

NUTTER, McCLENNEN & FISH

ATTORNEYS AT LAW

ONE INTERNATIONAL PLACE
BOSTON, MASSACHUSETTS 02110-2699

TELEPHONE: 617 439-2000 FACSIMILE: 617 973-9748

CAPE COD OFFICE
HYANNIS, MASSACHUSETTS

DIRECT DIAL NUMBER

617-439-2689

December 15, 1992
19951-1

Ms. Marilyn K. Goldberg
U. S. Environmental Protection Agency
P. O. Box 221470
Chantilly, VA 22022



SDMS DocID 448756

Mr. Lloyd Selbst
Office of Regional Counsel
U.S. Environmental Protection Agency
One Congress Street
10th Floor
Boston, MA 02114

Re: Solvents Recovery Service of New England
Superfund Site: The Mead Corporation's Request
for Transactional Review and Response to
104(e) Request for Information

Dear Marilyn and Lloyd:

My face is red again. Photocopies of some papers totally unrelated and irrelevant to this matter were inadvertently included in the package that I sent to Marilyn by certified mail yesterday. The extraneous pages are the last five pages of Exhibit A-4 of the Transactional Review portion of the package. The first of these five extraneous pages is on the letterhead of a firm called Options Associates. Please ignore these pages and pardon the oversight.

Sincerely,

Deborah P. Fawcett

DPF/mbb
cc: Martin C. Pentz, Esquire

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SPK/P
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ONE INTERNATIONAL PLACE
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TELEPHONE: 617 439-2000 FACSIMILE: 617 973-9748

CAPE COD OFFICE
HYANNIS, MASSACHUSETTS

DIRECT DIAL NUMBER
(617) 439-2253

December 31, 1992
19951-1

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Marilyn K. Goldberg
U.S. Environmental Protection Agency
P.O. Box 221470
Chantilly, VA 22022

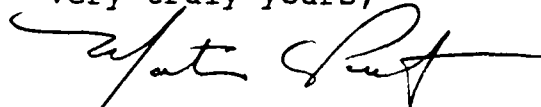
Re: **Solvents Recovery Service of New England ("SRSNE")
Superfund Site: Response of The Mead Corporation to
December 7, 1992 EPA Information Request**

Dear Ms. Goldberg:

This firm represents The Mead Corporation ("Mead") in connection with the SRSNE Superfund Site. On December 11, 1992, Mead received EPA's December 7, 1992 Request for Information for the SRSNE Site. This letter and the enclosed completed forms and attachments constitute Mead's response to that information request.

Should you or any of your colleagues have any questions regarding this letter or the enclosed materials, please feel free to contact me.

Very truly yours,



Martin C. Pentz

MCP/MG
Enclosures
cc: Lloyd Selbst, Esq. (w/o enc.)
0147q

RESPONSE OF THE MEAD CORPORATION
TO REQUEST FOR INFORMATION PURSUANT TO
§ 104 OF CERCLA AND § 3007 OF RCRA
FOR SOLVENTS RECOVERY SERVICE OF NEW ENGLAND (SRSNE)
SUPERFUND SITE IN SOUTHTON, CONNECTICUT

The following is the response of The Mead Corporation ("Respondent") to the request for information contained in the enclosures to the letter from Merrill S. Hohman, Director, Waste Management Division, to Respondent (the "Information Request") dated December 7, 1992.

OBJECTIONS TO "GENERAL INSTRUCTIONS"

Respondent objects to the instruction contained in the first sentence of Paragraph 3 of the "General Instructions," which purports to impose upon Respondent an obligation of indefinite duration to supplement this response should any information not currently known or available to Respondent become known or available at any time in the future. Respondent contests EPA's statutory authority to impose such an undue and continuous burden upon Respondent. Should EPA make a specific request for supplementation at any time after receiving this response, Respondent will endeavor to respond. If, after submitting this response, Respondent learns that any portion of the response is false, Respondent will so notify EPA and will provide EPA with a corrected response. In the event EPA makes a settlement offer that is based in whole or in part

upon information contained in this response, Respondent will disclose any additional information it has at the time that could affect the terms or availability of the settlement offer.

OBJECTIONS TO "INFORMATION REQUEST DEFINITIONS"

Respondent objects to the definition of the terms "you" and "Respondent" in Paragraph 1 of the "Information Request Definitions" as overly broad and unduly burdensome insofar as it purports to require the Respondent to respond on behalf of the Respondent's facilities nationwide. The scope of this response has been limited in accordance with an oral agreement between EPA Assistant Regional Counsel Lloyd Selbst and Respondent's attorney, Martin C. Pentz: the investigation was required to include all facilities that EPA's transactional documents identified as having had dealings with SRSNE, but needed to be expanded only if the investigation of EPA-identified facilities indicated that other facilities, not identified by EPA, had dealings with SRSNE.

Respondent also objects to the definition of the terms "you" and "Respondent" insofar as it purports to include "contractors." "Contractors" are, by definition, not agents or employees of Respondent, and Respondent has neither the authority nor the ability to respond on the contractors' behalf. Respondent has nevertheless endeavored to comply with

the request where possible, and, in conducting its review of EPA's transactional documents, Respondent has been mindful of information available to various parties with whom it has contracted in the past with respect to relevant matters. Respondent is not in a position, however, to respond on behalf of SRSNE, and Respondent assumes that EPA does not expect recipients of this information request to attempt to do so.

Finally, Respondent objects to the definition of the terms "you" and "Respondent" insofar as it purports to include "predecessor . . . corporations, companies or operations of [Respondent]." In an effort to comply with these instructions, Respondent has endeavored to respond not only on its own behalf, but also on behalf of a separate, distinct corporation that operated two of the facilities at issue before they were acquired by the Respondent. The alleged transactions between this separate corporation and SRSNE have been wrongly attributed to the Respondent. Thus, although Respondent has requested that the waste volumes for such transactions not be attributed to the Respondent, Respondent has also asserted various grounds for reduction of such waste volumes. It should be noted, however, that Respondent may not have access to all relevant information. The Respondent has identified this "predecessor" corporation in Attachment A to Form 1.

OBJECTIONS TO 104(e) INFORMATION REQUEST FORM FOR GENERATORS

Respondent objects to Paragraph 3 of the 104(e) Information Request Form for Generators insofar as it requests copies of all documents "consulted, examined, or referred to" in preparing this response. This request is unduly burdensome and overly broad in that it seeks documents protected by attorney-client privilege and/or work product immunity and seeks to require Respondent to provide copies of each and every document consulted, examined or referred to in preparing responses to these requests, regardless of whether the document contains any relevant information. Without waiver of the foregoing objections, Respondent will produce with this response copies of all non-privileged documents in its possession, custody or control that contain information pertinent to the subject matter of the request.

Respondent also objects to Paragraph 6 of the 104(e) Information Request Form for Generators. This request is similarly overly broad and unduly burdensome insofar as it purports to require the Respondent to identify each and every individual contacted in the course of preparing this response, regardless of whether that individual had any relevant information to impart. Without waiving these objections, in this response Respondent identifies all persons consulted in

preparation of the response who contributed relevant information.

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ENCLOSURE B

Solvents Recovery Service of New England
104(e) Information Request Form for Generators

1. Name of Respondent: The Mead Corporation
2. Date Information Request Completed: December 31, 1992
3. For each transaction listed on Form 1 (attached), identify by chemical name the type of waste material that the Respondent sent for treatment or disposal to the Site or sent with a transporter for treatment or disposal to the Site. If the chemical name is not known, please state the trade name and the name of the manufacturer. Also identify the transporter of each waste volume and identify who made the decision to bring the waste to the Site -- the transporter, generator, or broker. Attach copies of all documents consulted, examined, or referred to in the preparation of answers to these questions.
4. At the end of Form 1 and consistent with the format of Form 1, identify and provide complete information on any additional transactions which do not appear on Form 1 or transactions which are in some manner incorrectly recorded on Form 1. Attach copies of all documents which provide information on these transactions.
5. If you are not the generator of any of the wastes attributed to you in the listing of transactions on Form 1 (i.e., you sent waste materials to the Site for disposal or treatment that were generated by a person other than you), please complete steps a through d below:
 - a) Provide the information requested for that transaction on Form 1;
 - b) Highlight the transaction by placing an asterisk (*) to the left of the appropriate transaction date on Form 1; and
 - c) Provide the information requested on Form 2 (attached);
 - d) Attach copies of all documents consulted, examined, or referred in to the preparation of answers to these questions.
6. Please identify all persons consulted in the preparation of the answers to these questions. Indicate their relationship to the Respondent (e.g., current employee - environmental manager, past employee - maintenance department, etc.). Attach extra pages if necessary.

6. (continued)

Name: David L. Santez, Esq.

Address: The Mead Corporation
World Headquarters
Courthouse Plaza N.E.
Dayton, OH 45463

Phone No.: (513) 222-6323

Relation to Respondent: Associate General Counsel

Name: George T. O'Neill

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Environmental Engineering Manager

Name: David Hawkins

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Environmental Engineer

Name: Frank E. Wojik

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Purchasing Agent

Name: Mayme E. Peltier

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Purchasing Agent

Name: Michael C. Nardi

Address: Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Marketing

Name: John C. Genzabella

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Vice President for Operations

Name: William W. Sammons

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Engineer

Name: Leroy Palmer

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Maintenance Supervisor

Name: David L. Klausmeyer

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: President and General Manager

Name: James Lavalette

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Ron Thomes

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Anthony Dalmaso

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Larry Marconi

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Robert Plankey

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: David Garner

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Richard Touponce

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Eugene Daloni

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Barbara Dewey

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: George Guerro

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Keith Cahalan

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Henry Ford

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Joseph Banach

Address: Shunpike Road
P.O. Box 842
Sheffield, MA 01257

Phone No.: (413) 229-2974

Relation to Respondent: Past Employee for Morart Operations*

Name: Bruce Calahan

Address: 25 Tamarack Road
Pittsfield, MA 01201

Phone No.: (413) 442-1887

Relation to Respondent: Past Employee, Technical Director for
Morart Operations*

Name: Al Souther

Address: 12 Lynn Drive
Granby, MA 01003

Phone No.: (413) 467-7088

Relation to Respondent: Past Employee for Morart Operations*

Name: Al Gaudette

Address: 158 Nashua Road
Pepperell, MA 01463

Phone No.: (508) 433-5442

Relation to Respondent: Past Employee, Purchasing Agent for
Morart Operations*

Name: Frank DeWolfe

Address: 118 Jacob Street
Chicopee, MA 01020

Phone No.: (413) 536-5603

Relation to Respondent: Past Employee, Shift Foreman for
Morart Operations*

* "Morart Operations" includes Morart Gravure Corporation
and/or Morart Division of The Mead Corporation at the
Holyoke or South Lee locations.

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7. Please identify the person(s) completing this questionnaire and identify the relationship to the Respondent. Attach extra pages if necessary.

Name: Martin C. Pentz, Esq.

Address: Nutter, McClennen & Fish
One International Place
Boston, MA 02110

Phone No.: (617) 439-2253

Relation to Respondent: Attorney

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Solvents Recovery Service of New England
Morart-Mead Co. (South Lee, MA)

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
09/27/67	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
10/30/67	1,485.00	See Attachment A.	See Attachment B.	See Attachment B.
12/04/67	1,485.00	See Attachment A.	See Attachment B.	See Attachment B.
12/27/67	1,320.00	See Attachment A.	See Attachment B.	See Attachment B.
01/25/68	1,320.00	See Attachment A.	See Attachment B.	See Attachment B.
02/09/68	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
2/26/68	1,265.00	See Attachment A.	See Attachment B.	See Attachment B.
03/25/68	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
04/05/68	1,485.00	See Attachment A.	See Attachment B.	See Attachment B.
04/25/68	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.

Notes:

- (1) The transaction date refers to the date the waste was delivered to SRSNE. This date may differ from the date the waste left the generator's facility, (particularly if the transaction was brokered by another party), and therefore may not match exactly with your records. EPA expects you to make your best efforts to correlate your records with EPA's documents. This is to prevent double-counting of shipments in EPA's volumetric ranking.
- (2) All gallon volumes are waste-in transactions to SRSNE.
- (3) Please state waste type by chemical name. If the chemical name is not known, please state the trade name and the manufacturer's name.
- (4) e.g., XYZ Chemical Company - generator; ABC Waste Trucking - transporter; EFG Waste Disposal Service - broker.

Solvents Recovery Service of New England
Morart-Mead Co. (South Lee, MA)

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
05/20/68	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
06/20/68	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
07/09/68	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
08/15/68	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
09/16/68	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
09/16/68	1,430.00	See Attachment A.	See Attachment B.	See Attachment B.
10/02/68	990.00	See Attachment A.	See Attachment B.	See Attachment B.
10/21/68	0.00	See Attachment A.	See Attachment B.	See Attachment B.
11/08/68	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
11/19/68	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
12/19/68	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
01/10/69	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
01/22/69	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
02/07/69	1,430.00	See Attachment A.	See Attachment B.	See Attachment B.
02/20/69	1,045.00	See Attachment A.	See Attachment B.	See Attachment B.
03/07/69	1,375.00	See Attachment A.	See Attachment B.	See Attachment B.
03/25/69	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
03/31/69	1,155.00	See Attachment A.	See Attachment B.	See Attachment B.
04/16/69	1,485.00	See Attachment A.	See Attachment B.	See Attachment B.

Solvents Recovery Service of New England
Morart-Mead Co. (South Lee, MA)

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
05/02/69	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
05/20/69	1,265.00	See Attachment A.	See Attachment B.	See Attachment B.
05/20/69	275.00	See Attachment A.	See Attachment B.	See Attachment B.
06/04/69	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
06/11/69	1,430.00	See Attachment A.	See Attachment B.	See Attachment B.
06/27/69	1,430.00	See Attachment A.	See Attachment B.	See Attachment B.
07/21/69	1,485.00	See Attachment A.	See Attachment B.	See Attachment B.
07/30/69	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
08/26/69	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
09/15/69	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
09/30/69	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
10/14/69	1,320.00	See Attachment A.	See Attachment B.	See Attachment B.
10/30/69	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
11/20/69	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
12/05/69	935.00	See Attachment A.	See Attachment B.	See Attachment B.
12/05/69	330.00	See Attachment A.	See Attachment B.	See Attachment B.
12/23/69	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
01/20/70	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
02/02/70	1,320.00	See Attachment A.	See Attachment B.	See Attachment B.

Solvents Recovery Service of New England
Morart-Mead Co. (South Lee, MA)

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
02/25/70	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
03/17/70	1,265.00	See Attachment A.	See Attachment B.	See Attachment B.
03/24/70	1,265.00	See Attachment A.	See Attachment B.	See Attachment B.
03/26/70	1,705.00	See Attachment A.	See Attachment B.	See Attachment B.
04/09/70	1,320.00	See Attachment A.	See Attachment B.	See Attachment B.
04/16/70	550.00	See Attachment A.	See Attachment B.	See Attachment B.
05/05/70	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
05/19/70	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
06/01/70	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
06/17/70	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
07/08/70	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
07/15/70	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
08/04/70	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
08/14/70	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
09/01/70	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
09/15/70	1,375.00	See Attachment A.	See Attachment B.	See Attachment B.
10/05/70	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
10/19/70	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
11/06/70	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.

Solvents Recovery Service of New England
Morart-Mead Co. (South Lee, MA)

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
11/19/70	1,265.00	See Attachment A.	See Attachment B.	See Attachment B.
12/09/70	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
01/06/71	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
01/20/71	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
02/17/71	1,485.00	See Attachment A.	See Attachment B.	See Attachment B.
03/15/71	1,375.00	See Attachment A.	See Attachment B.	See Attachment B.
04/01/71	1,485.00	See Attachment A.	See Attachment B.	See Attachment B.
04/21/71	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
05/10/71	0.00	See Attachment A.	See Attachment B.	See Attachment B.
06/08/71	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
06/18/71	1,485.00	See Attachment A.	See Attachment B.	See Attachment B.
07/15/71	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
08/18/71	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
09/15/71	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
09/30/71	1,430.00	See Attachment A.	See Attachment B.	See Attachment B.
10/21/71	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
11/09/71	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
12/02/71	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
12/17/71	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.

Solvents Recovery Service of New England
Morart-Mead Co. (South Lee, MA)

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
01/17/72	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
02/02/72	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
02/18/72	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
03/02/72	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
03/30/72	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
04/26/72	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
05/18/72	2,475.00	See Attachment A.	See Attachment B.	See Attachment B.
06/20/72	2,255.00	See Attachment A.	See Attachment B.	See Attachment B.
08/01/72	2,200.00	See Attachment A.	See Attachment B.	See Attachment B.
09/11/72	2,365.00	See Attachment A.	See Attachment B.	See Attachment B.
10/17/72	2,035.00	See Attachment A.	See Attachment B.	See Attachment B.
11/16/72	2,640.00	See Attachment A.	See Attachment B.	See Attachment B.
12/14/72	1,595.00	See Attachment A.	See Attachment B.	See Attachment B.
01/17/73	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
02/02/73	2,145.00	See Attachment A.	See Attachment B.	See Attachment B.
02/22/73	1,375.00	See Attachment A.	See Attachment B.	See Attachment B.
03/16/73	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
04/02/73	1,430.00	See Attachment A.	See Attachment B.	See Attachment B.
04/25/73	0.00	See Attachment A.	See Attachment B.	See Attachment B.

Solvents Recovery Service of New England
Morart-Mead Co. (South Lee, MA)

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
05/23/73	2,255.00	See Attachment A.	See Attachment B.	See Attachment B.
06/13/73	1,870.00	See Attachment A.	See Attachment B.	See Attachment B.
07/13/73	990.00	See Attachment A.	See Attachment B.	See Attachment B.
08/20/73	2,475.00	See Attachment A.	See Attachment B.	See Attachment B.
09/27/73	2,090.00	See Attachment A.	See Attachment B.	See Attachment B.
10/22/73	2,035.00	See Attachment A.	See Attachment B.	See Attachment B.
11/26/73	2,365.00	See Attachment A.	See Attachment B.	See Attachment B.
01/02/74	1,980.00	See Attachment A.	See Attachment B.	See Attachment B.

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Solvents Recovery Service of New England
Mead Paper Specialty/Morart & Laurel Mills

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
05/15/78	1,239.00	See Attachment A.	See Attachment B.	See Attachment B.
06/15/78	2,970.00	See Attachment A.	See Attachment B.	See Attachment B.
03/21/79	1,852.00	See Attachment A.	See Attachment B.	See Attachment B.
10/27/80	1,968.00	See Attachment A.	See Attachment B.	See Attachment B.

Notes:

- (1) The transaction date refers to the date the waste was delivered to SRSNE. This date may differ from the date the waste left the generator's facility, (particularly if the transaction was brokered by another party), and therefore may not match exactly with your records. EPA expects you to make your best efforts to correlate your records with EPA's documents. This is to prevent double-counting of shipments in EPA's volumetric ranking.
- (2) All gallon volumes are waste-in transactions to SRSNE.
- (3) Please state waste type by chemical name. If the chemical name is not known, please state the trade name and the manufacturer's name.
- (4) e.g. XYZ Chemical Company - generator; ABC Waste Trucking - transporter; EFG Waste Disposal Service - broker.

FORM 1 - ADDITIONAL TRANSACTIONS

Solvents Recovery Service of New England
Morart-Mead Co. (South Lee, Mass.)

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
-------------------------	----------------------	----------------	--------------------------------	--

NONE

5215f

FORM 1 - ADDITIONAL TRANSACTIONS

Solvents Recovery Service of New England
Mead Paper Specialty/Morart and Laurel Mills

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
-------------------------	----------------------	----------------	--------------------------------	--

NONE

5215f

ATTACHMENT A

The Respondent does not possess waste type information specific to individual transactions identified by EPA in Form 1 beyond that contained in the transactional documents furnished by EPA. The Respondent does possess general information, however, with respect to the contents of wastes sent to SRSNE for reclaiming and recovery during the period being investigated.

The wastes at issue were generated at two printing plants situated at Bridge Street in Holyoke, Massachusetts during the period 1957 to 1967 and at a single printing plant located in South Lee, Massachusetts during the period 1967 to 1980. The Holyoke printing facilities were operated by Morart Gravure Corporation (hereinafter "Morart Gravure") during the period 1957 to July 6, 1964, and by the Morart Division of The Mead Corporation (hereinafter "Mead Morart") from July 6, 1964 to September 1967. The South Lee printing plant was operated by Mead Morart during the period September 1967 through 1980. The printing operations of both Morart Gravure and Mead Morart are referred to hereinafter as "the Morart operations."

The Morart operations made use of chemical compounds commonly referred to as "solvents" for two purposes: as

"thinners" or "extenders" blended with various printing inks, and as components of a wash solution used for cleaning printing equipment between production runs. The waste streams generated by the Morart operations included used wash solution and used inks, both of which contained waste solvents.

Throughout the period being investigated, the solvent ethylene glycol monoethyl ether (known by the trade name "Cellosolve," a Union Carbide product) was used both in equipment wash solutions and as an ink thinner. At various times during the same period the following solvents also were used in the Morart operations, either as components of wash solutions, as ink thinners or ink extenders:

- diethylene glycol ethel ether
- ethyl alcohol
- ethyl acetate
- n-propyl alcohol
- isopropyl acetate
- n-propyl acetate
- isopropyl alcohol
- "Cellosolve acetate"
- toluene
- methyl ethyl ketone
- methyl isobutyl ketone
- heptane

acetane

"VM&P naphtha"

A mixture of recovered solvents obtained from SRSNE (referred to as "reclaim") also was used as a wash solution from time to time. See attached documents.

At the time of their use, each of the solvents listed above, mixed with waste ink and other contaminants, would have been contained in wastes sent to SRSNE for recovery. Such information as is available to Respondent with respect to the periods of use of these solvents is contained in the attached documents.

0977y



PLEASANT STREET, SOUTH LEE, MASSACHUSETTS 01260

May 24, 1971

Commonwealth of Massachusetts
Department of Public Health
Division of Environmental Health
600 Washington Street, Room 320
Boston, Massachusetts 02111

ATTENTION: Mr. John C. Collins
Director - Div. of Environmental Health

Gentlemen:

The Technical Papers Division of The Mead Corporation has three plants in South Lee, two paper mills which are about one mile apart and a printing plant. I am submitting a separate form for each one. Attached are the forms for the Morart Gravure printing plant.

The bulk of our business is gravure printing on absorbent paper which our customers ultimately press up into decorative laminate panels (counter tops for example).

Our film printing program is being phased out and we will be completely out of the program by the end of this summer. We have in the meantime purchased and installed a pilot coater which will be used to develop new products. In the attached process data sheets we indicate that ethyl alcohol is the solvent used on this coater but we will be using water wherever possible. At this time it is impossible to predict how much of the time we will be using solvents.

Regarding the ethylene glycol-monoethylene ether, we used the purchased amount of solvent as being all evaporated and discharged by the various vents.

Particulate matter should not be a problem for us. However the paper mill's high volume sampler is located downwind from the Morart printing plant and they expect to start sampling for particulate matter in June 1971.

Since we purchase all of our steam from Hurlbut, we don't have any sulfur emissions to worry about.

Very truly yours,

MORART DIV., THE MEAD CORP.

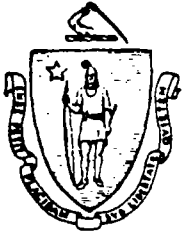


W. W. Sammons

Manager - Engineering Services

WWS:sma

cc: Mr. K. C. Ayers
Mr. R. E. Lowe



DIVISION OF
ENVIRONMENTAL HEALTH
TEL: (617) 727-2690

The Commonwealth of Massachusetts
Department of Public Health
600 Washington Street Room 320
Boston 02111

April 15, 1971

Dear Sir:

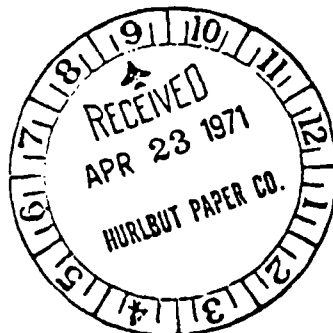
The Bureau of Air Use Management, Division of Environmental Health, Department of Public Health has been conducting programs to determine the quality of the atmosphere, the factors affecting it, and their interrelation. This on-going program is to provide a rational, well-founded basis for air pollution control activities. Included in this program are investigations of air contaminant levels, meteorological variables, and the distribution and strength of sources and potential sources of air contaminants.

The determination of source strength and distribution is necessary for proper interpretation of observed air contaminant levels and changes therein. Your cooperation and assistance is essential for the satisfactory execution of this portion of the program and is respectfully requested.

The Department therefore requests your cooperation in the execution and return of the enclosed form in the enclosed addressed envelope at your earliest convenience.

Further information or assistance in regards to this questionnaire may be obtained by contacting Mr. Jeffrey L. Douglass or Mr. Kenneth A. Hagg, Telephone No. 727-2658.

Thank you for your cooperation.



Very truly yours,

John C. Collins
Director

Division of Environmental Health

C/Ehdep

Enclosure

COMMERCIAL

(X)
INDUSTRIAL

INSTITUTIONAL

- A. Establishment's Name: Morart Gravure - The Mead Corporation
- B. Address: South Lee, Mass. Tel. No. 413-243-3057
- C. Person to be contacted for further plant data if necessary:
Name: William Sammons Title: Manager Engineering Services
- D. What products do you produce? Printing on paper and film.
a. If processing is involved please complete page three.
- E. What is your normal operating schedule? 7 a.m. to 4 p.m. - 4 p.m. to 1 a.m.
18 hrs./day, 5 days/wk., 51 wks./yr.
- F. How many people are employed? 98
- G. How much building space is used? 113,280 sq. ft.
- H. Do you operate your own boilers for heat and/or power? No.
a. If yes: Please complete page two.
b. If no: Who supplies heat? Laurel Mill (Hurlbut Papers)
Address: South Lee, Mass. Bus. No. _____
- I. If you operate an incinerator please complete the following: No.
a. Manufacturer's make and model number _____
b. Auxilliary fuel _____
c. Gas or oil burner (one or two) _____
d. Fly ash control equipment _____
e. Capacity of unit _____
f. Number of hours operated per day _____ days per week _____
g. Type of waste _____
- J. Comments or Remarks:

BOILER OR HEATING EQUIPMENT DATA

BOILER Size No. Btu/hr	Type	Amt. per Year	FUEL		% of Fuel Used for 1	
			Type 2	% Sulfur	Space Heating	Power or Process Heat
1.	DOES NOT APPLY					
2.						
3.						
4.						
5.						
6.						

Indicate any fuel additives used:

STACK DATA (For BOILER or HEAT EQUIPMENT)

Stack	Boiler No.'s Served by stack	Height Ft.	Inside Diameter (top) ft.	Exit Velocity (ft./sec.)	Exit Temp. OF.	Collection Equipment 3
1.	DOES NOT APPLY.					
2.						
3.						
4.						
5.						
6.						

Please locate STACK(S) ON MAP ENCLOSED NONE.

EXPLANATORY NOTES

- 1 Space heating refers to fuel consumed by each boiler annually to warm building(s) during the cold weather months. The balance of the fuel is used to produce industrial power or process heat. For example, boiler no. 1 may consume 20% of the yearly fuel for space heating, and 80% for power and process heat. Boiler no. 2 may be used entirely for power (100%) without any space heating component (%).
- 2 If fuel type is coal, indicate % ash if known.
- 3 If collection equipment is used, indicate type and rated efficiency if known.

PROCESS DATA

Process Operation Schedule: 18 hrs/day 5 days/wk. 51 wks/year

Peak Operation Season if Applicable One week shutdown in summer.

Process(s) a.	Raw Mat. Type b.	Consumed Quan/hr.	TONS Finished Materials		Quantity of Gas Discharged from Process cfm	Type & Efficiency of Air Cleaning Equip. and Process it serves c.	Estimate of Contaminants Type d. Quan./yr.
			Type	Quan./yr.			
1. Printing Paper	See attached sheet		Printed Paper	2550	10,920	None - Exhaust fans and hoods only.	See separate sheet
2. Printing Film	See attached sheet		Printed Film	37	144,798		See separate sheet
3. Pilot Coater	See attached sheet		Coated Paper	Unknown Development	24,016		See separate sheet
4.							
5.							
6.							

STACK AND/OR VENT DATA FOR PROCESS

Stacks and/or Vents

Serving Process(es) (Listed same order as above)

Height Above Ground fl.

Inside Diameter (top) ft.

Exit Velocity (ft./sec.)

Exit Temp. °F.

1.	Please refer to attached sheet.				
2.					
3.					
4.					
5.					
6.					

EXPLANATORY NOTES FOR PROCESS EMISSIONS DATA SHEETS

- a. Sulfuric acid-chamber, aluminum smelting - crucible furnace, iron melting - cupola, cement manufacture - day process, or other (please specify)
 - b. acid used, tons; metal charged or processed, tons, solvent consumed, gallons, etc.
 - c. baghouse, electrostatic precipitator, cyclone, etc.
 - d. dust, fume, gas, etc. emitted: iron oxide, mineral or rock dust, formaldehyde, sulfur dioxide, etc.
- ms*

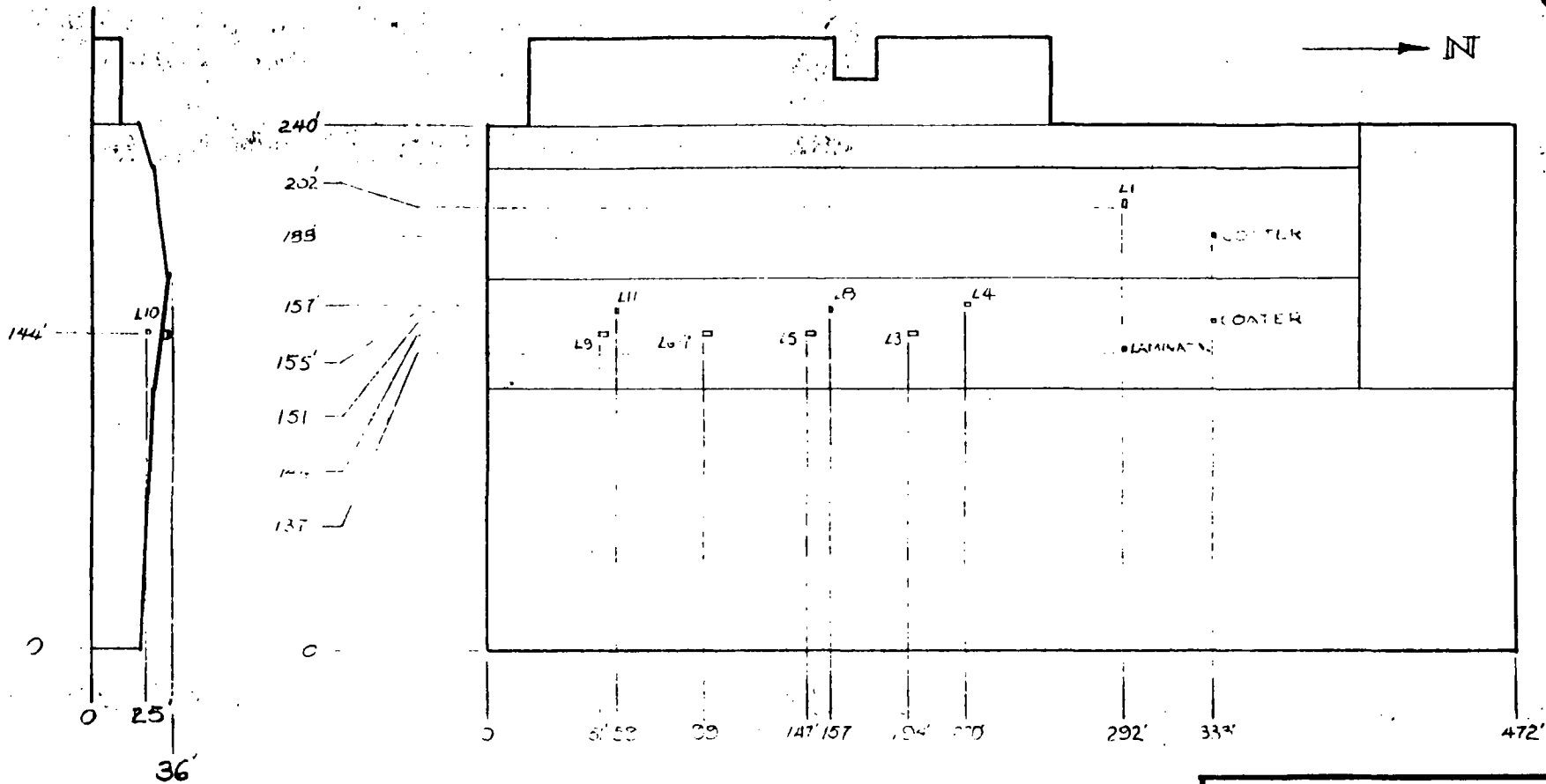
SOLVENT CONSUMED **STACK DATA**

NO.	TYPE OF PRODUCT	SOLVENT CONSUMED			STACK DATA				
		SOLVENT USED	PER DAY	DAYS/YR	HEIGHT	SIZE	EXIT VELOCITY	EXIT VELOCITY	EXIT TEMP °F
L1	PRINTED FILM	METHYL ETHYL KEYTONE	32 gal	45	34'	2' x 4'	1300	9500	94°
		METHYL ISOBUTYL KEYTONE	87 gal	45					
		TOLUENE (TOLNOL)	23 gal	45					
		ISOPROPYL ACETATE	14 gal	45					
		N. PROPYL ACETATE	1.9 gal	45					
L3	PRINTED PAPER	ETHYLENE GLYCOL-MONOETHYL ETHER	210 gal	255	36'	2' x 4'	1800	13,104	130°
L4	"	"	/	"	"	33" x 2'	2000	91,000	140°
L5	"	"	/	"	"	2' x 4'	200	1,456	120°
L6	"	"	/	"	"	2' x 4'	1000	7280	110°
L7	"	"	/	"	"				
L8	"	"	/	"	"	26" x 22"	1800	13,104	140°
L9	"	"	/	"	"	2' x 4'	500	4,500	130°
L10	"	"	/	"	25'	16" x 30"	500	1,500	120°
L11	"	"	/	"	36'	26" x 22"	1800	13,104	140°
UNKNOW	NOT USED	/	/	/	36"	33" x 31"	/	/	/
COUNTER	PILOT COATING	ETHYL ALCOHOL H ₂ O		150	36'	25' x 25'	1650	24,750	310°


OVERSPEED AT 350"

* TOTAL USAGE L3,4,5,6,7,8,9,10,11
 DATA TAKEN WITH AN ALNOR VELOMETER AT CENTER OF DUCT (F MIN)

MEAD <small>Technical papers</small>		MORART GRAVURE A DIVISION OF THE MEAD CORPORATION SOUTH LEE, MASSACHUSETTS 01260	
PROCESS AIR VENTS			
SCALE	DRAWN BY	SHEET NO.	
DATE	DRWG. NO.		
5/14/71	MB51471		



PLAN VIEW

 MORART GRAVURE A DIVISION OF THE MEAD CORPORATION SOUTH LEE, MASSACHUSETTS 01260		
PROCESS AIR VENTS		
SCALE 1" = 10'	DRAWN BY MB51471	SHEET NO. 1
DATE 5/14/77	CHECKED BY MB51471	



TECHNICAL PAPERS DIVISION

THE MEAD CORPORATION SOUTH LEE, MASSACHUSETTS 01960 • (413) 243-1231

November 9, 1972

Mr. Stephen F. Joyce
Pioneer Valley Air Pollution
Control District
1414 State Street
Springfield, Mass. 01109

Dear Mr. Joyce:

Re: Morart Gravure Printing Plant

The Technical Papers Division of The Mead Corporation has three plants in South Lee, two paper mills which are about one mile apart and a printing plant. I am submitting a separate form for each one. Attached are the forms for the Morart Gravure printing plant.

