8	100 ppm	100 ppm	150ppm/STEL	0.2	68F 5
1,8(9)-P-MENTHADIENE	5989-27-5	N/E	N/E	125 ppm	2.0	68F < 5.0%
PETROLEUM NAPHTHA	64742-88-7	100 ppm	100 ppm		2.8	68F 45

\* Indicates toxic chemical(s) subject to the reporting requirements of section 313 of Title III and of 40 CFR 372.  
WASH V-120 CONTAINS 12% 1,2,4-TRIMETHYLENEBENZENE CAS# 95-63-6 AND 1.4% XYLENE CAS# 1330-20-7 BY WEIGHT WHICH ARE  
COMPONENTS OF PETROLEUM NAPHTHA CAS# 64742-95-6. ALL INGREDIENTS LISTED IN THE EPA TSCA INVENTORY.

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

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

===== SECTION IV - FIRE AND EXPLOSION HAZARD DATA =====

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 FIRE, WEAR SELF-CONTAINED BREATHING APPARATUS (MSHA/NIOSH APPROVED) AND FULL PROTECTIVE GEAR. WATER MAY NOT  
BE EFFECTIVE TO EXTINGUISH FIRE. USE WATER SPRAY TO COOL FIRE EXPOSED CONTAINERS AND TO PROTECT PERSONNEL.

**UNUSUAL FIRE AND EXPLOSION HAZARDS**

TREAT AS PETROLEUM FIRE.



## SECTION V - REACTIVITY DATA

**STABILITY: STABLE  
CONDITIONS TO AVOID**

AVOID EXCESS HEAT AND SOURCES OF IGNITION.

**INCOMPATIBILITY (MATERIALS TO AVOID)**

AVOID MIXING WITH STRONG OXIDIZING MATERIALS.

**HAZARDOUS DECOMPOSITION OR BYPRODUCTS**

BURNING WILL PRODUCE OXIDES OF CARBON AND DENSE SMOKE.

**HAZARDOUS POLYMERIZATION: WILL NOT OCCUR**

## SECTION VI - HEALTH HAZARD DATA

**INHALATION HEALTH RISKS AND SYMPTOMS OF EXPOSURE**

BREATHING HIGH CONCENTRATIONS OF VAPORS WILL CAUSE IRRITATION OF THE NOSE AND THROAT AND CAUSE SIGNS OF CENTRAL NERVOUS SYSTEM DEPRESSION SUCH AS HEADACHE, DROWSINESS AND DIZZINESS.

**SKIN AND EYE CONTACT HEALTH RISKS AND SYMPTOMS OF EXPOSURE**

SKIN AND EYE CONTACT MAY PRODUCE MODERATE IRRITATION.

**SKIN ABSORPTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE**

A SINGLE, PROLONGED EXPOSURE IS NOT LIKELY TO RESULT IN THE MATERIAL BEING ABSORBED THROUGH THE SKIN IN HARMFUL AMOUNTS.

**INGESTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE**

INGESTION MAY CAUSE GASTRO-INTESTINAL IRRITATION AND POSSIBLE DAMAGE TO VITAL ORGANS. FOLLOW FIRST AID PROCEDURES.

**HEALTH HAZARDS (ACUTE AND CHRONIC)**

REPEATED OR ABUSIVE BREATHING OF CONCENTRATED VAPORS MAY AFFECT PULMONARY, CARDIOVASCULAR AND CENTRAL NERVOUS SYSTEM AND CAUSE LIVER AND KIDNEY EFFECTS. REPEATED SKIN CONTACT WILL DRY OUT AND CRACK SKIN. ASPIRATION HAZARD IF SWALLOWED; ASPIRATION OF LIQUID INTO THE LUNGS CAN CAUSE CHEMICAL PNEUMONITIS.

**CARCINOGENICITY: NTP? NO IARC MONOGRAPHS? NO OSHA REGULATED? NO**

THIS PRODUCT CONTAINS NO KNOWN CARCINOGENS.

**MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE**

SKIN CONTACT MAY AGGRAVATE PRE-EXISTING DERMATITIS.

**EMERGENCY AND FIRST AID PROCEDURES**

YES: HOLD EYELID OPEN AND FLUSH WITH WATER FOR 15 MINUTES. CONTACT A PHYSICIAN IF IRRITATION PERSISTS.

SKIN: WASH WITH SOAP AND WATER.

INGESTION: DO NOT INDUCE VOMITING. IF VOMITING OCCURS SPONTANEOUSLY, KEEP HEAD BELOW HIPS TO PREVENT ASPIRATION OF LIQUID INTO THE LUNGS. SEEK MEDICAL ATTENTION IMMEDIATELY.

INHALATION: MOVE TO FRESH AIR, GIVE OXYGEN IF BREATHING IS LABORED.

**SECTION VII - PRECAUTIONS FOR SAFE HANDLING AND USE****STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED**

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

**WASTE DISPOSAL METHOD**

IF THIS PRODUCT, AS SUPPLIED, BECOMES A WASTE IT IS REGULATED BY RCRA AS IGNITABLE WASTE, EPA I.D. #D001. SUITABLE METHODS OF DISPOSAL INCLUDE RECLAMATION AND FUEL BLENDING. CONTACT A LICENSED HAZARDOUS WASTE HAULER FOR MORE INFORMATION.

**PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING**

CONTAINERS SHOULD BE GROUNDING BEFORE TRANSFERRING PRODUCT. STORE IN THE ORIGINAL CLOSED CONTAINER AWAY FROM SUNLIGHT, EXCESS HEAT, SPARKS, FLAMES, AND OTHER SOURCES OF IGNITION. AVOID SKIN CONTACT. AVOID BREATHING VAPORS. WHEN TRANSFERRING OR USING THIS PRODUCT, WEAR PROPER PERSONAL PROTECTIVE EQUIPMENT.

**OTHER PRECAUTIONS**

DOT PROPER SHIPPING NAME: COMBUSTIBLE LIQUID N.O.S. (NAPHTHA), HAZARD CLASS: COMBUSTIBLE LIQUID, UN NUMBER: HA1993, PACKING GROUP: III  
PRODUCT IS CLASSIFIED AS AN OSHA CLASS II COMBUSTIBLE LIQUID.

**SECTION VIII - CONTROL MEASURES****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 (NIOSH APPROVED).

**VENTILATION**

IF CURRENT VENTILATION PRACTICES ARE NOT ADEQUATE TO MAINTAIN AIRBORNE CONCENTRATIONS BELOW THE ESTABLISHED EXPOSURE LIMITS IN SECTION II, ADDITIONAL GENERAL VENTILATION OR LOCAL EXHAUST SYSTEM IS REQUIRED.

**PROTECTIVE GLOVES**

WEAR SOLVENT RESISTANT GLOVES MADE OF NITRILE OR BUTYL RUBBER.

**EYE PROTECTION**

WEAR SAFETY GLASSES WITH SIDE SHIELDS.

**OTHER PROTECTIVE CLOTHING OR EQUIPMENT**

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

**WORK/HYGIENIC PRACTICES**

WASH WITH SOAP AND WATER AFTER PRODUCT CONTACT WITH SKIN.

**SECTION IX - DISCLAIMER****DISCLAIMER**

THE INFORMATION ON THIS MSDS IS BELIEVED TO BE ACCURATE AS OF THE DATE SHOWN IN SECTION I. SINCE THE USE OF THIS PRODUCT IS NOT UNDER THE CONTROL OF VAM, IT IS THE USER'S RESPONSIBILITY TO DETERMINE WHAT CONSTITUTES SAFE USAGE FOR A PARTICULAR PRODUCT. THIS FORM MAY BE REPRODUCED IN QUANTITIES NECESSARY TO MEET YOUR REQUIREMENTS.

WILLIAM F. JOSEPH, JR.,  
CHAIRMAN  
ELTON N. DEAN, SR.  
LYNN A. GOWAN  
JULES WILLIAMS, JR.  
SAM H. WINGARD, SR.

A COUNTY OLDER THAN THE STATE

**MONTGOMERY COUNTY COMMISSION**

PO BOX 1667  
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1810

DONALD L. MIMS, CPA, MPA  
ADMINISTRATOR  
AL UMPHREY, CPA  
DEPUTY ADMINISTRATOR  
(334) 832-1210  
FAX (334) 832-2533  
TDD (334) 285-3568  
WWW.MC-CIA.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. Mims  
Administrator

DLM/dd

Enclosure

TAC00000027

STATE OF ALABAMA \*  
\*  
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.

**TAC0000028**



WHEREAS, the MCC and the Advertiser do hereby agree to the above conveyance and do hereby set their hands and seals on this the \_\_\_\_\_ day of October 2002.

MONTGOMERY COUNTY COMMISSION

THE ADVERTISER COMPANY

W. F. Joseph, Jr.  
W. F. Joseph, Jr.  
By Its Chairman

Scott M. Brown  
Scott M. Brown  
By Its President

STATE OF ALABAMA \*  
\*  
COUNTY OF MONTGOMERY \*

ACKNOWLEDGEMENT

I, Sharon B. Dailey, a Notary Public in and for said County, in said State, hereby certify that W. F. Joseph, Jr., whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the 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 21 day of October 2002.

Sharon B. Dailey  
Notary Public  
My commission expires 3-12-03

STATE OF ALABAMA \*  
\*  
COUNTY OF MONTGOMERY \*

ACKNOWLEDGEMENT

I, E. Ellen Snipes, a Notary Public in and for said County, in said State, hereby certify that Scott M. Brown, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the 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 23 day of October 2002.

E. Ellen Snipes  
Notary Public  
My commission expires 3/11/06

50051-469  
#4354

*Softy Kleen*



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 Regulations 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.

3. 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.

4. 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.

5. DELIVERY.

TIME IS OF THE ESSENCE OF THIS CONTRACT. Goods shall be delivered to Buyer at its address specified on the face 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 not yet 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 or workmanship 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 "Warranty" 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 paragraph 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.

9. 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 Seller. 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 Seller's 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, indemnify 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 comply with the provisions of the Occupational Safety and Health Act of 1970 (the "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 comply 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 comply with the provisions of this paragraph and for the failure of the items furnished under this Order to so comply.

12. PATENT INDEMNITY.

Seller agrees to forever defend, 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, delivery, use, or sale of merchandise supplied under this Order, and Seller 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 unfounded.

13. ASSIGNMENT.

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

TAC0000032



**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:	<u>1,358.00</u>
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.	<u>82.08</u>	
	Total	\$1,987.00	

Building Manager,  
Marcus Riley

1000 North Randall Road  
Elgin, Illinois 60123-7857  
CUSTOMER NO.



FOR SERVICE CALL	TRANSPORTER	DOC. EXP.	SCHEDULED SERVICE WEEK	SCHEDULED TERRITORY	REFERENCE NUMBER
205-744-9170 TOM PEEBY					P000402565

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Montgomery Highway  
200 Washington Ave  
Montgomery 36104  
Attn: Mary  
B. Taylor

B I L L

CREDIT CODE	PREV. BALANCE	BAL. OVER 60 DAYS		
BUSINESS TYPE	CHAIN	OUTER COUNTY	SVC. P/C	PROD. P/C
TAX EXEMPTION NUMBER				
301901				

SERVICE DATE	SALES REP NO.	CUSTOMER P.O. NUMBER	CUSTOMER PHONE #	TAX CODE	HANDLING CODE	ASSOC. CODE	SERVICE TAX	C.O.M.S. TAX	PRODUCT TAX
12-21	26516		594 711-1521						

SERVICE/PRODUCT	UNIT PRICE	QUANTITY	CHARGE	SALES TAX	TOTAL CHARGE	CHLORINE TEST RESULTS		SK DOT NUMBER	CC	SERVICE TEAM	CHANGE SERVICE TERM	CHANGE SCH. DATE	PROMO NO.	RELEASE NO.
						HALOGEN TEST- PASS	FAIL							
10106	1.00	838	838.00		838.00	<input type="checkbox"/>	<input type="checkbox"/>							
10107	1.35	100	135.00		135.00	<input type="checkbox"/>	<input type="checkbox"/>							
10903		31	235.00		235.00	<input type="checkbox"/>	<input type="checkbox"/>							
10915			0.00		0.00	<input type="checkbox"/>	<input type="checkbox"/>							
10921		1000	0.00		0.00	<input type="checkbox"/>	<input type="checkbox"/>							
721		1	106.92	7.42	106.92	<input type="checkbox"/>	<input type="checkbox"/>							

TOTAL-SERVICE/PRODUCTS					1554.92	TANK CAPACITY	TRANSPORTER	DATE	1/12/01
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<b>GENERATOR STATUS: CHECK ONLY ONE BOX BELOW</b>			MANIFEST NO.	USEPA TRANSPORTER ID NO.	James Peaby	X	[Signature]
GENERATOR: HAZARDOUS WASTE CLASSIFICATION	VEHICLE FLUIDS ONLY	OTHER NON-VEHICLE FLUIDS	1 NO PREQUAL REQUIRED, NO HALOGEN TEST	2 NO PREQUAL REQUIRED, HALOGEN TEST AT PICK-UP	3 PREQUAL REQUIRED, NO HALOGEN TEST	4 PREQUAL REQUIRED, HALOGEN TEST AT PICK-UP	* REFER TO REVERSE SIDE FOR DEFINITIONS
CE SQG	<input type="checkbox"/> 1	<input type="checkbox"/> 3					
SOGL/QG	<input type="checkbox"/> 2	<input type="checkbox"/> 4					
			GENERATOR USEPA ID NO.	GENERATOR STATE ID NO.			
					PRINT NAME	X	SIGNATURE

1. US DOT DESCRIPTION (INCLUDING PROPER SHIPPING NAME, HAZARD CLASS, AND ID.)	12. CONTAINERS		13. TOTAL QUANTITY	14. UNIT WT/AQ	SK DOT NUMBER
	NO	TYPE			
USED OIL (NOT USDOT HAZARDOUS MATERIAL)					850
USED OIL AND WATER MIXTURE (NOT USDOT HAZARDOUS MATERIAL)	1	TT	1033		927
USED ANTIFREEZE (NOT USEPA OR USDOT REGULATED)					1176



INTERMEDIATE FACILITY NAME AND ADDRESS	SAFETY-KLEEN SYSTEMS, INC.	USA EPA ID NO.	STATE ID NO.
--	----------------------------	----------------	--------------

CASH <input type="checkbox"/>	TOTAL RECEIVED	APPLY PAYMENT TO:
CHECK NUMBER		<input type="checkbox"/> TODAY'S SERVICE/SALE
		<input type="checkbox"/> PREVIOUS BALANCE AS FOLLOWS
INVOICE #	AMOUNT \$	INVOICE #
		AMOUNT \$
CREDIT CARD NO.	AMEX	EXP. DATE
	VISA	
	MC	
CUSTOMER REFERENCE INFORMATION		

CHARGE MY ACCOUNT FOR THIS TRANSACTION UNLESS OTHERWISE INDICATED IN THE PAYMENT RECEIVED SECTION. SEE ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE AND MADE A PART HEREOF.
Print Name: <i>James Peaby</i>
X <i>[Signature]</i>
GENERATORSHIPPER DESIGNATED REPRESENTATIVE SIGNATURE
SEE REVERSE SIDE FOR IMPORTANT INFORMATION

TOTAL DUE	1554.92
P000402565	
026516	

OIL RECOVERY SERVICES/SALES ACKNOWLEDGMENT  
PART NO. 1353 (5/97)

Columbia, South Carolina 29201

WE CARE

CUSTOMER NO.

FOR SERVICE CALL

BRANCH MANAGER

DOC. EXP

SCHEDULED SERVICE WEEK

SCHEDULED TERRITORY

REFERENCE NUMBER

205-744-9170 TOM PEERY

P000402492

CREDIT CODE

PREVIOUS BALANCE

BAL OVER 60 DAYS

BUSINESS TYPE

CHAIN

OUTER COUNTY

SVC. P/C

PROD. P/C

LOCATION

TAX EXEMPTION NO.

301001

Montgomery Advertiser  
Washington Ave  
Montgomery, Al

B  
I  
L  
L

TIME DATE	SALES REP NO.	CUSTOMER P.O. NUMBER	CUSTOMER PHONE #	TAX CODE	HANDLING CODE	ASSOC CODE	SERVICE TAX	C.O.M.S. TAX	PRODUCT TAX
12-01	25197								

SERVICE/PRODUCT	QUAN.	CHARGE	SALES TAX	TOTAL CHARGE	WASTE MIN.	SOLVENT/DRUMS		CC	SERVICE TERM	CHANGE SERVICE TERM (WEEKS)(INITIAL)	CHANGE SOL DATE (YR MM)	INV. CODE	PROMO NO.	MSDS GIVEN
						CLEAN	SPEINT							
7640 granular absorbent	1500	4500	300	3600	4800									<input type="checkbox"/>
7420 absorbent sock	3100	3100	248	3348										<input type="checkbox"/>

TOTAL SERVICE/PRODUCTS

EPA TRANSPORTER 1 ID NO. USEPA TRANSPORTER 2 ID NO. GENERATOR USEPA ID NO. GENERATOR STATE ID NO.

SCRC000075150

CHECK APPROPRIATE BOXES: MACHINE CONDITION & CLEANLINESS, LAMP ASSEMBLY CONDITION, DECALS IN PLACE AND LEGIBLE, FUSIBLE LINK INSTALLED, EMERGENCY CLOSING OF LID UNOBSTRUCTED.

GOOD POOR YES NO MACHINE PROPERLY GROUNDED LOCAL PHONE NO. STICKER AFFIXED TO MACHINE SPENT SOLVENT MEETS ACCEPTANCE CRITERIA.

1. US DOT DESCRIPTION (INCLUDING PROPER SHIPPING NAME, HAZARD CLASS, AND ID)

12. CONTAINERS NO.	13. TOTAL QUANTITY	14. UNIT WT/VOL	SK DOT NUMBER	15. I CERTIFY THAT MY TOTAL WASTE STREAMS ARE WITHIN ONE OF THE FOLLOWING CATEGORIES:
			839	0 TO 220 LBS./MONTH
			1808	220 LBS. TO 2,200 LBS./MONTH
			11098	GREATER THAN 2,200 LBS./MONTH

HAZARDOUS WASTE, LIQUID, N.O.S. 9 NA3082 PG III  
 3039)(ERG#171) AQUEOUS BRAKE SOLUTION(8.3#/GAL)  
 AQUEOUS COMPOUNDS, CLEANING LIQUID (MONO-ETHANOLAMINE) 8  
 41760 PG III (ERG#154) (7.9#/GL) (D006, D008, D027, D039, D040)  
 CRAP FLUORESCENT LIGHT BULBS NOT USDOT REGULATED UNIVERSAL  
 AQUEOUS ELECTRIC LAMPS

DESIGNATED FACILITY NAME AND ADDRESS SAFETY-KLEEN SYSTEMS, INC. USA EPA ID NO. STATE ID NO.

SECTION 1

CASH  TOTAL RECEIVED APPLY PAYMENT TO: CHECK NUMBER TODAY'S SERVICE/SALE PREVIOUS BALANCE AS FOLLOWS

INVOICE # AMOUNT \$ INVOICE # AMOUNT \$

CREDIT CARD NO. AMEX VISA EXP DATE

CUSTOMER REFERENCE INFORMATION

MANIFEST NO. LDR MESSAGE

MANIFEST CODE SEQ #

IN THE EVENT OF AN EMERGENCY CALL 1-800-368-1760 (24 hours)

I AGREE TO PAY THE ABOVE CHARGES AND TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT. PLEASE CHARGE MY ACCOUNT FOR THIS TRANSACTION UNLESS OTHERWISE INDICATED IN THE PAYMENT RECEIVED SECTION. THE INDIVIDUAL SIGNING THIS DOCUMENT IS DULY AUTHORIZED TO SIGN AND BIND CUSTOMER TO ITS TERMS.

Print Customer Name: Marcus Riley

By: Marcus Riley Customer's Authorized Representative

THIS AGREEMENT CONTINUES ON THE REVERSE SIDE

TOTAL CHARGE (FROM ABOVE)

WASTE MIN. (FROM ABOVE)

TOTAL DUE 82.08

DO NOT WRITE IN THE AREA BELOW P000402492 025197

SERVICE AND SALES ACKNOWLEDGMENT PART 1366 (Rev. 12/99)





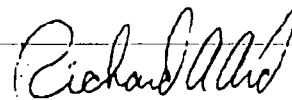
Montgomery Advertiser  
Attn: Marcus Riley

October 10, 2000

Marcus,

Per our conversation, attached is a quotation for pumping of oil and water from bottom of lift shaft 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  
Montgomery, AL 36108

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**TAC00000037**



safety-kleen.

the we care. 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 Pily FROM: Richard Ard  
 DEPARTMENT: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_  
 FAX NUMBER: 261-1575 DATE: 10/10/00

URGENT  REPLY ASAP  PLEASE COMMENT  PLEASE REVIEW INFORMATION

TOTAL PAGES, including cover sheets  
3

COMMENTS  
per our conversation is quote for pumping  
of oily water.

**THE BEST WASTE HANDLING  
 SERVICE YOU CAN BUY  
 IS ALSO THE BEST VALUE**



# SAFETY-KLEEN VACUUM SERVICE ESTIMATE

## - CUSTOMER INFORMATION -

DATE: 1 / 1

NAME: Montgomery Advertiser SALES REPRESENTATIVE

ADDRESS: 200 Washington Ave

CITY/STATE: Montgomery AL BRANCH: -

CONTACT NAME: Marcus Riley ZIP: (334) 261-1578 BRANCH PHONE NUMBER: ( ) -

PHONE NUMBER

RECTANGULAR TANKS					
<u>144</u>	x	<u>96</u>	x	<u>14</u>	= <u>231</u> = <u>838</u>
LENGTH		WIDTH		HEIGHT	CAPACITY IN GALLONS
	x		x		= <u>231</u> =
LENGTH		WIDTH		HEIGHT	CAPACITY IN GALLONS

CYLINDRICAL TANKS					
<del> </del>	x	<del> </del>	x	<del> </del>	x <u>0.7854</u> = <u>231</u> =
DIAMETER		DIAMETER		HEIGHT	CAPACITY IN GALLONS
	x		x		= <u>0.7854</u> = <u>231</u> =
DIAMETER		DIAMETER		HEIGHT	CAPACITY IN GALLONS

SEPARATOR SOLIDS	<u>0</u>	Gallons	<u>3.85</u>	\$ <u>0</u>
			PRICE PER GALLON	
SEPARATOR LIQUIDS	<u>838</u>	Gallons	<u>1.00</u>	\$ <u>838</u>
			PRICE PER GALLON	
TRENCHING SOLIDS	<u>0</u>	Gallons		\$ <u>n/c</u>
			PRICE PER GALLON	
TRENCHING LIQUIDS	<u>0</u>	Gallons		\$ <u>n/c</u>
			PRICE PER GALLON	
TRENCHING LABOR	<u>0</u>	Feet		\$ <u>n/c</u>
HELPER	<u>n/a</u>	Hours		\$ <u>n/c</u>
VACUUM TRUCK		Hours		\$ <u>225<sup>00</sup></u>
WASH WATER	<u>100 gal</u>			\$ <u>n/c</u>
ANALYTICAL WORK	<u>295<sup>00</sup></u>			\$ <u>295<sup>00</sup></u>
AFTER HOURS FEE	<u>n/a</u>			\$ <u>n/c</u>
MISC.				\$
MISC.				\$
ESTIMATE TOTAL				\$ <u>1358<sup>00</sup></u>

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 volume collected as well as the total price may differ.

X Richard Alford SALES REPRESENTATIVE SIGNATURE

X \_\_\_\_\_ CUSTOMER'S SIGNATURE







1301 Gervais Street - Suite 300  
Columbia, South Carolina 29201

CUSTOMER NO.

DUNS NO. 05-397-6551

FED ID NO. 75-2178928

CUSTOMER

FOR SERVICE CALL	BRANCH MANAGER	DOC. EXP.	SCHEDULED SERVICE WEEK	SCHEDULED TERRITORY	REFERENCE NUMBER
			CREDIT CODE	PREVIOUS BALANCE	BAL. OVER 60 DAY
			BUSINESS TYPE	CHAIN	OUTER COUNTRY
				SVC. P/C	PROD
			LOCATION		TAX EXEMPTION NO.

Montgomery Advertiser  
200 Washington Ave.  
Montgomery, AL

B I L L

CUSTOMER

SERVICE DATE	SALES REP NO.	CUSTOMER P.O. NUMBER	CUSTOMER PHONE #	TAX CODE	HANDLING CODE	ASSOC CODE	SERVICE TAX	C.O.M.S. TAX	PRODUCT TAX
12/15/00									

DEPT	SERVICE/PRODUCT	QUAN.	CHARGE	SALES TAX	TOTAL CHARGE	WASTE MIN.	SOLVENT/DRUMS			CC	SERVICE TERM	CHANGE SERVICE TERM (WEEKS)	CHANGE SCHED. DATE (Y. MM)	INV. CODE	PROMO NO.
							CLEAN	SPENT	# OF COST						
1	325588	208701	1	350 <sup>00</sup>											
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															

TOTAL-SERVICE/PRODUCTS				CHECK APPROPRIATE BOXES	GOOD	POOR	DECALS IN PLACE AND LEGIBLE	YES	NO	MACHINE PROPERLY MAINTAINED	YES	NO
USEPA TRANSPORTER 1 ID NO.	USEPA TRANSPORTER 2 ID NO.	GENERATOR USEPA ID NO.	GENERATOR STATE ID NO.	MACHINE CONDITION & CLEANLINESS	<input type="checkbox"/>	<input type="checkbox"/>	FUSIBLE LINK INSTALLED	<input type="checkbox"/>	<input type="checkbox"/>	LOCAL PHONE NO. STICKER AFFIXED TO MACHINE	<input type="checkbox"/>	<input type="checkbox"/>
				LAMP ASSEMBLY CONDITION	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY CLOSING OF LID UNOBSTRUCTED	<input type="checkbox"/>	<input type="checkbox"/>	SPENT SOLVENT MEETS ACCEPTANCE CRITERIA	<input type="checkbox"/>	<input type="checkbox"/>

11. US DOT DESCRIPTION (INCLUDING PROPER SHIPPING NAME, HAZARD CLASS, AND ID)				12. CONTAINERS NO.	13. TOTAL QUANTITY	14. UNIT WT. VOL.	SK DOT NUMBER	I CERTIFY THAT MY TOTAL WASTE STREAMS ARE WITHIN ONE OF THE FOLLOWING CATEGORIES	
A.									0 TO 220 LBS. MONTH
B.									220 LBS TO 2,200 LBS. MONTH
C.									GREATER THAN 2,200 LBS. MONTH

DESIGNATED FACILITY NAME AND ADDRESS	I CERTIFY THAT NO MATERIAL CHANGE HAS OCCURRED EITHER IN THE CHARACTERISTICS OF THE WASTE MATERIALS OR IN THE PROCESS GENERATING THE WASTE MATERIALS	USA EPA ID NO.
		STATE ID NO.