Mead's Morart Gravure printing plant is located on Route 102 adjacent to the Division's Laurel Mill. The chief product is printed absorbent paper, used by our customers to make decorative laminates.

The only emissions from the plant are process emissions since all steam for heating and processing is supplied by the Laurel Mill.

The plant has nine active rotogravure printing presses with a total of thirty-one printing stations. Solvent is driven off the paper with steam heated driers. Each of the printing stations has a drier connected to a blower. There are nine blowers, one for each press. From the blower, the solvent is ducted to vents on the roof. The solvent currently employed is Cellosolve (Ethylene Glycol Monoethyl Ether).

The Division's Product Engineering section has an experimental treating and coating machine which is housed in the Morart building. It is occasionally used (4 to 8 hours per week) to test and develop new products. The machine has a natural gas fired burner resulting in its products of combustion. Other possible emissions would be water and organic solvents which would be driven off the treated paper. Due to the experimental nature of the operation any odors or visible emissions are closely monitored to evaluate potential problems, etc.

Very truly yours,

THE MEAD CORPORATION

George Wellspeak
Manager Engineering Services
Technical Papers Division

GW:s
att.

FOR REALTORS OR PROPERTY MANAGERS ONLY

Location of Source to be registered:

Facility Name Technical Papers Division of The Mead Corporation

Address _____

City or Town South Lee, Massachusetts Zip Code 01260

List the names and addresses of any other realities or managements that also oversees or operate the above facility:

A. 1. Did you previously receive and return a registration form during the year of 1971? Yes _____ No X

2. If yes, were there any significant changes or additions to the registered equipment or changes in production rate during the calendar year of 1971? Yes _____ No X

B. Approximate number of employees 87

C. 1. Do you own or operate boiler (s) or heating equipment? Yes _____ No X

2. If yes, complete Page 4.

3. If no, indicate who supplies heat and/or power.

Name Huribut Papers - Laurel Mill

Address _____

City or Town South Lee, Massachusetts Zip Code 01260

D. 1. What products are produced or services rendered? Gravure Printing

2. Are processing or manufacturing operations involved? Yes X No _____
If yes, complete Page 5.

3. Are solvent containing materials used as an integral part of the process or manufacturing? Yes X No _____ if yes, complete Page 6.

E. Do you have and/or operate an on-premise incinerator? Yes _____ No X
If yes, complete Page 7.

F. Person to be contacted for further information, if necessary:

Name E. K. Bancroft Title Manufacturing Manager
(Please Print)

Address Willow Street Area Code 413 Tel. No. 243-1231

City or Town South Lee, Massachusetts Zip Code 01260

ii. Process and/or Manufacturing Equipment and Operations

Instructions:

- List those steps in the process or manufacturing where air contaminants are vented or discharged into the ambient air.
- The information should be for the calendar year of 1971. Indicate if otherwise

1. Operation schedule for equipment:

(Check days of week)

(Circle hour(s) of operation)

		Mon	Tues	Wed	Thur	Fri	Sat	Sun
Fall (Sept 15-Dec 14)	7 days or	X	X	X	X	X		
Winter (Dec 15-March 14)	7 days or	X	X	X	X	X		
Spring (March 15-June 14)	7 days or	X	X	X	X	X		
Summer (June 15-Sept 14)	7 days or	X	X	X	X	X		

		a.m.												p.m.											
24 hrs	or	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
24 hrs	or	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
24 hrs	or	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
24 hrs	or	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12

2. Process and/or manufacturing data

* Ethylene Glycol Monoethyl Ether

Major Steps Involved in Process	Type Equip Used	Raw Materials			Finished Materials			Quantity of Gaseous Discharge (cfm)	Air Contaminant Emissions				Stack(s) or Vent(s) Serving Process Steps			
		Amount			Amount				Air Cleaning Equipment		Emissions		Height Above Ground (ft)	Inside Van At Top (ft)	Exit Velocity (ft/sec)	Exit Temp (°F)
		Type	Max per hr	Ave per yr	Type	Max per hr	Ave per yr		Type	Rated	Actual	Type				
Printing	Gravure Printers	*	17 gal	5900			See Table					Same as Input	See Table	See Table	See Table	See Table
Used Ink Disposal	Steam	*	Part of Above	Part of Above			See Table					Same as Input	See Table	See Table	See Table	See Table

3. Indicate how gas/air is vented to stacks (fan, blower, natural); Blower

4. Show the location of the stacks and/or vents on Page 5, Section K.

*Sulfuric acid-chamber, aluminum smelting-crucible furnace, iron melting-cupola, cement batching process, or other (please specify).

**Acid used, tons; metal charged or processed, tons; etc.

+Baghouse, electrostatic precipitator, cyclone, etc.

++Dust, fume, gas, etc., emitted: iron oxide, mineral or rock dust, formaldehyde, sulfur dioxide, etc.

1. Materials Containing Solvents Used in Process and/or Manufacturing

Instructions: This section is to be completed if materials containing solvents are used as an integral part of the processing or manufacturing in quantities of greater than 30 gallons/year. This means, for instance, that materials containing solvents used to clean machinery should not be mentioned and those used in such operations as surface coating (paint, varnish, lacquer, enamel, primer, glaze, rosin, sealer shellac, etc.), laundries (degreasing agents, dry cleaning agents) and miscellaneous (adhesives, insecticides, printing inks, putty) should be mentioned.

1. Surface Coatings

1.	Type*	Amount (gal)		Type+ Control Equip	Height (ft)	Vents	
		Max Hour	Annual			Discharge (cfm)	
2.							
3.							
4.							

*If paint, indicate whether water based or solvent base.
+Spray booth, water spray, incinerator, etc.

2. Solvent Cleaners

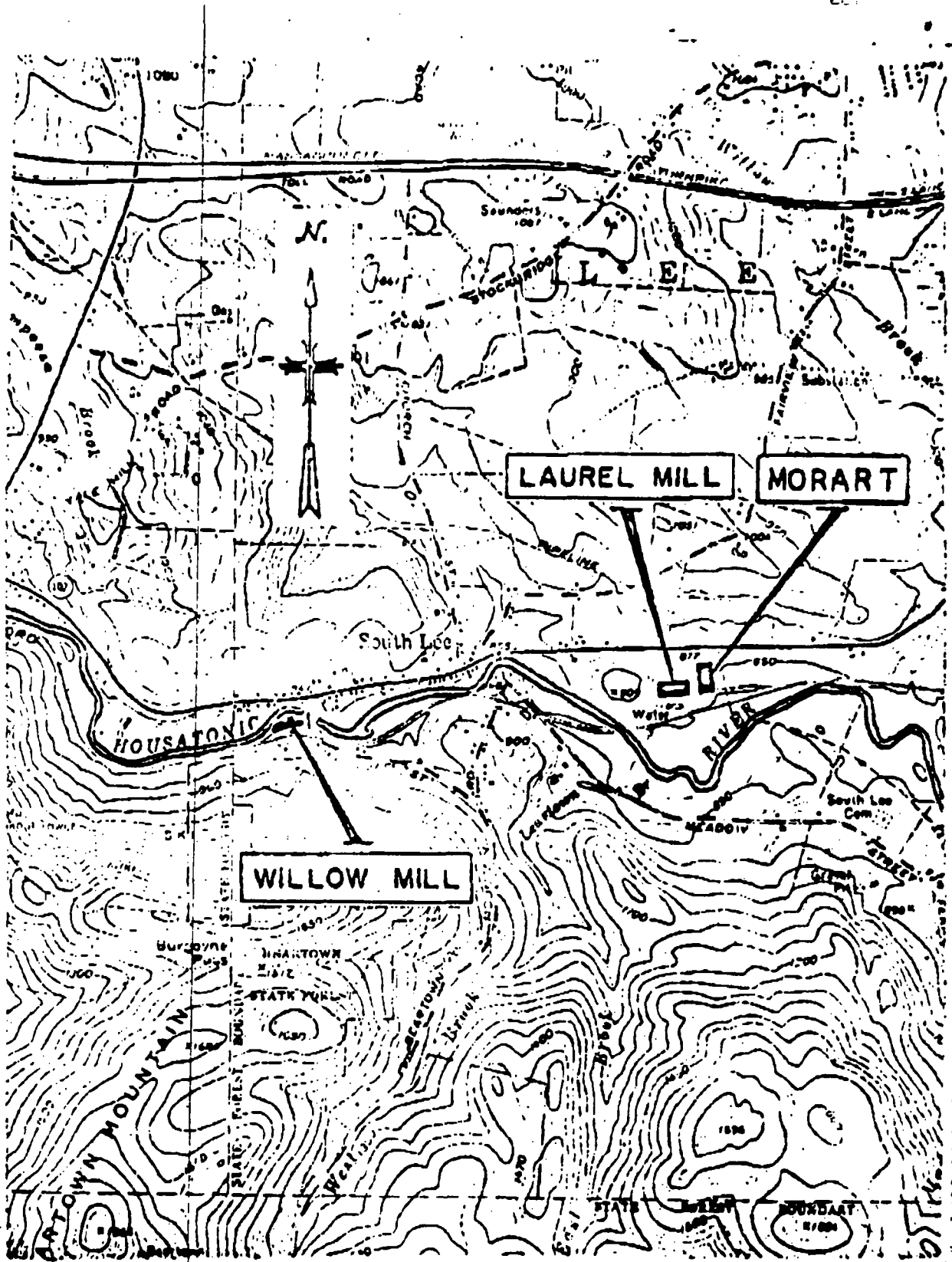
1.	Type*	Amount (Gal)		Recovery System	Disposal Method	Height (ft)	Discharge (cfm)
		Max Hour	Annual				
2.	Wash Solvent	10	24,500	Reclaimed *	None	Same vents as above.	
3.	Solvox 700	1	660	None	None	15'	500

*Indicate solvent material (trichloroethylene, trichloroethane, perchloroethylene, stoddard solvent, etc.) * Solvent Recovery Service of N.E., Inc., Lazy Lane Southington, Conn. 06489

+For intermittent operation, indicate maximum rate
*Wash solvent is a mixture of Ethylene Glycol Monoethyl Ether, MEK, and Tolvol.

3. Miscellaneous

1.	Type	Amount		Percent Solids	Emission Control Equipment	Vents	
		Max Hour	Annual			Height (ft)	Discharge (cfm)
2.							



SCALE: 1" = 2000'

LOCATION PLAN

HURLBUT PAPERS & MORART
SOUTH LEE, MASSACHUSETTS

PROCESS SOLVENTS

MACHINE	TYPE OF PRODUCT	SOLVENT USED	MAX. GAL. PER DAY	DAYS YEAR	HEIGHT	SIZE	EXIT** VELOCITY	G. D1.	EXIT TPO
L-1	*** PRINTED FILM				36'	2'x4'	1300	9568	96°
L-2	PRINTED PAPER	Ethylene Glycol Monoethyl Ether		255	36'	2'x4'	1800	13104	130°
L-4	PRINTED PAPER	"		"	"	31'x2'	2900	91000	140°
L-5	PRINTED PAPER	"		"	"	2'x4'	200	1456	120°
L-6	PRINTED PAPER	"		"	"	2'x4'	1000	7280	115°
L-7	PRINTED PAPER	"		"	"	2'x4'	"	"	"
L-8	PRINTED PAPER	"	* 323 GAL.	"	"	2'6"x22"	1800	13104	147°
L-9	PRINTED PAPER	"		"	"	2'x4'	550	4006	130°
L-10	PRINTED PAPER	"		"	25'	16"x30"	500	1800	120°
L-11	PRINTED PAPER	"		"	36'	2'6"x22"	1800	13104	145°
USED INK DISPOSAL	LEFT OVER INK	"		100	27'	18" x 18"	250	300	200°
MINATOR	***				36'	33"x31"	DATA NOT AVAILABLE		
PILOT COATER	EXPERIMENTAL PAPER COATINGS	MEK & ACETONE H2O	***	****	36'	2 STACKS EACH 25" x 25"	1650MAX.	8000	250°

* TOTAL USAGE L3,4,5,6,7,8,9,10, & 11

** DATA TAKEN WITH AN ALNOR VELOMETER AT CENTER OF DUCT

*** NOT IN OPERATION

**** THE PILOT COATER IS USED FOR DEVELOPMENT WORK AND IS RUN INTERMITTENTLY.

NOTE: PRINTING PRESSES L3, L4, L5, L6, L7, L8, L9, L10, L11, ARE ALL USED, BUT NO MORE THAN SEVEN PRESSES ARE USED AT ANY ONE TIME.

1979
(Note - 1950 used
Sheet Form)

2/12/5/80 Bill Semmons

Neosol - 5,000 - previously 73,439
 - electro coating (Dennis)
 16,000 - Gift way
 19,000
 69,638
 89,439 - checks table

Thru Tanks - 456,806 lbs - including "Reclaim"

Add contribution
 in "inlets" listed
 at bottom of
 table

164,004
 13,497
 23,791
 5,142
 8,921
 2,900
 16,000
 42,500
 694,454 lbs

- correction from 73,438 Neosol

Drums

- 1- 761,740 lbs Total drums & ...
- 2- Some of solvents came in drums & did not get into tank farm figures. Example Ethyl Acetate 5,252 lbs.

7/1/83

5/27/81

E. K. BANCROFT

MeadPaper

Specialty Paper Division
South Lee, Massachusetts 01260

3/2
Cello
 329,584 T.R.
 164,004
 13,497

 507,085 ✓

Ceab. 57,584 T.R. ✓

Neosol
 69,638
 38,000

 107,638
 89,438 ✓

Notes on these
 succeeding pages
 made for
 discussion with
 Bill Semmons
 who prepared
 Novant's report.

Table is correct as a total
 distribution

Quantities below are already in
 Table

∴ Diff. between total and
 table is 18 material bought
 — 18 55 gal drums.

Did

Table does not include fugitive
 emissions.

E. K. BANCROFT

MeadPaper
 Specialty Paper Division
 South Lee, Massachusetts 01260

John Madigan Air Pollution Springfield
Mass

AP-2 Form

list of solvents broken down

Thru put through tanks does not
seem to agree with consumption
figures.

We will get into meeting Monday
Dec 8 for discussion.

Interested in emissions vs. Material
storage data.

Tank throughput - 456,800 gal's

73,432 should be 3800

E. K. BANCROFT

MeadPaper
Specialty Paper Division
South Lee, Massachusetts 01260

3 Movant

air pollution office 12/5/80
Springfield, Mass.

2 Re John Madson call:

- 1 - Referring to the table of figures - the total 761,740 lbs is estimate of the total stack emissions. It does not include "Fugitive" emissions - which are estimated at 26,291 lbs. and do not go through a stack.
- 2 - The Tank Farm (Material Storage Data) units should be "lbs" not "Gallons".
Excluding "Reclaim" and "Returned Ink" (which is mixed into inventory) these figures are included in the table.
- 3 - The figures below the table are in the total of 761,740 lbs.

- 4 - The difference between the Tank Farm figures plus the amount of solvent contributed by the ink is solvent purchased in 55 gal. drums*. (The 73,438 lbs shown below table is incorrect - it should be 3800).

The difference $761,740 - 694,454$ or $67,286$ lbs. (or $93,577$ lbs if you add the fugitive emissions in amount of $26,291$ lbs)

- * - The instructions for AP-4 indicate drums of this kind (sealed) need not be reported if no emissions result while in storage.

(Note: Mixed ink inventory drums reported since while covered they are not sealed so they are included as part of "fugitive" emissions.)

E. K. BANCROFT

MeadPaper

Specialty Paper Division
South Lee, Massachusetts 01260

1979

5/23/79

No. 1 PM3 Apparent max production hourly rate for new materials:
 8/17 (16) 925 26,260^K yield 93.1% 13.30 ch. hrs incl. ^{17.5%} 27.0% DT
 $\frac{26,260}{.931} = 28,202$ Run Hrs 12.2 (.932) = 9.91

$$\frac{33,107}{9.71} = 3410$$

Say 3400 ✓

11/1 (15) 442 GNV 42,205 yield 81.0 19.50 ch. hrs incl. ^{17.5%} 22.5% DT
 $\frac{42,205}{.81} = 52,105$ Run Hrs 19.5 (.934) = 18.02

$$\frac{52,105}{11.02} = 4727 \text{ /hr}$$

Apparent max finished material per hour = net gross production

75 applies $\frac{26,765}{.96} = 27,875$ Gross Prod
 $\frac{140}{28,015}$ S.U. Books

$$28,015 \div 9.91 = 2825$$

Say 3000 ✓

No. 2 PM3 Apparent max production hourly rate for new materials:
 11/12 (11) 500-AGU 23,310 yield 89.2% 9.20 ch. hrs incl. ^{17.5%} 22.5% DT
 $\frac{23,310}{.892} = 26,135$ Run Hrs = 6.51

$$\frac{26,815}{6.71} = 3996$$

Say 4000 ✓

3/2 (11) 3-2269 80,925 yield 71.6% 34.90 ch. hrs incl. ^{17.5%} 22.5% DT
 $\frac{80,925}{.716} = 113,024$ Run Hrs 34.90 (.915) = 31.92
 $\frac{113,024}{3.71} = 3046$

Apparent max finished material per hour = net gross production

1/10 (11) 500-AGU 23,310 23,734 G. Prod 9.2 ch. hrs incl. ^{17.5%} 22.5% DT
 $\frac{23,734}{.96} = 24,723$ Run Hrs 9.2 (.939) = 6.71

$$\frac{23,924}{6.71} = 3573$$

Say 3600 ✓

1979

No. 3 PM Apparent max production hourly rate for raw materials:

$$\frac{91,930}{.743} = 115,937 \text{ raw material } \frac{16 \text{ ch. hrs}}{.925} = 17.5\% \text{ D.T.}$$

16 x .925 = 14.8 run hours

$$\frac{115,937}{14.8} = 7,833$$

See 7900 ✓

Apparent max fin paper - gross production

$$\frac{91,930}{.97} = 94,773$$

$$\frac{2625}{.97} \text{ S.U. broke}$$

$$97,398 \text{ Total gr. Prod}$$

$$\frac{97,398}{14.8} = 6581 \text{ #/run hr - Gross Prod}$$

6600 ✓

Form AP-4
 DEQ-80
 Second original to DEQE Regional Office, retain a copy

Commonwealth of Massachusetts
 Department of Environmental Quality Engineering
 Division of Air Quality Control

For period Jan 1 to Dec 31, 1979

THIS REPORT TO BE COMPLETED BY SOURCE

Zone _____	Source ID no. _____	TANK NOS. _____
UTM x _____	REVIEWED BY _____	thru _____
y _____		

IRM	LEGAL NAME The Head Corporation	BUSINESS ADDRESS Courthouse Plaza, N.E., Dayton, Ohio	PHONE 513-222-632
DIVISION	Specialty Paper Division		413-243-129
AGENT	E. K. Bancroft	Morart Print Division	
LOCATION	Route 102, South Lee, Mass. 01260		

MATERIAL STORAGE DATA	A. MATERIAL STORED AND TRUE VAPOR PRESSURE @ 68 F		B. ANNUAL THROUGHPUT (GALS.) JAN 1 TO DEC 31	C. CONTAINER TYPE	D. CONTAINER CAPACITY	E. NO. OF IDENTICAL CONTAINERS	F. LOCATION
	1	Ethyl Cellosolve	4	131,836 Gal. lbs	Storage Tank	* 5,000	1
2	Ethyl Cellosolve	4	131,836 Gal. lbs	Storage Tank	5,000	1	"
3	Reclaim	4	68,090 Gal.	Storage Tank	2,500	1	"
4	Ethyl Cellosolve	4	65,912 Gal. lbs	Storage Tank	2,500	1	"
5	Carbitol	0	57,584 Gal. lbs	Storage Tank	2,500	1	"
6	Neosol	45	69,638 Gal. lbs	Storage Tank	2,500	1	"
7	Returned Ink		466,000 lb.	55 Gal. Drums	55	275	Ink Storage Warehouse
8							

TANK NO.	G. TYPE OF COVER/ ROOF	H. TANK AGE	I. TYPE OF TANK CONSTRUCTION	J. TANK DIAMETER	K. TANK COLOR
	1	N.A.	10 Yrs.	N.A.	72"
2	N.A.	10 Yrs.	N.A.	72"	N.A.
3	N.A.	10 Yrs.	N.A.	72"	N.A.
4	N.A.	10 Yrs.	N.A.	72"	N.A.
5	N.A.	10 Yrs.	N.A.	72"	N.A.
6	N.A.	10 Yrs.	N.A.	72"	N.A.
7					
8					

STACK/ VENT DATA	A. VAPOR CONTROL SYSTEM, TYPES AND EFFICIENCIES:					B. VENT HEIGHT ABOVE GROUND	C. VENT DIAMETER	D. TOTAL EMISSION RATE (IF KNOWN)	
	STORAGE	% EFF.	FILL	% EFF.	WITHDRAWAL	% EFF.		STORAGE	TRANSFER
1						13'6"	3" Pipe		
2						13'6"	3" Pipe		
3						13'6"	3" Pipe		
4						13'6"	3" Pipe		
5						13'6"	3" Pipe		
6						13'6"	3" Pipe		
7									
8									

REMARKS * There are four horizontal underground tanks, each tank is partitioned in the center to provide eight 2,500 gal. tanks. Tanks 1&2 have internal syphons connecting both ends.

CERTIFICATION I certify that I have examined the above and to the best of my knowledge it is true and complete. (Signature subjects signer to provisions of the General Statutes regarding false and misleading statements)

SIGNATURE: E. K. Bancroft TITLE: Vice President-Engineering DATE: 6/10/80

PROCESS/MANUFACTURING REGISTRATION

Form AP - 2
DEQE - 80

Commonwealth of Massachusetts
Department of Environmental Quality Engineering
Division of Air Quality Control

Send original to DEQE Regional Office, retain a copy

For period Jan 1 to Dec 31, 1979

This area to be completed by D.E.Q.E.,
Zone _____ Source ID no. _____
UTM x _____ Reviewed by _____
y _____

LEGAL NAME		ADDRESS			PHONE
FIRM	The Mead Corporation	Courthouse Plaza, N.E. Dayton, Ohio			513-222-6323
DIVISION	Specialty Paper Division				413-243-1231
AGENT	E. K. Bancroft	Morart Print Division			
LOCATION	Route 102, South Lee, Mass. 01260				
PROCESS STEP NO.	1	2	3	4	5
LOCATION OF EQUIP.	Press Room	Press Room	Press Room	Press Room	Press Room
MAJOR STEPS IN PROCESS Operation of Printing Press	FUGITIVE	L-3	L-4	L-5	L-6
TYPE OF EQUIP'T USED	N.A.	Gravure	Gravure	Gravure	Gravure
RAW MATERIAL - TYPE	*	*	*	*	*
Maximum per hour		137#/Hr.	107#/Hr.	80#/Hr.	0
Total per year	26,291#	247,274#	47,660#	77,397#	0
FINISHED MATERIAL-TYPE	-	Printed Paper	Printed Paper	Printed Paper	-
Maximum per hour	-	2,200#	2,200#	1,880#	0
Total per year	-	1,769,680#	208,606#	801,061#	0
OPERATING SCHEDULE					Did not operate in 1979.
Hours per day		24	24	24	
Days per week		4.3	1.5	1.1	0
Weeks per year		48	48	48	0
Months in operation		12	12	12	0
STACK/VENT DATA					
Stack number		L-3	L-4	L-5	L6/7
Exit direction		East	East	East	East
Inside diam. at top		24"x48"	24"x33"	24"x48"	24"x48"
Height above ground		36'	36'	36'	36'
GAS EXIT TEMPERATURE		130°F	155°F	155°F	-
GAS QTY. (ACFM)		13,000	8,000	5,015	-
EMISSION CONTROL					
Type and date installed	None	None	None	None	None
Manufacturer					
Efficiency					
Disposal					
EMISSIONS:					
Pollutant emitted	See Attached Table for Detail - All solvent is Emitted Except that in the				
Tons/year emitted	"Wash" column - which is Reclaimed.				

Provide a roof or elevation plan showing location of stacks and vents. See Attached Drawing.

CERTIFICATION I certify that I have examined the above and to the best of my knowledge it is true and complete. (Signature subjects signer to provisions of the General Statutes regarding false and misleading statements)

SIGNATURE: E. K. Bancroft TITLE: Vice President-Engineering DATE: 6/10/80

Form AP - 2

DEQE - 80

Send original to DEQE Regional
Office, retain a copyCommonwealth of Massachusetts
Department of Environmental Quality Engineering
Division of Air Quality ControlFor period Jan 1 to Dec 31, 19 79

Zone

UTM

x

y

Source ID no.

Reviewed by

	LEGAL NAME		ADDRESS		PHONE
FIRM	The Mead Corporation		Courthouse Plaza, N.E., Dayton, Ohio		513-222-6323
DIVISION	Specialty Paper Division				413-243-1231
AGENT	E. K. Bancroft		Morart Print Division		
LOCATION	Route 102, South Lee, Mass. 01260				
PROCESS STEP NO.	1	2	3	4	5
LOCATION OF EQUIP.	Press Room	Press Room	Press Room	Press Room	Press Room
MAJOR STEPS IN PROCESS Operation of Printing Press	L-7	L-8	L-10	L-11	WASH-UP
TYPE OF EQUIP'T USED	Gravure	Gravure	Gravure	Gravure	All Press Lines
RAW MATERIAL - TYPE	*	*	*	*	*
Maximum per hour	140#/Hr.	161#/Hr.	0	143#/Hr.	774#/Hr.
Total per year	22,043#	200,553#	0	166,813#	67,410#
FINISHED MATERIAL-TYPE	Printed Paper	Printed Paper	-	Printed Paper	N.A.
Maximum per hour	1,100#	2,200#	0	2,200#	-
Total per year	93,674#	1,153,463#	0	1,194,962#	-
OPERATING SCHEDULE			Did not operate in 1979.		
Hours per day	24	24		24	24
Days per week	0.6	4.1	0	3.5	5
Weeks per year	48	48	0	48	48
Months in operation	12	12	0	12	12
STACK/VENT DATA					
Stack number	L6/7	L-8	L-10	L-11	None
Exit direction	East	East	South	East	-
Inside diam. at top	24"x48"	22"x30"	16"x30"	22"x30"	-
Height above ground	36'	36'	25'	36'	-
GAS EXIT TEMPERATURE	115°F	162°F	120°F	145°F	-
GAS QTY. (ACFM)	6,000	14,000	1,800	14,000	-
EMISSION CONTROL					
Type and date installed	None	None	None	None	None
Manufacturer					
Efficiency					
Disposal					
EMISSIONS	See Attached Table for Detail - All Solvent is Emitted Except that in the				
Pollutant emitted	"wash" column - which is Reclaimed.				
Tons/year emitted					

Provide a roof or elevation plan showing location of stacks and vents. See Attached Drawing.

CERTIFICATION

I certify that I have examined the above and to the best
of my knowledge it is true and complete. (Signature
subjects signer to provisions of the General Stat-
utes regarding false and misleading statements)

SIGNATURE

TITLE

DATE

E. K. Bancroft

Vice President-Engineering

6/10/8

SOLVENT USED IN 1979 BY PROCESS

SOLVENT	RER	V. R MMHg 68°F	lb/G	FUGITIVE 1% CELLO	L3	L4	L5	L6	L7	L8	L10	L11	TOTAL STACK EMISSION	WASH	TOTAL SOLVENT USED (FUGITIVE, STACK, WASH)
ETHYL CELLULOSE ^{***}	32	4	7.74	5071 655	177,383 22,917	39,092 5,051	13,362 1,726	0	18,080 2,336	117,278 15,152	0	136,825 17,678	507,091 65,515		
DARBITOL	1.3	0	8.55	24 3	20,894 2,444	4605 539	0	0	2,250 289	15,314 1616	0	16,117 1835	67234 6726		
NEOSOL ^{***} (ETHANOL)	237	45	6.77	6,618 978	26,895 3,973	0	16,000 2,252	0	0	39,975 1,291	0	0	37,722 12,411		
N. PROPYL ALCOHOL	110	15	6.71	207 31	0	0	0	0	0	5,929 234	0	0	5,929 234		
SOPROPYL ACETATE	500	48	7.24	187 26	557 77	0	0	0	0	463 64	0	0	1,257 137		
I. PROPYL ACETATE	275	25	7.39	2201 298	0	0	23,427 3,170	0	0	0	0	0	25,723 2,423		
ETHYL ACETATE	614	75	7.43	988 132	2346 314	0	0	0	0	1713 257	0	0	2,031 257		
SOPROPYL ALCOHOL	300	33	7.24	5128 708	17,983 2,437	3963 547	0	0	1833 253	11,890 1,642	0	13,871 1,916	21,223 2,727		
CELLULOSE ACETATE ^{**}	21	0	8.10	34 4	0	0	5,103 231	0	0	0	0	0	5,103 231		
TOLUENE ^{***}	227	26.7 23°C	7.24	625 86	0	0	0	0	0	8,299 1,146	0	0	3,524 1,252		
MEK ^{**}	572	71.2	6.71	4290 638	0	0	19,500 2,906	0	0	0	0	0	22,760 2,906		
HEPTANE	31	31	5.67	248 44	1216 214	0	0	0	0	1036 183	0	0	1,200 214		
RECLAIM	32	4	7.74	680 86	-	-	-	-	-	-	-	-	-	67,410 8,709	
TOTAL				26,291 3,691	247,274 32,423	47,460 6,137	77,397 10,796	0	22,043 2,838	200,553 26,841	0	166,813 21,479	76,1740 100,514	67,410 8,709	855,441 112,914

* 164,004 SUPPLIED AS PART OF INK

** 13477
** 2376

*** 8,924 SUPPLIED AS PART OF CELLULOSE ACETATE (NEOSOL)

*** 25,438 3591

*** 16,000 " " " GIFTWRAP INK (NEOSOL)

*** 2,500 " " " " " " (HEPTANE)

NOTE: RECLAIM IS PRIMARILY
ETHYL CELLULOSE, BUT MAY
HAVE SMALL AMOUNTS OF THE
OTHER SOLVENTS.

(UPPER = lb.)
(LOWER = Gal.)

PROCESS/MANUFACTURING REGISTRATION

Form AP - 2
DEQE - 80

Commonwealth of Massachusetts
Department of Environmental Quality Engineering
Division of Air Quality Control

For period Jan 1 to Dec 31, 1979

This area to be completed by D.E.Q.
 Zone _____ Source ID no. _____
 UTM x _____
 y _____
 Reviewed by _____

Send original to DEQE Regional Office, retain a copy

LEGAL NAME		ADDRESS			PHONE
FIRM	The House Place ...			513 272 2221
DIVISION	Specialty Paper Division				
AGENT	F.K. Division			513 272 2221
LOCATION	Route 102 South Lee, Mass.				
PROCESS STEP NO.	1	2	3	4	5
LOCATION OF EQUIP.					
MAJOR STEPS IN PROCESS	FUGITIVE	L3	L4	L5	L6
TYPE OF EQUIP'T USED	NA.	GRAVURE	GRAVURE	GRAVURE	GRAVURE
RAW MATERIAL - TYPE	*	*	*	*	*
Maximum per hour		137 #/hr	107 #/hr	80 #/hr	0
Total per year	26,291 #	247,274 #	47,660 #	71,397 #	0
FINISHED MATERIAL - TYPE	-	PRINTED PAPER	PRINTED PAPER	PRINTED PAPER	-
Maximum per hour	-	2200 #	2200 #	1880 #	0
Total per year	-	1769680 #	208,606 #	801,061 #	0
OPERATING SCHEDULE					DID NOT OPERATE IN 19
Hours per day		24	24	24	
Days per week		4.3	1.5	1.1	0
Weeks per year		48	48	48	0
Months in operation		12	12	12	0
STACK/VENT DATA					
Stack number		L3	L4	L5	L6/7
Exit direction		EAST	EAST	EAST	EAST
Inside diam. at top		24" X 48"	24" X 33"	24" X 48"	24" X 48"
Height above ground		36'	36'	36'	36'
GAS EXIT TEMPERATURE		130°F	155°F	155°F	-
GAS QTY. (ACFM)		13,000	8,000	5015	-
EMISSION CONTROL					
Type and date installed	NONE	NONE	NONE	NONE	NONE
Manufacturer					
Efficiency					
Disposal					
EMISSIONS					
Pollutant emitted	See Appendix ...		All ... is ...		The
Tons/year emitted	"Well" ...				

Provide a roof or elevation plan showing location of stacks and vents.

CERTIFICATION I certify that I have examined the above and to the best of my knowledge it is true and complete. (Signature subjects signer to provisions of the General Stat-
 SIGNATURE _____ TITLE _____ DATE _____

PROCESS/MANUFACTURING REGISTRATION

Form AP - 2
DEQE - 80

Commonwealth of Massachusetts
Department of Environmental Quality Engineering
Division of Air Quality Control

This area to be completed by E.Q.E.
 Zone _____ Source ID no. _____
 UTM x _____ Reviewed by _____
 y _____

Send original to DEQE Regional Office, retain a copy

For period Jan 1 to Dec 31, 1979

	LEGAL NAME			ADDRESS	PHONE
FIRM					
DIVISION					
AGENT					
LOCATION					
PROCESS STEP NO.	1	2	3	4	5
LOCATION OF EQUIP.					
MAJOR STEPS IN PROCESS	L7	L8	L10	L11	WASH UP
TYPE OF EQUIP'T USED	GRAVURE	GRAVURE	GRAVURE	GRAVURE	ALL PRESS LINE
RAW MATERIAL - TYPE	*	*	*	*	*
Maximum per hour	140 #/hr	161 #/hr	0	143 #/hr	774 #/hr
Total per year	22,043 #	200,553 #	0	166,813 #	67,410 #
FINISHED MATERIAL-TYPE	PRINTED PAPER	PRINTED PAPER	-	PRINTED PAPER	N.A.
Maximum per hour	1100 #/hr	2200 #/hr	0	2,200 #/hr	-
Total per year	93,674 #	115,340 #	0	1,949,62 #	-
OPERATING SCHEDULE			DID NOT OPERATE IN 1979		
Hours per day	24	24		24	24
Days per week	.6	4.1	0	3.5	5
Weeks per year	48	48	0	48	48
Months in operation	12	12	0	12	12
STACK/VENT DATA					
Stack number	L6/7	L8	L10	L11	NONE
Exit direction	EAST	EAST	SOUTH	EAST	-
Inside diam. at top	24" x 48"	22" x 30"	16" x 30"	22" x 30"	-
Height above ground	36'	36'	25'	36'	-
GAS EXIT TEMPERATURE	115°F	162°F	120°F	145°F	-
GAS QTY. (ACFM)	6000	141000	1800	14000	-
EMISSION CONTROL					
Type and date installed	NONE	NONE	NONE	NONE	NONE
Manufacturer					
Efficiency					
Disposal					
EMISSIONS					
Pollutant emitted	See 9400000 Table For Details on all pollutants emitted except those listed in Table				
Tons/year emitted	Waste - which is incinerated				

Provide a roof or elevation plan showing location of stacks and vents.

CERTIFICATION I certify that I have examined the above and to the best of my knowledge it is true and complete. (Signature) _____ TITLE _____ DATE _____

PLATILE ORGA MATERIAL STORAGE

Form AP-1
 DEQ-80
 and original to DEQE Regional
 office, retain a copy

Commonwealth of Massachusetts
 Department of Environmental Quality Engineering
 Division of Air Quality Control

For period Jan 1 to Dec 31, 1979

This area to be completed by D.E.Q.E.
 Zone _____ Source ID no. _____
 UTM _____ REVIEWED BY _____
 Y _____

TANK NOS. _____
 thru _____
 PHONE _____

FORM	LEGAL NAME	BUSINESS ADDRESS	PHONE
VISION			
IDENTIFICATION			

MATERIAL STORAGE	A. MATERIAL STORED AND TRUE VAPOR PRESSURE, # OF P	B. ANNUAL THRUPTUTICALS, JAN 1 TO DEC 31	C. CONTAINER TYPE	D. CONTAINER CAPACITY	NO. OF IDENTICAL CONTAINERS	LOCATION
1 ETHYL CELLOSOLVE	4	131,836 GAL	STORAGE TANK	5000	1	WEST SIDE OF MILL, UNDERGROUND
2 ETHYL CELLOSOLVE	4	131,836 GAL	STORAGE TANK	5000	1	"
3 RECLAME 111	4	68,090 GAL	STORAGE TANK	2500	1	"
4 ETHYL CELLOSOLVE	4	65,912 GAL	STORAGE TANK	2500	1	"
5 CARBITOL	0	57,584 GAL	STORAGE TANK	2500	1	"
6 NEOSOL	45	62,638 GAL	STORAGE TANK	2500	1	"
7 RETURNED INK		466,000 lb.	55 GAL DRUMS	55	275	INK STORAGE WAREHOUSE
8						

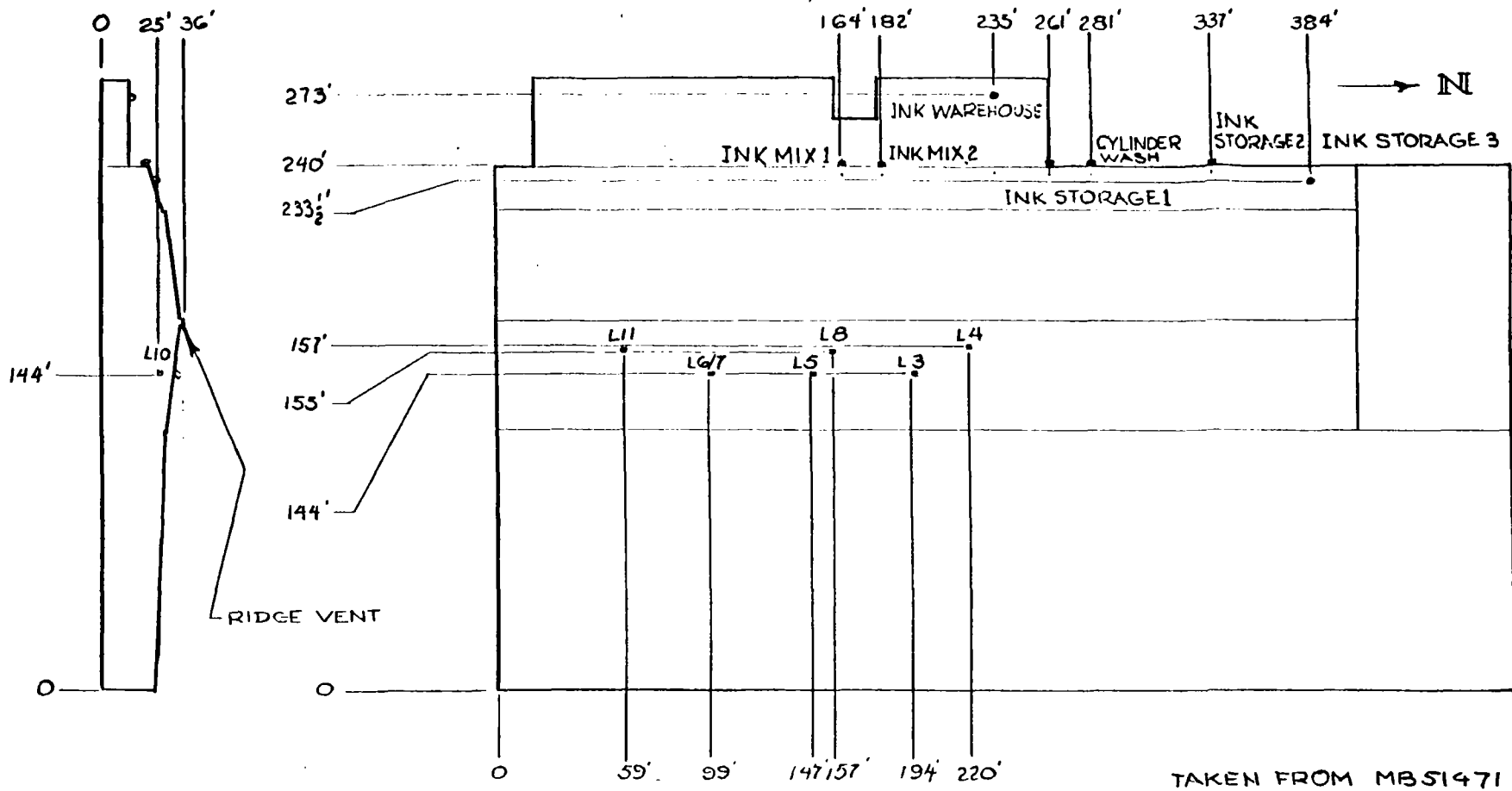
	E. TYPE OF COVER/ ROOF	F. TANK AGE	G. TYPE OF TANK CONSTRUCTION	H. TANK DIAMETER	I. TANK COLOR
1	NA.	10 yr.	NA.	72"	NA.
2	NA.	10 yr.	NA.	72"	NA.
3	NA.	10 yr.	NA.	72"	NA.
4	NA.	10 yr.	NA.	72"	NA.
5	NA.	10 yr.	NA.	72"	NA.
6	NA.	10 yr.	NA.	72"	NA.
7					
8					

TANK IDENTIFICATION	A. VAPOR CONTROL SYSTEM, TYPES AND EFFICIENCIES:				B. VENT HEIGHT ABOVE GROUND	C. VENT DIAMETER	D. TOTAL EMISSION RATE (IF KNOWN)	
	STORAGE	% EFF.	FILL	% EFF.			WITHDRAWAL	% EFF.
1					13' 6"	3" Ø PIPE		
2					13' 6"	3" Ø PIPE		
3					13' 6"	3" Ø PIPE		
4					13' 6"	3" Ø PIPE		
5					13' 6"	3" Ø PIPE		
6					13' 6"	3" Ø PIPE		
7								
8								


REMARKS * THERE ARE FOUR HORIZONTAL UNDERGROUND TANKS, EACH TANK IS PARTITIONED IN THE CENTER TO PROVIDE EIGHT 2500 GAL TANKS. TANKS 1 & 2 HAVE INTERNAL SYPHONS CONNECTING BOTH ENDS.

CERTIFICATION I certify that I have examined the above and to the best of my knowledge it is true and complete. (Signature subjects signer to provisions of the General Statutes regarding false and misleading statements)

SIGNATURE _____ TITLE _____ DATE _____



STACK / VENT	
	L10
	L11
	L6/7
	L5
	L8
	INK MIX 1
	INK MIX 2
	L3
	L4
	WAREHOUSE
	STORAGE 1
	WASH
	STORAGE 2
	STORAGE 3
SIZE	16" 22" 24" 24" 22" 18" 18" 24" 24" 18" 18" 28" 9"
HEIGHT	30" 30" 48" 48" 30" 18" 18" 48" 33" 31" 18" 18" 28" 9"

NO. REVISION BY DATE	UNLESS OTHERWISE SPECIFIED BREAK CORNERS DEBURR HOLES TOLERANCES ARE 3 PLACE DEC.' ± .005 2 PLACE DEC.' ± .010 ANGLES ± ¼° SURFACE FIN ✓		 Specialty Paper Division South Lee, Massachusetts 01280	
	TITLE MORART PROCESS AIR VENTS			
SCALE 1" = 50'	DATE 6/9/8	DRAWN BY WS	SHEET NO. 1 of 1	DRWG. NO. MB6980-1 REV.

MeadPaper

August 27, 1981

Specialty Paper Division
South Lee, Massachusetts 01260

Telephone: 413-243-1231

The Commonwealth of Massachusetts
Berkshire Air Pollution Control District
1414 State Street
Springfield, Mass. 01109

Attention: David E. Howland, Acting Chief
Air Quality Section
Western Region

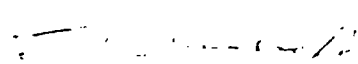
Re: Source Registration
Calendar Year 1980

Dear Mr. Howland:

We acknowledge receipt of your letter of August 11, 1981 and return herewith completed source registration data sheets for our Willow Mill, Laurel Mill and Morart Print Division operations.

If anything further is desired, kindly advise.

Sincerely,


E. K. Bancroft
Vice President-Engineering

EKB:es

Enclosures

bc: R. L. Comeau) W/Att.
G. Yakum) "
K. C. Ayers, Chillicothe) W/Att.
G. T. O'Neill) W/Att.

SOURCE REGISTRATION SHORT FORM - 1980 (JAN. 1 - DEC. 31)

LOCATION OF SOURCE TO BE REGISTERED:

FACILITY NAME: Mead Paper, Specialty Paper Division - Laurel Mill

ADDRESS: Route 102 CITY/TOWN: South Lee

1) FUEL BURNING EQUIPMENT: (NOTE: Please indicate whether boiler or process fuel usage)

<u>FUEL - #2, 4 or 6 OIL, GAS, COAL, WOOD</u>	<u>SULFUR CONTENT (%)</u>	<u>AMT. BURNED PER BOILER OR PROCESS (GALS., CU. FT., TONS/YR.)</u>
#6 Fuel Oil	2.2% Maximum	#1 Boiler - 296,447 gallons
#6 Fuel Oil	2.2% Maximum	#2 Boiler - 956,173 gallons

2) INCINERATION:

TYPE OF WASTE BURNED: None AMT. (LBS./YR.): _____

PROCESS/MANUF. DATA: (Tons/Yr., Cu. Yds./Yr., etc.) 7869.0 Net Tons-Paper

- a) ASPHALT PRODUCED: _____ c) CONCRETE PRODUCED: _____
- b) METAL CHARGED: TYPE: _____ AMT.: _____ d) SAND/GRAVEL PROCESSED: _____
- e) SURFACE COATING: (e.g. paint, varnish, enamel, adhesive, pigment coating etc.)

<u>TYPE</u>	<u>AMT. (GALS./YR.)</u>	<u>WT. OF COATING (LBS./GAL.)</u>	<u>% (BY WT.) SOLVENT IN UNDILUTED COATING</u>
N.A.			

4) SOLVENT USEAGE: (e.g. alcohol, ethyl acetate, toluene, mek, etc.)

<u>TYPE</u>	<u>AMT. (GALS./YR.)</u>	<u>WEIGHT (LBS./GAL.)</u>
N.A.		



The Commonwealth of Massachusetts

Berkshire Air Pollution Control District

144 State Street, Springfield 01109

August 11, 1981

Mead Paper
Specialty Paper Division
South Lee, Massachusetts 01260

Attention: E.K. Bancroft, Vice President Engr.

Re: Source Registration
Calendar Year 1980

Dear Sir:

In accordance with the provisions of Regulation 310 CMR 7.12 of the "Regulations for the Control of Air Pollution in the Berkshire Air Pollution Control District", you are requested to submit information relative to the amount of pollutants emitted to the ambient air from your facility during the calendar year 1980 (January 1st thru December 31st).

Please complete each item that pertains to your facility and record the information in the spaces provided. You are requested to return the completed form to the District office within thirty (30) days.

Source registration is an annual occurrence. The information you submit will satisfy the registration requirements for calendar year 1980 and will be used by the District to update its emission inventory for sources of air contaminants.

Your cooperation in the above matter will be greatly appreciated. Should you have any questions, please contact this office.

Very truly yours,

A handwritten signature in cursive script that reads "David E. Howland".

David E. Howland, Acting Chief
Air Quality Section
Western Region

DEH/RV/jp
enc.

SOURCE REGISTRATION SHORT FORM - 1980 (JAN. 1 - DEC. 31)

LOCATION OF SOURCE TO BE REGISTERED:

FACILITY NAME: _____

ADDRESS: _____ CITY/TOWN: _____

1) FUEL BURNING EQUIPMENT: (NOTE: Please indicate whether boiler or process fuel useage)

<u>FUEL - #2, 4 or 6 OIL, GAS, COAL, WOOD</u>	<u>SULFUR CONTENT (%)</u>	<u>AMT. BURNED PER BOILER OR PROCESS (GALS., CU. FT., TONS/YR.)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2) INCINERATION:

TYPE OF WASTE BURNED: _____ AMT. (LBS./YR.): _____

3) PROCESS/MANUF. DATA: (Tons/Yr., Cu. Yds./Yr., etc.)

- a) ASPHALT PRODUCED: _____ c) CONCRETE PRODUCED: _____
b) METAL CHARGED: TYPE: _____ AMT.: _____ d) SAND/GRAVEL PROCESSED: _____
e) SURFACE COATING: (e.g. paint, varnish, enamel, adhesive, pigment coating etc.)

<u>TYPE</u>	<u>AMT. (GALS./YR.)</u>	<u>WT. OF COATING (LBS./GAL.)</u>	<u>% (BY WT.) SOLVENT IN UNDILUTED COATING</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4) SOLVENT USEAGE: (e.g. alcohol, ethyl acetate, toluene, mek, etc.)

<u>TYPE</u>	<u>AMT. (GALS./YR.)</u>	<u>WEIGHT (LBS./GAL.)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SOURCE REGISTRATION SHORT FORM - 1980 (JAN. 1 - DEC. 31)

LOCATION OF SOURCE TO BE REGISTERED:

FACILITY NAME: Mead Paper, Specialty Paper Division - Morart Print Division
 ADDRESS: Route 102 CITY/TOWN: South Lee

1) FUEL BURNING EQUIPMENT: (NOTE: Please indicate whether boiler or process fuel usage)

<u>FUEL - #2, 4 or 6 OIL, GAS, COAL, WOOD</u>	<u>SULFUR CONTENT (%)</u>	<u>AMT. BURNED PER BOILER OR PROCESS (GALS., CU. FT., TONS/YR.)</u>
N.A.		

2) INCINERATION:

TYPE OF WASTE BURNED: N.A. AMT. (LBS./YR.): _____

PROCESS/MANUF. DATA: (Tons/Yr., Cu. Yds./Yr., etc.) 2,418 Net Tons-Paper Printed

- a) ASPHALT PRODUCED: _____ c) CONCRETE PRODUCED: _____
- b) METAL CHARGED: TYPE: _____ AMT.: _____
 d) SAND/GRAVEL PROCESSED: _____
- e) SURFACE ~~COATING~~: (e.g. paint, varnish, enamel,
 Printing adhesive, pigment coating etc.)

<u>TYPE</u>	<u>AMT. (GALS./YR.)</u>	<u>WT. OF COATING (LBS./GAL.)</u>	<u>% (BY WT.) SOLVENT IN UNDILUTED COATING</u>
	See Chart I		

4) SOLVENT USEAGE: (e.g. alcohol, ethyl acetate, toluene, mek, etc.)

<u>TYPE</u>	<u>AMT. (GALS./YR.)</u>	<u>WEIGHT (LBS./GAL.)</u>
	See Chart I	

CHART I

PROCESS EMISSIONS: (LBS./YEAR)

	<u>From Inks and Coatings</u>	<u>Purchased Solvents</u>
ETHANOL	31,000	62,633
ACETONE	7,767	
TOLUOL	2,871	
CELLOSOLVE	8,101	199,481
ISOPROPANOL	166,731	3,880
ETHYL ACETATE	3,361	20,344
HEPTANE	3,361	
METHYL ETHYL KETONE	14,177	
CELLOSOLVE ACETATE	3,038	
CARBITOL		43,081
N. PROPYL ACETATE		3,793
N. PROPYL ALCOHOL		3,880
VM & P NAPHTHA		<u>1,836</u>
	<u>240,407 lbs.</u>	<u>338,928 lbs.</u>

ATTACHMENT B

Respondent has no information regarding the identity of the transporter during the period prior to approximately 1966-67. For all relevant periods thereafter, the transporter was:

Solvents Recovery Service of New England, Inc.
Lazy Lane
Southington, Connecticut 06489.

Respondent presumes that the transporter during this period, SRSNE, made the decision to bring the waste to the Site. Respondent did not make the decision to bring the waste to the Site, and there were only two parties involved in the transactions, the Respondent and SRSNE.

5321v

Solvents Recovery Service of New England
Transactions Involving Waste Not Generated by Respondent

Transaction Date	Gallon Volume	Name and Address of Generator
---------------------	------------------	----------------------------------

NONE

5218f

NUTTER, McCLENNEN & FISH

ATTORNEYS AT LAW

ONE INTERNATIONAL PLACE
BOSTON, MASSACHUSETTS 02110-2699

TELEPHONE: 617 439-2000 FACSIMILE: 617 973-9748

CAPE COD OFFICE
HYANNIS, MASSACHUSETTS

687
TDR
5/1/92
DIRECT DIAL NUMBER
(617) 439-2253

December 14, 1992
19951-1

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Marilyn K. Goldberg
U.S. Environmental Protection Agency
P.O. Box 221470
Chantilly, VA 22022

Re: **Solvents Recovery Service of New England ("SRSNE")
Superfund Site: Request of The Mead Corporation for
Transactional Review; Response of The Mead Corporation
to Information Request**

Dear Ms. Goldberg:

This firm represents The Mead Corporation (hereinafter sometimes "the Respondent" or "Mead") in connection with the SRSNE Superfund Site. On November 12, 1992, Mead received EPA's Transmittal of Information on the SRSNE Site, including materials entitled "Attachment II, Transactional Document Review," and "Attachment III, 104(e) Information Request." This submission includes (1) Mead's request for EPA review of transactions attributed to Mead as reflecting its volumetric contribution of waste materials to the SRSNE Site, and (2) Mead's response to EPA's CERCLA 104(e) information request to Mead. The date of submission is in accordance with the revised deadline agreed to by Assistant Regional Counsel Lloyd Selbst and confirmed in my letter to you of November 19.

Mead wishes to take this opportunity to comment on certain of the EPA's instructions for completion of the transactional review forms. EPA requires that, in completing both its Transactional Review Form and its Additional Transactions Form, Mead respond on behalf of, among others, "any predecessor . . . corporations." In an effort to comply with these instructions,

Ms. Marilyn K. Goldberg
December 14, 1992
Page 2

Mead had endeavored to respond not only on its own behalf, but also on behalf of a separate, distinct corporation which operated certain of the printing plants at issue before such plants were operated by the Respondent, whose transactions with SRSNE have been erroneously attributed to the Respondent. Thus, although Mead requests that the waste volume attributed to such transactions be deleted from its waste-in volume, Mead also asserts various grounds for reduction of the volumes associated with these transactions.

Mead also has endeavored to comply, where possible, with transactional review instructions requiring it to respond on behalf of "contractors." In conducting its review of EPA's transactional documents, Mead has not been unmindful of information available to various parties with whom it has contracted in the past with respect to relevant matters. Mead is not in a position, however, to respond on behalf of SRSNE, and assumes that EPA does not expect recipients of the Transmittal of Information to attempt to do so.

Should you or any of your colleagues have any questions regarding this letter or the attached materials, please feel free to contact me.

Very truly yours,



Martin C. Pentz

MCP:ncg
2537c

Attachments

ATTACHMENT I (continued)
Transaction Review Form

Name of Respondent: The Mead Corporation/page 1

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>
<u>Date Of Transaction</u>	<u>EPA Document #</u>	<u>EPA Volume</u>	<u>Your Volume</u>	<u>Description of Your Documentation</u>	<u>Issues/ Comments</u>
5/16/57	0100023	715 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
6/6/57	0100024	770 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
8/13/57	0100027	880 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
9/26/57	0100029	825 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
11/19/57	0100032	825 gal	- 0 - 2 gal	Ex. A-1 - A-4 Ex. M00001 (SRS log)	See Attachment A PT = pint
12/17/57	0100033	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
2/18/58	0100036	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
4/7/58	0100038	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
5/28/58	0100041	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
8/27/58	0100045	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
10/29/58	0100047	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A

ATTACHMENT I 1. (continued)
Transaction - Review Form

Name of Respondent: The Mead Corporation/page 2

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>
<u>Date of Transaction</u>	<u>EPA Document 2</u>	<u>EPA Volume</u>	<u>Your Volume</u>	<u>Description of Your Documentation</u>	<u>Issues/ Comments</u>
12/18/58	0100050	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
2/25/59	0100053	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
4/20/59	0100055	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
6/11/59	0100058	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
8/13/59	0100061	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
10/6/59	0100064	605 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
11/19/59	0100067	1,155 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
12/16/59	0100068	880 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
1/21/60	0100070	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
3/1/60	0100072	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
5/24/60	0100077	605 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
			- 0 -	Ex. M00002 (SRS log)	Entry is illegible

ATTACHMENT II 3. (continued)
Transaction Review Form

Name of Respondent: The Mead Corporation/page 3

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>
<u>Date Of Transaction</u>	<u>EPA Document 3</u>	<u>EPA Volume</u>	<u>Your Volume</u>	<u>Description of Your Documentation</u>	<u>Issues/ Comments</u>
6/30/60	0100080	1,375 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
8/9/60	0100082	715 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
9/15/60	0100084	1,155 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
10/18/60	0100086	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
11/15/60	0100088	4,015 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
			2,915 gal	Ex. M00003 (SRS log)	Calculation is incorrect 26+27=53 drums
12/19/60	0100090	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
1/19/61	0100091	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
2/14/61	0100093	825 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
3/28/61	0100095	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
4/27/61	0100096	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
6/8/61	0100098	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A

Name of Respondent: The Mead Corporation/page 4

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>
<u>Date Of Transaction</u>	<u>EPA Document 4</u>	<u>EPA Volume</u>	<u>Your Volume</u>	<u>Description of Your Documentation</u>	<u>Issues/ Comments</u>
6/30/61	0100100	825 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
8/4/61	0100101	770 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
8/23/61	0100102	1,375 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
9/18/61	0037203	1,155 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
10/12/61	0100105	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
11/8/61	0100107	1,210 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
12/7/61	0100108	1,375 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
12/29/61	0100109	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
1/24/62	0100111	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
2/28/62	0100112	1,155 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
3/9/62	0100113	1,210 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
4/9/62	0100115	1,430 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A

ATTACHMENT II (continued)
 Transactional Review Form

Name of Respondent: The Mead Corporation/page 5

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>
<u>Date Of Transaction</u>	<u>EPA Document 5</u>	<u>EPA Volume</u>	<u>Your Volume</u>	<u>Description of Your Documentation</u>	<u>Issues/ Comments</u>
5/2/62	0100116	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
5/23/62	0100117	1,155 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
6/15/62	0100119	1,210 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
6/29/62	0100120	990 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
8/6/62	0100122	1,210 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
8/27/62	0100123	935 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
9/14/62	0100124	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
10/4/62	0100125	1,210 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
10/29/62	0100126	1,375 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
11/15/62	0100127	1,155 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
12/7/62	0100129	1,155 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
12/28/62	0100130	1,045 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A

ATTACHMENT I (continued)
Transaction Review Form

Name of Respondent: The Mead Corporation/page 6

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>
<u>Date Of Transaction</u>	<u>EPA Document 6</u>	<u>EPA Volume</u>	<u>Your Volume</u>	<u>Description of Your Documentation</u>	<u>Issues/ Comments</u>
1/18/63	0100131	1,265 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
2/8/63	0100132	1,210 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
3/4/63	0100133	1,155 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
3/19/63	0100134	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
4/9/63	0100135	1,155 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
4/26/63	0100136	990 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
5/15/63	0100138	1,210 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
6/10/63	0100139	1,210 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
6/28/63	0100141	1,045 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
8/1/63	0100142	1,155 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
8/23/63	0100143	1,155 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
9/20/63	0100145	1,320 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A

ATTACHMENT II (continued)
Transaction Review Form

Name of Respondent: The Mead Corporation/page 7

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>
<u>Date Of Transaction</u>	<u>EPA Document #</u>	<u>EPA Volume</u>	<u>Your Volume</u>	<u>Description of Your Documentation</u>	<u>Issues/Comments</u>
10/11/63	0100146	1,210 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
11/1/63	0100536	1,265 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
11/21/63	0100537	1,485 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
12/13/63	0100538	1,155 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
12/24/63	0100538	605 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
1/16/64	0100539	1,155 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
2/6/64	0100540	1,210 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
3/2/64	0100542	1,100 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
3/28/64	0100543	1,375 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
4/9/64	0100544	1,155 gal	- 0 -	Ex. A-1 - A-4 (corporate records)	See Attachment A
7/13/73	0100367	990 gal	- 0 -	Ex. M00004 (SRS log)	Entry is illegible

ATTACHMENT I 3. (continued)
Transaction Review Form

Name of Respondent: The Mead Corporation/page 8

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>
<u>Date Of Transaction</u>	<u>EPA Document #</u>	<u>EPA Volume</u>	<u>Your Volume</u>	<u>Description of Your Documentation</u>	<u>Issues/ Comments</u>
10/28/81	4000111	1,210 gal	1,155 gal	Ex. M00005 (Conn. DEP monthly report) Ex. M00006 (Manifest)	Manifest shows 21, not 22, drums
12/8/81	4000119	1,985 gal	1,885 gal	Ex. M00007 (Manifest) Ex. M00008 (Conn. DEP monthly report)	EPA assigned incorrect volume to Mead
3/12/84	0702808 0702809	2,017 gal	- 0 -	Ex. M00009 (Manifest) Ex. M00010 (SRS processing document)	Waste was sent to New Jersey for recovery
4/27/84	0702811 0702812	2,410 gal	- 0 -	Ex. M00011 (Manifest) Ex. M00012 (SRS processing document)	Waste was sent to New Jersey for recovery
6/13/84	0702814 0702815	2,410 gal	- 0 -	Ex. M00013 (Manifest) Ex. M00014 (SRS processing document)	Waste was sent to New Jersey for recovery

ATTACHMENT I (continued)
Transaction Review Form

Name of Respondent: The Mead Corporation/page 9

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>
<u>Date Of Transaction</u>	<u>EPA Document 9</u>	<u>EPA Volume</u>	<u>Your Volume</u>	<u>Description of Your Documentation</u>	<u>Issues/ Comments</u>
9/24/84	3300336	1,900 gal	1,560 gal	Ex. M00015 (Manifest) Ex. M00016 (Manifest) Ex. M00017 (SRS shipping document)	EPA assigned incorrect volume to Mead
2/11/85	0902941 0902942	2,157 gal	- 0 -	Ex. M00018 (Manifest) Ex. M00019 (SRS processing document)	Waste was sent to New Jersey for reclamation
3/21/85	0902950 0902951	216 gal	- 0 -	Ex. M00020 (Manifest) Ex. M00021 (SRS processing document)	Same as above
3/22/85	0902947 0902948	2,310 gal	- 0 -	Ex. M00022 (Manifest) Ex. M00023 (SRS processing document)	Waste was sent to New Jersey for reclamation

ATTACHMENT II (continued)
Transaction Review Form

Name of Respondent: The Mead Corporation/page 10

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>
<u>Date Of Transaction</u>	<u>EPA Document 10</u>	<u>EPA Volume</u>	<u>Your Volume</u>	<u>Description of Your Documentation</u>	<u>Issues/ Comments</u>
5/17/85	0902943 0902944 0902945	2,520 gal	- 0 -	Ex. M00024 (SRS shipping document) Ex. M00025 (Manifest) Ex. M00026 (SRS processing document)	Waste was sent to New Jersey for reclamation
1/13/86	1200208 1200209 1200210	3,448 gal	- 0 -	Ex. B-1, B-2 (corporate records) Ex. M00027 (SRS shipping document) Ex. M00028 (Manifest) Ex. M00029 (SRS processing document)	See Attachment B Waste was sent to New Jersey for reclamation
2/3/86	1200212 1200213	2,546 gal	- 0 -	Ex. B-1, B-2 (corporate records) Ex. M00030 (Manifest) Ex. M00031 (SRS processing document)	See Attachment B Waste was sent to Linden, New Jersey, as boiler fuel

ATTACHMENT II (continued)
Transaction Review Form

Name of Respondent: The Mead Corporation/page 11

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>
<u>Date Of Transaction</u>	<u>EPA Document 11</u>	<u>EPA Volume</u>	<u>Your Volume</u>	<u>Description of Your Documentation</u>	<u>Issues/ Comments</u>
3/7/86	1200215 1200216	2,000 gal	- 0 -	Ex.M00032 (Manifest) Ex. M00033 (SRS processing document)	Waste was sent to Linden, New Jersey, as boiler fuel
4/11/86	1200218 1200219	3,816 gal	- 0 -	Ex. M00034 (Manifest) Ex. M00035 (SRS processing document)	Waste was sent to Linden, New Jersey, as boiler fuel
5/21/86	1200221 1200222	3,355 gal	- 0 -	Ex. M00036 (Manifest) Ex. M00037 (SRS processing document)	Waste was sent to Linden, New Jersey, as boiler fuel

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ATTACHMENT A

The Respondent The Mead Corporation (hereinafter sometimes "the Respondent" or "Mead"), an Ohio corporation, has been attributed transaction volumes associated with gravure printing plants located in Holyoke and South Lee, Massachusetts, and a packaging facility located in Lawrence, Massachusetts. This comment pertains to volumes attributed to the Holyoke location.