CASH <input type="checkbox"/>	TOTAL RECEIVED	APPLY PAYMENT TO:
CHECK NUMBER		<input type="checkbox"/> TODAY'S SERVICE SALE
		<input type="checkbox"/> PREVIOUS BALANCE AS FOLLOWS
INVOICE #	AMOUNT \$	INVOICE #
		AMOUNT \$
PREVIOUS CREDIT CARD NO.	CREDIT CARD NO.	EXP. DATE
	AMEX	VISA
	MC	

MANIFEST NO.
LDR MESSAGE
MANIFEST CODE
SEQ #
IN THE EVENT OF AN EMERGENCY CALL

I AGREE TO PAY THE ABOVE CHARGES AND TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT. PLEASE CHARGE MY ACCOUNT FOR THIS TRANSACTION UNLESS OTHERWISE INDICATED IN THE PAYMENT RECEIVED SECTION THE INDIVIDUAL SIGNING THIS DOCUMENT IS DULY AUTHORIZED TO SIGN AND BIND CUSTOMER TO ITS TERMS

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

Print Customer Name \_\_\_\_\_

By: \_\_\_\_\_  
Customer's Authorized Representative

TOTAL CHARGE (FROM ABOVE)	
WASTE MIN. (FROM ABOVE)	
TOTAL DUE	350 <sup>00</sup>
DO NOT WRITE IN THE AREA BELOW	

PHAC00000041



# SUPPLEMENTAL CERTIFICATION

### A. GENERATOR INFORMATION (Always complete)

Generator Name Montgomery - Adv SK Reference # 2089706  
 Name of Material oil / H<sub>2</sub>O

### B. SUPPLEMENTAL INFORMATION (Always complete)

- | Yes                      | No                       | NA (Not Applicable)      |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | For Gas Cylinders To Clarence, NY (BDT) & Deer Park, TX: Is a completed Cylinder Profile Worksheet attached?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | For styrene containing waste: Has the waste been properly stabilized with TBC (tert-butyl-catechol) to prevent polymerization?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | For Hazardous Waste To Lone Mtn, 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?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | For Non-Hazardous Waste To Lone Mtn, OK: Is a completed Oklahoma Certificate Of Non-Hazardous Waste Affidavit attached?   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | DEA Controlled Substance  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Waste Subject To HON Group I Wastewater Regulations (40 CFR §63.132)  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Waste Subject To APHIS Foreign Soils / U.S. Quarantined Soils Compliance Agreement  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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?<br>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? <input type="checkbox"/> Yes <input type="checkbox"/> 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                                  |  |
|--------------------------|--------------------------|--|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Is the material stored in vented drums?                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is the material poisonous by inhalation? (40 CFR §171.8) |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the material regulated as a Marine Pollutant? (49 CFR §171.8) |                          |                                     |  |
- Oral Toxicity LD<sub>50</sub> (Mg/Kg) For Solids:  ≤ 5  >5 - ≤ 50  >50 - ≤ 200  >200 For Liquids:  >50 - ≤ 500  >500  
 Dermal Toxicity LD<sub>50</sub> (Mg/Kg):  ≤ 40  >40 - ≤ 200  >200 - ≤ 1000  >1000

### C. TREATMENT, STORAGE, & DISPOSAL FACILITY (TSDF) INFORMATION (Complete if shipping directly to a SK TSDF)

- | Yes                      | No                       | NA (Not Applicable)      |  |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | For PCB Material To Grayback Mtn, 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)?                                    |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | For Antioch & Chattanooga, 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? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | For Artesia, MS: Does this waste contain, or is it derived from, dioxin-listed wastes with F020-F023, F026 or F027 waste codes?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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)

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.

Marcus Riley  
 Generator's Authorized Signature

Marcus Riley Building Manager  
 Name & Title (Printed or Typed)

12 / 5 / 20  
 Date



SK REFERENCE NO.  
2089706

## MATERIAL PROFILE

<b>Safety-Kleen (SK) Use Only</b>	If applicable, Intercompany Billing Facility # _____	Customer Number: _____	SK Line Of Business #: _____	Facility Profile #: _____
-----------------------------------	--	------------------------	------------------------------	---------------------------

**A. GENERATOR INFORMATION**  Check if Billing Information is same as Generator Information

Generator Name Montgomery ADV. Billing Company \_\_\_\_\_  
 Facility Address (No P.O. Box) 200 Washington Ave Billing Address \_\_\_\_\_  
 City/State/Zip Montgomery AL City/State/Zip \_\_\_\_\_  
 Technical Contact Markus Remy Billing Contact \_\_\_\_\_  
 Phone (205) 111-5566 Fax \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Generator Location (If different from Facility Address) \_\_\_\_\_  
 SIC Code: \_\_\_\_\_  CESQG  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) \_\_\_\_\_ RO \_\_\_\_\_

Non-Bulk Shipping Containers						Bulk Shipping Containers		
Size	Steel	Poly	Fiber	Quantity	Frequency	Container Type	Quantity & Size	Frequency
55 Gal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	1-time	<input type="checkbox"/> Yd. <sup>3</sup> Box or <input type="checkbox"/> Super Sack	_____	_____
_____ Gal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/> Hard Top or <input type="checkbox"/> Tarped Bin	_____	_____
_____ Gal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/> End Dump (Tarped) Trailer	_____	_____
_____ Gal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/> Tank or <input type="checkbox"/> Vacuum Trailer	_____	_____

**C. GENERAL MATERIAL & REGULATORY INFORMATION**

Name of Material Oil / WATER  
 Process Generating The Material Leaking under tank  
 Odor:  None  Mild  Strong; Describe Oil odor

<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/> Regulated or Licensed Radioactive Waste</p> <p><input type="checkbox"/> <input type="checkbox"/> Regulated Medical / Infectious Waste</p> <p><input type="checkbox"/> <input type="checkbox"/> Waste Subject To Benzene NESHAP Regulations</p> <p><input type="checkbox"/> <input type="checkbox"/> TSCA Regulated PCB Waste (List any PCB level in Sec.D)</p> <p><input type="checkbox"/> <input type="checkbox"/> Regulated Subpart CC Waste (VOs ≥ 500 ppm)</p> <p><input type="checkbox"/> <input type="checkbox"/> Regulated Ozone Depleting Substance</p> <p><input type="checkbox"/> <input type="checkbox"/> CERCLA Regulated (Superfund) Waste</p> <p><input type="checkbox"/> <input type="checkbox"/> Hazardous Debris (Subject to alternative LDR treatment standards)</p> <p><input type="checkbox"/> <input type="checkbox"/> Waste Contains UHCs/Constituents of Concern</p> <p>If Yes, list in <input type="checkbox"/> Sec. D or <input type="checkbox"/> Constituent Addendum</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/> Meets LDR Standards or <input type="checkbox"/> Partially Meets (For Landfill Only)</p> <p><input type="checkbox"/> <input type="checkbox"/> Commingled Waste (Two or more hazardous wastes mixed as one)</p> <p><input type="checkbox"/> <input type="checkbox"/> Sorbent Added; If Yes, is sorbent biodegradable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> <input type="checkbox"/> Exempt Waste; If Yes, list reference 40 CFR _____</p> <p><input type="checkbox"/> <input type="checkbox"/> State Hazardous Waste; State Code _____</p> <p><input type="checkbox"/> <input type="checkbox"/> EPA Hazardous Waste</p> <p>EPA Waste Codes (including any LDR subcategories, e.g., D003 Water Reactive): _____</p>
--	---

EPA Haz Waste Only Origin Code:  1  2  3  4  5 Source Code: A \_\_\_\_\_ Form Code: B \_\_\_\_\_ System Code: M \_\_\_\_\_

**D. MATERIAL COMPOSITION**

1. Chemical / Physical Constituents: List all detectable components by chemical name, including physical material, e.g., sorbent, debris.

Chemical Constituents & Composition	ppm	<input type="checkbox"/> wt % <input type="checkbox"/> vol %	Chemical Constituents & Composition	ppm	<input type="checkbox"/> wt % <input type="checkbox"/> vol %
<u>Oil</u>		<input checked="" type="checkbox"/>		<u>50</u>	
<u>H<sub>2</sub>O</u>		<input checked="" type="checkbox"/>		<u>50</u>	

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 (representative sample submitted; test results used to complete D.2 & F)  
 Completion of Sections D.2, E & F is optional for:  Standard Industry Profile (Safety-Kleen Corp. historical data utilized to complete D.2, E, & F)

**D. MATERIAL COMPOSITION (Continued)**

**2. Elemental Constituents**  Check if this waste contains No Detectable Elements / Metals, unless listed below.

Check either:  Total Analysis or  TCLP Method or  Generator Knowledge, then enter data below.

Constituent	ppm	Constituent	ppm	Constituent	ppm	Constituent	ppm	Constituent	ppm
Aluminum	_____	Cadmium	_____	Fluorine	_____	Nickel	_____	Sodium	_____
Antimony	_____	Chlorine	_____	Lead	_____	Phosphorous	_____	Sulfur	_____
Arsenic	_____	Chromium	_____	Lithium	_____	Potassium	_____	Thallium	_____
Barium	_____	Cobalt	_____	Manganese	_____	Selenium	_____	Titanium	_____
Beryllium	_____	Copper	_____	Mercury	_____	Silicon	_____	Vanadium	_____
Bromine	_____	Iodine	_____	Molybdenum	_____	Silver	_____	Zinc	_____

**E. REACTIVE CHARACTERISTICS**

Check if this waste exhibits No Reactive Characteristics

Yes No	Explosive	Yes No	Oxidizer	Yes No	Reactive Cyanide	_____ ppm
<input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/>	Reactive Sulfide	_____ ppm
<input type="checkbox"/> <input type="checkbox"/>	Shock Sensitive	<input type="checkbox"/> <input type="checkbox"/>	Water Reactive	<input type="checkbox"/> <input type="checkbox"/>	Polymerizable	
<input type="checkbox"/> <input type="checkbox"/>	Pyrophoric	<input type="checkbox"/> <input type="checkbox"/>	Air Reactive			
<input type="checkbox"/> <input type="checkbox"/>	Other Incompatibles; Describe _____					

**F. MATERIAL PHYSICAL CHARACTERISTICS @ 70° F.**

# of Phases _____	Color _____	Flash Point _____ °F (if < 73 °F)	pH <input type="checkbox"/> Liquids > 20% H <sub>2</sub> O	pH <input type="checkbox"/> Non-Aqueous
Liquid % _____	Specific Gravity _____	<input type="checkbox"/> 73 - <100°F <input type="checkbox"/> 100 - 141°F	<input type="checkbox"/> ≤ 2 pH <input type="checkbox"/> > 2 - 4 pH <input type="checkbox"/> > 4 - 10 pH	
Sludge % _____	Viscosity cps _____	<input type="checkbox"/> 142°F - <200°F <input type="checkbox"/> ≥200°F	<input type="checkbox"/> > 10 - < 12.5 pH <input type="checkbox"/> ≥ 12.5 pH	
Solid % _____	Density _____	Boiling Point (if < 130°F) _____	BTU's / lb. or Range _____	
Powder % _____	<input type="checkbox"/> lbs./ gal. <input type="checkbox"/> lbs./ cu. ft.	Ash % (Bridgeport Only) _____		
Gas % _____	Comments _____			

**G. GENERATOR PROFILE CERTIFICATION**

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. I agree that if the sample test results indicate a discrepancy with any information supplied on this form, that either Safety-Kleen or the generator may initiate further testing and evaluation in accordance with the terms and conditions of the contract between Safety-Kleen and the generator and that this profile certification may be amended accordingly.

John A. ... Generator's Authorized Signature      John A. ... Name & Title (Printed or Typed)      12/5/00 Date

Comments check for VAC 500'S

**Safety-Kleen Use Only**  SKOS  SKVS  Non-haz Evaluation  Standard Industry Profile: SIP Index # \_\_\_\_\_

SK Sales Rep. Name \_\_\_\_\_ Rep.# \_\_\_\_\_ Territory/Branch # \_\_\_\_\_

Process Approval # \_\_\_\_\_ Product Code or Part # \_\_\_\_\_ TRI Flowpath # \_\_\_\_\_ Pricing \_\_\_\_\_

**Waste Approval & Certification**

I certify acceptability of this waste stream and that all appropriate permits have been obtained, as indicated by Safety-Kleen's facility approval below:

\_\_\_\_\_  
Safety-Kleen's Authorized Facility Signature      \_\_\_\_\_  
Name & Title (Printed or Typed)      \_\_\_\_\_  
Date



**safety-kleen.**

**the we care. 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:

*Marous Pily*

FROM:

*Richard Lee*

DEPARTMENT:

DEPARTMENT:

FAX NUMBER:

*261-1575*

DATE:

*12/27/00*

URGENT  REPLY ASAP  PLEASE COMMENT  PLEASE REVIEW INFORMATION

TOTAL PAGES, including cover sheets

7

COMMENTS

*Analysis on water/oil per spec  
requested.*

*tlc*

*Richard Lee*

**THE BEST WASTE HANDLING  
SERVICE YOU CAN BUY  
IS ALSO THE BEST VALUE**



111166 (REVISED) (SERIALIZED)  
VACUUM SERVICES

PREQUALIFICATION EVALUATION

CONTROL # 12/27/00  
PROJECT # 2611575  
REVISED  
RUN: 12/27/00

ACCEPT FOR SHIPMENT

BRANCH/SUBMITTER: 001901  
BIRMINGHAM

CONTROL # 2611575  
PROJECT # 2611575

GENERATOR INFORMATION: CUSTOMER NUMBER: 0001 94-9008

THE MONTGOMERY ADVERTISER  
200 WASHINGTON AVENUE  
MONTGOMERY AL 36104

ATTN: MARCUS RILEY

BRANCH: 001901 - BIRMINGHAM

GENERATOR INFORMATION

GENERATOR NAME & FACILITY ADDRESS:  
THE MONTGOMERY ADVERTISER  
200 WASHINGTON AVENUE  
MONTGOMERY AL 36104

BILLING COMPANY & ADDRESS:

CONTACT: CURTIS KING EXT 106  
PHONE: 205-267-1611  
FAX: 205-261-1546

STATUS: CLEGG US EPA ID: AL000210084

STATE: AL

RE SHIPPING INFORMATION: DOT ASSISTANCE REQUESTED  
HAZ CLASS/DIVISION: NU (UN/NA):

PACK: 000

NON-BULK SHIP THE CONTAINERS

55 3-EEE1 QTY: 1 FROM: 52 WEEKS

\*\*\* ACCEPT FOR SHIPMENT

CONTINUED ON NEXT PAGE

ALISA BASH (REPRINT)  
OIL RECOVERY SERVICE  
VACUUM SERVICES

PREQUALIFICATION EVALUATION

PASS: 12/11/00  
COMPLETED: 12/13/00  
REVISED: 12/17/00

ACCEPT FOR SHIPMENT

CONTROL #  
PROFILE #

26000000  
26000000

BRANCH/SUBMITTER: 01901  
BIRMINGHAM

C. GENERAL MATERIAL & REGULATORY INFORMATION

NAME OF MATERIAL: OIL/WATER  
PROCESS DESCRIPTION: FLOATED END CYLINDER  
SUMP: WTL0 - BEARING - OIL/OOR

- REGULATED OR UNREGULATED RADIOACTIVE WASTE
- REGULATED MEDICAL WASTE/INFECTION WASTE
- WASTE SUBJECT TO CLEANING MESHAP REGULATIONS
- REG. REGULATED PCB WASTE
- REGULATED UNPAVED WASTE (VOL% > 500 PPM)
- REGULATED OZONE DEPLETING SUBSTANCE
- REGULATED (SOLVENT) WASTE
- HAZARDOUS SOLIDS
- WASTE CONTAINS SOLIDS/CONSTITUENTS OF CONCERN (CERCLA/RCRA)
- USE IN SECTION D
- USE IN ADDITION
- MEETS LCR STANDARDS
- PARTIALLY REGULATED (LANDFILL ONLY)
- COMBUSTIBLE WASTE
- CORROSIVE
- FLUORIDATED
- EXCEPT WASTE IF YES, LIST REFERENCE NO PER
- STATE HAZARDOUS WASTE
- EPA HAZARDOUS WASTE

STATE WASTE CODE: IS 00152901

WASTE CODE: NONE

CLASS: 010

\*\* ACCEPT FOR SHIPMENT

FOR INFO ON NEXT PAGE

SINCS-RADCO (EPRRND)  
 OIL RECOVERY SERVICE  
 VACOUR SERVICE

PREQUALIFICATION EVALUATION

PAGE 1 OF 6  
 COMPLETED 12/13/00  
 REVISED 12/27/00

ACCEPT FOR SHIPMENT

BRANCH/SHIPMENT: 00101  
 BIRMINGHAM

CONTROL # : 26000000-2  
 TAG # : 26000000-3  
 PROFILE REF # : 2010000

1. CHEMICAL/PHYSICAL CONSTITUENTS:  
 NO VOLATILE ORGANICS DETECTED (0.0%) EACH  
 NO VOLATILE ORGANICS DETECTED (0.1% EACH)

RHP COMPOUND DERIVED FROM :

RESIDUE DESCRIPTION: OIL DIRT  
 WATER CONTENT

43.0% WTS  
 52.0% WTS

2. ELEMENTAL CONSTITUENTS:

THE FOLLOWING VALUES ASSOCIATED WITH THE "C" ARE NON-DETECTED. THE VALUES LISTED AS THE REPORTING LIMIT

ALUMINUM	C	83.00	MG/KG
ANTIMONY	C	25.00	MG/KG
ARSENIC (0004)	C	17.00	MG/KG
BARIUM (0025)	C	56.00	MG/KG
BERYLLIUM	C	6.00	MG/KG
BORON	C	6.00	MG/KG
CADMIUM (0006)	C	4.00	MG/KG
CALCIUM	C	83.00	MG/KG
CHROMIUM (0007)	C	8.00	MG/KG
COBALT	C	8.00	MG/KG
COPPER	C	8.00	MG/KG
IRON	C	169.00	MG/KG
LEAD (0008)	C	13.00	MG/KG
MAGNESIUM	C	41.00	MG/KG
MANGANESE	C	3.00	MG/KG
MERCURY (0020)	C	17.00	MG/KG
MOLYBDENUM	C	1.60	MG/KG
NICKEL	C	96.00	MG/KG
PHOSPHORUS	C	236.00	MG/KG
POTASSIUM	C	170.00	MG/KG
SELENIUM (0010)	C	1.00	MG/KG
SILICON	C	260.00	MG/KG
SILVER (0011)	C	1.00	MG/KG
SODIUM	C	1.00	MG/KG
THALLIUM	C	1.00	MG/KG
TIN	C	1.00	MG/KG
TANTALUM	C	1.00	MG/KG
TOTAL AMALGAM	C	1.00	MG/KG
TOTAL CHLORINE	C	1.00	WTS
TOTAL FLUORINE	C	1.00	WTS
TOTAL SULFUR	C	1.00	WTS
Vanadium	C	3.00	MG/KG
ZINC	C	28.00	MG/KG

ACCEPT FOR SHIPMENT

CONTINUED ON NEXT PAGE

31167 R4505 (REPRINT)  
OIL RECOVERY SERVICE  
VACUUM SERVICES

PREQUALIFICATION EVALUATION

PAGE 1 OF 6  
COMPLETED 12/13/00  
REVISED  
R001 12/22/00

ACCEPT FOR SHIPMENT

BRANCH/SUBMITTER: 301901  
BIRMINGHAM

CONTROL #: 26000000 8  
LAB #: 26000000 4  
PROFILE REF #: 26000000

E. REACTIVE CHARACTERISTICS: WASTE EXHIBITS NO REACTIVE CHARACTERISTICS

- YES NO
- X EXPLOSIVE
- X SHOCK SENSITIVE
- X PYROPHORIC
- X OXIDIZER
- X WATER REACTIVE
- X AIR REACTIVE
- X REACTIVE CYANIDE .00
- X REACTIVE SULFIDE .00
- X POLYMERIZABLE

F. MATERIAL PHYSICAL CHARACTERISTICS H. / WT:

# OF PHASES 2.0

LIQUID % 95.0

SOLID % 5.0

COLOR BK, BROWN, BROWN

VISCOSITY 100

DENSITY 6.95

NO FLASH BT 200.0 F

ASH % 1.0 WTS

PH LIQUIDS >20% H2O

PP 10100.0 BT/LB

COMMENTS: FLAMMABILITY AT 200 F - NO FLASH BULK DENSITY: 6.95  
PROFILE COMMENTS:  
CHECK FOR VAC

SE. SITES REP NAME: RICHARD ARD

\*\*\* ACCEPT FOR SHIPMENT

CONTINUED ON NEXT PAGE

UJ 302 K4505 (REPRINT)  
OIL RECOVERY SERVICES  
VACUUM SERVICES

PREQUALIFICATION EVALUATION

PAGE 1 OF 1  
COMPLETED: 12/18/80  
REVISED FOR: 12/18/80

ACCEPT FOR SHIPMENT

BRANCH/SUBMITTER: 261021  
BIRMINGHAM

CONTROL # : 001228-1  
LAB # : 008471-4  
PROFILE REF # : 0000700

CORPORATE REVIEW:

DISPOSITION: ACCEPT FOR SHIP PART NUMBER: 0000596 ORGANIC LIQ-IMP-IMP  
REVISED DATE: 12/18/2000 REVISIONS: 00

APPROVED FACILITY:  
SAFETY-KLEEN SYSTEMS, INC.  
8706 LAGRANGE ROAD  
SMITHFIELD, KY 40088  
TEL: 502-845-4453  
FED. EPAB: KY0004349100  
STATE EPAB:  
TELEPHONE:  
STATE AUTH:

SAFETY-KLEEN SYSTEMS, INC.  
8706 LAGRANGE ROAD  
SMITHFIELD, KY 40088  
TEL: 502-845-4453  
FED. EPAB: KY0004349100  
STATE EPAB:  
TELEPHONE:  
STATE AUTH:

APPROVED FACILITY:  
SAFETY-KLEEN SYSTEMS, INC.  
1700 COOPER CREEK ROAD  
MURKIN, TN 37068  
TEL: 615-225-1100  
FED. EPAB: TN0007604371  
STATE EPAB:  
TELEPHONE: 9403335200  
STATE AUTH:

SAFETY-KLEEN SYSTEMS, INC.  
1700 COOPER CREEK ROAD  
MURKIN, TN 37068  
TEL: 615-225-1100  
FED. EPAB: TN0007604371  
STATE EPAB:  
TELEPHONE: 9403335200  
STATE AUTH:

APPROVED CONTAINER DESCRIPTION:  
200 LITRE DRUM OR BULK

USE OIL AND WATER MIXTURE  
DO NOT USE OIL HAZARDOUS MATERIAL

STATE/COUNTRY CODES TO PREVENT  
US EPA CLASS CODES: NONH  
USA

REVISION COMMENTS:

- \* OK FOR SAFETY-KLEEN VACUUM SERVICES.
- \* OK FOR FULL WASTE SHIPPED IN DRUMS FROM THE CUSTOMER WITH PLED TO BE EQUIPPED WITH A BUNG ON THE TOP LID PRIOR TO SHIPMENT. DRUMS RECEIVED FROM THE CUSTOMER TAGGING BUNGS WILL BE RETURNED TO THE CUSTOMER BY THE USDB.

\* THIS MODEL IS BEING SHIPPED UNDER THE OIL EXEMPTION COLUMN TO BE CLERKED AND MUST BE RECYCLED.

THIS SERVICE IS SUBJECT PER FEDERAL AND STATE REGULATIONS THAT EACH FACILITY MUST BECOME HAS THE APPROPRIATE PERMITS, CAPABILITIES, CAPACITY AND IS WILLING TO ACCEPT THE MATERIAL AS DESCRIBED IN THE APPROVAL SECTION. IT IS THE RESPONSIBILITY OF THE GENERATOR TO NOTIFY SAFETY-KLEEN CORP. OF ANY CHANGES IN THE PROCESS GENERATING THE WASTE STREAM.

ACCEPT FOR SHIPMENT

CONTINUED ON NEXT PAGE



81555-84505 (PEPFIN)  
OLD RECOVERY SERVICE  
VACUUM SERVICES

FREQUENT EDUCATION EVALUATION

PAGE 4 OF 4  
COLLECTED 12/27/00  
REVISED  
RUN: 12/27/00

ACCEPT FOR SHIPMENT

BRANCH/SUBMITTER: 301904  
BIRMINGHAM

CONTROL #: 2000478-4  
LAB #: 2000478-4  
PROJECT REF #: 20002760

ADDITIONAL ANALYSES

RESULT DESCRIPTION/ELEMENT

RESULT

PCB	NDNI
PCB AMOUNT	
OTHER	< 1.0 ug/kg
PAH/CACATIVITY	NDNI
WATER CONTENT	52

THE ANALYSES CONTAINED HEREIN ARE PERFORMED SOLELY FOR THE PURPOSE OF QUALIFYING THE ANALYZED MATERIALS FOR ACCEPTANCE BY SAFETY-KITED FOR IN ACCORDANCE WITH ITS PERMIT AND PROCESSING CAPABILITIES.

NOTICE OF LAND DISPOSAL RESTRICTION OF WASTE IS NOT REQUIRED.

ACCEPT FOR SHIPMENT

END OF DOCUMENT

**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:	<u>1,358.00</u>
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.	<u>82.08</u>	
	Total	\$1,987.00	

Building Manager,  
Marcus Riley

1000 North Randall Road  
Elgin, Illinois 60123-7857  
CUSTOMER NO.



DUNS NO. 05106-0408 FED. ID NO. 39-8090019

FOR SERVICE CALL	TRANSPORTER	DOC. EXP.	SCHEDULED SERVICE WEEK	SCHEDULED TERRITORY	REFERENCE NUMBER
205-744-9170 TOM PEERY					P000402565

CREDIT CODE	PREV. BALANCE	BAL. OVER 60 DAYS		
BUSINESS TYPE	CHAIN	OUTER COUNTY	SVC. P/C	PROD. P/C
TAX EXEMPTION NUMBER				

Montgomery Advertiser  
200 Washington Ave  
Montgomery, AL 36104  
Att. Marcus Riley

B  
I  
L  
L

SERVICE DATE	SALES REP NO.	CUSTOMER P.O. NUMBER	CUSTOMER PHONE #	TAX CODE	HANDLING CODE	ASSOC. CODE	SERVICE TAX	C.O.M.S. TAX	PRODUCT TAX
1-12-01	26516		334 761-152						

DEPT	SERVICE/PRODUCT	UNIT PRICE	QUANTITY	CHARGE	SALES TAX	TOTAL CHARGE	CHLORINE TEST RESULTS		SK DOT NUMBER	CC	SERVICE TEAM	CHANGE SERVICE TERM (WEEKS)(INITIAL)	CHANGE SCHED. DATE (YY WW)	PROMO NO.	RELEASE NO.
							HALOGEN TESTER PASS	FAIL							
	10000 Liquid	1.00	838	838.00		838.00	<input type="checkbox"/>	<input type="checkbox"/>							
	10000 Solvent	3.35	100			335.00	<input type="checkbox"/>	<input type="checkbox"/>							
	10903 Truck Re.		34	225.00		225.00	<input type="checkbox"/>	<input type="checkbox"/>							
	10915 Air Conditioner			N/C		N/C	<input type="checkbox"/>	<input type="checkbox"/>							
	10921 Wash Water		100	N/C		N/C	<input type="checkbox"/>	<input type="checkbox"/>							
	7215 4 in 1 Reg. Med		1	79.00	7.92	106.92	<input type="checkbox"/>	<input type="checkbox"/>							