The Holyoke transactions apparently involve two plants situated on Bridge Street in Holyoke. During the period 1957 to July 6, 1964, these plants were operated by Morart Gravure Corporation (hereinafter "Morart Gravure"), a Massachusetts corporation.^{1/} Morart Gravure's Holyoke operations included the printing of decorative designs for the high pressure laminating industry.^{2/} Mead understands that the wastes involved in any Morart Gravure transactions with SRSNE resulted from these printing operations.

Prior to April 15, 1964, Mead had no involvement in, or responsibility for, Morart Gravure's Holyoke operations. As of July 6, 1964, Mead acquired certain of the assets of Morart Gravure, including its Holyoke operations (thereafter sometimes

^{1/} See two-page document entitled "Morart Gravure Corporation" prepared by one Bernard J. Riley and dated April 15, 1964, attached hereto as Exhibit A-1.

^{2/} Id.

referred to as Morart-Mead Corp.^{3/}), but did not assume any Morart Gravure liabilities, except such as Mead expressly assumed pursuant to an Agreement and Plan of Reorganization (hereinafter referred to as "the Plan").^{4/} The liabilities assumed by Mead under the Plan were specified therein and did not include liabilities such as those EPA asserts in connection with the SRSNE Site.^{5/}

Instead, the Plan expressly contemplated that, at the closing, Morart Gravure would agree to indemnify and save Mead harmless with respect to any liability not expressly assumed by Mead under the Plan.^{6/} Accordingly, as of July 1, 1964, Mead and Morart Gravure entered into an Assumption Agreement under which Morart Gravure, for itself and its successors, provided the required indemnity to Mead.^{7/} Finally, at the closing of the transaction, shareholders of Morart Gravure entered into an Escrow Agreement under which the consideration they received from the sale of the Morart Gravure assets was deposited with an escrow agent to secure payment of, inter alia, the

^{3/} See, e.g., SRSNE Logbook - Order #6217, EPA Document No. 0100591.

^{4/} A draft of the Plan is attached hereto as Exhibit A-2.

^{5/} See id., Section 7. Assumption of Liabilities.

^{6/} See id.

^{7/} A copy of the Assumption Agreement is attached hereto as Exhibit A-3. The referenced indemnification provision appears at page three thereof.

obligation assumed by Morart Gravure under the Assumption Agreement to indemnify and hold Mead harmless against liabilities of Morart Gravure not assumed by Mead under the Plan.^{8/}

The transactions properly attributable to Morart Gravure -- and not Mead -- are identified in Respondent's Transactional Review Form. Respondent Mead's total SRSNE waste-in volume should be reduced by deletion of the volumes associated with each of these transactions.

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^{8/} A copy of the Escrow Agreement is attached hereto as Exhibit A-4. The relevant language appears in Section 8., Purposes of the Escrow.

MORART GRAVURE CORPORATION

Morart Gravure Corporation was formed in 1927 and incorporated under the name of the Morart Paper Company in Holyoke, Massachusetts.

Initial business was the decorative printing or converting of paper products. Specifically, greeting card base paper, box papers, gummed tape labels, trade mark and menu papers and cover stock grades all were decorated with Morart designs on a flatbed Kidder press.

In 1934, the company began decorating saturating papers for Westinghouse Corporation, which were laminated and sold under the trade name of Micarta - the first entrant into the high pressure laminating industry. In that same year, Morart started printing decorative woodgrain designs on paper for the wallboard division of United States Gypsum Company, an account which the company still services very actively today.

As others entered the then new laminating industry, Morart phased out its other work and concentrated its production in the custom decorating of saturating papers for this industry. In 1948, the name of the company was changed to the Morart Gravure Corporation to more closely identify it with its type of business.

In 1935, Morart made a contractual arrangement with the Oxford Corporation of Dayton, Ohio, to purchase woodgrain and other decorative engravings for its business. This contract made Oxford engravings exclusive to Morart in the laminating industry - with the single exception of the Formica Corporation. This relationship with Oxford continued until 1956, when Morart purchased Oxford and renamed the company Morart-Oxford Corporation. Through its acquired engraving company, Morart has continued to supply engraved cylinders to Formica Corporation and Formica International Ltd, in various foreign countries. The business relationship is by contract, renewed August, 1964 for another five years.

Other laminators who are printing customers of Morart Gravure also obtain exclusive design engravings at cost from Oxford through Gravure. Gravure's open stock design line (available to any purchaser) is largely supplied by Oxford also.

About 94 percent of all the paper decorated by Morart printing is sent to the company by customers. Only about 6 percent of orders call for Morart Gravure to purchase paper, decorate it and invoice the customer for both.

A large export business of Morart's printing is handled by Fred C. Strype Inc., New York. However, Fabricon Products of River Rouge (Division of Eagle Pitcher), and Panelyte of Kalamazoo (Division of St. Regis Paper Co.), also export much printing. They are also good domestic accounts of Morart. On all export business, Morart allows a 5 per cent discount from regular published prices. This practice has been in existence since the company entered export business.

The company occupies two plants on Bridge Street in Holyoke, Massachusetts - both used for printing - and one plant at 522 Springfield Street, Dayton, Ohio, which is used both for engraving and printing. All plants are unionized. Sales of both printing divisions are handled separately from each location.

In the past few years, the company has been decorating vinyl materials of various kinds but this business has not as yet become significant in volume. One of the problems faced in printing for the laminating industry was the lack of suitable heat resistant inks on the market. To meet the problem, Morart developed its own inks in cooperation with Commercial Ink and Lacquer Company, (now Borden Chemical Co.) some eight or nine years ago. They have been very successful.

At the present time, Morart services every manufacturer in the high pressure laminating business, as well as a number who do low and medium pressure laminating. Also, the U. S. Gypsum wallboard account still is very significant in volume. Lesser parts of the company's business include writing paper decorating (printing both sides of sheet), cover stock and a few other very minor items.

#

Bernard J. Riley
April 15, 1964

AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT, made and concluded this _____ day of _____, 1964, by and between THE MEAD CORPORATION, an Ohio corporation (hereinafter referred to as "Mead"), and MORART GRAVURE CORPORATION, a Massachusetts corporation (hereinafter referred to as "Morart"),

W I T N E S S E T H T H A T:

WHEREAS, Mead and Morart have formulated a plan of reorganization which contemplates, among other things, the transfer to Mead of substantially all of Morart's properties and assets, together with substantially all of the properties and assets of Morart's wholly owned subsidiary, MORART-OXFORD CORPORATION, an Ohio corporation (such subsidiary being hereinafter referred to as "Subsidiary" and Morart and such subsidiary being hereinafter referred to as the "Companies"), and, in consideration thereof, and in exchange therefor, the issuance to Morart of Mead Common Shares of the par value of \$5 per share (such shares being hereinafter referred to as "Common Shares"), all in accordance with and subject to the terms, provisions and conditions of this Agreement,

NOW, therefore, it is hereby agreed by and between Mead and Morart as follows:

Section 1. Representations and Warranties by Mead. Mead represents and warrants to Morart that as of the date of this Agreement,

A. Mead is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio, and has full power and authority to own its properties and assets, to carry on its business as now being conducted, and to execute and deliver this Agreement. Mead's Board of Directors has duly authorized the execution and delivery of this Agreement and the consummation of the transactions provided for herein, and Mead

has full and complete corporate right, power and authority to perform and consummate this Agreement and its doing so will not violate any provision of Mead's Amended Articles of Incorporation or Code of Regulations or result in a breach or constitute a default under any contract or agreement to which Mead is subject or is a party.

B. Mead has an authorized capital stock consisting of 73,750 4-1/4% Cumulative Preferred Shares of the par value of \$100 each, 295,540 Cumulative Second Preferred Shares of the par value of \$50 each, and 12,000,000 Common Shares of the par value of \$5.00 each. There are no dividends in arrears on any of Mead's Preferred Shares.

C. Mead's Board of Directors has reserved from its authorized and unissued Common Shares 56,900 such shares for the purposes hereof and all necessary steps for the proper corporate legal authorization of the reservation and issuance of such shares have been taken and completed by Mead, and such Common Shares will, when so issued, be duly authorized, validly issued, full-paid and nonassessable, and the issuance thereof will not violate the pre-emptive rights of Mead's shareholders.

D. The balance sheet of Mead and its consolidated subsidiaries as at December 31, 1963, and the statement of earnings of Mead and its consolidated subsidiaries for the fiscal year ended December 31, 1963, both certified by Touche, Ross, Bailey & Smart, Certified Public Accountants, both of which, properly identified by the firm certifying the same, have been delivered to Morart, fairly, truly and completely present, in accordance with sound and generally accepted accounting principles, the financial condition and the results of the operations of Mead and its consolidated subsidiaries as at the date and for the period indicated.

E. Since December 31, 1963, to the date of this Agreement, there has not been any material adverse change in the business, properties or condition, financial or otherwise, of Mead and its consolidated subsidiaries as a whole, except changes occurring in the usual and ordinary course of business and the declaration and/or payment of regular cash dividends on the issued and outstanding shares of Mead's capital stock.

F. Neither Mead nor any of its consolidated subsidiaries is in default under any provision of any contract or agreement to which any of them is a party or by which any of them is bound, which default would materially adversely affect the business, properties or condition, financial or otherwise, of Mead and its consolidated subsidiaries as a whole, and no event has occurred which, but for the passage of time or giving of notice, or both, would constitute such a default.

G. Neither Mead nor any of its consolidated subsidiaries is subject to any ruling or order of any regulatory commission, board or administrative agency entered in a proceeding of which any of them has knowledge which might result in any material adverse change in the business, properties or condition, financial or otherwise, of Mead and its consolidated subsidiaries as a whole.

Mead agrees and further warrants and represents to Morart that all of the representations and warranties hereinabove made to Morart will be true and correct as of the Closing (provided for in Section 13 hereof), and that Mead shall be as fully bound thereby as though the same had been made at and as of the Closing.

Section 2. Representations and Warranties of Morart. Morart represents and warrants to Mead that as of the date of this Agreement,

A. Morart is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and is duly licensed or qualified and in good standing as a foreign corporation in each state (other than Massachusetts) in which the nature of the business transacted by it therein makes such license or qualification necessary under the laws of such state. The copies of Morart's Agreement of Association and Articles of Organization, with all amendments thereto, and of Morart's Bylaws, as amended to date, certified, in each case, by Morart's Clerk, which heretofore have been delivered to Mead, are, in all respects, true, correct and complete.

B. Morart has full and complete power and authority to own all of its properties and assets,

to carry on its business as the same is now being conducted, and to execute and deliver this Agreement. The execution and delivery of this Agreement and the consummation of the transactions provided for herein by Morart have been duly and validly authorized by Morart's stockholders and Board of Directors and Morart has full and complete corporate right, power and authority to perform and consummate this Agreement and its doing so will not violate any provision of law or of its Agreement of Association or Articles of Organization, as amended, or its Bylaws, as amended, or result in any breach or constitute any default under any contract or agreement to which Morart is subject or is a party except breaches or defaults arising out of prohibitions against assignment of any of the contracts or agreements listed and identified in Schedule A which is attached hereto and made a part of this Agreement.

C. Morart is the owner and holder of 450 shares of the capital stock of Subsidiary, free and clear of any and all liens, encumbrances, restrictions and obligations whatsoever, and such shares constitute all of the issued and outstanding shares of Subsidiary and have been duly and validly issued and are full-paid and nonassessable. Without limitation to the generality of any other warranty or representation set forth herein, neither of the Companies is a party or subject to any subscription or other contract or agreement which would require the issuance of any further shares by Subsidiary, and Morart has full and complete power to cause Subsidiary to transfer all of its properties and assets to Morart and to cause Subsidiary to dissolve as provided herein. Morart has no other subsidiary.

D. Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio and is duly licensed or qualified and in good standing as a foreign corporation in each state (other than Ohio) in which the nature of the business transacted therein by it makes such license or qualification necessary under the laws of such state. The copies of Subsidiary's Articles of Incorporation, with all amendments thereto, and of Subsidiary's Code of Regulations, as amended to date, certified, in each case, by Subsidiary's Secretary, which heretofore have been delivered to Mead, are, in all respects, true, correct and complete.

E. Subsidiary has full and complete power and authority to own all of its properties and assets and to carry on its business as the same is now being conducted. The execution and delivery of this Agreement and the performance hereof by Morart will not violate any provision of Subsidiary's Articles of Incorporation, as amended, or its Code of Regulations, as amended, or result in any breach or constitute any default under any contract or agreement to which Subsidiary is subject or is a party except breaches or defaults arising out of prohibitions against assignment of any of the contracts or agreements listed or identified in Schedule B which is attached hereto and made a part of this Agreement.

F. The balance sheet of Morart as at December 31, 1963, the statement of earnings of Morart for the calendar year 1963, the balance sheet of Subsidiary as at December 31, 1963, and the statement of earnings of Subsidiary for the calendar year 1963, all of which, prepared by Matthew T. Doherty, Jr., Certified Public Accountant, D. C., have been heretofore delivered to Mead, fairly, truly and completely present, in accordance with sound and generally accepted accounting principles applied on a basis consistent with that of preceding periods, the financial condition and the results of the operations of Morart and Subsidiary as at the dates and for the periods indicated.

G. Neither of the Companies has any liability of any nature, whether accrued, absolute, contingent or otherwise, which is not reflected or reserved against in its balance sheet as at December 31, 1963, which is referred to in paragraph F of this Section 2, except liabilities incurred in the ordinary and usual course of its business since December 31, 1963.

H. Since December 31, 1963, there has been no adverse change in the business, properties or condition, financial or otherwise, of either of the Companies, except changes occurring in the ordinary and usual course of business.

I. Neither the business nor the properties nor the condition of either of the Companies since December 31, 1963, has been materially affected in any way as a result of any fire, explosion, earthquake, accident, casualty, strike or other labor trouble, requisition

or taking by any governmental authority, flood, windstorm, embargo, riot, or act of God or of the public enemy.

J. Each of the Companies has good record and indefeasible title in fee simple to all of its properties and assets, (including, without limitation thereto, the properties described in the schedules hereinafter referred to in this paragraph), free and clear of all liens and encumbrances whatsoever except property taxes and/or assessments not yet due and payable. Morart has delivered to Mead a schedule, listing and identifying, and describing briefly, all of the lands, plants and structures owned by Morart and/or Subsidiary and identifying the owners of each.

K. Under each of the leases listed and identified in Schedule A or Schedule B hereto, Morart and/or Subsidiary has the exclusive right to peaceably possess and enjoy each of the lands, plants and structures subject thereto, subject only to the terms and conditions set forth in the lease or leases pertaining thereto, and, without limiting the generality of paragraphs M and N of this Section 2, neither of the Companies is in default under and of said leases.

L. Since December 31, 1963, neither of the Companies has declared, paid or made any dividend or other distribution or payment in respect of its capital stock.

M. Morart is not subject or a party to any contract, agreement, lease or commitment, written or oral, of any kind or nature, which is not listed and identified in Schedule A hereto. True and complete copies of all written instruments and documents listed and identified in Schedule A hereto have heretofore been delivered to Mead, together with a schedule summarizing the terms of any such oral contracts, agreements or commitments. Morart is not in default under any provision of any contract

or agreement to which it is a party or to which it is subject. Morart may terminate at will, and without liability for compensation beyond the date of termination, the employment of any or all of its officers and other employees.

N. Subsidiary is not subject or a party to any contract, agreement, lease or commitment, written or oral, of any kind or nature, which is not listed and identified in Schedule B hereto. True and complete copies of all written instruments and documents listed and identified in Schedule B hereto have heretofore been delivered to Mead, together with a schedule summarizing the terms of any such oral contracts, agreements or commitments. Subsidiary is not in default under any provision of any contract or agreement to which it is a party or to which it is subject. Subsidiary may terminate at will, and without liability for compensation beyond the date of termination, the employment of any or all of its officers and other employees.

O. All of the plants, structures and other improvements owned or leased by Morart and/or Subsidiary, and the fixtures, machinery and equipment used in connection therewith or located therein, are in satisfactory operating condition and repair for the business conducted therein, and conform with all applicable ordinances and regulations and all building, zoning and other laws.

P. Neither of the Companies owns directly or beneficially, or is licensed under, any patents, patent applications, trade-marks, tradenames or copyrights. Each of the Companies possesses adequate licenses to conduct its business, and neither of the Companies is in receipt of any notice (and its officers do not have any knowledge) that its operations conflict with or infringe on any patents, patent applications, trade-marks, trade names or copyrights of others.

Q. Neither of the Companies is a party to or threatened by any litigation, proceeding or controversy before any court or administrative agency

which might result in any material adverse change in its business, properties or condition, financial or otherwise; and neither has committed any default with respect to satisfaction of, or compliance with, any judgement, order, writ, injunction, decree, rule or regulation of any court or administrative agency which would materially adversely affect its business, properties or condition, financial or otherwise.

R. To the best of the knowledge and belief of the officers of each, each of the Companies has filed all necessary federal and state income, excess profits and franchise tax returns and all necessary reports and returns for all other taxes due all federal, state and local governments, and has set up adequate reserves for, or has fully paid and discharged, all such taxes which have accrued. The United States Internal Revenue Service has audited the income and excess profits tax returns of Morart for all years up to and including 1962 and is now in the process of conducting an audit of such returns of Subsidiary. The results of such audits of such returns of Morart are properly reflected in the financial statements which are referred to in paragraph F of this Section 2. No officer of either of the Companies has any knowledge of a tax deficiency which might be asserted against Morart or Subsidiary.

S. Neither of the Companies is subject to any ruling or order of any regulatory commission, board or administrative agency entered in a proceeding of which it has knowledge which might result in any material adverse change in its business, properties or condition, financial or otherwise; and neither has failed to observe any laws, regulations, or orders applicable to it in a manner which would result in any material adverse change in its business, properties or condition, financial or otherwise.

T. No representation or warranty made by Morart in this Agreement, and no statement or certificate furnished or to be furnished to Mead by either of the Companies in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary

to make the statements contained therein not misleading.

Morart further warrants and agrees that all of the representations and warranties hereinabove made to Mead, shall be true and correct as of the Closing, and that Morart shall be as fully bound thereby as though the same had been made on and as of the Closing.

Section 3. Covenants by Mead. Mead covenants and agrees with Morart as follows:

A. Mead shall use its best efforts to effect the listing on the New York Stock Exchange, upon official notice of issuance, of the Common Shares to be issued by Mead as provided in Section 6 hereof.

B. Mead shall retain for a reasonable period and make available to each of the Companies and its shareholders and representatives, such records, data and documents as may be reasonably required to contest any claim asserted against any of them which is not assumed by Mead under the provisions of Section 7 hereof.

Section 4. Covenants of Morart. Morart covenants and agrees with Mead as follows:

A. Prior to the Closing, each of the Companies shall, with respect to all its contracts, agreements and rights which are not assignable by it, use its best efforts to obtain the consent or waiver of the other party or parties thereto to the assignment thereof to Mead as provided in Section 5 hereof.

B. Until the Closing, each of the Companies shall pay all of its current taxes, assessments, and other current liabilities and obligations promptly as the same shall become due and payable.

C. Until the Closing, each of the Companies shall continue its business in the ordinary and usual course; use its best efforts to preserve its business organization intact; keep available the services of its present employees and officers; and preserve the good will of its suppliers, customers and others having business relations with it.

D. If and in the manner directed by Mead, each

of the Companies shall pay and discharge prior to the Closing all or any part of its indebtedness.

E. Except as provided in paragraph I of this Section 4, until the Closing, neither of the Companies shall, without the prior written consent of Mead:

1. Further amend, alter or change its Agreement of Association and Articles of Organization or Articles of Incorporation or its Bylaws or Code of Regulations except as otherwise expressly provided herein;

2. Authorize, issue or sell any stocks, bonds or other securities;

3. Incur any obligation or liability or enter into any commitment or contract of any nature, other than current liabilities incurred, and contracts and commitments made in the ordinary and usual course of its business;

4. Enter into any contract or commitment of any nature continuing after the Closing except contracts or commitments which may be cancelled by it, or its assignee, without penalty, on thirty (30) days' or less notice;

5. Enter into any transaction other than a transaction in the ordinary and usual course of its business;

6. Make any changes in, or dispose of, any of its contracts or commitments except in the ordinary and usual course of its business;

7. Encumber or permit to be encumbered any of its properties and assets;

8. Dispose of any of its properties and assets except in the ordinary and usual course of its business;

9. Form, or cause to be formed, any subsidiary;

10. Increase the compensation payable to, or to become payable to, any of its directors, officers, employees or agents, or make any

bonus payment or arrangement with any such person; or

11. Declare, pay or make any dividend or other distribution or payment in respect of its capital stock, or effect any stock split, or purchase, redeem or otherwise acquire shares of such capital stock.

F. Until the Closing, each of the Companies shall maintain the fire, extended coverage and other types of insurance upon its buildings, improvements, and personal property, and the liability insurance, in effect on the date of this Agreement. The amount of any such insurance shall be increased, or additional insurance of any type shall be obtained by each of the Companies upon written request by Mead, and, after any such request by Mead, the risk of loss covered by any such increase or additional insurance so requested shall, to the extent such increase or addition is not so obtained, be borne by Morart.

G. From and after the date hereof, each of the Companies shall allow Mead and Mead's counsel, auditors, and other representatives free and full access during normal business hours to all of its files, audits, books, records, contracts, commitments, properties and plants, including, without limitation thereto, the right to any and all information relating to taxes, commitments and contracts, real and personal property titles and financial condition, and the right to examine the same and the right to take extracts therefrom and make memoranda with reference thereto; and each of the Companies shall furnish Mead and Mead's counsel, auditors and other representatives with all such information concerning its affairs as Mead may reasonably request. From and after the date hereof each of the Companies shall cause its auditors and accountants to cooperate with the auditors, accountants and other representatives of Mead in making available to them all financial information requested, including the right to examine all working papers pertaining to audits made by such auditors or accountants and the right to take extracts therefrom and make memoranda with reference thereto.

All information obtained by Mead with respect to the business, properties and affairs of either of the Companies and all documents obtained by Mead from either

of the Companies and all memoranda made by Mead's counsel, auditors and other representatives shall be confidential and shall not be disclosed to any person other than the employees of Mead. If, for any reason, the transfer of the assets contemplated hereby shall not be consummated, all information obtained by Mead with respect to the business, properties and affairs of either of the Companies shall not be available for use by Mead in its business, and all documents obtained by Mead, its counsel, auditors and other representatives from either of the Companies shall be returned by Mead to Morart.

H. If requested by Mead, each of the Companies shall on such date prior to the Closing as is specified by Mead deliver to Mead a written statement under oath of such Company's principal managing officer, which lists the names and addresses of, and amounts owed by it to each and every one of its creditors, and such other certificates, affidavits, documents or papers, of governmental authorities or otherwise, and take all such other actions, as may be necessary or advisable to comply with the Bulk Sales Law of such State or States as may be applicable in the opinion of counsel for Mead.

I. Immediately prior to the Closing, Morart shall cause all of Subsidiary's properties and assets to be transferred and delivered to Morart in complete liquidation of Subsidiary, subject to the liabilities and obligations of Subsidiary.

J. If requested to do so by Mead, each of the Companies shall take all steps deemed necessary or appropriate by counsel for Mead to change its name, as of the Closing, from its present corporate name to a new name bearing no resemblance to such name, or otherwise to make available to Mead such name or any similar name.

Section 5. Transfer of Assets. Subject to the terms, conditions and provisions of this Agreement, at the Closing, Morart shall transfer and deliver to Mead, in exchange for the Common Shares to be issued as provided in Section 6 hereof, all of the properties, assets and rights, of every kind and nature, of each of the Companies, whether now existing or hereafter arising, including, without limitation to the generality of the foregoing, its business as a going concern, its good will

and the right to use its corporate name or any substantially similar name, all inventions, patents, trade names, trademarks, licenses, leases, contracts, and, with only such changes as shall have occurred in the ordinary and usual course of its business after December 31, 1963, and prior to the Closing, all of the other properties, assets and rights reflected in its balance sheet as at December 31, 1963, which is referred to in paragraph F of Section 2 hereof. Such properties, assets and rights shall be transferred to Mead free and clear of all liens, encumbrances, liabilities and obligations whatsoever, excepting only those liens, encumbrances, liabilities and obligations which are to be assumed by Mead under the provisions of Section 7 hereof.

Notwithstanding the foregoing provisions of this Section 5, Morart shall not be obligated to transfer to Mead, and shall retain, an amount of cash up to but not exceeding Five Hundred Fifty Thousand Dollars (\$) for payment of accountants' fees, attorneys' fees, transfer taxes and other expenses reasonably incurred by the Companies in connection with the formulation of the plan of reorganization set forth in this Agreement and the transactions provided for herein; provided, however, that any excess of the amount so retained by Morart over the aggregate sum actually expended for such purposes by it shall be paid over to Mead as soon as practicable but not later than one year after the Closing.

In the event that the aggregate amount of cash owned by Morart at the time of the Closing shall be less than the amount to be retained by it as above provided, then Morart shall retain, in addition to the cash then owned by it, such other assets or properties, to be sold or collected by Morart in such manner, as Mead and Morart may agree in writing at or prior to the Closing. Any amount in excess of such deficiency in cash which is realized by Morart upon such sale or collection of such properties or assets, shall be immediately paid by Morart to Mead.

Section 6. Issuance of Shares. In consideration of, and in exchange for, the transfer and delivery by Morart provided for in Section 5 hereof, and subject to the terms, provisions and conditions of this Agreement, at the Closing, Mead shall issue and deliver to Morart 56,900 Common Shares, all of such Common Shares to be from Mead's authorized and unissued Common Shares of the par value of Five Dollars (\$5.00) per share and, when so issued, to be full-paid and nonassessable; provided,

however, that if, after the date hereof, Mead shall declare or pay any stock dividend on its Common Shares to shareholders of record prior to the Closing, or if Mead, by a stock split or other reclassification shall, after the date hereof and prior to the Closing, increase the number of its outstanding Common Shares, then the number of Common Shares to be issued to Morart at the Closing shall be increased by that number of additional shares which Morart would have been entitled to receive had the number of Common Shares which Morart would otherwise have been entitled to receive been issued to it immediately preceding the record date for the payment of any such stock dividend on, or any such increase in the number of, outstanding Common Shares.

Section 7. Assumption of Liabilities. In further consideration of the transfer and delivery by Morart to Mead provided for in Section 5 hereof, at the Closing, Mead shall assume and agree to perform and discharge, and to indemnify and exonerate Morart and Subsidiary against, only the following liabilities and obligations to the extent that the same have not been performed or discharged prior to the Closing:

A. All of the liabilities and obligations of each of the Companies which are shown, reflected or reserved against in its balance sheet as at December 31, 1963, which is referred to in paragraph F of Section 2 hereof;

B. The obligations of each of the Companies under (i) all of its contracts and agreements listed and identified in Schedule A or Schedule B hereto; (ii) all contracts and agreements of each of the Companies entered into in the ordinary and usual course of its business at any time after the date hereof and prior to the Closing which may be cancelled by it, or its assignee, without penalty, on notice of thirty (30) days or less; and (iii) all other contracts and agreements entered into by each of the Companies after the date hereof and prior to the Closing, with the written consent of Mead; and

C. All liabilities and obligations of each of the Companies arising or incurred in the ordinary and usual course of its business after December 31, 1963, and prior to the Closing, except any liabilities or obligations arising out of any

contract or agreement not included within the terms of paragraph B above, and except the liability of either of the Companies for federal income taxes on ordinary taxable net income at rates other than those provided for in subsections (b), (c) and (d) of Section 11 of the Internal Revenue Code of 1954 as amended.

provided, however, that Mead shall not be obligated to assume, perform or discharge, or to exonerate or indemnify either of the Companies against, any liabilities or obligations of either of the Companies of the nature of those for payment of which cash or other property may be retained by Morart under the provisions of Section 5 hereof, or (i) any liabilities or obligations arising out of any breach by the Companies or either of them, at any time prior to the Closing, of any contract, agreement or commitment, except to the extent that such liabilities or obligations are reflected in or reserved against in either of the balance sheets as at December 31, 1963, which are referred to in paragraph F of Section 2 hereof, or (ii) liabilities or obligations of the Companies, or either of them, relating to the sale and/or transfer by either of the Companies of shares of its capital stock (whether issued or unissued), or (iii) liabilities or obligations of either of the Companies relating to the purchase by it of shares of its capital stock.

At the Closing, Morart shall agree to indemnify Mead and save Mead harmless from any and all liability, loss or damage with respect to any liability or obligation of the Companies, or either of them, which is not assumed by Mead under the foregoing provisions.

Section 8. Escrow of Common Shares. At or prior to the Closing, Morart and any one or more of its stockholders shall enter into an Escrow Agreement in the form and containing all of the terms, conditions and provisions set forth in Exhibit 1 (which is attached hereto and made a part of this Agreement), with Mead, and _____ (hereinafter referred to as the "Escrow Agent"), and, at the Closing, such stockholder or stockholders shall deposit with the Escrow Agent, to be held under and subject to all of the terms, provisions and conditions of said Escrow Agreement, a certificate or certificates, endorsed in blank for transfer, representing _____ of the Common Shares received by such stockholder or stockholders upon the distribution provided for in Section 9.

Section 9. Liquidation and Dissolution. As soon as practicable after the Closing, Morart shall distribute the Common Shares issued to it as provided in Section 6 hereof to the holders of the issued and out-

standing shares of its capital stock, in exchange for, and in complete redemption and cancellation of all of such shares. Only full Common Shares shall be so distributed to any such holder, and Mead shall not be obligated to issue any fractional shares. In order to facilitate such distribution, an agent may be appointed by Morart to purchase or sell fractional interests in such Common Shares for the account of its stockholders otherwise entitled to receive fractional interests in such shares.

Each of the Companies shall dissolve and wind up its affairs as promptly as possible after the Closing. After the Closing, neither of the Companies shall, without the written consent of Mead, engage in any business whatsoever.

Section 10. Mutual Conditions. The obligations of each of the parties hereto to consummate the transactions provided for in this Agreement are subject to the fulfillment of each of the following conditions:

A. The Common Shares to be issued by Mead hereunder shall be listed prior to the Closing, upon official notice of issuance, on the New York Stock Exchange.

B. No litigation or proceeding is threatened or pending for the purpose or with the probable effect of enjoining or preventing consummation of the transactions herein provided for.

C. All of the transactions provided for in the Agreement and Plan of Reorganization dated _____, 1964, between ELLAMOR REALTY CORPORATION, a Massachusetts corporation, and Mead shall be consummated at the time of the Closing.

Section 11. Conditions to the Obligations of Morart. The obligations of Morart to consummate the transactions provided for in this Agreement are subject to the fulfillment of each of the following conditions, in addition to the conditions set forth in Section 10 hereof:

A. The representations and warranties of Mead set forth in Section 1 hereof are true and correct on the date hereof and are true and correct as of the Closing with the same force and effect as if made at, and as of the time of, the Closing.

B. Mead shall have fully performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it at or prior to the Closing.

C. Mead shall have delivered to Morart everything to be delivered by it under the provisions of Section 14 hereof.

D. All actions, proceedings, instruments and documents required to carry out this Agreement, or incidental thereto, and all other related legal matters shall have been approved by Morart and its counsel, John S. Begley, Esquire, which approval shall not be unreasonably withheld.

E. The Internal Revenue Service shall have issued a ruling to the effect that, based upon the facts submitted, no taxable gain will be recognized to Morart or its stockholders with respect to the transactions contemplated under this Agreement and Plan of Reorganization and at the time of the Closing any conditions to such tax-free status set forth in such ruling shall have been fulfilled; provided, however, that the conditions set forth in this paragraph E shall be effective only if Morart shall use its best efforts to obtain such a ruling and shall permit Mead's counsel and accountants to participate in the seeking thereof.

Section 12. Conditions to the Obligations of Mead.
The obligations of Mead to consummate the transactions provided for in this Agreement are subject to the fulfillment of each of the following conditions, in addition to the conditions set forth in Section 10 hereof:

A. The representations and warranties of Morart contained in Section 2 hereof are true and correct on the date hereof and shall be true and correct as of the Closing with the same force and effect as if made at, and as of the time of, the Closing.

B. Morart shall have fully performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it, at or prior to the Closing.

C. In all cases of nonassignable contracts, leases, agreements and rights of Morart or Subsidiary, all necessary consents to, or waivers with respect to, the assignment thereof to Mead shall have been obtained from the other party or parties thereto.

D. Morart shall have delivered everything to be delivered by it to Mead under the provisions of Section 14 hereof.

E. If requested by Mead, each of the Companies shall have taken all steps deemed necessary or appropriate by counsel for Mead to change its corporate name, as of the Closing, to a new name bearing no resemblance thereto, or otherwise to make available to Mead such corporate name or any similar name.

F. All of the properties and assets of Subsidiary shall have been transferred to Morart as provided in

paragraph I of Section 4 hereof.

G. All actions, proceedings, instruments and documents required to carry out this Agreement, or incidental thereto, and all other related legal matters shall have been approved by Messrs. Smith & Schnacke as counsel for Mead, which approval shall not be unreasonably withheld.

Section 13. Closing. The consummation of the transactions between Mead and Morart (herein referred to as the "Closing") shall take place at the offices of Mead, 118 West First Street, Dayton, Ohio (or at such other place as may be mutually agreed upon by the parties) at such time and on such date as Mead shall designate by not less than five (5) days' prior written or telegraphic notice to the Company, and all of such transactions shall be effective as of the beginning of business on the day of the Closing. Unless otherwise agreed to in writing by the parties hereto, such date shall not be earlier than 1/19/55 1955, nor later than 1/19/55, 1955.

Section 14. Closing Transactions. At the Closing, the following actions shall be taken and shall be deemed to have occurred simultaneously, and shall be effective as of the beginning of business on the day of the Closing:

A. Mead shall deliver to Morart:

1. A Certificate or Certificates for the number of Common Shares to be issued to Morart hereunder, registered in the name of Morart.

2. Instrument by which Mead assumes and indemnifies each of the Companies against the liabilities and obligations to be assumed by Mead under the provisions of Section 7 hereof, in form satisfactory to counsel for Morart.

3. Copy of resolutions of Mead's Board of Directors authorizing the execution and delivery of this Agreement and the transactions contemplated hereby, certified by the Secretary of Mead.

4. Opinion of Messrs. Smith & Schnacke, counsel for Mead, dated the date of the Closing, that:

(a) Mead is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio;

(b) Proper legal corporate authorization has been taken by Mead to undertake and consummate the transactions contemplated by this Agreement;

(c) The Common Shares issued by Mead to Morart pursuant to this Agreement are validly issued, full-paid and nonassessable, and their issuance has not violated the pre-emptive rights of Mead's shareholders;

(d) Mead has full power and authority to acquire the assets of Morart and to assume the liabilities and obligations of Morart as provided in this Agreement;

(e) The execution, performance and consummation by Mead of this Agreement will not result in any breach of, or any default under, any agreement to which Mead is a party and of which counsel for Mead has knowledge or should after reasonable inquiry have knowledge.

5. Certificate signed by the President and Treasurer of Mead, in form satisfactory to counsel for Mead, certifying that to the best of their knowledge and belief the conditions specified in paragraphs A and B of Section hereof are true and correct and have been fulfilled as of the time of the Closing.

6. Evidence of the listing upon official notice of issuance on the New York Stock Exchange of the Common Shares to be issued by Mead to Morart hereunder.

7. All such certificates and documents as may reasonably be necessary to assure Morart and counsel for Morart, that the provisions of and conditions specified in this Agreement to be performed or satisfied by Mead have been performed or satisfied.

B. Morart shall deliver to Mead:

1. Such deeds, bills of sale, assignments and other instruments of conveyance with appropriate warranties, as in the opinion of counsel for Mead are necessary or desirable to convey, transfer and assign to Mead all of the properties and assets to be transferred and delivered to Mead hereunder and vest in Mead good record and indefeasible, marketable title in fee simple thereto in accordance with the provisions of this Agreement, all of the foregoing to be in form satisfactory to counsel for Mead.

2. Such instruments or certified copies thereof, if any, as may be requested by counsel for Mead with respect to the use of the corporate name of each of the Companies or any part thereof or any similar names and with respect to any change in such corporate name requested by Mead.

3. Evidence of delivery prior to the Closing of all such deeds, bills of sale, assignments and other instruments of conveyance as, in the opinion of counsel for Mead, shall have been necessary or desirable to convey, transfer and assign to Morart, all of the properties and assets of Subsidiary to be transferred and delivered to Morart hereunder and vest in Morart good record and indefeasible, marketable title thereto in accordance with the provision of this Agreement, all in form satisfactory to counsel for Mead, together with executed, original copies of all such instruments.

4. Copy of resolutions of the Board of Directors of Morart authorizing this Agreement and the transactions and actions provided for herein, certified by Morart's Clerk.

5. Copy of resolutions of the stockholders of Morart granting the necessary authorizations and approvals of the transactions and actions contemplated in this Agreement, certified by Morart's Clerk.

6. Copy of resolutions of the Board of Directors of Subsidiary authorizing its liquidation and the transfer of its properties and assets to Morart, certified by the Secretary of Subsidiary.

7. Copy of resolutions of the Stockholders of Subsidiary authorizing its liquidation and the transfer of its properties and assets to Morart, certified by the Secretary of Subsidiary.

8. Opinion of John S. Begley, Esquire, as counsel for Morart, dated the date of the Closing, that:

(a) All proceedings required by law or by the provisions of this Agreement to be taken by Morart and by its directors and its stockholders in connection with the transactions and actions provided for in this Agreement have been duly and validly taken, and Morart is duly authorized and empowered to undertake and consummate the transactions and actions provided for in this Agreement.

(b) All proceedings required by law or otherwise by Morart, Subsidiary and their respective stockholders, shareholders and Board of Directors with respect to the liquidation of Subsidiary have been duly and validly taken, and all of the properties and assets of Subsidiary have been duly and validly transferred, conveyed and assigned to Morart and are owned by it immediately prior to the conveyance, transfer and assignment thereof to Mead.

(c) Morart, immediately prior to the conveyance, transfer and assignment thereof to Mead, has good record and indefeasible, marketable title in fee simple to all of the real properties reflected in its balance sheet as at December 31, 1964, referred to in paragraph F of Section 2 hereof or in Subsidiary's balance sheet as at December 31, 1963, referred to in said paragraph F, and any other real

properties to be conveyed to Mead hereunder, free and clear of all liens and encumbrances whatsoever except property taxes and/or assessments not yet due and payable.

(d) Under the leases of Morart and/or Subsidiary listed and identified in Schedule A or Schedule B hereto, and any other leases to be assigned to Mead hereunder, Morart and/or Subsidiary has the exclusive right to possess and enjoy each of the properties, lands, plants and structures subject thereto, subject only to the terms and conditions set forth in the lease or leases pertaining thereto, and neither of the Companies is in default under any of said leases, and the lessor of any real property subject to any of said leases has good record and indefeasible, marketable title in fee simple to such real property free and clear of all liens and encumbrances whatsoever except real property taxes and/or assessments not yet due and payable and the rights of lessee under such lease.

(e) Examination has been made of the appropriate records in each jurisdiction where either of the Companies has personal property and there are no liens or encumbrances of record with respect to the personal property owned by either of the Companies.

(f) The instruments of conveyance, transfer and assignment from Morart to Mead of the properties and assets to be transferred to Mead hereunder, vest in Mead good record and marketable, indefeasible title in fee simple to all of such properties, real and personal, free and clear of all liens and encumbrances whatsoever except property taxes and/or assessments not yet due and payable.

(g) Morart has full power and authority to transfer and deliver to Mead all of its properties and assets to be transferred to Mead hereunder (except contracts

nonassignable by their terms or by operation of law), and all instruments executed and delivered by Morart to Mead hereunder are legally effective in accordance with their respective terms.

(h) The performance and consummation by Morart of this Agreement is not in contravention of any applicable federal, state or local law; provided, however, that this clause shall not be construed to apply to any matters concerning Mead which have not been considered by counsel for Morart.

(i) The execution, performance and consummation by Morart of this Agreement will not result in any breach of, or any default under, any agreement to which Morart or Subsidiary is a party and of which counsel for Morart has knowledge or should after reasonable inquiry have knowledge, except as to agreements which, by their terms, are nonassignable.

9. Certificate signed by the President and Treasurer of Morart, in form satisfactory to counsel for Mead, certifying that to the best of their knowledge and belief the conditions specified in Paragraphs A and B of Section 10 hereof are true and correct and have been fulfilled as of the time of the Closing.

10. Such instruments or certified copies thereof, if any, as may be requested by counsel for Mead with respect to the use of the corporate names of the Companies or any parts thereof or any similar names and with respect to any changes in such corporate names requested by Mead.

11. Certificates signed by such number of the stockholders of Morart as is considered necessary or advisable by counsel for Mead with respect to the Securities Act of 1933, such certificates to state that the stockholder signing the same intends to acquire and hold for investment any Common Shares which he or she may receive in the liquidation of Morart, and that he or she will not receive the same with a view to the distribution thereof.

C. Morart and its stockholders, Mead and the Escrow Agent shall execute and deliver the Escrow Agreement provided for under the provisions of Section 8 hereof.

D. Morart shall deliver to Mead the agreement on its part provided for in Section 7 hereof, together with all such certificates and documents as may reasonably be necessary to assure Mead and its counsel that the provisions of, and conditions specified in this Agreement, to be performed or satisfied by any of the Companies have been performed or satisfied.

E. Morart and its stockholders shall deliver to the Escrow Agent a certificate or certificates representing the number of Common Shares to be delivered to the Escrow Agent under the provisions of Section 8 hereof, endorsed in blank for transfer.

Section 15. Fire or Other Casualty and Eminent Domain. If, after the date hereof and prior to the Closing, any part of the properties or assets of either of the Companies is lost, damaged or destroyed by fire or other casualty, or is taken by eminent domain or threatened thereby, this Agreement and the transactions contemplated hereunder shall nevertheless be performed and consummated according to the terms and provisions hereof; provided, however, that (without limitation to the generality of the provisions of Section 5 hereof) in the event of any such loss, damage, destruction or taking, Morart shall, at the Closing, include in the properties and assets transferred and delivered to Mead pursuant to Section 5 hereof, the net amount of any insurance proceeds collected by either of the Companies with respect thereto (after deduction of any expenses incurred with Mead's consent in connection with such collection), or the amount of any compensation received with respect to such taking, and an assignment of all rights under any policies of insurance covering such loss, damage or destruction or to compensation due with respect to such taking. Morart shall have no further obligation to Mead with respect to any such loss, damage or destruction or taking by eminent domain or threat thereof, unless either of the Companies shall have failed to maintain, or increase upon request by Mead, insurance coverage as provided in paragraph F of Section 4 hereof, in which event, Morart shall pay to Mead the difference between (a) the lesser of (1) the amount of insurance coverage provided for in paragraph F of Section

4 hereof, or (ii) the actual loss sustained thereby, and (b) the amount of the gross insurance proceeds collected for such loss.

Section 16. Further Assurances. Each of the Companies shall at any time and from time to time after the Closing, execute and deliver or cause to be executed and delivered such further conveyances, assignments and other written assurances and instruments as Mead shall reasonably request in order to vest and confirm in Mead title to the assets and properties to be, and intended to be, transferred, assigned and conveyed hereunder and to carry out the terms and provisions of this Agreement.

Section 17. Modifications of this Agreement. Each of the parties hereto by any of its officer or officers authorized by its Board of Directors, may consent or agree to (i) any modification or amendment of this Agreement except as to the number of Common Shares to be issued to Morart hereunder, the properties and assets to be transferred to Mead hereunder and the liabilities and obligations of each of the Companies to be assumed hereunder, (ii) any termination of this Agreement at any time prior to the Closing, and (iii) any change of the time, date and place of the Closing; may waive any of the conditions to obligations provided for hereunder; and may take any and all such action and do all such things as may be necessary, convenient or desirable in connection with the transactions contemplated under this Agreement. No such modification or termination of this Agreement, nor any waiver of the representations, warranties, covenants or conditions contained in this Agreement, shall give rise to any liability for damages on the part of the directors, officers or shareholders of any party hereto to any person.

Section 18. Damages. In the event that the transactions contemplated by this Agreement are not carried out by reason of the inability of either of the parties hereto to fulfill any of the conditions specified in this Agreement, none of the parties shall be responsible to anyone for any damages or otherwise by reason thereof.

Section 19. Nonassignability of this Agreement. This Agreement shall not be assignable by either party hereto. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

Section 20. Survival of Representations, Warranties and Covenants. All representations, warranties and covenants contained in this Agreement shall survive the Closing and any and all investigations made by or on behalf of Mead.

Section 21. No Commissions. Each party hereto represents and warrants to the other party hereto that no commissions, or broker's or finder's fees are payable by, through or on account of any acts of such party or its representatives; and each party hereto agrees to hold the other party hereto harmless from any and all liabilities and expenses in connection with any claim made by, through or on account of any acts of it or its representatives.

Section 22. Controlling Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio.

Section 23. Notices. Except as otherwise expressly authorized herein, all notices hereunder shall be in writing and if to Mead shall be delivered or sent by registered mail to Mead at 118 West First Street, Dayton 2, Ohio, and if to either of the Companies shall be delivered or sent by registered mail at the address indicated below:

<u>Company</u>	<u>Address</u>
Morart Gravure Corporation	_____ _____
Morart-Oxford Corporation	_____ _____

Section 24. Merger of Negotiations. All negotiations between the parties are merged in this Agreement, and there are no understandings and agreements other than those incorporated herein. This Agreement may not be modified in any respect except by an instrument in writing duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their duly authorized officers as of the day and year first above written.

THE MEAD CORPORATION

By _____
President

Attest:

Secretary

MORART GRAVURE CORPORATION

By _____
President

Attest:

Secretary

ASSUMPTION AGREEMENT

THIS AGREEMENT, made and delivered as of the 1st day of July, 1964, by and between THE MEAD CORPORATION, an Ohio corporation (hereinafter referred to as "Mead") and MORART GRAVURE CORPORATION, a Massachusetts corporation (hereinafter referred to as "Gravure"),

WITNESSETH THAT:

WHEREAS, on April 15, 1964, Mead and Gravure entered into an Agreement and Plan of Reorganization pursuant to which Gravure's wholly-owned subsidiary, MORART-OXFORD CORPORATION, an Ohio corporation (hereinafter referred to as "Oxford"), has been merged into Gravure and all of Oxford's properties and assets have thereby been vested in Gravure subject to Oxford's liabilities; and

WHEREAS, under the terms of said Agreement and Plan of Reorganization, Gravure has agreed to transfer to Mead substantially all of Gravure's properties and assets, including the properties and assets of Oxford so vested in Gravure, and, as part of the consideration therefor, Mead has agreed to indemnify and exonerate Gravure against and from certain liabilities of Gravure and Oxford (Gravure and Oxford being hereinafter referred to, jointly, as "the Companies"), and Gravure has agreed to indemnify and exonerate Mead against and from any liabilities of either of the Companies which is not so assumed by Mead,

NOW, THEREFORE, in consideration of such transfer, and the undertakings hereinafter set forth by Gravure, Mead hereby assumes and agrees to perform and discharge, and to indemnify and exonerate Gravure against and from the following liabilities and obligations of the Companies to the extent existing at the time of the delivery hereof:

A. All of the liabilities and obligations of each of the Companies which are shown, reflected, or reserved against in its balance sheet as at December 31, 1963, which is referred to in paragraph F of Section 2 of said Agreement and Plan of Reorganization;

B. The obligations of each of the Companies under (i) any of the contracts or agreements listed and identified in Schedule A which is attached hereto and made a part hereof; (ii) any contracts or agreements of either of the Companies entered into in the ordinary and usual course of its business at any time after April 15, 1964, and prior to the beginning of business on the date hereof which may be cancelled by it, or its assignee, without penalty, on notice of thirty (30) days or less; and (iii) any other contracts and agreements entered into by either of the Companies after the date hereof and prior to the closing, with the written consent of Mead; and

C. All liabilities and obligations of each of the Companies arising or incurred in the usual course of its business after December 31, 1963, and prior to the beginning of business on the date hereof, except any liabilities or obligations arising out of any contract or agreement not included within the terms of paragraph B above, and except liabilities, if any, of either of the Companies for Federal income taxes on ordinary taxable net income at rates other than those provided for in Subsections (b), (c) or (d) of Section 11 of the Internal Revenue Code of 1954, as amended;

PROVIDED, HOWEVER, that Mead does not assume, and does not agree to perform or discharge or to indemnify or exonerate Gravure against:

A. Any liability for any attorneys' fees, accountants' fees or other expenses incurred by either of the Companies in connection with the formulation of the agreement and plan of reorganization set forth, and the consummation of the transactions provided for, in said Agreement and Plan of Reorganization; or

B. Any liabilities or obligations arising out of any breach or default by either of the Companies at any time prior to the date hereof of or under any contract, agreement or commitment, except to the extent that such liabilities or obligations are reflected or reserved against in either of the balance sheets as at December 31, 1963, which are referred to in paragraph F of Section 2 of said Agreement and Plan of Reorganization; or

C. Any liabilities or obligations of either of the Companies relating to the sale and/or transfer by it of shares of its capital stock (whether issued or unissued); or

D. Any liabilities or obligations of either of the Companies relating to the purchase by it of shares of its capital stock.

IN CONSIDERATION OF THE FOREGOING, Gravure, for itself and its successors, hereby agrees to indemnify and save Mead harmless against and from any and all liability, loss, damage or expenses arising out of, or incurred in connection with any liability or obligation of either of the Companies which is not assumed by Mead under the foregoing provisions.

IN WITNESS WHEREOF, Mead and Gravure have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

THE MEAD CORPORATION

By G.H. Sheets
Secretary or Vice President

Attest:

Albert H. Sealy, Jr.
Assistant Secretary

MORART GRAVURE CORPORATION

By Edward H. Allen
Vice President

Attest:

Meriel M. Allen
Clerk

SCHEDULE A

to

ASSUMPTION AGREEMENT

between

THE MEAD CORPORATION AND MORART GRAVURE CORPORATION

1. Lease dated August 1, 1955, by Ellamor Realty Corporation to Morart Gravure Corporation of premises conveyed to Ellamor Realty Corporation by deed of the City of Holyoke (Gas and Electric Department) dated October 25, 1950.
2. Lease dated January 23, 1963, by City of Holyoke (Gas and Electric Department) to Morart Gravure Corporation of portions of first and second floors of Building No. 507 known as the Hadley Mills property.
3. Oral lease by Ellamor Realty Corporation to Morart Gravure Corporation, of parking lot on Monmouth Street, Dayton, Ohio, conveyed to Ellamor Realty Corporation by deed of Dayton Forging and Heat Treating Co., dated on or about October 29, 1956.
4. Oral agreement between Fred Strype and Morart Gravure Corporation terminable on one year's notice.
5. Agreement dated January 29, 1964 between Morart Gravure Corporation, Holyoke Division, and the International Brotherhood of Bookbinders, AFL-CIO, and its Local Union No. 57.
6. Agreement dated November 3, 1962 between Morart Gravure Corporation, Dayton Division, and the Dayton Printing Specialty and Paper Products Union No. 699.
7. Full Coverage Maintenance Agreement dated February 27, 1963 between Morart Gravure Corporation and Victor Machines Co., Division/Victor Comptometer Corporation.
8. Full Coverage Maintenance Agreement dated January 31, 1958, between Victor Adding Machine Co. and Morart Gravure Corporation.
9. Full Coverage Maintenance Agreement dated May, 1961 between Victor Adding Machine Co. and Morart Gravure Corporation.
10. Agreement dated August 1, 1963, between Formica Corporation and Morart-Oxford Corporation.

11. Maintenance Service Agreement dated June 18, 1959, between Minneapolis-Honeywell Regulator Company and Morart-Oxford Corporation.
12. Full Coverage Maintenance Agreement dated October 2, 1958, between Victor Adding Machine Company and Morart-Oxford Corporation.
13. Equipment Maintenance Agreement dated November 15, 1959, between International Business Machines Corporation and Morart-Oxford Corporation.
14. Electric Typewriter Maintenance Agreement dated February 16, 1958, between International Business Machines Corporation and Morart-Oxford Corporation.
15. Equipment Maintenance Agreement dated March 26, 1957, between International Business Machines Corporation and Morart-Oxford Corporation.
16. Time Equipment Maintenance Agreement dated October 17, 1957, between International Business Machines Corporation and Morart-Oxford Corporation.
17. Time Equipment Maintenance Agreement dated March 26, 1958, between International Business Machines Corporation and Morart-Oxford Corporation.
18. Annual Maintenance Agreement dated November 10, 1959, between Royal McBee Corporation and Morart-Oxford Corporation.
19. Service Agreement dated June 2, 1960, between Van Dyne-Crotty, Inc. and Morart-Oxford Corporation.
20. Postage Meter Rental Agreement dated October 6, 1960, between Pitney-Bowes, Inc. and Morart-Oxford Corporation.
21. Quarterly Machine Inspection Agreement dated December 23, 1960, between Pitney-Bowes, Inc. and Morart-Oxford Corporation.
22. Letter agreement dated October 27, 1960, between Morart Gravure Corporation and Fabricon Products, of River Rouge, Michigan.

ESCROW AGREEMENT

THIS AGREEMENT, made this 6th day of July, 1964, by and among Charles E. Moriarty; Edward H. Allen; Muriel M. Allen; and said Edward H. Allen and said Muriel M. Allen as Joint Tenants; Muriel M. Allen, Guardian for Mary Ellen Allen, a Minor; and Muriel M. Allen, Guardian for Jane Muriel Allen, a Minor (hereinafter referred to, collectively, as the "Depositors", and sometimes, severally and respectively, as the "Depositor"); MORART GRAVURE CORPORATION, a Massachusetts corporation (hereinafter referred to as the "Company"); THE MEAD CORPORATION, an Ohio corporation (hereinafter referred to as "Mead"); and JOHN S. BEGLEY and JOSEPH A. WILLIAMS (hereinafter referred to as the "Escrow Agents"),

W I T N E S S E T H T H A T

WHEREAS, in accordance with the terms and provisions of the Agreement and Plan of Reorganization dated April 15, 1964 between the Company and Mead, on the date hereof the Company has transferred and delivered to Mead substantially all of the Company's properties and assets and, in exchange therefor, Mead has issued to the Company Common Shares of the par value of Five Dollars (\$5.00) per share of Mead and has executed and delivered to the Company the instrument which, marked Exhibit A, is attached hereto and made a part hereof, by the terms of which Mead has assumed and agreed to pay or perform certain liabilities and obligations of the Company; and

WHEREAS, in accordance with the provisions of said Agreement and Plan of Reorganization (hereinafter referred to as the "Plan") said Mead Common Shares have been distributed to the Company's shareholders, and each of the Depositors, as one of such shareholders, upon execution and delivery of this Agreement, has deposited with the Escrow Agent the certificate, registered in such Depositor's name and endorsed in blank for transfer, which is set forth opposite such Depositor's name, for the number of such Mead Common Shares indicated, as follows:

<u>Depositor</u>	<u>Certificate Number</u>	<u>Number of Shares</u>
Charles F. Moriarty	_____	1,897
Edward H. Allen	_____	69
Muriel M. Allen	_____	69
Edward H. Allen and Muriel M. Allen, as Joint Tenants	_____	577
Muriel M. Allen, Guardian for Mary Ellen Allen, a Minor	_____	69
Muriel M. Allen, Guardian for Jane Muriel Allen, a Minor	_____	69
Total Shares		2,750

NOW, THEREFORE, it is hereby agreed by and among all of the parties hereto as follows:

Section 1. The Deposit. The Escrow Agents hereby acknowledge receipt of the certificate deposited with them by each of the Depositors and agree to hold the Mead Common Shares represented thereby for the account of such Depositor in accordance with, and under and subject to all of the terms, provisions and conditions hereinafter set forth.

Section 2. Registration of Shares. Each of the Depositors hereby appoints the Escrow Agents as his or her attorneys to arrange for the transfer of the Mead Common Shares represented by the certificate deposited with the Escrow Agents by such Depositor to the name of the Escrow Agents. Unless and until the Escrow Agents receive written instructions from Mead to do so, they shall not cause such shares to be so transferred, unless such transfer is necessary for their compliance with the provisions of Section 9 or Section 10 hereof.

Section 3. Substitution. Any Depositor may, at any time, substitute for all or any part of the Mead Common Shares held for his or her account hereunder either (i) cash in an amount equal to the market value (as defined in Section 8 hereof) or the date hereof of the Mead Common Shares for which the same is substituted, or (ii) U. S. Government Bonds having a market value (as defined in Section 8 hereof) on the date of such substitution equal to the market value on the date hereof of the Mead Common Shares for which the same are substituted. Upon delivery to the Escrow Agents of such cash or U. S. Government Bonds by any Depositor, the Escrow Agents shall transfer and deliver to such Depositor the Mead Common Shares for which such property is substituted.

Section 4. Dividends. Each of the Depositors shall be entitled to receive and retain any cash dividends or interest paid with respect to any securities held for such Depositor's account hereunder, and if any such dividend or interest is paid to the Escrow Agents by reason of the registration of any such security in the names of the Escrow Agents or otherwise, the Escrow Agents shall pay the same over to such Depositor, after deducting therefrom any taxes payable by the Escrow Agents with respect thereto.

In the event that, by reason of any dividend, stock split or reclassification or otherwise, any new, substituted or additional shares or other securities are issued with respect to any Mead Common Shares or other securities held hereunder for the account of any Depositor, all such new, substituted or additional securities, if issued to the Escrow Agents, shall be retained by the Escrow Agents, or, if issued to such Depositor, shall be delivered to the Escrow Agents promptly after such Depositor's receipt of the same, endorsed (if endorsement is necessary for transfer of the same) in blank for transfer, and the same shall thereafter be held by the Escrow Agents for such Depositor's account under and subject to all of the terms, provisions and conditions hereof.

If any warrants or other rights to purchase additional securities are, at any time, issued with respect to any Mead Common Shares or other securities held hereunder for the account of any Depositor, such Depositor shall have the right to exercise or dispose

Depositor of any cash required to effect such exercise, and, provided further, that if the exercise or disposition of such rights would materially dilute the equity of the securities with respect to which such rights were issued, then the securities or other property received upon the exercise or disposition of such rights, if issued or paid to the Escrow Agents, shall be retained by the Escrow Agents, or, if issued or paid to such Depositor, shall be delivered to the Escrow Agents promptly after such Depositor's receipt of the same, endorsed (if endorsement is necessary for transfer of the same) in blank for transfer, and the same shall thereafter be held by the Escrow Agents for such Depositor's account under and subject to all of the terms, provisions and conditions hereof.

Section 5. Voting Rights. Each of the Depositors shall be entitled to exercise any and all voting rights to give consents and waivers of notice with respect to any securities held from time to time hereunder for his or her account, which such Depositor would be entitled to exercise if he or she were the absolute owner of such securities, and during such times as any of such securities are registered in the name of the Escrow Agents, the Escrow Agents shall, from time to time upon request by such Depositor, execute and deliver to such Depositor, or his or her nominee, suitable powers of attorney or proxies with respect to such securities.

Hadley Falls Surver, of Holyoke, Mass. (unatt.)
Section 6. The Representative. The Company and the Depositors hereby appoint Safe Deposit Bank and Trust Company as the Representative to act as the agent of the Company and the Depositors for all purposes hereof. The Representative shall have full and complete power and authority for and on behalf of the Company and the Depositors,

A. To make, execute and deliver, and to receive and receipt for, any and all notices, advices, directions, instructions, certificates, consents, releases, waivers, agreements, demands and other instruments which might be made, executed or delivered, received or receipted for by the Company or the Depositors, or any of them, in connection with any matter relating to this

Agreement or any provision hereof, and to make, execute and deliver agreements modifying or amending this Agreement;

B. To compound, compromise, settle, adjust or abandon any and all claims by or against the Company or the Depositors, or any of them, of every kind and nature which may arise hereunder or in connection with any obligation secured hereby, and to make, execute and deliver, and receive and receipt for, agreements, releases and other documents in connection therewith; and

C. To do any and all other acts and things in connection with this Agreement and the matters provided for hereunder which the Representative may deem necessary or desirable.

Any such action by the Representative shall be binding upon the Company and upon the Depositors as fully as though taken by the Company and the Depositors, and the Representative may freely act under all or any of the powers granted to the Representative in this Agreement without notice to, or the consent or approval of, the Company, any Depositor or any other person whatsoever, notwithstanding that the Representative may also be acting individually or as agent for any other person, firm or corporation interested in the same matter, and the Representative shall be accountable only for his own fraud or misappropriation of property and, as to these, only for his own acts.

The Escrow Agents and Mead shall be entitled to rely upon any notice, direction, advice, certificate, consent, release, waiver, agreement or other document when signed by the Representative.

In the event that the Representative, or any successor to the Representative appointed as hereinafter provided, shall die, resign or for any reason shall be unable to continue to act hereunder, his or her successor shall be promptly designated by any Depositors by whom a majority of the Mead Common Shares (deposited with the Escrow Agents on the date hereof) was so deposited, and the Escrow Agents shall recognize such successor as the Representative, and such successor shall succeed to and be vested with all of the powers, discretions and immunities of the Representative hereunder upon receipt by the Escrow Agents of a written instrument evidencing such designation and signed by the Depositors making the same.

The appointment or any designation of the Representative or any successor Representative provided for above, and any act or thing done by the Representative or any such successor in accordance with the powers granted to the Representative hereunder shall be binding upon the heirs, executors, administrators and assigns of each of the Depositors and shall not be revoked by the death or incapacity of any Depositor or any other person.

Section 7. Definitions. As used throughout this Agreement:

A. The term "receivables balance" shall mean the aggregate amount of all accounts receivable and other indebtedness owed to the Company which was listed or reflected in the Company's balance sheet as at December 31, 1963, which is referred to in paragraph F of Section 2 of the Plan, other than any such indebtedness,

(1) owed by Ellamor Realty Corporation or Mead;

(2) charged off on the books of the Company prior to December 31, 1963, as a bad debt and deducted as an expense in determining the retained earnings of the Company as at December 31, 1963; or

(3) to the extent actually paid prior to the beginning of business on the date hereof.

B. The term "bad debt allowance" shall mean an amount equal to the aggregate amount, if any, paid to the Company or Mead after December 31, 1963, in payment, in full or in part, of any accounts receivable or other indebtedness owed to the Company which was charged off on its books as a bad debt prior to December 31, 1963, and not restored on the Company's books prior to such date.