TOTAL-SERVICE/PRODUCTS	TANK CAPACITY	TRANSPORTER	DATE
			1/12/01

GENERATOR STATUS: CHECK ONLY ONE BOX BELOW			MANIFEST NO.	USEPA TRANSPORTER ID NO.	PRINT NAME	SIGNATURE
GENERATOR HAZARDOUS WASTE CLASSIFICATION *	VEHICLE FLUIDS ONLY	OTHER NON-VEHICLE FLUIDS		SCR000073100		
CESQG <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 3	<input type="checkbox"/> 2 <input type="checkbox"/> 4		GENERATOR USEPA ID NO.	GENERATOR STATE ID NO.	FACILITY	DATE
1. US DOT DESCRIPTION (INCLUDING PROPER SHIPPING NAME, HAZARD CLASS, AND ID.)			12. CONTAINERS NO.	13. TOTAL QUANTITY	14. UNIT WT/VOL	SK DOT NUMBER

USED OIL (NOT USDOT HAZARDOUS MATERIAL)			850
USED OIL AND WATER MIXTURE (NOT USDOT HAZARDOUS MATERIAL)	1-77	1038	927
USED ANTIFREEZE (NOT USEPA OR USDOT REGULATED)			1176

INTERMEDIATE FACILITY NAME AND ADDRESS	SAFETY-KLEEN SYSTEMS, INC.	USA EPA ID NO.	STATE ID NO.
--	----------------------------	----------------	--------------

CASH <input type="checkbox"/>	TOTAL RECEIVED	APPLY PAYMENT TO:
CHECK NUMBER		<input type="checkbox"/> TODAY'S SERVICE/SALE <input type="checkbox"/> PREVIOUS BALANCE AS FOLLOWS
INVOICE #	AMOUNT \$	INVOICE #
		AMOUNT \$
CREDIT CARD NO.	AMEX VISA MC	EXP. DATE

MANIFEST CODE	SEQ #
	2 D

IN THE EVENT OF AN EMERGENCY CALL  
1-800-368-1760 (24 hours)

CHARGE MY ACCOUNT FOR THIS TRANSACTION UNLESS OTHERWISE INDICATED IN THE PAYMENT RECEIVED SECTION. SEE ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE AND MADE A PART HEREOF.	TOTAL DUE
Print Name: <i>Thomas P. Riley</i>	1554.92
X <i>Thomas P. Riley</i>	P000402565
GENERATOR/SHIPPER DESIGNATED REPRESENTATIVE SIGNATURE	026516



CUSTOMER OIL RECOVERY SERVICES/SALES ACKNOWLEDGMENT PART NO. 1353 (5/97)

## Additional Terms and Conditions

### I. Definition of Terms

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

**Used Oil** means any oil that has been refined from crude oil, or any synthetic oil, 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 do-it-yourself used oil). Petroleum hydrocarbons used as solvents are specifically excluded from the definition of Used Oil.

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

**Vehicle Fluids** are limited to Used Oils, nonhazardous antifreeze, and oily waters originating from the maintenance of vehicles, and household do-it-yourself used oil. The term vehicle as used herein includes, but is not limited to automobiles, buses, trucks, tractors, aircraft 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 limited to cutting oils, hydraulic fluids, compressor oils, metal working oils, and other nonhazardous aqueous waste streams. Mixtures of Non-Vehicle Fluids with Vehicle Fluids are classified as Non-Vehicle Fluids.

**Nonconforming Wastes** include: 1) materials provided to Safety-Kleen which have been mixed, combined, or otherwise blended with materials containing regulated levels of polychlorinated biphenyls (PCBs); 2) materials provided to Safety-Kleen which have been mixed, combined, or otherwise blended 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.

**CESQG**, conditionally exempt small quantity generator. Customer is a CESQG 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.

**SQG**, small quantity generator. Customer is a SQG 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.

**LOG**, large quantity generator. Customer is a LOG 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 federal regulations, and may use third party transporters or rail companies to transport said material to its final destination. Safety-Kleen has the capacity and is permitted to accept, store and reclaim or process the materials described on the reverse side of this document.

Based on 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 its 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, 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 1 1/2% 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 TRANSACTION, 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 TRANSPORT THE USED FLUIDS IN ACCORDANCE WITH ALL APPLICABLE STATE AND FEDERAL REGULATIONS. CUSTOMER AGREES 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 ABOVE REFERENCED CONTAINER(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 (PCBs) 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.



1301 Gervais Street - Suite 300  
Columbia, South Carolina 29201  
CUSTOMER NO.



DUNS NO. 05-397-6551 FED. ID NO. 75-2178928

CUSTOMER

FOR SERVICE CALL	BRANCH MANAGER	DOC. EXP.	SCHEDULED SERVICE WEEK	SCHEDULED TERRITORY	REFERENCE NUMBER
205-744-9170	TOM PEERY				P000402492

CREDIT CODE	PREVIOUS BALANCE	BAL. OVER 60 DAYS
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BUSINESS TYPE	CHAIN	OUTER COUNTY	SVC. P/C	PROD. P/C
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LOCATION	TAX EXEMPTION NO.
----------	-------------------

301001

SERVICE DATE	SALES REP NO.	CUSTOMER P.O. NUMBER	CUSTOMER PHONE #	TAX CODE	HANDLING CODE	ASSOC. CODE	SERVICE TAX	C.O.M.S. TAX	PRODUCT TAX
1-12-01	25197								

DEPT	SERVICE/PRODUCT	QUAN.	CHARGE	SALES TAX	TOTAL CHARGE	WASTE MIN.	SOLVENT/DRUMS		CC	SERVICE TERM	CHANGE SERVICE TERM (WEEKS)(INITIAL)	CHANGE SCH DATE (YY MM)	INV CODE	PROMO NO.	MSDS GIVEN
							CLEAN	SPENT							
	7640 granular absorbent	15 <sup>00</sup>	3 45 <sup>00</sup>	3 <sup>00</sup>	3 <sup>00</sup>	48 <sup>00</sup>									<input type="checkbox"/>
	7420 absorbent sock	31 <sup>00</sup>	1 31 <sup>00</sup>	2 <sup>48</sup>	3 <sup>348</sup>										<input type="checkbox"/>

TOTAL-SERVICE/PRODUCTS

CHECK APPROPRIATE BOXES

MACHINE CONDITION & CLEANLINESS  GOOD  POOR

LAMP ASSEMBLY CONDITION  GOOD  POOR

DECALS IN PLACE AND LEGIBLE  YES  NO

FUSIBLE LAMP INSTALLED  YES  NO

EMERGENCY CLOSING OF LID UNOBSTRUCTED  YES  NO

MACHINE PROPERLY GROUNDED  YES  NO

LOCAL PHONE NO. STICKER AFFIXED TO MACHINE  YES  NO

SPENT SOLVENT MEETS ACCEPTANCE CRITERIA  YES  NO

USEPA TRANSPORTER 1 ID NO. USEPA TRANSPORTER 2 ID NO. GENERATOR USEPA ID NO. GENERATOR STATE ID NO.

5CR000075150

11. US DOT DESCRIPTION (INCLUDING PROPER SHIPPING NAME, HAZARD CLASS, AND ID.)

HAZARDOUS WASTE, LIQUID, N.O.S. 9 NA3082 PG III  
(D039)(ERG#171) AQUEOUS BRAKE SOLUTION(8.3#/GAL)  
WASTE COMPOUNDS, CLEANING LIQUID (MONO- ETHANOLAMINE) 5  
NA1760 PG III (ERG#154) (7.9#/GL) (D006, D008, D027, D039, D040)  
SCRAP FLUORESCENT LIGHT BULBS NOT USDOT REGULATED UNIVERSAL  
WASTE ELECTRIC LAMPS

12. CONTAINERS NO.	13. TOTAL QUANTITY	14. UNIT WT/VOL	SK DOT NUMBER
			839
			1808
			11098

I CERTIFY THAT MY TOTAL WASTE STREAMS ARE WITHIN ONE OF THE FOLLOWING CATEGORIES.

0 TO 220 LBS./MONTH  
INITIALS \_\_\_\_\_

220 LBS. TO 2,200 LBS./MONTH  
INITIALS \_\_\_\_\_

GREATER THAN 2,200 LBS./MONTH  
INITIALS \_\_\_\_\_

DESIGNATED FACILITY NAME AND ADDRESS SAFETY-KLEEN SYSTEMS, INC.

I CERTIFY THAT NO MATERIAL CHANGE HAS OCCURRED EITHER IN THE CHARACTERISTICS OF THE WASTE MATERIALS OR IN THE PROCESS GENERATING THE WASTE MATERIALS.

USA EPA ID NO. STATE ID NO.

CASH  TOTAL RECEIVED APPLY PAYMENT TO:

CHECK NUMBER  TODAY'S SERVICE/SALE  PREVIOUS BALANCE AS FOLLOWS

INVOICE #	AMOUNT \$	INVOICE #	AMOUNT \$
-----------	-----------	-----------	-----------

PREVIOUS CREDIT CARD NO. CREDIT CARD NO. AMEX VISA MC EXP. DATE

MANIFEST NO. LDR MESSAGE

MANIFEST CODE SEQ #

I AGREE TO PAY THE ABOVE CHARGES AND TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT. PLEASE CHARGE MY ACCOUNT FOR THIS TRANSACTION UNLESS OTHERWISE INDICATED IN THE PAYMENT RECEIVED SECTION. THE INDIVIDUAL SIGNING THIS DOCUMENT IS DULY AUTHORIZED TO SIGN AND BIND CUSTOMER TO ITS TERMS.

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

Print Customer Name Arceus Riley

By: Arceus Riley  
Customer's Authorized Representative

TOTAL CHARGE (FROM ABOVE)

WASTE MIN. (FROM ABOVE)

TOTAL DUE 82.08

DO NOT WRITE IN THE AREA BELOW  
P000402492

CUSTOMER REFERENCE INFORMATION

IN THE EVENT OF AN EMERGENCY CALL 1-800-468-1760 (24 hours)

THIS AGREEMENT CONTINUES ON THE REVERSE SIDE

SERVICE AND SALES ACKNOWLEDGMENT PART 1366 (Rev. 12/99)

**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-KLEEN SERVICE CENTER OR CALL 1-800-869-8740.**

TAC0000056

**A. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S PARTS CLEANER AND PAINT GUN CLEANER SERVICES.** The following three paragraphs A. 1-3 apply only where Safety-Kleen furnishes its Parts Cleaner or Paint Gun Cleaner Services to Customer:

1. Safety-Kleen agrees to collect, for recollection from Customer the used solvent supplied by Safety-Kleen in part for part gun cleaner machines). Collection of the used solvent shall be on a periodic basis as otherwise may be required. Safety-Kleen shall reclaim the used solvent for reuse. Safety-Kleen has the capacity and is permitted to accept, store and/or reclaim the used solvent provided to Customer as provided. Safety-Kleen and Customer agree that this agreement is intended to satisfy the requirements of 40 CFR Part 261 and Regulations 268.20(a), as amended, and any state regulations which implement such provision. Customer agrees to accept the terms of use for 3 years from the date of last service.
2. Customer agrees that it will not introduce any substance into the solvent or aqueous cleaning solution, including a liquid material any hazardous waste or hazardous waste constituent, except as the exact such introduction is incidental to the normal use of the machine. Customer further agrees that it will not clean petroleum cuts that have been contaminated with or otherwise introduce polychlorinated biphenyls (PCBs), herbicides, pesticides, dioxin or listed hazardous wastes into the solvent or aqueous cleaning solution.
3. If Safety-Kleen provides its Nonhazardous Parts Cleaner or Part Gun Cleaner Services to Customer, Customer represents, warrants and certifies that the solvent or aqueous solution collected by Safety-Kleen hereunder has not been mixed, combined or otherwise blended in any quantity with any material that would render the solvent or aqueous cleaning solution hazardous under applicable law, including without limitation 40 CFR Part 261. Customer further represents, warrants and certifies that such solvent or aqueous cleaning solution was generated in the same process that generated the waste stream or aqueous cleaning solution that was (a) sampled and analyzed by Safety-Kleen to qualify the waste stream for nonhazardous treatment or (b) in the event Customer obtains and has elected not to have its waste stream or aqueous cleaning solution analyzed by Safety-Kleen, analyzed or otherwise investigated by Customer to Support Customer's certification that such waste stream is nonhazardous.

**B. PROVISION APPLICABLE TO SAFETY-KLEEN'S PARTS CLEANER, PAINT GUN CLEANER AND IMAGING SERVICES.** The following paragraph B. 1 applies only where Safety-Kleen furnishes its Parts Cleaner, Paint Gun Cleaner or Imaging Service to Customer:

1. Customer acknowledges placement of the parts cleaner unit(s), immersion clean(s) unit(s), part gun cleaner unit(s), metallic replacement compliance system(s) and/or electrolytic unit(s) set forth on the face of the Safety-Kleen Placement Form which was executed by Customer. Safety-Kleen agrees to service and maintain the equipment, and Customer agrees that all servicing, repair and maintenance of such equipment shall be performed only by Safety-Kleen. Except as provided below for on-site disposal of aqueous cleaning solutions, all Safety-Kleen equipment, solvents and aqueous cleaning solutions and other the property of Safety-Kleen and shall be returned to Safety-Kleen upon termination of service. Customer agrees to pay for replacement of such equipment due to loss or damage. All Customer-owned equipment shall be serviced by Safety-Kleen, but shall be maintained and repaired by and remain the property of Customer.

In the event Customer elects to dispose of aqueous cleaning solutions provided under this Agreement at Customer's site, the to such solutions shall pass to Customer upon such disposal, in which case Customer(s) represents and warrants that such on-site disposal complies with all applicable laws, regulations and orders and (a) agrees to indemnify, hold harmless and defend Safety-Kleen from and against any and all claims, penalties, losses, damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, containment and cleanup) and any remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state or local law, which Safety-Kleen may incur, become responsible for, or suffer by reason of such disposal of aqueous cleaning solutions provided hereunder at Customer's site.

**C. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S FLUID RECOVERY, IMAGING SERVICES AND OTHER WASTE HANDLING AND DISPOSAL SERVICES.** The following two paragraphs C. 1-2 apply where Safety-Kleen furnishes its Fluid Recovery, Imaging Services or any other handling or disposal Service to Customer for which a Material Profile is required:

1. In accordance with the Agreement by and between Customer and Safety-Kleen, which is incorporated herein by this reference, Customer represents, warrants and hereby certifies to Safety-Kleen that all waste materials (the Waste Materials) tendered by Customer to Safety-Kleen will conform to the description of such Waste Materials contained in the Material Profile that was submitted by Customer for such Waste Materials and the Material Profile Report which bears the Profile or Materials number assigned to that particular stream of Waste Materials. Customer represents and warrants that no change has occurred either in the characteristics of the Waste Materials or in the cases operating the Waste Materials. Customer also represents and agrees that the Waste Materials, as well as any nonhazardous Waste Materials, shall be handled in accordance with the terms of the aforementioned Agreement.
2. If Safety-Kleen provides its Nonhazardous Fluid Recovery Service to Customer hereunder, Customer represents, warrants and certifies that the Waste Materials collected by Safety-Kleen (a) were produced in the same process that produced the waste materials described in said Material Profile/Material Profile Report and (b) have not been mixed, combined or otherwise blended in any quantity with any material that would render the Waste Materials hazardous under applicable law, including without limitation 40 CFR Part 261.

**D. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S PAINT WASTE SERVICE.** The following four paragraphs D. 1-4 apply only where Safety-Kleen furnishes its Paint Waste Service to Customer:

1. Safety-Kleen agrees to collect, transport, recycle and/or dispose of, in accordance with all applicable laws and regulations, all paint wastes, solvents and other (Paint Waste) generated by Customer and tendered to Safety-Kleen. Customer represents and warrants that all Paint Waste tendered by Customer to Safety-Kleen will conform to the DOT classification of such waste contained on the face of this Service and Sales Acknowledgment.
2. Customer agrees that Paint Waste that is not pumpable or has the viscosity or solids of thick solids will be subject to additional charges.
3. All tags, equipment and containers provided by Safety-Kleen shall be and remain the property of Safety-Kleen, and, upon termination of service, shall be returned to Safety-Kleen in good repair and condition.
4. If Safety-Kleen provides its Nonhazardous Paint Waste Service to Customer hereunder, Customer represents, warrants and certifies that the Paint Waste collected by Safety-Kleen has not been mixed, combined or otherwise blended in any quantity with any material that would render the Paint Waste hazardous under applicable law, including without limitation 40 CFR Part 261. Customer further represents, warrants and certifies that such Paint Waste (a) was (a) sampled and analyzed by Safety-Kleen to qualify the waste stream for nonhazardous treatment; or (b) in its event Customer certifies that it has elected not to have its paint waste stream analyzed by Safety-Kleen, analyzed or otherwise investigated by Customer to support Customer's certification that such waste stream is nonhazardous.

**E. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S DRY CLEANING SERVICE.** The following two paragraphs E. 1-2 apply only where Safety-Kleen furnishes its Dry Cleaning Service to Customer:

1. Safety-Kleen agrees to collect, transport, recycle and/or dispose of, in accordance with all applicable laws and regulations, all dry cleaning three solvents, i.e., perfluorinated and all solvents containing perchloroethylene, petroleum naphtha or tetrachloroethane dry cleaning solvents ("Dry Cleaning Waste") generated by Customer and tendered to Safety-Kleen in accordance with all applicable laws and regulations. Customer agrees to store all Dry Cleaning Waste in containers provided by Safety-Kleen and agrees not to mix different streams of Dry Cleaning Waste together with other materials. Customer represents and warrants that all Dry Cleaning Waste tendered by Customer to Safety-Kleen will conform to the DOT description of such waste contained on the face of this Service and Sales Acknowledgment.
2. All tags, equipment and containers provided by Safety-Kleen shall be and remain the property of Safety-Kleen, and, upon termination of service, shall be returned to Safety-Kleen in good repair and condition.

**F. PROVISIONS APPLICABLE TO ALL SAFETY-KLEEN SERVICES.** The following six paragraphs F. 1-6 apply to all Safety-Kleen Services:

1. Safety-Kleen agrees to indemnify, hold harmless and defend Customer from and against any and all claims, penalties, losses, damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, containment and cleanup and any remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state or local law), which Customer may become responsible for, or suffer by reason of (a) Safety-Kleen's breach any representation, warranty, term or provision of this Agreement or (b) negligence, intentional misconduct or violation of law of Customer, employees, agents, or subcontractors in the performance of its Agreement.
2. Customer agrees to indemnify, hold harmless and defend Safety-Kleen from and against any and all claims, penalties, losses, damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, containment and cleanup and any remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state or local law), which Safety-Kleen may become responsible for, or suffer by reason of (a) Customer's breach any representation, warranty, term or provision of this Agreement (b) negligence, intentional misconduct or violation of law of Customer, employees, agents, or subcontractors in the performance of its Agreement.

In the event that any claims, penalties, losses, damages, costs, expenses and other liabilities referred to above are contributed to by the breach, neglect, negligence, intentional misconduct or violation of law of Safety-Kleen and Customer, the parties agree that all such claims, penalties, losses, damages, costs, expenses and other liabilities shall be apportioned among the parties on the basis of their comparative degree of fault.

2. Customer certifies that all materials tendered to Safety-Kleen are properly classified, described, packaged, marked and labeled and are in proper condition for transportation in accordance with applicable regulations of the Department of Transportation.
3. Customer agrees that service hereunder will continue until Customer Safety-Kleen terminates Service. If Customer is a party to a One or Two Year Service Agreement or Express Service/Guaranteed Pricing w/ Safety-Kleen, the parties may only terminate service as provided in an agreement. If Customer is not a party to such an agreement, either party may terminate by furnishing the other party with sixty (60) days of written notice thereof.
4. Customer shall pay Safety-Kleen according to Safety-Kleen's standard price schedules, which schedules are subject to change by Safety-Kleen from time to time without notice; provided, however, that in the event Customer has entered into Safety-Kleen's One or Two Year Service Agreement or Guaranteed Pricing/Express Service Agreement, prices shall be as set forth in such agreement. Prices do not include any applicable sales tax. An amount due Safety-Kleen and subject to an interest charge the lesser of 1.5% per month (18% per annum) or the maximum is allowed by law on any unpaid amount that are not paid within 15 days.
5. If any legal action is commenced because of a alleged dispute, breach, default, or misrepresentation, the prevailing party shall be entitled to recover attorney's fees and costs (including costs of collection), in addition to any other relief to which it may be entitled.
6. In the event the credit card owner refuses to accept the credit card bill for this transaction set forth on the back of this document, Safety-Kleen authorized to charge the amount of this transaction to Customer's State-Kleen account.

Safety-Kleen, its agents and contractors, have the authority and are authorized and permitted, in accordance with all applicable laws and regulations, to accept, store, reclaim and/or dispose of the wastes listed on this document.

SAK 11 0200 0001 0000







**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-KLEEN SERVICE CENTER OR CALL 1-800-869-5740.**

**TAC0000059**

**A. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S PARTS CLEANER AND PAINT GUN CLEANER SERVICES.** The following three paragraphs A. 1-3, apply only where Safety-Kleen furnishes its Parts Cleaner or Paint Gun Cleaner Services to Customer:

1. Safety-Kleen agrees to collect for reclamation from Customer the used solvent supplied by Safety-Kleen to parts or paint gun cleaner machinery. Collection of the used solvent shall be on a periodic basis as otherwise provided herein. Safety-Kleen shall reclaim the used solvent for redelivery. Safety-Kleen has the capacity and is permitted to accept, store and/or reclaim the spent solvents provided to Customer hereunder. Safety-Kleen and Customer agree that this agreement is intended to satisfy the requirements of 40 Code of Federal Regulations (CFR) 261, as amended, and any state regulations which implement said provision. Customer agrees to keep the form on file for 3 years from the date of last service.

2. Customer agrees that it will not intentionally substitute into the solvent or aqueous cleaning solution, including without limitation any hazardous waste or hazardous waste constituent, except to the extent such introduction is incidental to the normal use of the machine. Customer further agrees that it will not clean perforated parts that have been contaminated with oil, grease, lubricants, hydraulic fluids, pigments (PVC's), herbicides, pesticides, oxides or other hazardous wastes for the solvent or aqueous cleaning solution.

3. Safety-Kleen provides its Nonhazardous Part Cleaner or Paint Gun Cleaner Services to Customer. Customer represents, warrants and certifies that the solvent or aqueous solution collected by Safety-Kleen hereunder has not been mixed, combined or otherwise altered in any quantity with any material that would render the solvent or aqueous cleaning solution hazardous under applicable law, including without limitation 40 CFR Part 261. Customer further represents warrants and certifies that such solvent or aqueous cleaning solution was generated in the same process that generated the waste solvent or aqueous cleaning solution that was (a) sampled and analyzed by Safety-Kleen to qualify the Waste Stream for nonhazardous treatment; or (b) in the event Customer qualifies and has elected not to have its waste solvent or aqueous cleaning solution analyzed by Safety-Kleen, analyzed or otherwise investigated by Customer to support Customer's certification that such waste stream is non-hazardous.

**B. PROVISION APPLICABLE TO SAFETY-KLEEN'S PARTS CLEANER, PAINT GUN CLEANER AND IMAGING SERVICES.** The following paragraph B. 1 applies only where Safety-Kleen furnishes its Parts Cleaner, Paint Gun Cleaner or Imaging Services to Customer:

1. Customer acknowledges placement of the parts cleaner unit(s), immersive cleaner unit(s), paint gun cleaner unit(s), installable reworkment compliance system(s) and/or electrolytic unit(s) set forth on the face of the Safety-Kleen Placement Form which was completed by Customer. Safety-Kleen agrees to service and maintain its equipment and Customer agrees that all servicing, repair and maintenance of such equipment shall be performed only by Safety-Kleen. Equipment provided below for on-site disposal of aqueous cleaning solution, all Safety-Kleen equipment, solvents and aqueous cleaning solution, and remain the property of Safety-Kleen and shall be returned to Customer upon termination of service. Customer agrees to pay for replacement of any equipment due to loss or damage. All Customer-owned equipment shall be serviced by Safety-Kleen, but shall be maintained and repaired by and remain the property of Customer.

In the event Customer elects to dispose of aqueous cleaning solutions provided hereunder at Customer's site, title to such solutions shall pass to Customer upon such disposal. In such event, Customer (a) represents and warrants that such on-site disposal complies with all applicable laws, regulations and orders and (b) agrees to indemnify, hold harmless and defend Safety-Kleen from and against any and all claims, penalties, losses, damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, contamination and cleanup and any remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state superfund law, which Safety-Kleen may incur, become responsible for or suffer by reason of such disposal of aqueous cleaning solutions provided hereunder at Customer's site.

**C. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S FLUID RECOVERY, IMAGING SERVICES AND OTHER WASTE HANDLING AND DISPOSAL SERVICES.** The following two paragraphs C. 1-2 apply where Safety-Kleen furnishes its Fluid Recovery, Imaging Services or any other handling or disposal Services to Customer for which a Material Profile is required:

1. In accordance with the Agreement by and between Customer and Safety-Kleen, which is incorporated herein by this reference, Customer represents, warrants and hereby re-certifies to Safety-Kleen that all waste materials (the "Waste Materials") tendered by Customer to Safety-Kleen will conform to the description of such Waste Materials contained in the Material Profile that was submitted by Customer for such Waste Materials and the Material Profile Report which bears the Profile or Reference number associated with that particular stream of Waste Materials. Customer certifies that no material change has occurred either in the characteristics of the Waste Materials or the process generating the Waste Materials. Customer acknowledges and agrees that the Waste Materials, as well as any nonperforming Waste Materials, shall be handled in accordance with the terms of the aforementioned Agreement.

2. If Safety-Kleen provides its Nonhazardous Fluid Recovery Service to Customer hereunder, Customer represents, warrants and certifies that the Waste Materials collected by Safety-Kleen (a) were produced in the same process that produced the waste materials described in said Material Profile/Material Profile Report and (b) have not been mixed, combined or otherwise altered in any quantity with any material which would render the Waste Materials hazardous under applicable law, including without limitation 40 CFR Part 261.

**D. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S PAINT WASTE SERVICE.** The following four paragraphs D. 1-4 apply only where Safety-Kleen furnishes its Paint Waste Service to Customer:

1. Safety-Kleen agrees to collect, transport, receive and/or dispose of, in accordance with all applicable laws and regulations, all paint thinners, solvents and paints (Paint Waste) generated by Customer and tendered to Safety-Kleen. Customer represents and warrants that all Paint Waste tendered by Customer to Safety-Kleen will conform to the DOT description of such waste contained on the face of this Service and Sales Acknowledgment.

2. Customer agrees that Paint Waste that is not pumpable or has six inches or more of settled solids will be subject to additional charges.

3. All storage equipment and containers provided by Safety-Kleen shall be and remain the property of Safety-Kleen, and, upon termination of service, shall be returned to Safety-Kleen in good repair and condition.