C. The term "applicable payments" shall mean all payments received by the Company or Mead in payment of any indebtedness included in the receivables balance. In determining the amount of any applicable payments with respect to any such indebtedness:

(1) Any amount applied after the date hereof and prior to April 15, 1965, with respect to such indebtedness, by or with the approval of Mead, as a credit allowance or discount to the debtor shall be deemed to be a payment with respect to such indebtedness; and

(2) All payments with respect to such indebtedness made by the debtor to the Company or Mead after December 31, 1963, shall be applied in payment of any part of such indebtedness of such debtor arising prior to such date; provided, however, that if all or any part of any account receivable is in default at the time of payment under the terms of payment of the invoice issued at the time such indebtedness arose (the due date thereunder to be deemed to be not less than sixty (60) days from the date of such invoice, notwithstanding any lesser due date provided for therein), then all such payments by the debtor shall be applied in the following order: first, to indebtedness of such debtor not so in default arising prior to December 31, 1963, next to indebtedness of such debtor arising on or after December 31, 1963, and the balance to indebtedness of such debtor so in default arising prior to December 31, 1963.

D. The term "market value", when used with respect to any Mead Common Shares held hereunder, shall mean the mean between the highest and lowest selling prices of such shares on the New York Stock Exchange on the day immediately preceding the date of computation, or, if no sale occurred on such day on said exchange, then on the next preceding day upon which a sale thereof occurred on such exchange, and, when used with respect to any U. S. Government Bonds held hereunder, shall mean the mean between the bid and asked prices thereof on the day immediately preceding the date of computation, or if such prices are not available on such date, then on the next preceding day for which such prices are available.

E. The term "final judgment of a court" shall mean a judgment which is not stayed by supersedeas, or the judgment of an appellate court after denial

of rehearing or the expiration of the time within which a rehearing may be sought.

F. The term "pro rata share" when used with respect to the setting aside or distribution of, or the addition of any property removed from the Claim Fund to, the property held hereunder for the account of any Depositor, shall mean that proportion of the amount of all property which at the time is to be set aside, distributed or added, which the number of Mead Common Shares deposited by such Depositor with the Escrow Agents on the date hereof bears to the total number of Mead Common Shares deposited with the Escrow Agents on the date hereof.

Section 8. Purposes of the Escrow. The Mead Common Shares have been deposited with the Escrow Agent hereunder for the following purposes:

A. To reimburse Mead (in the manner set forth in Section 9 hereof) to the extent that the bad debt allowance is exceeded by the amount of the receivables balance remaining unpaid after application of all applicable payments made on or before April 15, 1965; and

B. To secure payment (in the manner set forth in Section 10 hereof) of any and all liabilities and obligations of the Company not assumed by Mead under the provisions of Exhibit A hereto, including (without limitation thereto) the obligation assumed by the Company in said Exhibit A to indemnify and hold Mead harmless against and from any liability or obligation of the Company not assumed by Mead.

Section 9. Reimbursement for Unpaid Receivables. On or prior to May 15, 1965, Mead shall deliver to the Escrow Agents a written statement, in duplicate, stating (i) the amount of the receivables balance remaining unpaid after proper application of all applicable payments made on or prior to April 15, 1965, and (ii) the amount of the bad debt allowance, together with a schedule listing all items of unpaid indebtedness included in the computation of such unpaid receivables balance and setting forth the computation of the bad debt allowance. Upon its receipt thereof, the Escrow Agent shall mail such schedule and one copy of such statement to the Representative, and,

1. If, within thirty (30) days after such mailing, the Escrow Agents do not receive from the Representative written notice that the amounts set forth in such statement by Mead are disputed, or if, within such thirty (30) day period, the Escrow Agents are advised by the Representative in writing that such amounts are not disputed, then upon the expiration of such thirty (30) day period or upon receipt by the Escrow Agents of such written advice, whichever is earlier, such amounts shall, for all purposes hereof, be conclusively determined to be as set forth in such statement.

2. If, within such thirty (30) day period, the Escrow Agents do receive from the Representative written notice that either or both of such amounts are disputed, then upon receipt by the Escrow Agents of a written agreement between the Representative and Mead, or the certificate provided for in Section 12 hereof, as to such amounts, such amounts shall, for all purposes hereof, be conclusively determined to be as set forth in such agreement or certificate, as the case may be.

Upon final determination of such amounts under the provisions of A or B above, the Escrow Agents shall set aside (in the manner provided in Section 13 hereof) cash and/or securities held hereunder having an aggregate market value on the effective date of such determination equal to the amount by which the amount of such unpaid receivables balance as so determined exceeds the amount of the bad debt allowance as so determined, and, upon delivery to the Escrow Agents of an assignment or assignments by Mead to the Depositors of all unpaid indebtedness included in the computation of such unpaid receivables balance as so determined and any security held by Mead for payment thereof, the Escrow Agents shall transfer and deliver any such cash and securities so set aside to Mead or, if so instructed by Mead, shall sell such securities and deliver the proceeds thereof, together with any such cash, to Mead.

Section 10. Payment of Unassumed Liabilities.

If, at any time or from time to time prior to the termination date (provided in Section 11 hereof), the Escrow Agents receive a written statement, in duplicate, from Mead stating that a claim has been asserted against Mead with respect to any obligation or liability of the Company which was not assumed by Mead under the provisions of Exhibit A hereto and setting forth the nature and amount of such claim, the Escrow Agents shall thereupon mail one copy of such statement to the Representative, and,

A. If, within thirty (30) days after such mailing, the Escrow Agents do not receive a written notice from the Representative stating that all or any part of such obligation or liability was assumed by Mead, or if, within such thirty (30) day period, the Escrow Agents receive advice in writing from the Representative that such obligation or liability was not assumed by Mead, then, upon the expiration of such thirty (30) day period or receipt by the Escrow Agents of such advice, whichever is earlier, it shall be conclusively determined that such obligation or liability, if any there is, is the Company's and not the obligation or liability of Mead.

B. If, within thirty (30) days after such mailing, the Escrow Agents do receive a written notice from the Representative stating that all or any part of such obligation or liability was assumed by Mead, then upon receipt by the Escrow Agents of a written agreement between Mead and the Representative, or the certificate provided for in Section 12 hereof, as to the extent to which such liability or obligation was assumed by Mead, it shall be conclusively determined that such obligation or liability, if any there is, is the Company's and not the obligation or liability of Mead to the extent to which, as stated in such agreement or certificate, as the case may be, it was not assumed by Mead.

If it is determined as above set forth that all or any part of such obligation or liability, if any there is, is the Company's, then upon such determination the Escrow Agents shall set aside (in the manner provided in Section 13 hereof) in a separate fund (hereinafter referred to as the "Claim Fund") cash and/or securities held hereunder having an aggregate market value on the date of such determination equal to the amount of such claim as stated in such statement by Mead, reduced to the extent, if any, that it has been so determined that such obligation or liability was assumed by Mead under the provisions of Exhibit A hereto; provided, however, that if such determination shall not be made prior to the termination date, then immediately prior to the termination date, the Escrow Agents shall set aside (in the manner provided in Section 13 hereof) in the

Claim Fund cash and/or securities held hereunder then having an aggregate market value equal to the amount of such claim as stated in such statement by Mead and, upon such determination, shall remove from the Claim Fund sufficient cash and/or securities to reduce the aggregate market value (on the date of such determination) of the cash and/or securities held in the Claim Fund with respect to such claim, to an amount equal to the amount of such claim as so stated reduced to the extent, if any, that it has been so determined that such liability or obligation was assumed by Mead, and thereafter the Escrow Agents shall add a pro rata share of the property so removed to the property held hereunder for the account of each of the Depositors.

Any cash and securities, from time to time set aside in the Claim Fund, shall thereafter be held by the Escrow Agents under and subject to the following terms and conditions:

A. Upon receipt by the Escrow Agents of written notice from Mead that all or any part of the property allocated to the Claim Fund as above set forth is to be removed from the Claim Fund, the Escrow Agents shall remove the property designated in such notice from the Claim Fund and add a pro rata share thereof to the property held hereunder for the account of each of the Depositors.

B. Upon receipt by the Escrow Agents of written notice by the Representative and Mead that cash in the amount stated in such notice is to be paid to Mead for application in payment of all or any part of any claim with respect to which property has been set aside in the Claim Fund, the Escrow Agents shall sell a sufficient number of the securities then held in the Claim Fund to provide the cash necessary, in addition to any cash then held in the Claim Fund, to pay such amount, and promptly thereafter shall pay such amount in cash to Mead for such purpose.

C. Upon receipt by the Escrow Agents of written notice that a final judgment has been entered in connection with any claim with respect to which property has been set aside in the Claim Fund, then (i) if such judgement is in favor of the claimant, the Escrow Agents shall sell a sufficient number of the securities then held in the Claim Fund to provide the cash necessary, in addition to any cash then held in the Claim Fund, to pay the amount necessary to fully discharge

such judgment and claim (reduced to the extent it has been determined as above set forth that the liability or obligation giving rise to such claim was not assumed by Mead), and promptly thereafter shall pay such amount (as so reduced) in cash to Mead for such purpose.

If either of the events provided for in B and C above shall occur with respect to any claim, then upon such occurrence,

1. If such occurrence is prior to the termination date and if the aggregate market value of the securities sold to provide cash for payment to Mead, increased to the extent of any additional cash held in the Claim Fund which is paid to Mead, is then greater than the then aggregate market value of any property set aside in the Claim Fund with respect to such claim, the Escrow Agents shall set aside in the Claim Fund (in the manner provided in Section 13 hereof) additional cash and/or securities then having an aggregate market value equal to such deficiency; or

2. If the aggregate market value of the securities so sold, increased to the extent of such additional cash, is less than the then aggregate market value of any property set aside in the Claim Fund with respect to such claim then (whether or not such occurrence is prior to the termination date) the Escrow Agents shall remove from the Claim Fund property then having an aggregate market value equal to the amount of such surplusage and shall add a pro rata share of the property so removed to the property held hereunder for the account of each of the Depositors.

If, prior to the termination date, Mead shall deliver to the Escrow Agents a written notice of all claims with respect to which property is then held in the Claim Fund and setting forth the amount of each such claim (reduced to the extent it has been determined as above set forth that such claim was assumed by Mead on the date hereof), and if the aggregate market value on the day prior to the termination date of all of the property then held in the Claim Fund shall be less than the aggregate amount

of all such claims, then, immediately prior to the termination date, the Escrow Agents shall set aside in the Claim Fund (in the manner provided in Section 13 hereof) additional cash and/or securities having an aggregate market value on such day equal to such deficiency.

Whenever the Escrow Agent shall pay to Mead any amount for the payment or discharge of any claim under the provisions of this Section 10, it shall do so only upon receipt from Mead of its undertaking to apply such amount only in satisfaction of such claim and, if any of such amount is not required for such purpose, to repay such excess to the Escrow Agents. Upon any such repayment a pro rata share of the cash so repaid shall be added to the property held hereunder for the account of each of the Depositors, and, if repaid subsequent to the termination date, such share shall be paid over to such Depositor.

The term "claim" as used in this Section 10 shall be deemed to include any demand, proposed assessment, assessment, action, suit, proceeding, judgment or decree and the amount of any claim shall include the amount of all interest which has accrued or which may reasonably be expected to accrue with respect to such claim prior to its payment or discharge and any and all expenses which may be reasonably incurred by Mead in connection therewith.

The Representative and/or the Company shall have the right and power to contest, settle or compromise with the claimant any purported liability or obligation with respect to which any such claim is asserted; provided, however, that if it is determined that such liability or obligation was, in part, assumed by Mead under the provisions of Exhibit A hereto, then such claim may be so settled or compromised only with the written approval of Mead.

In the case of any lawsuit or any administrative proceeding involving any contested liability for federal income taxes or other contested claim, the Representative or the Company, with the approval and at the expense of the Depositors, shall be permitted to defend any such claim, proceeding or lawsuit. Mead shall make available to the Representative or the Company, and his or its representatives, all such records, data and documents as may be reasonably required to contest any such claim.

Mead shall not have any obligation or duty of any kind to contest any claim or liability or to defend any lawsuit or administrative proceeding and neither such failure to so contest or defend nor any action by Mead in connection with such contest or defense shall affect in any way Mead's rights in connection with the property held hereunder.

Section 11. Distribution of Escrow Shares.

Subject to the provisions of Section 9 and Section 10 hereof, the property held by the Escrow Agent hereunder shall be held by it and (to the extent not paid over to Mead under the provisions of Section 9 or Section 10 hereof) shall be distributed to the Depositors to the extent, at the times and in the manner set forth as follows:

A. If Mead shall deliver to the Escrow Agents the statement provided for in the first sentence of Section hereof on or prior to May 15, 1965, then promptly after the final determination of the amount of the unpaid receivables balance and the bad debt allowance as set forth in said section, or, if Mead does not deliver such statement to the Escrow Agents on or prior to said date, then promptly after said date, the Escrow Agents shall distribute to each Depositor from the property held hereunder for his or her account (other than any property held in the Claim Fund or set aside or to be set aside for sale or delivery to Mead under the provisions of Section 9 hereof) an amount of such property having an aggregate market value on such date equal to such Depositor's pro rata share of an amount equal to the aggregate market value of 500 Mead Common Shares on such date reduced by the aggregate market value of any property set aside under the provisions of Section 9 hereof.

B. The termination date (herein referred to as the "termination date") of the escrow provided for hereunder shall be the earlier of (i) the day of the final determination of the federal income tax liability for all taxable years of the Company, or (ii) the later of October 15, 1967, or the expiration of any extension of the period of the Statute of Limitations for federal income tax purposes applicable to any taxable year of the Company resulting from any action or waiver at any time by the Company or in its name or by any of its shareholders; provided, however, that in no event shall the termination date be earlier than the time for distri-

tion provided for in paragraph A above. Upon the termination date all of the property then held hereunder for the account of each Depositor (other than any property then held in the Claim Fund under the provisions of Section 10 hereof and any property then set aside or to be set aside for sale or delivery to Mead under the provisions of Section 9 hereof) shall be distributed by the Escrow Agents to such Depositor.

C. If any property is, at any time after the termination date, removed from the Claim Fund under the provisions of Section 10 hereof (other than for payment to Mead) a pro rata share of such property shall be distributed to each of the Depositors.

Notwithstanding the foregoing provisions, the Escrow Agents shall not distribute to any Depositor any fractional interest in any security and, to this end, if any Depositor would otherwise be entitled to receive a fractional interest in any security upon any distribution provided for above, the Representative shall act as an agent to purchase or sell fractional interests for the accounts of the Depositors, and, upon receipt by the Escrow Agents of written instructions by the Representative, the Escrow Agents shall adjust the amount of property to be distributed to each of the Depositors as set forth in such instructions to reflect the adjustments so made.

Section 12. Resolution of Disputes. If the Representative shall dispute the amount of the unpaid receivables balance or the bad debt allowance as provided in Section 9 hereof, or the extent to which all or any part of any obligation or liability (with respect to which any claim is asserted) was assumed by Mead under the provisions of Exhibit A hereto, the Representative and Mead shall negotiate with each other in good faith and use their best efforts to resolve such dispute by agreement. If the Representative and Mead shall be unable to arrive at an agreement resolving such dispute within thirty (30) days after the notice of such dispute by the Representative, then pursuant to the written demand of either of said parties delivered to the other, the matter so disputed shall be determined by a Certified Public Accountant selected promptly after such demand by the Representative and a Certified Public Accountant selected promptly thereafter by Mead, and if such accountants are unable to agree, by a third Certified Public Accountant selected by the accountants selected as above provided. If such dispute is resolved by agreement, then a copy of such agreement shall be delivered to the Escrow Agents as soon as possible thereafter.

Upon such determination by such accountants, they shall deliver to the Escrow Agents their certificate setting forth such determination. In either event, such agreement or such determination shall be binding upon Mead, the Representative, the Company and the Depositors and shall not thereafter be subject to question by any of them.

Section 13. Manner of Setting Aside Property. Whenever the Escrow Agents are required to set aside cash and/or securities for sale or delivery to Mead (under the provisions of Section 9 hereof) or in the Claim Fund (under the provisions of Section 10 hereof), they shall so set aside cash and/or securities held hereunder for the account of each of the Depositors having an aggregate market value at the time thereof equal to such Depositor's pro rata share of the total amount of property to be so set aside; provided, however, that if such pro rata share would otherwise include a fractional interest in any security, then the amount of such pro rata share shall be increased to include all of such security.

Section 14. Sale of Securities. Any sale of Mead Common Shares or other securities provided for herein shall be made through any member of the New York Stock Exchange, if such security is listed on said exchange, at the price obtainable on said exchange at the time of sale, or, if such security is not listed on said exchange, at the price obtainable through such member at the time of sale.

Section 15. Escrow Agents. In consideration of the acceptance by the Escrow Agents of their duties hereunder, it is hereby agreed by all of the other parties hereto that:

A. The duties of the Escrow Agents shall be solely those imposed by this Agreement.

B. The Escrow Agents may rely or act upon any notice, direction, instrument, waiver, consent, agreement, release or other document, if by or in behalf of the Depositors or the Company, when signed by the Representative, or, if by or in behalf of Mead, when signed by an officer of Mead.

C. In the event that all or any part of the property held in escrow hereunder is attached, garnisheed or levied upon under any order of any

court, or the delivery thereof shall be stayed or enjoined by any order of any court, or a judgment or decree shall be made or entered by any court affecting the property held in escrow hereunder or any part thereof, the Escrow Agents are hereby authorized in their sole discretion to obey and comply with all writs, orders, judgments or decrees so entered or issued with or without jurisdiction, and, in case the Escrow Agents shall obey or comply with any such writ, order, judgment or decree, the Escrow Agents shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding that such writ, order or decree is subsequently reversed, modified, annulled, set aside or vacated.

D. In the event that the Escrow Agents become involved in litigation in connection with this Agreement, the Escrow Agents shall have the right to retain counsel and one half of any costs, attorneys' fees, charges, disbursements and expenses shall be paid by Mead and the remainder by the Depositors, and the Escrow Agents shall have a lien on the property held in escrow hereunder for the share of such costs, attorneys' fees, charges, disbursements and expenses payable by the Depositors and shall be entitled to reimburse themselves to the extent of such share from the property held in escrow hereunder.

E. The Escrow Agents shall be under no duty whatsoever to invest or reinvest any property held in escrow hereunder.

F. Neither of the Escrow Agents shall be liable so long as he acts in good faith and except for his own willful misconduct.

G. The Escrow Agents shall be reimbursed for all expenses incurred by them in connection herewith, one half thereof to be paid by Mead, and the remainder by the Depositors through the Representative.

Each of the Depositors shall pay that proportion of such expenses, and any other amounts to be paid by the Depositors hereunder, which the number of Mead Common Shares deposited by such Depositor on the date hereof bears to the total number of such shares deposited with the Escrow Agents on the date hereof.

Section 16. Time of Essence. Time is of the essence of this Agreement and whenever any party hereto is under a duty or obligation imposed hereby, a failure to perform it promptly may be specifically enforced by any other party hereto.

Section 17. Delivery of Instruments. Delivery to the Escrow Agents of any notice or other instrument relating to any matter hereunder shall be made by delivering the required number of copies thereof to said JOHN S. BEGLEY, or by depositing the same in the United States mail, postage prepaid, for mailing by certified or registered mail to said JOHN S. BEGLEY at Suite 501-06, Holyoke National Bank Building, Holyoke, Massachusetts, and by delivering a duplicate original thereof to said JOSEPH A. WILLIAMS, or by depositing the same in the United States mail, postage prepaid, for mailing by certified or registered mail to said JOSEPH A. WILLIAMS at Smith & Schnacke, Talbott Tower, Dayton, Ohio, 45402.

Whenever any notice, demand or other instrument relating to any matter hereunder is to be delivered to Mead, the Company, any Depositor or the Representative, such delivery shall be made by depositing the same in the United States mail, postage prepaid, for mailing by certified or registered mail, and, if to Mead, addressed to Mead at Talbott Tower, Dayton, Ohio, 45402, or, if to the Company, any Depositor or the Representative, addressed to the Representative at the following address:

Any such notice or other instrument so mailed shall be deemed delivered when so deposited in the mails.

Mead, either of the Escrow Agents or the Representative may each change its or his or her address for such purposes, by written notice to the others, and any such change shall be effective as to any of the others upon its, or his or her receipt of such notice.

Section 18. Successor Escrow Agents. If said JOHN S. BEGLEY, or any successor to him appointed as hereinafter provided, shall die, resign or for any other reason cease to act as one of the Escrow Agents hereunder, then such person, firm or corporation as may be designated by any Depositors by whom a majority of the Mead Common Shares (deposited with the Escrow Agents on the date hereof) was so deposited, by written notice delivered to the other of the Escrow Agents or his successor then acting hereunder, shall, upon acceptance of the trust, succeed to and be vested with all of the title, powers, discretions and duties

vested in said JOHN S. BEGLEY herein.

If said JOSEPH A. WILLIAMS, or any successor to him appointed as hereinafter provided, shall die, resign or for any other reason cease to act as one of the Escrow Agents hereunder, then such person, firm or corporation as may be designated by Mead by written notice delivered to the other of the Escrow Agents or his successor then acting hereunder shall, upon acceptance of the trust, succeed to and be vested with all of the title, powers, discretions and duties vested in said JOSEPH A. WILLIAMS herein.

Section 19. Amendment of Agreement. This Agreement may be modified or amended only by a written instrument executed by the Representative, Mead and the Escrow Agents.

Section 20. Benefit. This Agreement shall inure to the benefit of, and be binding upon all of the parties hereto and their respective executors, administrators, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Charles F. Moriarty
Charles F. Moriarty

Edward H. Allen
Edward H. Allen

E. Muriel Allen
E. Muriel Allen

E. Muriel Allen
E. Muriel Allen as Guardian
for Mary Ellen Allen

E. Muriel Allen
E. Muriel Allen as Guardian
for Jane Muriel Allen

"Depositors"

MORART GRAVURE CORPORATION

By Edward H. Allen
Vice President
"Company"

Attest:

Muriel M. Allen
Clerk

THE MEAD CORPORATION

By *G. H. Sleets*
SENIOR VICE PRESIDENT

Attest:

Albert H. Sealy
ASSISTANT SECRETARY

John S. Begley
JOHN S. BEGLEY

Joseph A. Williams
JOSEPH A. WILLIAMS
"Escrow Agents"

EXHIBIT A
ASSUMPTION AGREEMENT

THIS AGREEMENT, made and delivered as of the 1st day of July, 1964, by and between THE MEAD CORPORATION, an Ohio corporation (hereinafter referred to as "Mead") and MORART GRAVURE CORPORATION, a Massachusetts corporation (hereinafter referred to as "Gravure"),

WITNESSETH THAT:

WHEREAS, on April 15, 1964, Mead and Gravure entered into an Agreement and Plan of Reorganization pursuant to which Gravure's wholly-owned subsidiary, MORART-OXFORD CORPORATION, an Ohio corporation (hereinafter referred to as "Oxford"), has been merged into Gravure and all of Oxford's properties and assets have thereby been vested in Gravure subject to Oxford's liabilities; and

WHEREAS, under the terms of said Agreement and Plan of Reorganization, Gravure has agreed to transfer to Mead substantially all of Gravure's properties and assets, including the properties and assets of Oxford so vested in Gravure, and, as part of the consideration therefor, Mead has agreed to indemnify and exonerate Gravure against and from certain liabilities of Gravure and Oxford (Gravure and Oxford being hereinafter referred to, jointly, as "the Companies"), and Gravure has agreed to indemnify and exonerate Mead against and from any liabilities of either of the Companies which is not so assumed by Mead,

NOW, THEREFORE, in consideration of such transfer, and the undertakings hereinafter set forth by Gravure, Mead hereby assumes and agrees to perform and discharge, and to indemnify and exonerate Gravure against and from the following liabilities and obligations of the Companies to the extent existing at the time of the delivery hereof:

A. All of the liabilities and obligations of each of the Companies which are shown, reflected, or reserved against in its balance sheet as at December 31, 1963, which is referred to in paragraph F of Section 2 of said Agreement and Plan of Reorganization;

B. The obligations of each of the Companies under (i) any of the contracts or agreements listed and identified in Schedule A which is attached hereto and made a part hereof; (ii) any contracts or agreements of either of the Companies entered into in the ordinary and usual course of its business at any time after April 15, 1964, and prior to the beginning of business on the date hereof which may be cancelled by it, or its assignee, without penalty, on notice of thirty (30) days or less; and (iii) any other contracts and agreements entered into by either of the Companies after the date hereof and prior to the closing, with the written consent of Mead; and

C. All liabilities and obligations of each of the Companies arising or incurred in the usual course of its business after December 31, 1963, and prior to the beginning of business on the date hereof, except any liabilities or obligations arising out of any contract or agreement not included within the terms of paragraph B above, and except liabilities, if any, of either of the Companies for Federal income taxes on ordinary taxable net income at rates other than those provided for in Subsections (b), (c) or (d) of Section 11 of the Internal Revenue Code of 1954, as amended;

PROVIDED, HOWEVER, that Mead does not assume, and does not agree to perform or discharge or to indemnify or exonerate Gravure against:

A. Any liability for any attorneys' fees, accountants' fees or other expenses incurred by either of the Companies in connection with the formulation of the agreement and plan of reorganization set forth, and the consummation of the transactions provided for, in said Agreement and Plan of Reorganization; or

B. Any liabilities or obligations arising out of any breach or default by either of the Companies at any time prior to the date hereof of or under any contract, agreement or commitment, except to the extent that such liabilities or obligations are reflected or reserved against in either of the balance sheets as at December 31, 1963, which are referred to in paragraph F of Section 2 of said Agreement and Plan of Reorganization; or

C. Any liabilities or obligations of either of the Companies relating to the sale and/or transfer by it of shares of its capital stock (whether issued or unissued); or

D. Any liabilities or obligations of either of the Companies relating to the purchase by it of shares of its capital stock.

IN CONSIDERATION OF THE FOREGOING, Gravure, for itself and its successors, hereby agrees to indemnify and save Mead harmless against and from any and all liability, loss, damage or expenses arising out of, or incurred in connection with any liability or obligation of either of the Companies which is not assumed by Mead under the foregoing provisions.

IN WITNESS WHEREOF, Mead and Gravure have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

THE MEAD CORPORATION

By _____
President

Attest:

Secretary

MORART GRAVURE CORPORATION

By _____
Vice President

Attest:

Clerk

SCHEDULE A

to

ASSUMPTION AGREEMENT

between

THE MEAD CORPORATION AND MORART GRAVURE CORPORATION

1. Lease dated August 1, 1955, by Ellamor Realty Corporation to Morart Gravure Corporation of premises conveyed to Ellamor Realty Corporation by deed of the City of Holyoke (Gas and Electric Department) dated October 25, 1950.
2. Lease dated January 23, 1963, by City of Holyoke (Gas and Electric Department) to Morart Gravure Corporation of portions of first and second floors of Building No. 507 known as the Hadley Mills property.
3. Oral lease by Ellamor Realty Corporation to Morart Gravure Corporation, of parking lot on Monmouth Street, Dayton, Ohio, conveyed to Ellamor Realty Corporation by deed of Dayton Forging and Heat Treating Co., dated on or about October 29, 1956.
4. Oral agreement between Fred Strype and Morart Gravure Corporation terminable on one year's notice.
5. Agreement dated January 29, 1964 between Morart Gravure Corporation, Holyoke Division, and the International Brotherhood of Bookbinders, AFL-CIO, and its Local Union No. 57.
6. Agreement dated November 3, 1962 between Morart Gravure Corporation, Dayton Division, and the Dayton Printing Specialty and Paper Products Union No. 699.
7. Full Coverage Maintenance Agreement dated February 27, 1963 between Morart Gravure Corporation and Victor Machines Co., Division/Victor Comptometer Corporation.
8. Full Coverage Maintenance Agreement dated January 31, 1958, between Victor Adding Machine Co. and Morart Gravure Corporation.
9. Full Coverage Maintenance Agreement dated May, 1961 between Victor Adding Machine Co. and Morart Gravure Corporation.
10. Agreement dated August 1, 1963, between Formica Corporation and Morart-Oxford Corporation.

11. Maintenance Service Agreement dated June 18, 1959, between Minneapolis-Honeywell Regulator Company and Morart-Oxford Corporation.
12. Full Coverage Maintenance Agreement dated October 2, 1958, between Victor Adding Machine Company and Morart-Oxford Corporation.
13. Equipment Maintenance Agreement dated November 15, 1959, between International Business Machines Corporation and Morart-Oxford Corporation.
14. Electric Typewriter Maintenance Agreement dated February 16, 1958, between International Business Machines Corporation and Morart-Oxford Corporation.
15. Equipment Maintenance Agreement dated March 26, 1957, between International Business Machines Corporation and Morart-Oxford Corporation.
16. Time Equipment Maintenance Agreement dated October 17, 1957, between International Business Machines Corporation and Morart-Oxford Corporation.
17. Time Equipment Maintenance Agreement dated March 26, 1958, between International Business Machines Corporation and Morart-Oxford Corporation.
18. Annual Maintenance Agreement dated November 10, 1959, between Royal McBee Corporation and Morart-Oxford Corporation.
19. Service Agreement dated June 2, 1960, between Van Dyne-Crotty, Inc. and Morart-Oxford Corporation.
20. Postage Meter Rental Agreement dated October 6, 1960, between Pitney-Bowes, Inc. and Morart-Oxford Corporation.
21. Quarterly Machine Inspection Agreement dated December 23, 1960, between Pitney-Bowes, Inc. and Morart-Oxford Corporation.
22. Letter agreement dated October 27, 1960, between Morart Gravure Corporation and Fabricon Products, of River Rouge, Michigan.

ATTACHMENT B

Certain assets of Mead's Morart printing operations, which had been moved from Holyoke to South Lee, Massachusetts in 1967, were sold to Technographics Decotone U.S., Inc. (hereinafter "Decotone"), a Massachusetts corporation, pursuant to an Asset Sale Agreement dated February 27, 1986.^{1/} This transaction was closed, and took effect, on March 3, 1986.

Pursuant to the Asset Sale Agreement, Decotone expressly assumed liabilities of the Morart operation listed on Schedule 3.10 thereof.^{2/} Schedule 3.10 specifically lists Mead Purchase Order No. "M-8348 Issued To Solvents Recovery Service, Lazy Lane, Southington, CT 06489."^{3/} Mead Purchase Order No. M-8348 is a "blanket order" issued to SRSNE as of January 1, 1986 "for 1986 for recovering our Cellosolve Solvent" (i.e., waste ethylene glycol monoethyl ether).^{4/} Mead Purchase Order No. M-8348 appears to have been cancelled as of the week of February 10, 1986.^{5/}

^{1/} A copy of the referenced Asset Sale Agreement, including Schedule 3.10 thereof, is attached hereto as Exhibit B-1.

^{2/} Id., Section 1.6, Limited Assumption of Liabilities.

^{3/} Id., Schedule 3.10 at 5.

^{4/} A copy of Mead Purchase Order No. M-8348 is attached hereto as Exhibit B-2.

^{5/} Id.

The Mead South Lee transactions with SRSNE occurring during the period January 1, 1986 to February 10, 1986 pursuant to Purchase Order No. M-8348 are identified in Respondent's Transactional Review Form. Any waste-in volumes associated with these transactions should be reallocated to Decotone, which appears already to have been designated as a potentially responsible party for the SRSNE Site.

0975y

Final
DRAFT - 2/25/86

TECHNOGRAPHICS DECOTONE U.S., INC.
Asset Sale Agreement

SALE AGREEMENT

This AGREEMENT, made and entered into on and as of this 27th day of February, 1986, by and between TECHNOGRAPHICS DECOTONE U.S., INC., ("Decotone"), a Massachusetts corporation, and THE MEAD CORPORATION ("Mead"), an Ohio corporation.

W I T N E S S E T H:

WHEREAS, Mead, by and through its Morart Gravure Printing operation ("Morart Operation") located in South Lee, Massachusetts is engaged in the design, manufacture, distribution and sale of printed paper for use in high and low-pressure laminates; and

WHEREAS, Mead desires to sell certain assets of its Morart Operation to Decotone, and Decotone desires to purchase and acquire such assets, for the consideration hereinafter specified and upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises made in this Agreement, the parties hereto represent, warrant, covenant, agree and understand as follows:

SECTION 1

Transfer of Business, Properties, Rights, and Assets

Subject to the terms and conditions hereof and upon the representations and warranties herein made:

1.1 Transfer of Assets. On and as of the Closing Date (as defined in Section 2.1 hereof) for the specific consideration assigned to the assets at Schedule 1.1(a) hereof, Mead shall sell, transfer, assign and convey, as the case may be, to Decotone, and Decotone shall purchase and accept from Mead, all of Mead's right, title and interest in and to the following properties, rights and assets of the Morart Operation, free and clear of all mortgages, liens, security interests, pledges, charges and other encumbrances except as expressly permitted hereunder:

(a) Certain machinery and equipment as listed or referred to on Schedule 1.1(b);

(b) All of the film library, base roll cylinders, and engravings thereon, as listed or referred to on Schedule 1.1(b) hereto;

(c) All inventories of raw materials, work-in-process and finished goods as of the Closing Date.