4. If Safety-Kleen provides its Nonhazardous Paint Waste Service to Customer hereunder, Customer represents, warrants and certifies that the Paint Waste collected by Safety-Kleen has not been mixed, combined or otherwise blended in any quantity with any material that would render the Paint Waste hazardous under applicable law, including without limitation 40 CFR Part 261. Customer further represents, warrants and certifies that such Paint Waste was produced in the same process that produced the Paint Waste that was (a) sampled and analyzed by Safety-Kleen to qualify the waste stream for nonhazardous treatment; or (b) in the event Customer qualifies and has elected not to have its paint waste stream analyzed by Safety-Kleen, analyzed or otherwise investigated by Customer to support Customer's certification that such waste stream is non-hazardous.

**E. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S DRY CLEANING SERVICE.** The following two paragraphs E. 1-2 apply only where Safety-Kleen furnishes its Dry-Cleaning Service to Customer:

1. Safety-Kleen agrees to collect, transport, receive and/or dispose of, in accordance with all applicable laws and regulations, all dry cleaning lint, cartridges, liner powder and all residues containing perchloroethylene, petroleum naphtha or ultraviolet/ozone dry cleaning solvents ("Dry Cleaning Waste") generated by Customer and tendered to Safety-Kleen in accordance with all applicable laws and regulations. Customer agrees to store its Dry-Cleaning Waste in containers provided by Safety-Kleen and agrees not to mix or combine different streams of Dry-Cleaning Waste together or with other materials. Customer represents and warrants that all Dry-Cleaning Waste tendered by Customer to Safety-Kleen will conform to the DOT description of such waste contained on the face of this Service and Sales Acknowledgment.

2. All storage equipment and containers provided by Safety-Kleen shall be and remain the property of Safety-Kleen, and, upon termination of service, shall be returned to Safety-Kleen in good repair and condition.

**F. PROVISIONS APPLICABLE TO ALL SAFETY-KLEEN SERVICES.** The following six paragraphs F. 1-6, apply to all Safety-Kleen Services:

1. Safety-Kleen agrees to indemnify, hold harmless and defend Customer from and against any and all claims, penalties, losses, damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, contamination and cleanup and any remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state superfund law, which Safety-Kleen may incur, become responsible for or suffer by reason of: (a) Safety-Kleen's breach, any representation, warranty, term or provision of this Agreement or (b) its negligence, intentional misconduct or violation of law of Customer's employees, agents, or subcontractors in the performance of this Agreement.

Customer agrees to indemnify, hold harmless and defend Safety-Kleen from and against any and all claims, penalties, losses, damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, contamination and cleanup and any remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state superfund law, which Safety-Kleen may incur, become responsible for or suffer by reason of: (a) Customer's breach, any representation, warranty, term or provision of this Agreement or (b) its negligence, intentional misconduct or violation of law of Customer's employees, agents, or subcontractors in the performance of this Agreement.

In the event that any claims, penalties, losses, damages, costs, expenses and other liabilities referred to above are contributed to by the breach, contract negligence, intentional misconduct or violation of law of both Safety-Kleen and Customer, the parties agree that all such claims, penalties, losses, damages, costs, expenses and other liabilities shall be apportioned among the parties on the basis of their comparative degree of fault.

2. Customer certifies that all materials tendered to Safety-Kleen are properly classified, described, packaged, marked and labeled and are in proper condition for transportation in accordance with applicable regulations of the Department of Transportation.

3. Customer agrees that services hereunder will continue until Customer, Safety-Kleen terminates service. If Customer is a party to a One or Two Year Service Agreement or Exclusive Service/Guaranteed Pricing or Safety-Kleen time period may only terminate service as provided in such agreement. If Customer is not a party to such an agreement, either party may terminate by furnishing the other party with thirty (30) days prior written notice thereof.

4. Customer shall pay Safety-Kleen according to Safety-Kleen's standard price schedule, which schedules are subject to change by Safety-Kleen from time to time without notice provided, however, that in the event Customer has entered into Safety-Kleen's One or Two Year Service Agreement or Guaranteed Pricing/Exclusive Service Agreement, prices to be as set forth in such agreement. Prices do not include any special sales tax. All amounts due Safety-Kleen are subject to an interest charge the lesser of 1.5% per month (18% per annum) or the maximum allowed by law (a) any unpaid invoices that are not paid within thirty (30) days.

5. If any legal action is commenced because of an alleged dispute, breach, default, or misrepresentation, the prevailing party shall be entitled to recover attorney's fees and costs (including costs of collection), in addition to any other relief to which it may be entitled.

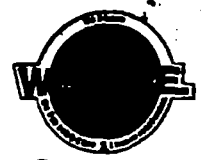
6. In the event the credit card issuer refuses to accept the credit card charge for this transaction set forth on the front of this document, Safety-Kleen is authorized to charge the amount of this transaction to Customer's Safe-Kleen account.

Safety-Kleen, its agents and contractors, have the capacity, and the authority and permission, in accordance with all applicable laws and regulations, to accept, store, reclaim and/or dispose of the wastes listed on this document.

PART 1986 (Rev. 05/92)



# SUPPLEMENTAL CERTIFICATION



### A. GENERATOR INFORMATION (Always complete)

Generator Name Montgomery Adv SK Reference # 2089706  
 Name of Material oil / H<sub>2</sub>O

### B. SUPPLEMENTAL INFORMATION (Always complete)

- | Yes                      | No                       | NA (Not Applicable)      |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | For Gas Cylinders To Clarence, NY (BDT) & Deer Park, TX: Is a completed Cylinder Profile Worksheet attached?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | For styrene containing waste: Has the waste been properly stabilized with TBC (tert-butyl-catechol) to prevent polymerization?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | For Hazardous Waste To Lone Mtn, 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?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | For Non-Hazardous Waste To Lone Mtn, OK: Is a completed Oklahoma Certificate Of Non-Hazardous Waste Affidavit attached?   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | DEA Controlled Substance  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Waste Subject To HON Group I Wastewater Regulations (40 CFR §63.132)  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Waste Subject To APHIS Foreign Soils / U.S. Quarantined Soils Compliance Agreement  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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?<br>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? <input type="checkbox"/> Yes <input type="checkbox"/> 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                                  |  |
|--------------------------|--------------------------|--|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Is the material stored in vented drums?                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is the material poisonous by inhalation? (40 CFR §171.8) |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the material regulated as a Marine Pollutant? (49 CFR §171.8) |                          |                                     |  |
- Oral Toxicity LD<sub>50</sub> (Mg/Kg) For Solids:  ≤ 5  >5 - ≤ 50  >50 - ≤ 200  >200 For Liquids:  >50 - ≤ 500  >500  
 Dermal Toxicity LD<sub>50</sub> (Mg/Kg):  ≤ 40  >40 - ≤ 200  >200 - ≤ 1000  >1000

### C. TREATMENT, STORAGE, & DISPOSAL FACILITY (TSDF) INFORMATION (Complete if shipping directly to a SK TSDF)

- | Yes                      | No                       | NA (Not Applicable)      |  |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | For PCB Material To Grayback Mtn., 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)?                                   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | For Antioch & Chattanooga, 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? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | For Artesia, MS: Does this waste contain, or is it derived from, dioxin-listed wastes with F020-F023, F026 or F027 waste codes?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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)

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.

Theresa Riley  
 Generator's Authorized Signature

Marus Riley Building Manager  
 Name & Title (Printed or Typed)

12 / 5 / 00  
 Date



SK REFERENCE NO.  
2089706

### MATERIAL PROFILE

<b>Safety-Kleen (SK) Use Only</b>	If applicable, Intercompany Billing Facility # _____	Customer Number: _____	SK Line Of Business #: _____	Facility Profile #: _____
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**A. GENERATOR INFORMATION**  Check if Billing Information is same as Generator Information

Generator Name Montgomery ADV. Billing Company \_\_\_\_\_  
 Facility Address (No P.O. Box) 500 Washington Billing Address \_\_\_\_\_  
 City/State/Zip Montgomery AL City/State/Zip \_\_\_\_\_  
 Technical Contact Yvonne Remy Billing Contact \_\_\_\_\_  
 Phone 205-271-1511 Fax 205-271-1111 Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Generator Location (If different from Facility Address) \_\_\_\_\_  
 SIC Code:  CESQG  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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	1-time	<input type="checkbox"/> Yd. <sup>3</sup> Box or <input type="checkbox"/> Super Sack	_____	_____
_____ Gal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/> Hard Top or <input type="checkbox"/> Tarped Bin	_____	_____
_____ Gal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/> End Dump (Tarped) Trailer	_____	_____
_____ Gal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/> Tank or <input type="checkbox"/> Vacuum Trailer	_____	_____

**C. GENERAL MATERIAL & REGULATORY INFORMATION**

Name of Material Oil/WATER  
 Process Generating The Material Leaking Tank  
 Odor:  None  Mild  Strong; Describe City odor

<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Regulated or Licensed Radioactive Waste</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Regulated Medical/ Infectious Waste</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Waste Subject To Benzene NESHAP Regulations</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> TSCA Regulated PCB Waste (List any PCB level in Sec.D)</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Regulated Subpart CC Waste (VOs ≥ 500 ppm)</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Regulated Ozone Depleting Substance</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> CERCLA Regulated (Superfund) Waste</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Hazardous Debris (Subject to alternative LDR treatment standards)</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Waste Contains UHCs/Constituents of Concern</p> <p>If Yes, list in <input type="checkbox"/> Sec. D or <input checked="" type="checkbox"/> Constituent Addendum</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Meets LDR Standards or <input type="checkbox"/> Partially Meets (For Landfill Only)</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Commingled Waste (Two or more hazardous wastes mixed as one)</p> <p><input type="checkbox"/> <input type="checkbox"/> Sorbent Added; If Yes, is sorbent biodegradable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> <input type="checkbox"/> Exempt Waste; If Yes, list reference 40 CFR _____</p> <p><input type="checkbox"/> <input type="checkbox"/> State Hazardous Waste; State Code _____</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> EPA Hazardous Waste</p> <p>EPA Waste Codes (including any LDR subcategories, e.g., D003 Water Reactive): _____</p>
---	--

EPA Haz Waste Only Origin Code:  1  2  3  4  5 Source Code: A \_\_\_\_\_ Form Code: B \_\_\_\_\_ System Code: M \_\_\_\_\_

**D. MATERIAL COMPOSITION**

**I. Chemical / Physical Constituents:** List all detectable components by chemical name, including physical material, e.g., sorbent, debris.

Chemical Constituents & Composition	ppm	wt %		Chemical Constituents & Composition	ppm	wt %	
		wt %	vol %			wt %	vol %
<u>Oil</u>				<u>Oil</u>			
<u>40</u>				<u>40</u>			

**Section. D continues on the next page for Elemental Constituents** Range Total ≥ 100%

TAC0000062





TAC0000064



**safety-kleen.**

**the we care company**

**SAFETY-KLEEN SYSTEMS, INC.**

**3001 DAY STREET**

**MONTGOMERY, AL 36109**

**PHONE NUMBER: 334-263-0385**

**FAX NUMBER: 334-262-0326**

**FACSIMILE COVER SHEET**

SEND TO: *Marcus Pily*  
DEPARTMENT:

FROM: *Richard Lee*  
DEPARTMENT:

FAX NUMBER: *261-1575*

DATE: *12/27/00*

URGENT  REPLY ASAP  PLEASE COMMENT  PLEASE REVIEW INFORMATION

TOTAL PAGES, including cover sheets

7

COMMENTS

*Analysis on water/oil per your request.*

*rls*

*Richard Lee*

**THE BEST WASTE HANDLING SERVICE YOU CAN BUY IS ALSO THE BEST VALUE**

101100000000 (REPRINT)  
VACUUM SERVICES

PREQUALIFICATION EVALUATION

COMPLETED: 12/27/00  
REVISED:  
RUN: 12/27/00

ACCEPT FOR SHIPMENT

BRANCH/SUBMITTER: 301901  
BIRMINGHAM

CONTROL #: 2005429-4  
LAB #: 2005429-4  
PROFILE REF #:

GENERATOR INFORMATION: CUSTOMER NUMBER: 0001-94-9900

THE MONTGOMERY ADVERTISER  
200 WASHINGTON AVENUE  
MONTGOMERY AL 36104

ATTN: MARCUS RILEY

BRANCH: 301901 - BIRMINGHAM

GENERATOR INFORMATION:

GENERATOR NAME & FACILITY ADDRESS:  
THE MONTGOMERY ADVERTISER  
200 WASHINGTON AVENUE  
MONTGOMERY AL 36104

BILLING COMPANY & ADDRESS:

CONTACT: CHRISTINA EXT 166  
PHONE: 204-262-1611  
FAX: 204-261-1546

S.T.C.: 2711  
STATUS: 0506 US LPA ID: A1D903100084 STATE ID:

R. SHIPPING INFORMATION: DOT ASSISTANCE REQUESTED  
HAZ CLASS/DIVISION: NU 10# (DN/NA):

PACK GRP:

NON-BULK SHIPPING CONTAINERS  
55 STEEL QTY: 1 FREQ: 52 WEEKS

\*\*\* ACCEPT FOR SHIPMENT

CONTINUED ON NEXT PAGE

RIDGE ROADS (REPRINT)  
OIL RECOVERY SERVICE  
VACUUM SERVICES

PREQUALIFICATION EVALUATION

DATE: 12/19/88  
REVISION: 12/27/88

ACCEPT FOR SHIPMENT

CONTROL #: 2005420-1  
LAN #: 2005420-1  
PROFILE REF #: 2005420

BRANCH/SUBMITTER: 341301  
GIRMINSHAM

C. GENERAL MATERIAL & REGULATORY INFORMATION:

NAME OF MATERIAL: OIL/WATER  
 PROCESS DESCRIPTION: LEAKING HYD CYLINDER  
 ODR#: M10 DESCRIBE: OILY ODOR  
 YPS NO

X REGULATED OR LICENSED RADIOACTIVE WASTE  
 X REGULATED MEDICAL & INFECTIOUS WASTE  
 X WASTE SUBJECT TO BENZENE RESHAP REGULATIONS  
 X REG. REGULATED PCB WASTE  
 X REGULATED COPPER/CU WASTE (VOC'S <= 500 PPM)  
 X REGULATED OZONE DEPLETING SUBSTANCE  
 X REGULATED/REGULATED (SUPERFUND) WASTE  
 X HAZARDOUS DEBRIS  
 X WASTE CONTAINS UHC'S/CONSTITUENTS OF CONCERN (NON-HAZ)  
 X UHC IN SECTION D  
 X UHC IN ADDENDUM  
 X MEETS LDR STANDARD  
 X PARTIALLY MEETS (FOR LANDFILL ONLY)  
 X COMMINGLED WASTE  
 X SUGGEST REUSE  
 X HIDDEN HAZARDOUS?  
 X HIDDEN HAZARDOUS? IF YES, LIST REFERENCE NO PER  
 X STATE HAZARDOUS WASTE  
 X EPA CODES: TX 0182061

STATE WASTE CODES: NONE  
 CITY: USA

\*\*\* ACCEPT FOR SHIPMENT

CONTINUED ON NEXT PAGE

\*\* TOTAL PAGE.03 \*\*

TAC0000067

SI 903-R4005 (REPRINT)  
OIL RECOVERY SERVICE  
VACUUM SERVICES

PREQUALIFICATION EVALUATION

PAGE 5 OF 6  
COMPLETED 07/13/00  
REVISED  
RDW 12/27/00

ACCEPT FOR SHIPMENT

BRANCH/ADMITTED: 801901  
BIRMINGHAM

CONTROL #: 2001-129-4  
LAB #: 2005429-4  
PROFILE REF #: 2003766

D. MATERIAL COMPOSITION: ANALYTICAL  
1. CHEMICAL/PHYSICAL CONSTITUENTS:  
NO VOLATILE ORGANICS DETECTED (0.1% EACH)  
NO VOLATILE ORGANICS DETECTED (0.1% EACH)

RMP COMPOUND DENOED WITH %

RESIDUE DESCRIPTION: DEL. DERT  
WATER CONTENT

48.00 WT%  
52.00 WT%

2. ELEMENTAL CONSTITUENTS:

THE FOLLOWING VALUES ASSOCIATED WITH THE "<" ARE NON-DETECTED. THE VALUE LISTED IS THE REPORTING LIMIT.

ALUMINUM	<	83.00	KG
ANTHRACENE	<	25.00	KG
ARSENIC (0004)	<	17.00	KG
BARITUM (D005)	<	66.00	KG
BERYLLIUM	<	5.00	KG
BORON	<	5.00	KG
CADMIUM (D006)	<	5.00	KG
CALCIUM	<	53.00	KG
CHROMIUM (D007)	<	5.00	KG
COBALT	<	5.00	KG
COPPER	<	5.00	KG
IRON	<	160.00	KG
LEAD (D008)	<	10.00	KG
MAGNESIUM	<	14.00	KG
MANGANESE	<	1.00	KG
MERCURY (D009)	<	1.00	KG
MOLYBDENUM	<	1.00	KG
NICKEL	<	1.00	KG
PHOSPHORUS	<	9.00	KG
POTASSIUM	<	230.00	KG
SELENIUM (D010)	<	1.00	KG
SILICON	<	17.00	KG
SILVER (D011)	<	1.00	KG
SODIUM	<	260.00	KG
THALLIUM	<	5.00	KG
TIN	<	5.00	KG
TITANIUM	<	5.00	KG
TOTAL BROMINE	<	0.10	WT%
TOTAL CHLORINE	<	0.10	WT%
TOTAL FLUORINE	<	0.10	WT%
TOTAL SULFUR	<	0.10	WT%
Vanadium	<	3.00	KG
ZINC	<	25.00	KG

\*\*\* ACCEPT FOR SHIPMENT

CONTINUED ON NEXT PAGE



01363-R1595 (REPRINT)  
OIL RECOVERY SERVICE  
VACUUM SERVICES

PREQUALIFICATION EVALUATION

PAGE 3 OF 6  
COMPLETED: 12/13/00  
REVISED:  
RUN 12/27/00

ACCEPT FOR SHIPMENT

BRANCH/SUBMITTER: 301901  
BIRMINGHAM

CONTROL #: 2005323-4  
LAG #: 005429-4  
PROFILE REF #: 2080790

E. REACTIVE CHARACTERISTICS: WASTE EXHIBITS NO REACTIVE CHARACTERISTICS

YES	NO		
X	X	EXPLOSIVE	
X	X	SHOCK SENSITIVE	
X	X	PYROPHORIC	
X	X	OXIDIZER	
X	X	WATER REACTIVE	
X	X	AIR REACTIVE	
X	X	REACTIVE CYANIDE	00
X	X	REACTIVE SULFIDE	00
X	X	POLYMERIZABLE	

F. MATERIAL PHYSICAL CHARACTERISTICS @ 70°F:

# OF PHASES	4.0	
LIQUID %	95.0	
SOLID %	5.0	
COLOR	DK. BROWN, BROWN	
VISCOSITY	100	
DENSITY	0.95	
NO FLASH AT	200.0	F
ASH %	1.0	WTS
PH LIQUIDS >20% H2O		
BTU'S / LB. OR RANGE	10100.0	BTU/LB

COMMENTS: FLAMMABILITY AT 200 F: NO FLASH BULK DENSITY: 0.95

PROFILE COMMENTS:  
CHECK FOR VAC SVC'S

SK SALES REP NAME: RICHARD ARD

\*\*\* ACCEPT FOR SHIPMENT

CONTINUED ON NEXT PAGE

01303-R4505 (REPRINT)  
OIL RECOVERY SERVICE  
VACUUM SERVICES

PREQUALIFICATION EVALUATION

PAGE 5 OF 6  
COMPLETED: 12/10/00  
REVISED: 12/10/00

ACCEPT FOR SHIPMENT

BRANCH/SUBMITTER: 301901  
BIRMINGHAM

CONTROL #: 2001428-4  
LAB #: 2008422-4  
PROFILE REF #: 2000766

CORPORATE REVIEW:  
DISPOSITION: ACCEPT FOR SHIP PART NUMBER: 0890590 ORGANIC LIQ INT LTD  
REVISED DATE: 12/10/2000 REVIEWERS: MS

APPROVED FACILITIES  
SAFETY-KLEEN SYSTEMS, INC.  
3700 LAGRANGE ROAD  
SMITHFIELD KY 40066  
FED EPA#: KYD053340100  
STATE EPA#: 5028452453  
TELEPHONE:  
STATE AUTH:

SAFETY-KLEEN SYSTEMS, INC.  
885 E 15TH ST  
DORTON IL 60410  
110980613913  
03106900000  
7052253100

SAFETY-KLEEN SYSTEMS, INC.  
1200 SYLVAN STREET  
LINDEN NJ 07036  
FED EPA#: NJD002132897  
STATE EPA#: 9082620000  
TELEPHONE:  
STATE AUTH:

SAFETY-KLEEN SYSTEMS, INC.  
1722 COOPER CREEK ROAD  
DERTON IL 60410  
1X0077603371  
65124  
9404835200

APPROVED DOT SHIPPING DESCRIPTION  
0001002 DRUM OR BULK USED OIL AND WATER MIXTURE  
(NOT USDOT HAZARDOUS MATERIAL)

STATE/PROV CODES: TX OUTSC001  
US EPA WASTE CODES: NONE  
USA

REVIEW COMMENTS

\*\*\*\*\*  
\* OK FOR SAFETY-KLEEN VACUUM SERVICES.  
\* OK FOR FUEL. WASTE SHIPPED IN DRUMS FROM THE CUSTOMER SITE MTD TO BE  
\* EQUIPPED WITH A BUNG ON THE TOP LID PRIOR TO SHIPMENT. DRUMS RECEIVED FROM  
\* THE CUSTOMER LACKING BUNGS WILL BE RETURNED TO THE CUSTOMER BY THE SK UNIT  
\* THIS WASTE IS BEING SHIPPED UNDER THE OIL EXEMPTION FOUND IN 40 CFR 279 AND  
\* MUST BE RECYCLED  
\*\*\*\*\*

THIS Serves AS NOTICE PER FEDERAL AND STATE REGULATIONS THAT EACH FACILITY  
NOTED ABOVE HAS THE APPROPRIATE PERMITS, CAPABILITIES, CAPACITY, AND IS  
WILLING TO ACCEPT THE MATERIAL AS DESCRIBED IN THE APPROVAL SECTION.  
IT IS THE RESPONSIBILITY OF THE GENERATOR TO NOTIFY SAFETY-KLEEN CORP. OF  
ANY CHANGES IN THE PROCESS GENERATING THIS WASTE STREAM.

\*\*\* ACCEPT FOR SHIPMENT

CONTINUED ON NEXT PAGE

81369-R4505 (HARGINT)  
OIL RECOVERY SERVICE  
VACUUM SERVICES

FREQUALIFICATION EVALUATION

PAGE 6 OF 6  
COMPLETED: 12/18/00  
REVISED: 12/27/00  
RUN: 12/27/00

ACCEPT FOR SHIPMENT

BRANCH/SUBMITTER: 201901  
BIRMINGHAM

CONTROL #: 2005429-1  
LSP #: 2005429-4  
PROFILE RPT #: 2000766

ADDITIONAL ANALYTICAL

RESULT DESCRIPTION/ELEMENT

RESULT

PCB

NONE

PCB AMOUNT

OTHER

< 1.0 MG/KG

RADIOACTIVITY

NONE DETECTED

WATER CONTENT

52

THE ANALYSIS CONTAINED HEREIN ARE PERFORMED SOLELY FOR THE PURPOSE OF  
QUALIFYING THE ANALYZED MATERIALS FOR ACCEPTANCE BY SAFETY-KLEEN CORP. IN  
ACCORDANCE WITH ITS PERMITS AND PROCESSING CAPABILITIES.

NOTICE OF LAND DISPOSAL RESTRICTION OF WASTE IS NOT REQUIRED.

\*\*\* ACCEPT FOR SHIPMENT

END OF DOCUMENT

\*\* TOTAL PAGE.04 \*\*

TAC0000071



---

Montgomery Advertiser  
Attn. Marcus Riley

October 10, 2000

---

Marcus,

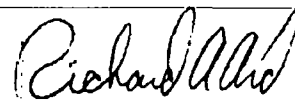
---

Per our conversation, attached is a quotation for pumping of oil and water from bottom of lift shaft 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  
Montgomery, AL 36108

---

---

**TAC0000073**



safety-kleen.

the we care. 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 Dily*

FROM:

*Richard Ard*

DEPARTMENT:

DEPARTMENT:

FAX NUMBER:

*261-1575*

DATE:

*10/10/00*

URGENT  REPLY ASAP  PLEASE COMMENT  PLEASE REVIEW INFORMATION

TOTAL PAGES, including cover sheets

*3*

COMMENTS

*per our conversation is quote for pumping  
of oily water.*

**THE BEST WASTE HANDLING  
SERVICE YOU CAN BUY  
IS ALSO THE BEST VALUE**





# SAFETY-KLEEN VACUUM SERVICE ESTIMATE

## - CUSTOMER INFORMATION -

DATE: / /

NAME Montgomery Advertiser  
 ADDRESS 200 Washington Ave  
 CITY/STATE Montgomery AL  
 CONTACT NAME Marcus Riley ZIP (334) 261-1578  
 PHONE NUMBER

SALES REPRESENTATIVE \_\_\_\_\_  
 BRANCH \_\_\_\_\_  
 BRANCH PHONE NUMBER \_\_\_\_\_

RECTANGULAR TANKS						
144	x	96	x	14	= 231 =	838
LENGTH		WIDTH		HEIGHT		CAPACITY IN GALLONS
	x		x		= 231 =	
LENGTH		WIDTH		HEIGHT		CAPACITY IN GALLONS

CYLINDRICAL TANKS						
<del>   </del>	x	<del>   </del>	x	<del>   </del>	x 0.7854 = 231 =	
DIAMETER		DIAMETER		HEIGHT		CAPACITY IN GALLONS
	x		x		x 0.7854 = 231 =	
DIAMETER		DIAMETER		HEIGHT		CAPACITY IN GALLONS

SEPARATOR SOLIDS	<u>0</u>	Gallons	<u>3.85</u>	PRICE PER GALLON	\$ <u>0</u>
SEPARATOR LIQUIDS	<u>838</u>	Gallons	<u>1.00</u>	PRICE PER GALLON	\$ <u>838</u>
TRENCHING SOLIDS	<u>0</u>	Gallons		PRICE PER GALLON	\$ <u>n/c</u>
TRENCHING LIQUIDS	<u>0</u>	Gallons		PRICE PER GALLON	\$ <u>n/c</u>
TRENCHING LABOR	<u>0</u>	Feet		PRICE PER GALLON	\$ <u>n/c</u>
HELPER	<u>n/a</u>	Hours			\$ <u>n/c</u>
VACUUM TRUCK		Hours			\$ <u>225<sup>00</sup></u>
WASH WATER	<u>100 gal</u>				\$ <u>n/c</u>
ANALYTICAL WORK	<u>295<sup>00</sup></u>				\$ <u>295<sup>00</sup></u>
AFTER HOURS FEE	<u>n/a</u>				\$ <u>n/c</u>
MISC.					\$ _____
MISC.					\$ _____
ESTIMATE TOTAL					\$ <u>1358<sup>00</sup></u>

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 volume collected as well as the total price may differ.

X Richard Riley  
SALES REPRESENTATIVE SIGNATURE

X \_\_\_\_\_  
CUSTOMER'S SIGNATURE

\*\* TOTAL PAGE.03 \*\*