(d) All materials and supplies, not included in inventories as listed or referred to in Schedule 1.1(b) hereto;

(e) All outstanding sales orders, bids, sales proposals, and licensing or royalty agreements of the Morart Operation as set forth in Schedule 3.10;

(f) All outstanding purchase orders and purchase commitments of the Morart Operation as set forth in Schedule 3.10.

(g) Those certain United States patents, patent applications, trade names, service marks, and trademarks set forth in Schedule 3.9 hereto and any foreign registrations thereof and any know-how which exists in a tangible form;

(h) The books and records relating solely to the Morart Operation, including, but not limited to; those relating to sales orders, customer invoices, and vendors' records for the

thirty-six (36) months ending with the Closing Date; and the ACS and Marketing 412 computer software, technical developments, formulae, technical designs, and drawings relating solely to the Morart Operation. To the extent Mead has not maintained separate journals, ledgers or records in respect of the Morart Operation, Mead shall provide to Decotone copies of all such information as may be reasonably requested by Decotone pertaining to the Morart Operation as may be reasonably derived from the commingled records.

1.2 Excluded Assets. Except as expressly provided in Sections 1.1 and Schedule 8.3 of this Agreement, Decotone shall not purchase or acquire hereunder any other properties, rights or assets of the Morart Operation including, without limitation any right, title or interest in or to any of the following:

(a) Any cash on hand, in banks or in transit of the Morart Operation;

(b) Any accounts receivable, credits, or refunds of the Morart Operation resulting from goods shipped, or expenses incurred, by Mead prior to the close of business on the Closing Date;

(c) All machinery and equipment of the Morart Operation not listed or referred to in Schedules 1.1(a) or 1.1(b);

(d) Any right, title or interest in the real property associated with the Morart Operation.

1.3 Consideration. For and in consideration of the assets of the Morart Operation to be purchased and acquired by Decotone hereunder, Decotone covenants and agrees on the dates referred to in Section 1.4 to pay and remit to Mead the aggregate purchase price (the "Purchase Price") of \$2,850,000 (exclusive of the adjustments as provided for in Section 1.5 hereof). This consideration shall be allocated as set forth at Schedule 1.1(a).

1.4 Payment of Purchase Price. Decotone covenants and agrees to pay and remit to Mead \$2,600,000 in New York Clearing House Funds by Cashier's Check^{or by wire transfer} on the Closing Date and \$250,000 or such other amount, in New York Clearing House Funds by Cashier's Check^{or by wire transfer} within fifteen (15) days of Decotone's receipt of a final physical inventory summary and valuation from Mead, as adjusted pursuant to Section 1.5 hereof.

1.5 Adjustments. On February 28, 1986, or such other date as the parties mutually agree to, Mead shall complete a physical inventory of the finished goods, work-in-process and

raw materials and supplies associated with the Morart Operation normally inventoried by Mead. Inventory will be valued at the lower of cost or market with cost determined consistently with prior Morart Inventory practices with the exception that finished inventory produced without existing sales orders will be valued at 50% of standard cost. If the Inventory Value exceeds \$875,000, Decotone shall remit to Mead by a non-interest bearing Negotiable Promissory Note due September 3, 1986 (in the form attached hereto as Exhibit B) the amount of such excess, plus the \$250,000 cash installment referred to in Section 1.4, hereof. If the Inventory Value is \$875,000 or less, but more than \$625,000, Decotone shall remit to Mead said \$250,000 cash installment less the amount of such deficiency. If the Inventory Value is \$625,000 or less, no part of the \$250,000 shall be due Mead and Mead shall remit to Decotone cash in the amount of such deficiency within fifteen days.

1.6 Limited Assumption of Liabilities. Except as specifically listed on Schedule 3.10, hereof, as of the Closing Date, Decotone shall not assume nor agree to pay, perform and discharge, as the case may be, any debts, liabilities or obligations of the Morart Operation arising or resulting from activities which occurred prior to the end of business on the Closing Date.

1.7 Instruments of Transfer. On the Closing Date, Mead shall execute and deliver to Decotone a General Bill of Sale and Assignment which is attached hereto as Exhibit C.

1.8 Bulk Sales Act Waiver. Decotone hereby waives compliance by Mead with the bulk sales provisions of the Uniform Commercial Code or any other applicable bulk sales act provisions, and Mead covenants and agrees to indemnify and hold Decotone harmless for any loss or expense incurred by Decotone as a result of the noncompliance by Mead with the requirements of any such applicable provisions.

1.9 Sales and Use Taxes. Mead shall be responsible for collecting any sales or use taxes resulting from the sale of assets contemplated by this Agreement. If Decotone delivers a resale tax exemption certificate as required by Massachusetts law in regards to taxable property, then no sales tax will be payable by Decotone.

SECTION 2

Closing Date

2.1 Closing Date. Consummation of the purchase and sale of the assets provided for herein shall take place at the

Morart Operation, South Lee, Massachusetts, on Monday, March 3, 1986, commencing at 11:00 a.m., local time on such date, or at such other time or date or at such other locale as the parties may theretofore mutually agree upon in writing (hereinbefore and hereinafter the actual date of purchase and sale being referred to as the "Closing Date"), and all transactions contemplated to take effect as of such date shall be deemed to have occurred simultaneously, effective as of the close of business on such date.

SECTION 3

Representations and Warranties of Mead

Mead represents and warrants as follows:

3.1 Corporate Authority.

(a) Mead is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio; and

(b) The execution, delivery and performance of this Agreement and the Printing Agreement (appearing as Exhibit 'A' hereof) have been duly authorized by the Board of Directors of Mead, and Mead has the complete and unrestricted power and authority, and has taken all corporate action necessary to

enter into, execute and deliver this Agreement and Printing Agreement and to perform all of its obligation hereunder and thereunder.

3.2 Liens and Encumbrances. Excluding tax and mechanics liens contested in good faith and any other encumbrances which do not individually or in the aggregate materially adversely affect Decotone's title, possession or use and excluding those items listed on Schedule 3.2 and any tangible knowhow, Mead has good title to all of the assets to be sold, transferred and assigned to Decotone hereunder free and clear of all mortgages, liens, security interests, pledges, charges, encumbrances or other claims ("Good Title"). With respect to tangible knowhow, to Mead's knowledge and belief, Mead likewise has Good Title.

3.3 Assets for Sale. Mead has physically shown Decotone all machinery and equipment offered for sale as part of the Morart Operation.

3.4 Base Roll Cylinders. Set forth on Schedule 1.1 hereto is a list of the base roll cylinders and engravings thereon of the Morart Operation. To Mead's knowledge all engraved cylinders and engravings thereon have been stored in accordance with standard industry practice, are in usable condition, and are capable of printing a saleable product in accordance with

Mead's standard customer warranty using either water or solvent based inks.

3.5 Inventory. The inventory values summarized on Schedule 1.1 are based on physical inventory counts made on February 28, 1986. Inventories have been valued at the lower of cost or market with cost determined consistent with prior Morart inventory practice. All inventories listed are of good quality, fully usable in the ordinary production process, or saleable as merchandise consistent with Mead's standard customer warranty to existing customers. Finished inventory not covered by existing sales orders will not exceed a total value of \$20,000. All non-usable materials and non-saleable products have been scrapped. Residue inks inventory have been assigned no value. Costs used to value inventory represent actual cost incurred with labor and other process costs applied on a basis consistent with Mead's past practice and using the Morart Operation's standard cost procedure.

3.6 No-Default. To Mead's knowledge except as set forth on Schedule 3.6 hereto, Mead is not in default in any material respect, nor, is there any basis for any claim of default in any material respect by Mead, under any contract or other agreement made by or on behalf of the Morart Operation.

3.7 Employees. All collective bargaining agreements or other employee agreements in respect of the Morart Operation are listed at Schedule 3.7.

3.8 No Litigation. Except as set forth on Schedule 3.8 hereto, there is no suit, action or other judicial proceeding nor any administrative proceeding of any governmental authority pending or, to the knowledge of Mead, threatened against Mead, or affiliate corporations in respect of the business, operations or affairs of the Morart Operation nor threatening the transactions contemplated hereby.


3.9 Patents, Trade Names and Trademarks. Set forth on Schedule 3.9 hereto is a list of all patents, patent applications, trade names, trademarks and service marks of the Morart Operation.

3.10 Commitments Extending Past Closing Date. Set forth on Schedule 3.10 hereto is a list of any contractual commitments pertaining and necessary to the Morart Operation which extend beyond the Closing Date.

3.11 No Breach of Statute or Contract. Except as may result from the application of the bulk sales provision of the Uniform Commercial Code or similar statutory provisions, neither the execution of this Agreement nor the Printing

Agreement by Mead nor compliance with the terms and conditions hereof or thereof on the part of Mead will breach in any material respect any statute, law, ordinance, rule or regulation of any governmental authority, nor will the same conflict with or result in a breach in any material respect of any of the terms of the articles of incorporation or by-laws of Mead.

3.12 No Broker's or Finder's Fee. No person or firm other than Mead and its affiliated companies and their respective officers, directors, employees and representatives have arranged, or participated in arranging, on behalf of Mead the transactions provided for herein, and there are no broker's or finder's fees to be paid by Mead and Mead has no knowledge of any claim (or the basis therefor) for a broker's or finder's fee to be paid for by Decotone in connection with the transactions provided for herein.

3.13 Past Written Representations. The written financial, marketing, and inventory analyses and reports attached as Schedule 3.13 are to the best of Mead's knowledge and belief *materially* true and complete representations of the facts appearing therein. 

3.14 Specific Changes Since January 1, 1986. To Mead's knowledge except as set forth on Schedule 3.14 hereto, since

January 1, 1986 there has not been any material and adverse change in, or any other circumstance which may reasonably be expected to have a material adverse effect upon, the financial condition or conduct of the business of the Morart Operation.

3.15 Other Solicitations. Prior to commencement of discussions between Mead and Decotone, or their respective agents, regarding this transaction, Mead had made a decision to divest itself of the Morart Operation based upon its conclusion that the operation was no longer financially viable as a stand alone operation. Based upon such conclusion, Mead solicited offers to purchase from a number of potential buyers.

SECTION 4

Representations and Warranties of Decotone

Decotone represents and warrants as follows:

4.1 Corporate Authority.

(a) Decotone is a corporation duly organized, validly existing and in good standing under the laws of the State of Massachusetts;

(b) The execution, delivery and performance of this Agreement, and the Printing Agreement have been duly authorized

by the Board of Directors, and Decotone has taken all corporate action necessary to enter into, execute and deliver this Agreement, and the Printing Agreement and to perform all of its obligations hereunder and thereunder.

4.2 No Breach of Statute or Contract. Except as may result from the application of the bulk sales provisions of the Uniform Commercial Code or similar statutory provisions, neither execution of this Agreement or the Printing Agreement by Decotone nor compliance with the terms and conditions hereof or thereof on the part of Decotone will violate in any material respect any statute, law, ordinance, rule or regulation of any governmental authority nor will such execution or compliance conflict with or result in a breach in any material respect of any of the terms of the articles of incorporation or by-laws of Decotone.

4.3 No Broker's or Finder's Fee. No person or firm other than Decotone and its officers, directors, employees, representatives and its outside attorneys and accountants, if any, have arranged or participated in arranging, on behalf of Decotone the transactions provided for herein, and there are no broker's or finder's fees to be paid by Decotone and Decotone has no knowledge of any claim (or the basis therefor) for a broker's or finder's fee to be paid for by Mead in connection with the action provided for herein.

4.4 No Litigation. Except as set forth on Schedule 4.4 hereto, there is no suit, action or other judicial proceeding nor any administrative proceeding of any governmental authority pending or, to the knowledge of Decotone, threatened against Decotone, or affiliate corporations in respect of the business, operations or affairs of the Morart Operation or threatening the transactions contemplated hereby.

SECTION 5

Conduct of Business Pending Closing Date

From and after the date of this Agreement and until the Closing Date, Mead shall assure, and hereby represents, warrants, covenants and agrees, that:

5.1 Carry On In Regular Course. Mead shall carry on the business and affairs of the Morart Operation diligently, and consistently with Mead's good faith and reasonable view of Decotone's interests as purchaser of the Morart Operation.

5.2 Sale of Assets. Mead shall not, without the prior written consent of Decotone, sell or dispose of any machinery, equipment or other asset of the Morart Operation described in Section 8.3.

5.3 Insurance, Maintenance and Repair. Mead shall continue in full force and effect its existing insurance and bonding coverages, if any, in respect of the Morart Operation, and all property and assets of the Morart Operation shall be used, operated, maintained and repaired in a normal and prudent business manner in accordance with past practice.

SECTION 6

Conditions Precedent to Decotone's Obligation to Close

Each and every obligation of Decotone to be performed on and as of the Closing Date shall be subject, at Decotone's option, to the satisfaction prior thereto of each of the following conditions:

6.1 Representations and Warranties True at Closing Date.

The representations and warranties made by Mead in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made again and reaffirmed on and as of the Closing Date; provided, however, that nothing herein shall be deemed to require Mead to update or revise any of the Schedules hereto.

6.2 No Adverse Change. The business, properties, rights or assets of the Morart Operation shall not have been or shall

not be threatened to be materially and adversely affected as a result of any cause or occurrence beyond Mead's control, including but not limited to, cancellation of any material contract or agreement, fire, explosion, earthquake, disaster, accident, action by the United States or any other governmental authority, flood, drought, embargo, riot, civil disturbance, uprising, war, or act of God or public enemy.

6.3 Compliance with Agreement. Mead shall have performed and complied in all material respects with all of its obligations under this Agreement which are to be performed or complied with by it on or prior to the Closing Date.

6.4 Proceedings and Instruments Satisfactory. All proceedings, corporate or other, to be taken by Mead in connection with the transactions contemplated by this Agreement, and all documents incident thereto attached as Exhibits A, B, and C, shall be reasonably satisfactory in form and substance to Decotone.

SECTION 7

Conditions Precedent to Mead's Obligation to Close

Each and every obligation of Mead to be performed on the Closing Date shall be subject, at Mead's option, to the

satisfaction on or prior thereto of each of the following conditions:

7.1 Representations and Warranties True at Closing. The representations and warranties of Decotone contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date as though such representations and warranties were made again on and reaffirmed on and as of the Closing Date.

7.2 Compliance With Agreement. Decotone shall have performed and complied in all material respects with all of its obligations under this Agreement which are to be performed or complied with by it on or prior to the Closing Date.

7.3 Proceedings and Instruments Satisfactory. All proceedings, corporate or other, to be taken by Decotone in connection with the transactions contemplated by this Agreement, and all documents incident thereto, shall be reasonably satisfactory in form and substance to Mead; and Decotone shall have made available to Mead for examination the originals or true and correct copies of all documents (or final-form drafts thereof) which Mead may reasonably request in connection with said transactions.

SECTION 8

Other Agreements

8.1 Further Instruments and Assurance. From and after the Closing Date, Mead shall execute and deliver to or cause to be executed and delivered to Decotone such further instruments of transfer and assignment and shall take such other action as Decotone may reasonably require to more effectively carry out the sale, transfer and assignment to Decotone of the assets of the Morart Operation contemplated by this Agreement and to confirm and assure Decotone's title thereto in accordance with this Agreement.

8.2 Printing Agreement. On and as of the date of execution of this Agreement, Mead and Decotone shall execute and enter into a separate printing agreement (the "Printing Agreement"), in form and substance as set forth as Exhibit A hereto, with such changes, if any, thereto as may be mutually agreeable to the parties hereto, in respect of the Morart Operation at South Lee, Massachusetts.

8.3 Disposition of Machinery and Equipment. Mead agrees that all machinery and equipment used exclusively in the Morart Operation not appearing on Schedule 1.1(b) and not purchased by Decotone or listed on Schedule 8.3(a), shall be disposed of by

Decotone and any net proceeds received therefrom shall be retained by Decotone. Decotone agrees that all machinery and equipment purchased and listed on Schedule 1.1(b) shall be removed at Decotone's expense from the Morart Operation within sixty (60) days of termination of the Printing Agreement. In consideration of the proceeds received by Decotone pursuant to this Section 8.3, Decotone agrees to perform the services set forth in Schedule 8.3(b) within the time frame set forth therein.

SECTION 9

Termination and Abandonment

9.1 Termination. This Agreement may be terminated and the purchase and sale and the other transactions provided for by this Agreement may be abandoned, without liability on the part of either party to the other, on or before the Closing Date:

(a) By mutual written consent of Mead and Decotone;

(b) By written notice from Decotone, if any of the conditions of Section 6 of this Agreement have not been satisfied on or prior to the Closing Date and have not been waived by Decotone in writing; or

(c) By written notice from Mead, if any of the conditions of Section 7 of this Agreement have not been satisfied on or prior to the Closing Date and have not been waived by Mead in writing.

SECTION 10

Indemnification and Reimbursement

10.1 Indemnification by Mead. Mead covenants and agrees to and shall indemnify Decotone and its directors, officers, employees and affiliates shall hold the same harmless against and with respect to:

(a) Misrepresentation or Breach of Warranty. Any loss, damage, cost or expense resulting from or arising out of any misrepresentation or breach of warranty on the part of Mead in respect of any representation or warranty of Mead set forth herein and not corrected by written notice to Decotone prior to Closing; or resulting from or arising out of any matter or state of facts which had Mead known of it or them prior to the execution of the Printing Agreement would have been required to be listed on Schedule 1(a) to such Printing Agreement and was not so listed.

(b) Breach of Covenant or Agreement. Any loss, damage, cost or expense resulting from or arising out of any breach by Mead of any of its covenants or agreements set forth herein;

(c) Unassumed Liabilities. Any loss, damage, cost or expense resulting from or arising out of any and all debts, liabilities and obligation of the Morart Operation not specifically assumed by Decotone pursuant to Section 1.6 of this Agreement or under the Printing Agreement;

(d) Judgments and Legal Expenses. All demands, assessments, judgments, costs, and legal and other expenses (including reasonable attorney's fees and costs other than as may relate specifically to enforcement of rights hereunder) arising from or in respect of any action, suit, proceeding or claim incident to any of the foregoing subparagraphs of this Section 10.1; provided, however, that entitlement to indemnification hereunder with respect to a breach of any representation or warranty by Mead hereunder (but not of any of its covenants, agreements or other obligations hereunder) shall be conditioned upon claims in respect thereof being submitted, if at all, by Decotone to Mead within two (2) years from and after the Closing Date.

10.2 Indemnification by Decotone. Decotone covenants and agrees to and shall indemnify Mead and its Directors, officers,

employees and affiliates and shall hold same harmless against and with respect to:

(a) Misrepresentation or Breach of Warranty. Any loss, damage, cost or expense resulting from or arising out of any misrepresentation or breach of warranty on the part of Decotone in respect of any representation or warranty of Decotone set forth herein;

(b) Breach of Covenant or Agreement. Any loss, damage, cost or expense resulting from or arising out of any breach by Decotone of any of its covenants or agreements set forth herein;

(c) Assumed Liabilities. Any loss, damage, cost or expense resulting from or arising out of any and all liabilities and obligations of the Morart Operation assumed by Decotone pursuant to Section 1.6 of this Agreement;

(d) Interim Operation. Any loss, damage, cost or expense relating from or arising out of or involved with operation of the Morart Operation by Decotone except to the extent that the same may be a result of negligent conduct by Mead or involve the breach of any representation or covenant herein or in the Printing Agreement, or involves any matter or state of facts which, had Mead known of it or them prior to the execution of

the Printing Agreement would have been required to have been listed on Schedule 1^(c) to such Printing Agreement and was not so listed.

(e) Judgments and Legal Expenses. All demands, assessments, judgments, costs and legal and other expenses (including reasonable attorney's fees and costs other than as may relate specifically to enforcement of rights hereunder) arising from or in respect of any action, suit, processing or claim incident to any of the foregoing subparagraphs of this Section 10.2; provided, however, that entitlement to indemnification hereunder with respect to a breach of any representation or warranty by Decotone hereunder (but not of any of its covenants, agreements or other obligations hereunder) shall be conditioned upon claims in respect thereof being submitted, if at all, by Mead to Decotone within two (2) years from and after the Closing Date.

10.3 Limitation on Indemnity.

(a) Notwithstanding anything herein to the contrary, neither Mead nor Decotone shall have any obligation to indemnify and hold harmless Decotone or Mead, as the case may be, hereunder in respect of a breach of representation or warranty (but not a breach of a covenant, agreement, other obligation or purchase price adjustment provided for in this

Agreement) until damages arising from such breach or breaches exceed \$25,000 in the aggregate. Thereafter, Mead or Decotone, as the case may be, shall indemnify and hold harmless Decotone or Mead, as the case may be, from and in respect of all such further claims in respect of a breach of representation or warranty (but not a breach of a covenant, agreement or other obligation hereunder) to the extent such claims exceed such \$25,000 aggregate amounts.

(b) Notwithstanding anything in this Agreement to the contrary, neither Mead nor Decotone shall have any obligation to indemnify or hold the other harmless, as the case may be, under this Agreement with respect to any breach of either party's warranties set forth in Sections 3.11 and 4.2, respectively, of this Agreement, which results solely from a violation of any federal or state antitrust law resulting solely from the execution of this Agreement and/or consummation of the transactions contemplated hereunder. In the event any such violation of law occurs each party shall be solely responsible for all claims, lawsuits, losses, damages, costs and expenses which it incurs as a result of any such violation.

(c) Mead shall not have any obligation to indemnify or hold Decotone harmless, with respect to any breach of the warranty set forth in Section 3.2 as a result of any claim by a

customer based upon standard industry practice for producing cylinders and designs.

SECTION 11

Miscellaneous Provisions

11.1 Costs. Each party covenants and agrees that it shall be responsible for and shall bear its respective costs and expenses in connection with, or arising out of, the negotiation, preparation and execution of the Agreement and performance of the transactions contemplated hereby; except as such may be covered by the indemnity provisions of Section 10, hereof or the severance contribution from Decotone set forth in Section 6 of the Printing Agreement.

11.2 Amendment and Modification. This Agreement may be amended, modified and supplemented only in writing executed by each of the parties hereto.

11.3 Assignment. No party hereto shall assign, in whole or in part, this Agreement or its respective rights and obligations hereunder without the express prior written consent of the other party hereto, and, absent such consent, any

assignment (including without limitation any assignment by operation of law or otherwise) shall be null and void.

11.4 Notices. All notices, requests, demands or other communications hereunder must be in writing executed by an authorized representative of the party responsible therefor, and must be given, and shall be deemed to have been given, by mailing, certified or registered mail with first-class postage prepaid (a) if to Decotone to: Technographics Decotone U.S., Inc., 601 River Street, Fitchburg, MA 01420, Attention: General Counsel and a copy to Richard E. Floor, Esq., Goodwin, Procter & Hoar, Exchange Place, Boston, MA 02109; or to such other person and place as Decotone shall furnish to Mead in writing; or (b) if to Mead to: Mead World Headquarters, Courthouse Plaza N.E., Dayton, Ohio 45463, Attention: George Maly, Esq. Secretary, and a copy to Richard Beckmann, Esq., Smith & Schnacke, 2000 Courthouse Plaza N.E., 10 West Second Street, Dayton, Ohio 45402, or to such person and place as Mead shall furnish to Decotone in writing.

11.5 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

11.6 Headings. Section and paragraph headings in this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

11.7 Waiver, Remedies. No waiver of any breach of any provision of this Agreement shall be held to be a waiver of any other or subsequent breach, and the failure of a party to enforce at any time any provision hereof shall not be deemed a waiver of any right of such party to subsequently enforce such provision or any other provision hereof. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

11.8 Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts and applicable federal law.

11.9 Severability. In the event that any provision or any portion of any provision of this Agreement shall be held invalid, illegal or unenforceable under applicable law, the remainder of this Agreement shall remain valid and enforceable, unless such invalidity, illegality or unenforceability substantially diminishes the rights and obligations, taken as a whole, or either party hereunder.

11.10 Survival of Representations, Warranties, Covenants and Agreements. All representations, warranties, covenants and agreements of the parties hereto contained in this Agreement and any Schedule or Exhibit hereto shall survive the execution and delivery hereof and thereof and consummation of the transactions provided for herein notwithstanding any investigation heretofore or hereafter made by or on behalf of the respective parties hereto.

11.11 Entire Agreement. This Agreement and the Schedules and Exhibit hereto, and the other agreements and instruments expressly referred to herein, set forth the entire agreement and understanding between the parties hereto with respect to the transactions provided for herein and therein and supersede and cancel any and all prior discussions, correspondence, agreements or understandings between the parties hereto with respect to such matters.

11.12 Cooperation in Performing Certain Obligations. If any customer, vendor or other party refuses or otherwise fails to give any consent necessary to assign and transfer to Decotone all of Mead's rights and obligations under any of the contracts, commitments, rights or other agreements to be transferred to and assumed by Decotone under this Agreement, Mead and Decotone will cooperate with each other in any reasonable arrangement designed to provide Decotone with all

benefits and obligations under such contract, commitment, right or agreement including, without limitation, (i) the purchase by Mead of any items required under any contract or order with any vendor, with Decotone agreeing to purchase such items from Mead upon the same terms as Mead acquired such items and (ii) the performance by Decotone as an independent contractor of all work necessary to fill any such customer order and to ship the product called for thereunder to the customer in question with the understanding that Mead will purchase such products from Decotone at the net price which Mead resells such products to such customer. Decotone will reimburse Mead for any bad debt losses incurred by Mead in connection with any such arrangement.

11.13 Morart Product Warranty Obligation. Mead acknowledges that any customer warranty obligation arising from paper shipped by Mead prior to the Closing Date or paper manufactured by Mead and classified in inventory as printed at the Closing Date is its responsibility. Mead may attempt to satisfy any obligation directly with the customer, without involving Decotone or the Morart Operation, through issuance of a Mead credit or cash disbursement to the customer.

In a customer warranty situation where Mead requests manufacturing assistance from Decotone and Decotone determines that it is technically able to economically satisfy the warranty obligation, Decotone will repair or replace the defective product. Any product so manufactured or repaired to satisfy such Mead obli-

gation will be invoiced directly to Mead and paid by Mead to Decotone on terms of 2%-10, net 30. Decotone will invoice Mead at the prices agreed upon by Mead and Decotone for the product and the quantity requested hereunder.

If the customer complains directly to Decotone and Mead does not satisfy the customer complaint within thirty (30) days of notice by Decotone, Mead acknowledges Decotone's right to negotiate and settle Mead product warranty obligations described above. Any amount so settled by Decotone shall be repaid~~ed~~ by Mead dollar *RG* for dollar notwithstanding the limitation provisions of Section *JW* 10.3 of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed by their authorized representatives (hereunto declaring to be duly authorized) on and as of the day and date first above set forth.

THE MEAD CORPORATION

TECHNOGRAPHICS DECOTONE U.S.,
INC.

By *John W. Herbert*

By *John L. Gabel*

Title: *Group Vice President*

Title: *President*

LIST OF REQUISITE SCHEDULES TO ASSET SALE AGREEMENT

<u>Schedule</u>	<u>Description</u>	<u>Page</u>
1.1(a)	Schedule of allocation of consideration.	
1.1(b)	Schedule of Machinery and Equipment (Including Cylinders) to be Sold	
3.2	Schedule of Customer Claims in Certain Cylinders.	
3.6	Schedule of Contract Breaches, If Any. . .	
3.7	Schedule of Collective Bargaining and Other Employee Agreements.	
3.8	Schedule of Pending or Threatened Litigation or Governmental Proceedings-Mead	
3.9	Schedule of Patents, Patent Applications, Patentable Inventions, Trade Names, Trademarks and Servicemarks	
3.10	Schedule of Commitments extending past Closing Date	
3.13	Schedule of Past Written Representations	
3.14	Schedule of Specific Changes Since January 1, 1986.	
4.4	Schedule of Pending or Threatened Litigation or Governmental Proceedings- Decotone	
8.3(a)	Schedule of Machinery and Equipment Which are not to be Disposed of by Decotone.	
8.3(b)	Schedule of Clean-up to be Completed by Decotone and Utility Arrangement. . .	

LIST OF REQUISITE EXHIBITS TO ASSET SALE AGREEMENT

<u>Exhibit</u>	<u>Description</u>
A	Form of Printing Agreement
B	Form of Promissory Note
C	Form of Bill of Sale

SCHEDULE 3.10

1. Commission Agreement between Mead Technical Papers and Arjomari Decor dated May 8, 1983.
2. Cylinder Exchange (Royalty) Agreement between The Mead Corporation and Fabricon Europe effective as of January 1, 1972.
3. Those obligations under the Agreement with Fred C. Strype International, Inc. dated January 28, 1980 which pertain to the Morart Operation. Arrangement has continued beyond the expiration date provided in the Agreement
4. Those obligations under the International Agency Agreement with Soungshin Trading Company effective as of January 1, 1985 which pertain to the Morart Operation. Arrangement has continued beyond the expiration date provided in the Agreement.
5. Those obligations under the International Agency Agreement with Middle East Trader's Private, Ltd. effective as of May 1, 1985 which pertain to the Morart Operation.
6. Product warranty obligations incurred by Mead in connection with the sale and shipment of product by the Morart Operation prior to the Closing Date, as provided in Section 11.13 of this Agreement.
7. All warranty claims, if any, against The Mead Corporation and claims against Mead for injury or damage to persons or property, which relate to inventory sold by Mead to Decotone pursuant to this Agreement and subsequently processed and/or resold by Decotone, subject to the express representations and warranties of Mead provided in Section 3.5 of this Agreement.
8. Purchase orders issued by the Specialty Paper Division of Mead Paper, South Lee, Massachusetts, as follows:

PURCHASE
ORDER NO.

ISSUED TO

7416

William Thom & Co., Inc.
PO Box 12035
Albany, NY 12212

8141

Western Mass Construction, Inc.
PO Box 661
Stockbridge, MA 01262

8349

Texgas Corporation
New Lebanon, NY 12125

PURCHASE
ORDER NO.

ISSUED TO

8361	Stonington Paper Tube Easthampton, MA 01027
8275	Hannon Detective Agency, Inc. 44 Verona Drive Westfield, MA 01035
8253	Agway Petroleum PO Box 115 South Lee, MA 01226
8262	Berkshire Clean-Way Rubbish Removal PO Box 253 Dalton, MA 01226
7612	Northeastern Scale Co., Inc. 1766 Western Avenue Albany, NY 12203
M-0380	Air Compressor Engineering Co., Inc. PO Box 738 Westfield, MA 01086
M-8251	Aladco 82 Commercial Street Adams, MA 01229
M-8258	American Linen Supply Co. 446 Hubbard Avenue Pittsfield, MA 01201
M-8549	Astro Chemical PO Box 2248 Springfield, MA 01101
M-0374	Berkshire Cleaning Contractors, Inc. 28 North Street PO Box 256 Pittsfield, MA 01202
M-0100	Blank Electric Supply Co. PO Box 1247 Pittsfield, MA 01202
M-8263	Borden Inks 6 - 10 22nd St. Fairlawn, NJ 07411
M-8466	B.T.L. of Ohio Box 2570 Toledo, OH 43606

PURCHASE
ORDER NO.

ISSUED TO

M-0410	C.T. Grigham Co. 1561 East St. Pittsfield, MA 01201
M-0095	Camden Electric Camden Valley Rd. Shusham, NY 12873
M-8467	Carter Paper Company 136 Wayside Avenue W. Springfield, MA 01089
M-0444	Daetwyler Corp. 75 Davios Drive Nauppauge, NY 11788
M-2650	Durt Central Co. Inc. 75 Great Road Acton, MA 01729
M-8275	Hannon Detective Agency, Inc. 44 Verona Drive Westfield, MA 01035
M-8278	Industrial Chromium 109 Lyman St. Holyoke, MA 01040
M-6710	Industrial Chromium 109 Lyman St. Holyoke, MA 01040
M-2850	Industrial Welding 44 Crystal St. Lenoxdale, AM 01242
M-8360	Judd Paper Company PO Box 669 Holyoke, MA 01040
M-0323	Lee Power Equipment, Inc. PO Box 68 Lee, MA 01238
M-0415	Lee Hardware Store & Rental Center 69 Main St. Lee, MA 01238
M-8330	Lee Hardware Store & Rental Center 69 Main St. Lee, MA 01238

PURCHASE
ORDER NO.

ISSUED TO

M-7656	Pioneer Plastics Co. Resopreg Div. PO Box 1014 Auburn, ME 04210
M-8339	Pittsfield Supply Co. 501 North St. Pittsfield, MA 01201
M-6919	Pittsfield Supply Co. 501 North St. Pittsfield, MA 01201
M-0047	P.H.D. Inc. Marboro Industrial Park Locke Drive Marboro, MA 01752
M-2872	P.H.D. Inc. Marboro Industrial Park Locke Drive Marbobo, MA 01752
M-2397	P.H.D. Inc. Marboro Industrial Park Locke Drive Marboro, MA 01752
M-0616	P/A Industries Inc. 522 Cottage Grove Bloomfield, CT 06002
M-6919	Pittsfield Supply 501 North St. Pittsfield, MA 01201
M-8367	Raffi & Swanson 100 Eames St. Wilmington, MA 01887
M-8368	Raffi & Swanson 100 Eames St. Wilmington, MA 01887
M-2931	Roth Pump Company Box 910 Rock Island, IL 61201
M-8420	Sicpa New Jersey Inc. PO Box 1029 2 Bridewell Place Clifton, NJ 06014-1029

PURCHASE
ORDER NO.

ISSUED TO

M-8348	Solvents Recovery Service Lazy Lane Southington, CT 06489
M-8400	Thilmany Pulp & Paper 10 Dale St. Waltham, MA 02154
M-2845	Valley Machine Knife Company 19 Wayside Avenue Drawer D W. Springfield, MA 01090
M-7305	VWR Scientific PO Box 232 Boston, MA 02101
M-8514	VWR Scientific PO Box 232 Boston, MA 02101
M-8090	VWR Scientific PO Box 232 Boston, MA 02101
M-8204	VWR Scientific PO Box 232 Boston, MA 02101
M-7831	VWR Scientific PO Box 232 Boston, MA 02101
M-6888	Wortco Inc. 22 High St. Franklin, OH 45005
M-8352	Valley Machine Knife Company 19 Wayside Ave. Drawer D West Springfield, MA 01085
M-0449	Taplin Pump & Compressor Corp 2005 Riverdale St. PO Box 1159 West Springfield, MA 01090
M-8579	Mercer Corporation 601 Stockbridge Rd. Gt. Barrington, MA 01230
M-0450	Lee Hardware Store & Rental Center 69 Main Street Lee, MA 01238

PURCHASE
ORDER NO.

ISSUED TO

M-0474

John B. Hall Inc.
P.O. Box 549
Gt. Barrington, MA 01230

M-0451

Balgen Machine
Route 41 P.O. Box 374
W. Stockbridge, MA 01266

9. Orders for product received from customers of the Specialty Paper Division of Mead Paper, South Lee, Massachusetts, as follows (Terms and Conditions of sale appearing on the back of Mead's Acknowledgment of Order and, as appropriate, Domestic Terms of Sale - Decorative Printing, effective as of April 1, 1985, and Export Terms of Sale - Decorative Paper, revised as of May 21, 1985, are incorporated into each order):

MEAD
ORDER NO.

SOLD TO

L60026

Mead Paperboard Products
P.O. Box 980
Lynchburg, VA 24505

L60025

Mead Paperboard Products
P.O. Box 980
Lynchburg, VA 24505

L60045

Mead Paperboard Products
P.O. Box 980
Lynchburg, VA 24505

L50595

Domtar Construction Materials Ltd.
Arborite Division
PO Box 385
LaSalle, Quebec, Canada H8R 3V5

L50594

Domtar Construction Materials Ltd.
Arborite Division
PO Box 385
LaSalle, Quebec, Canada H8R 3V5

MEAD
ORDER NO.

SOLD TO

L60051	Domtar Construction Materials Ltd. Arborite Division PO Box 385 LaSalle, Quebec, Canada H8R 3V5
L50596	Domtar Construction Materials Ltd. Arborite Division PO Box 385 LaSalle, Quebec, Canada H8R 3V5
L60029	Domtar Construction Materials Ltd. Arborite Division PO Box 385 LaSalle, Quebec, Canada H8R 3V5
L50593	Domtar Construction Materials Ltd. Arborite Division PO Box 385 LaSalle, Quebec, Canada H8R 3V5
L60050	Domtar Construction Materials Ltd. Arborite Division PO Box 385 LaSalle, Quebec, Canada H8R 3V5
L60027	Domtar Construction Materials Ltd. Arborite Division PO Box 385 LaSalle, Quebec, Canada H8R 3V5
L60052	The Dexter Corporation CH Dexter Division Accts. Payable Dept. PO Box D Windsor Locks, CT 06096
L50590	Chemical Export Co. 262 Washington St. Boston, MA 02108
L60024	American Cyanamid Co. One Cyanamid Place Wayne, NJ 07470

<u>MEAD ORDER NO.</u>	<u>SOLD TO</u>
L60006	Conolite/Pionex Division of Pioneer Plastics DeSoto Ave. PO Box 1973 Morristown, TN 37814-1973
L50580	Conolite/Pionex Division of Pioneer Plastics DeSoto Ave. PO Box 1973 Morristown, TN 38714-1973
L60061	Fiberesin Industries Inc. PO Box 88 Oconomowoc, WI 53066
L60060	Fiberesin Industries Inc. PO Box 88 Oconomowoc, WI 53066
L60019	Fiberesin Industries Inc. PO Box 88 Oconomowoc, WI 53066
L50556	Formica Canada Inc. CP 430 St. Jean, Quebec, Canada J3B 6E9
L60071	Formica Canada Inc. CP 430 St. Jean, Quebec, Canada J3B 6E9
L50480	Masonite Corporation PO Box 310 Tarboro, NC 27886
L60065	Nevamar Corporation 8339 Telegraph Rd. Odenton, MD 21113
L50606	Nevamar Corp. 8339 Telegraph Rd. Odenton, MD 21113
L60018	Nevamar Corporation 8339 Telegraph Rd. Odenton, MD 21113
L60063	Nevamar Corporation 8339 Telegraph Rd. Odenton, MD 21113

<u>MEAD ORDER NO.</u>	<u>SOLD TO</u>
L60066	Nevamar Corporation 8339 Telegraph Rd. Odenton, MD 21113
L60067	Nevamar Corporation 8339 Telegraph Rd. Odenton, MD 21113
L60068	Nevamar Corporation 8339 Telegraph Rd. Odenton, MD 21113
L60069	Nevamar Corporation 8339 Telegraph Rd. Odenton, MD 21113
L60046	Norplex Division UDP Inc. Box 1448 LaCrosse, WI 54601
L60049	Pioneer Plastics Corp. Div. of LOF Plastics Inc. Pionite Rd. Auburn, ME 04210
L60036	Pioneer Plastics Corp. Div. of LOF Plastics Inc. Pionite Rd. Auburn, ME 04210
L60002	Pioneer Plastics Corp. Div. of LOF Plastics Inc. Pionite Rd. Auburn, ME 04210
L60053	Pioneer Plastics Corp. Div. of LOF Plastics Inc. Pionite Rd. Auburn, ME 04210
L60033	Pioneer Plastics Corp. Div. of LOF Plastics Inc. Pionite Rd. Auburn, ME 04210
L60064	Pioneer Plastics Corp. Div. of LOF Plastics Inc. Pionite Rd. Auburn, ME 04210

<u>MEAD</u> <u>ORDER NO.</u>	<u>SOLD TO</u>
L60032	Pioneer Plastics Corp. Div. of LOF Plastics Inc. Pionite Rd. Auburn, ME 04210
L60043	Pioneer Plastics Corp. Div. of LOF Plastics Inc. Pionite Rd. Auburn, ME 04210
L60072	Pioneer Plastics Corp. Div. of LOF Plastics Inc. Pionite Rd. Auburn, ME 04210
L60004	Pioneer Plastics Corp. Div. of LOF Plastics Inc. Pionite Rd. Auburn, ME 04210
L60030	Pioneer Plastics Corp. Div. of LOF Plastics Inc. Pionite Rd. Auburn, ME 04210
L60062	Pluswood Inc. Box 2248 Oshkosh, WI 54901
L50618	Sinteticos S.A. Apartado Aereo 839 Medellin, Colombia
L50617	Sinteticos S.A. Apartado Aereo 839 Medellin, Colombia
L60039	Westinghouse Electric Corporation Micarta Division Hampton, SC 29924
L50615	Westinghouse Electric Corporation Micarta Division Hampton, SC 29924
L60057	Westinghouse Electric Corporation Micarta Division Hampton, SC 29924
L60041	Westinghouse Electric Corporation Micarta Division Hampton, SC 29924

MEAD
ORDER NO.

SOLD TO

L50616	Westinghouse Electric Corporation Micarta Division Hampton, SC 29924
L60054	Westinghouse Electric Corporation Micarta Division Hampton, SC 29924
L60056	Westinghouse Electric Corporation Micarta Division Hampton, SC 29924
L60058	Westinghouse Electric Corporation Micarta Division Hampton, SC 29924
L60023	Westinghouse Electric Corporation Micarta Division Hampton, SC 29924
L60040	Westinghouse Electric Corporation Micarta Division Hampton, SC 29924
L60037	Westinghouse Electric Corporation Micarta Division Hampton, SC 29924
L60055	Westinghouse Electric Corporation Micarta Division Hampton, SC 29924
L60035	Wilsonart R. Wilson Plastics Co. 600 General Bruce Drive Temple, TX 76501
L50555	Wilsonart R. Wilson Plastics Co. 600 General Bruce Drive Temple, TX 76501
L50543	Wilsonart R. Wilson Plastics Co. 600 General Bruce Drive Temple, TX 76501

MEAD
ORDER NO.

SOLD TO

L60021

Wilsonart
R. Wilson Plastics Co.
600 General Bruce Drive
Temple, TX 76501

L60070

Wilsonart
R. Wilson Plastics Co.
600 General Bruce Drive
Temple, TX 76501

L60020

Wilsonart
R. Wilson Plastics Co.
600 General Bruce Drive
Temple, TX 76501

L60048

Wilsonart
R. Wilson Plastics Co.
600 General Bruce Drive
Temple, TX 76501



Specialty Paper Division
South Lee, Massachusetts 01260-0128

Telephone: 413-243-1231
Telex: 710-369-1342

NOTICE & CERTIFICATE

In connection with the closing of the transaction which is the subject matter of the Sale Agreement between Technographics Decotone U.S., Incorporated and The Mead Corporation, dated February 27, 1986 ("Agreement"), this is to notify you of the following addition to Schedule 3.10 to the Agreement:

Purchase Orders

<u>Order Number</u>	<u>Vendor</u>
M-0482	Lee Hardware Store & Rental Center

Customer Orders

<u>Order Number</u>	<u>Customer</u>
L60081	Domtar Contr. Materials Ltd., Arborite Division
L60075	Conolite/Pionex Div. of Pioneer Plastics
L60083	Idimeca
L60077	Nevamar Corporation
L60076	Pioneer Plastics Corp. Div of LOF Plastics Inc.
L60074	Pioneer Plastics Corp. Div of LOF Plastics Inc.
L60059	Westinghouse Electric Corporation
L60079	Westinghouse Electric Corporation
L60073	Westinghouse Electric Corporation
L60080	Westinghouse Electric Corporation
L60078	Wilsonart/ R. Wilson Plastics Co.
L60082	Wilsonart/ R. Wilson Plastics Co.
L50528	Formica Canada, Inc.
L50611	Formica Canada, Inc.
L50577	Formica Plastics PTY
L50576	Formica Plastics PTY

Customer Orders

<u>Order Number</u>	<u>Customer</u>
L20339 L50585	Industrias Resistol S.A. Fred C. Strype, Inc./Fred C. Strype International Inc.

The additions of the foregoing purchase and customer orders to Schedule 3.10 are consistent with Mead's representation in Section 3.14 of the Agreement and are not part of Schedule 3.14.

THE MEAD CORPORATION
SPECIALTY PAPER DIVISION

By *Daniel L. Klausmeyer*
President & General Manager

Date *March 3, 1986*

5-24A-122-326

MeadPaper

SPECIALTY PAPER DIVISION
SOUTH LEE, MASSACHUSETTS 01208-0128

PURCHASE
ORDER # M- 8348

THIS NUMBER MUST APPEAR
ON ALL CORRESPONDENCE
INVOICES, PACKING SLIP,
SHIPPING DOCUMENTS AND
PACKAGES.

TO Solvents Recovery Service
• Lazy Lane
Southington, CT 06489

		DELIVERY AREA No.				
		1	2	3	4	5
W	WILLOW PLANT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H	LAUREL PLANT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I						
P	MORART PLANT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
T						
O	ATTN. E. Cuene					

DATE 1/1/86	FOR SHIPMENT as needed	VIA Truck - PPD/Charged	TO Southington, CT	TERMS N/15
----------------	---------------------------	----------------------------	-----------------------	---------------

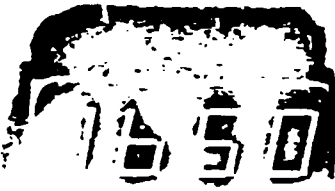
QUANTITY ORDERED	DESCRIPTION	PRICE
	<p><u>BLANKET ORDER</u> for 1986 for recovering our Cellosolve Solvent. & <i>Residual</i></p> <p><i>Cancelled By F. Wojcik March 21/1986</i></p>	<p>Est. \$20.00/cwt. 35.00</p>
M-6729		
MASS. SALES TAX <input checked="" type="checkbox"/> EXEMPT 310-535-759 <input type="checkbox"/> NON-EXEMPT		

This Purchase Order, which constitutes an offer, includes the Terms and Conditions on the front and reverse sides hereof. Please read these carefully by shipping this order, or by acknowledging receipt of this order, or by performing the above work, you agree to such Terms and Conditions, which may vary from time to time. Any variation of either shall not be deemed to be an acceptance of any terms and conditions, express and any implied or additional terms or conditions in any proposal, acknowledgment, invoice and any other document or communication submitted to and accepted by these Terms and C

Edward C. Wojcik
PURCHASING AGENT
ifck

CONFIDENTIAL

936	...	11/17/57	10	11/21	...
937	M. Swift	11/18/57	3 + 91	gone	...
938	...	11/18/57	"	12/4	...
939	M. Swift	11/13/57	54	gone	Hartford
940	Costa Prod.	11/18	52	gone	...
941	Optical Plastics	11/18	29 (P. Penn) 29 (W. New)	-	Stamford
942	Wroster Chem	11/18	7	...	Wroster Chem
943	...	11/19	15	12/3	...
944	Chem Prod. Co	11/19	13	12/27	...
945	Chem Prod. Co	11/19	11	12/27	East Providence
946	...	11/20	11	12/3	Weymouth Mass
947	...	11/20	1	12/2	...
948	...	11/21	58	12/17	...
949	...	11/21	28	12/12	...
950	Hagen Paper	11/21	13	12/4	Halyard Paper
951	Jacobson	11/21	6	12/2	...
952	M. Swift	11/22	18 + 870	gone	...
953	M. Swift	11/22	18	12/2	...
954	Modern Electronics	11/22	26	12/16	...
955	...	11/23	20	12/1	...
956	Chem Coal	11/25	18	12/18	Ruby Hill
957	M. Swift	11/26	15	gone	...
958	...	11/26	26	12/17	...
959	...	11/27	44	12/19	...
960	M. Swift	11/27	7	gone	Hartford
961	...	11/27	16	12/6	...
962	...	11/27	54	gone	...
963	...	11/27	2	12/3	...
964	Hotchkiss	12/2	16	12/10	...
965	...	1/5	25	11/40	...



CONFIDENTIAL

2286	Western Sealant	5/10	3	✓	Winnipeg
2287	Colts Mfg Co	5/10	5	✓	Winnipeg
2288	Gen Electric Humble	5/11	22	✓	Stouffville
2289	Dynisco Mfg	5/11	27	✓	Winnipeg
2290	Lucas Bell PPT	5/12	12	✓	Thornhill
2291	Walford Prod Machinery	5/12	6	✓	Winnipeg
2292	Walford Pktny	5/12	16	✓	Winnipeg
2293	Le Pontre Incl	5/12	12	✓	Winnipeg
2294	Phillips Brothers	5/16	13-14	✓	Winnipeg
2295	Arnoldware Co	5/16	7	✓	Winnipeg
2296	Gen Electric - Ware	5/16	27	✓	Winnipeg
2297	Kolta Prod	5/17	24	✓	Winnipeg
2298	G. Henkel Mfg	5/17	7	✓	Winnipeg
2299	Cyclot Spr	5/17	10	✓	Winnipeg
2300	Whitney Davis	5/17	15 TC	✓	Winnipeg
2301	Whitney Davis	5/17	11 TC	✓	Winnipeg
2302	H T Bushman	5/18	7	✓	Winnipeg
2303	Chem Soc	5/18	21	✓	Winnipeg
2304	M. Swift & Son	5/19	18-8	✓	Winnipeg
2305	Cyclot Spr	5/19	10	✓	Winnipeg
2306	Walford Pktny	5/19	23	✓	Winnipeg
2307	H. D. Thompson	5/20	5	✓	Winnipeg
2308	Walford Pktny	5/23	20	✓	Winnipeg
2309	Walford Pktny	5/23	16	✓	Winnipeg
2310	Argon Structures	5/23	8	✓	Winnipeg
2311	Walford Pktny	5/23	17	✓	Winnipeg
2312	H. D. Thompson	5/23	2	✓	Winnipeg
2313	Walford Pktny	5/23	12 TC	✓	Winnipeg
2314	Walford Pktny	5/23	9 TC	✓	Winnipeg
2315	Walford Pktny	5/23	1	✓	Winnipeg

CONFIDENTIAL

26 17	M. Swift	11/8	18-16
26 18	Electric Motor	11/8	7
26 19	R.I. Chem	11/8	11
26 20	R.C. Lewis Co.	11/8	6
26 21	August Paper	11/9	13
26 22	Eyelet Wire	11/10	10
26 23	Helena Inc	11/10	5
26 24	Depression 2/9	11/10	28
26 25	Lyons Bros	11/14	6
26 26	Forrest Co	11/14	20
26 27	Quinn Corp	11/15	23
26 28	Northrup	11/15	26-27
26 29	Gen. Pack	11/16	14
26 30	Electric	11/17	14
26 31	Heim Co	11/17	5
26 32	Balta & Co	11/17	54
26 33	Wenger ^{Co}	11/17	26
26 34	Pat. July	11/17	2
26 35	East River	11/18	23-5
26 36	W. T. Hubert	11/18	7
26 37	Chem. Inc	11/18	31
26 38	Howard	11/21	21
26 39	Refined Oil	11/21	28
26 40	Struct. July	11/22	5
26 41	M. Swift	11/22	15
26 42	Southbury	11/22	27
26 43	Electric Motor	11/23	12
26 44	Becker, Inc	11/25	3
26 45	U.S. Motor	11/28	6
26 46	Brady, Inc	11/28	28

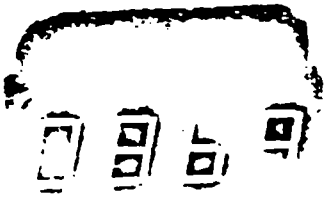
Hutton et
 William. Co et
 Cranston R.F.
 Prov. R.F.
 Holyoke Mass
 Wallingford et.
 Stamford et.
 Framingham Mass.
 Johnston
 Ferrisburgh
 West Springfield
 Shelburne
 Stamford
 Old Greenwich
 Fairfield Conn
 Lawrence Mass
 Walpole, Mass
 Chewstons Mass
 Throxford
 Norwalk
 Malden Mass
 W. Springfield
 Cambridge Mass.
 Peekskill, N.Y.
 Springfield
 Northbury Mass
 Williamette
 Stamford
 Milford et
 Brattleboro

1 00000

1560	Vernon Sealer	6-22	28	Haverhill Mass.
1561	Bradley Lobs	6-23	30	Brookline VT.
1562	Wampden Lloyd Paper	6-25	4dec	Holyoke Mass.
1563	Wampden Lloyd Paper	6-25	2911/2	Holyoke Mass.
1564	Courtesy Corp	6-25	18	Vernon Conn.
1565	Midland Dexter	6-26	82	Rocky Hill Conn.
1566	P.E. Bradley Lobs	6-28	15	Battleboro VT.
1567	Plymouth Rubber	6-28	844	Centon Mass.
1568	Hayes Paper Co	6-28	23	Holyoke Mass.
1569	Ben Moore Co	6-28	42	Milford Mass.
1570	Grantex	6-28	1501/2	Springfield Mass.
1571	Grantex	6-28	471/2	Springfield Mass.
1572	Acme Folding	6-29	4	Northwalk Conn.
1573	Weymouth Art Sea	6-29	72 1/2	S. Braintree Mass.
1574	Weymouth Art Sea	6-29	7 1/2	S. Braintree Mass.
1575	Dixtons Good.	6-29	29160	Westminster Mass.
1576	Etney Bowes	7-3	19mi	Stamford Conn.
1577	Torrington Co	7-3	67	Torrington Conn.
1578	Bradley Lobs	7-5	11	Battleboro VT.
1579	Centon Paper Corp	7-5	29	Malden Mass.
1580	Derrison Mfg	7-5	42	Franklin Mass.
1581	Bradley Lobs	7-6	25	Rocky Hill Conn.
1582	Millard Dexter	7-9	80	Rocky Hill Conn.
1583	Midway & Son	7-10	23 1/2	Northwalk Conn.
1584	Albi Div. P.S.	7-10	25	Rockville Conn.
1585	Albi Div. P.S.	7-10	50	Rockville Conn.
1586	Fuller & Son	7-11	6	Springfield Mass.
1587	Worcester Plant	7-11	7 1/2	Catville Ct.
1588	Worcester Plant	7-11	5 1/2	Catville Ct.
1589	Worcester Plant	7-11	17 1/2	Torrington Conn.
1590	Dixtons Good	7-12	25	Westminster Mass.
1591	Bradley Lobs	7-13	18	Wilmington VT.
1592	Bill Gorman	7-13	10	Hullington Ct.
1593			27 1/2	
1594				
1595				

SRP031

M0004





STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE OFFICE BUILDING HARTFORD, CONNECTICUT 06115



MONTHLY REPORT FORM FOR 25-5425 PERMIT

Name of Reporting Co. SOLVENTS RECOVERY SERVICE Report Form For Month of OCTOBER 1981
OF N.E., INC.
 Address LAZY LANE, SOUTHINGTON, CT 06489

Name and Address Company Generating Waste Material	Material Collected Specify Chemical Composition and Process Generating Waste	Method of Disposal Location of Disposal Facility	Amounts and Date Material Collected/Receiv.
HEAD PAPER S. LEE, MA	RECOVERY MATERIAL	LAZY LANE, SOUTHINGTON, CT	10/22 2,130 GAL
POLYVINYL WILMINGTON, MA	" "	" "	" 80 DRS
KEYMOUTH ART LEATHER S. BRAINTREE, MA	" "	" "	" 5,136 GAL
COLLO DRUM SEACON FALLS, CT	" "	" "	10/27 4 DRS
DWIGHT JUDSON E. HARTFORD, CT	" "	" "	" 2 DRS
MAGNET FLORANCE, MA	WASTE MATERIAL	" "	" 5 DRS
PAFFI & SWANSON WILMINGTON, MA	RECOVERY MATERIAL	" "	" 5,579 GAL
M.R. GRACE S. ACTON, MA	WASTE MATERIAL	" "	" 2,313 GAL
HEBARD HALL WATERBURY, CT	RECOVERY MATERIAL	" "	10/28 2,200 GAL
BANGOR PONTA FALL RIVER, MA	" "	" "	" 5,028 GAL
AMERICAN THERMOSTAT S. CAIRO, N.Y.	" "	" "	" 19 DRS
HEAD PAPER S. LEE, MA	WASTE MATERIAL	" "	" 22 DRS
DIGITECH RIDGEFIELD, CT	" "	" "	" 9 DRS
KIPPER NEWARK, N.J	RECOVERY MATERIAL	" "	10/29 4,000 GAL
WINCHESTER ELECTRONICS GAKVILLE, CT	" "	" "	" 6 DRS
HARTFORD COOPERAGE HARTFORD, CT	WASTE MATERIAL	" "	10/30 31 DRS
ELDORADO TOOL MILFORD, CT	RECOVERY MATERIAL	" "	" 8 DRS
MOORE SPEC. TOOL BRIDGEPORT, CT	" "	" "	" 11 DRS
GRAPHIC COLOR PLATE STAMFORD, CT	WASTE MATERIAL	" "	" 25 DRS
PSALO SIRENSBURY, MA	" "	" "	" 37 DRS

RECEIVED
NOV 10 1981
HAZARDOUS MATERIALS
MANAGEMENT UNIT

SRP031

M00005

GENERATOR: **Head Corp. Laurel & Morant Mill Pleasant St. So. Lee, Ma. 01260 (413) 243-1231**
 PRIMARY TRANSPORTER: **Solvents Recovery Service of N.E. Lazy Lane, Southington, Ct. 06489 (203) 428-8084**
 CONTINUING TRANSPORTER: **Solvents Recovery Service of N.E. Lazy Lane, Southington, Ct. 06489 (203) 428-8084**

MAILING ADDRESS: **Pleasant St. So. Lee, Ma. 01260**
 PHONE NUMBER: **(413) 243-1231**
 STATE/EPA ID NO: **MA D004987733**

HWF: **Solvents Recovery Service of N.E. Lazy Lane, Southington, Ct. 06489 (203) 428-8084**
 IF MORE THAN ONE MANIFEST: **NO**
 TOTAL NO. OF THIS FORM: **11**
 MANIFEST NO. OF FIRST FORM: **MA 0003925**
 DATE SHIPPED: **10/28/81**
 EXPECTED ARRIVAL DATE: **10/28/81**

U.S. DOT SHIPPING NAME	DOT HAZARD CLASS	UN / NA NO	WT / VOL	UNITS	UNIT CODE	CONTAINER		EPA WASTE NO	DESCRIPTION OR WASTE ANALYSIS IF WASTE IS NOS
						NO	TYPE		
Waste Flammable, Solid NOS	Flammable Solid	UN 1325	1320	gal	6	DR	DR	D007	Residue from Printing Equipment Wash Solution
								D008	

SPECIAL HANDLING INSTRUCTIONS INCLUDING ANY CONTAINER EXEMPTION, AND EMERGENCY RESPONSE INFORMATION

IN THE EVENT OF A SPILL, CONTACT THE NATIONAL RESPONSE CENTER, U.S. COAST GUARD 1-800-424-8802

REQUIRED LABELS: YES NO
 PLACARDS REQUIRED: YES NO

THIS IS TO CERTIFY THAT I AM THE PRIMARY TRANSPORTER AND HAVE ACCEPTED THE DESCRIBED SHIPMENT IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED HWF.
 SIGNATURE OF TRANSPORTER: *[Signature]*

DATE SHIPMENT ACCEPTED: **10/28/81**

STATE: **MA** COMPANY NO FOR TRAILER, MARINE OR RAIL: **203325**

DATE OF DELIVERY: **10/28/81**

THIS IS TO CERTIFY THAT I AM THE CONTINUING TRANSPORTER AND HAVE ACCEPTED THE DESCRIBED SHIPMENT IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED HWF.
 SIGNATURE OF TRANSPORTER: _____

DATE SHIPMENT ACCEPTED: _____

STATE: _____ COMPANY NO FOR TRAILER, MARINE OR RAIL: _____

DATE OF DELIVERY: _____

INDICATE ANY DIFFERENCES BETWEEN MANIFEST AND SHIPMENT AND LIST REJECTED MATERIALS, INDICATE DISPOSITION OF REJECTED SHIPMENT

CERTIFY THAT THE DESCRIBED WASTE(S) WAS DELIVERED BY THE AFOREMENTIONED DELIVERING TRANSPORTER AND THAT THE INFORMATION ON THIS

MANIFEST IS CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: *B McKay*

DATE: **10/28/81**

HANDLING METHOD

501	
150	

THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY

William C. Grant 108 11/3 81/3-1231

HAZARDOUS WASTE MANIFEST AND SHIPPING PAPER

MANIFEST NUMBER

GENERATOR Wood Corp. Laurel & Moran Mill	MAILING ADDRESS Pleasant St. Soulee, Ma 01260	PHONE NUMBER (413) 243-1231	STATE/EPA ID NO MA D0449877331
PRIMARY TRANSPORTER Solvents Recovery Service of N.E.	Lazy Lane, Southington Ct. 06489	(203) 628-8084	CT D009217694
CONTINUING TRANSPORTER Solvents Recovery Service of N.E.	Lazy Lane, Southington Ct. 06489	(203) 628-8084	CT D009217694

IF MORE THAN ONE MANIFEST IS SHIPPED, TOTAL NO OF SHIPPING PAPERS USED	THIS FORM NO IS	MANIFEST NO. OR FIRST FORM NO	DATE SHIPPED	EXPECTED ARRIVAL DATE	DESCRIPTION OF WASTE ANALYSIS IF WASTE IS N.O.S.			
11	11	MA 0003962	12/08/81	12/08/81				
U.S. DOT SHIPPING NAME	DOT HAZARD CLASS	UN / NA NO	WT / VOL	UNCS	UNIT CODE	CONTAINER NO. TYPE	EPA WASTE NO.	
Wash Solvent, NDS Liquid	Flammable	NA 1993	1005	9	15A	15A	D001	cellulosic Solvent
								Carbital
								Neosol
								Ethyl Acetate

SPECIAL HANDLING INSTRUCTIONS INCLUDING ANY CONTAINER EXEMPTION, AND EMERGENCY RESPONSE INFORMATION

IN THE EVENT OF A SPILL, CONTACT THE NATIONAL RESPONSE CENTER, U.S. COAST GUARD 1-800-424-9802

REQUIRED LABELS <input checked="" type="checkbox"/> H.S. <input type="checkbox"/> N.U.	THIS IS TO CERTIFY THAT I AM THE PRIMARY TRANSPORTER AND HAVE ACCEPTED THE DESCRIBED SHIPMENT IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED H.W.F. <i>[Signature]</i> SIGNATURE OF TRANSPORTER	DATE SHIPMENT ACCEPTED MONTH: 12 DAY: 08 YEAR: 81	STATE: CT COMPANY NO. FOR TRAILER, MARINE OR RAIL: 57531 VEHICLE ID: 57531	DATE OF DELIVERY MONTH: 12 DAY: 08 YEAR: 81
PLACARDS REQUIRED Flammable	THIS IS TO CERTIFY THAT I AM THE CONTINUING TRANSPORTER AND HAVE ACCEPTED THE DESCRIBED SHIPMENT IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED H.W.F. SIGNATURE OF TRANSPORTER	DATE SHIPMENT ACCEPTED MONTH: DAY: YEAR:	STATE: COMPANY NO. FOR TRAILER, MARINE OR RAIL: VEHICLE ID:	DATE OF DELIVERY MONTH: DAY: YEAR:

INDICATE ANY DIFFERENCES BETWEEN MANIFEST AND SHIPMENT AND LIST REJECTED MATERIALS, INDICATE DISPOSITION OF REJECTED SHIPMENT

CERTIFY THAT THE DESCRIBED WASTE(S) WAS DELIVERED BY THE AFOREMENTIONED DELIVERING TRANSPORTER AND THAT THE INFORMATION ON THIS MANIFEST IS CORRECT TO THE BEST OF MY KNOWLEDGE
[Signature]
SIGNATURE DATE: 12/08/81

HANDLING METHOD	
1	
2	
3	
4	

THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Thomas D. Cavallaro H 681 413 243-1231

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



MONTHLY REPORT FORM FOR 25-5-22 PERMIT

Name of Reporting Co. SOLVENTS RECOVERY SERVICE OF N.E., INC. Report Form For Month of DECEMBER
Address LAZY LANE, P.O. BOX 362, SOUTHTON, CT 06489

Name and Address Company Generating Waste Material	Material Collected Specify Chemical Composition and Process Generating Waste	Method of Disposal Location of Disposal Facility	Amounts and Date Material Collected/Recei
NORIN & JUDD MIDDLETOWN, CT	WASTE MATERIAL	LADY LANE, SOUTHTON, CT	12/7 18 DF
RAFFI & SWANSON WILMINGTON, MA	RECOVERY MATERIAL	" "	" 5,042 GF
STRATHMORE PRODS SYRACUSE, N.Y.	" "	" "	" 5,328 GF
ESPEY SARATOGA SPRINGS, N.Y.	" "	" "	12/8 7 DF
MEAD PAPER S. LEE, MA	" "	" "	" 1,985 GF
BRAND REX WILLIMANTIC, CT	" "	" "	" 1,080 GF
STANLY WORKS NEW BRITIAN	WASTE MATERIAL	" "	" 2,028 GF
ZOLLO DRUM BEACON FALLS, CT	" "	" "	" 18 DF
POWAL TANNING N. POWAL, VT	RECOVERY MATERIAL	" "	" 23 DF
W.A. APRSON DURHAM, CT	" "	" "	12/9 1,490 GA
PERVEL ENDS. PLAINFIELD, CT	" "	" "	" 142 DF
PERVEL ENDS. PLAINFIELD, CT	WASTE MATERIAL	" "	" 12 DF
LIGET-O-LIER NORWICH, CT. "	RECOVERY MATERIAL	" "	" 1,288 GA
CALIFORNIA PRODS. CAMBRIDGE, MA	WASTE MATERIAL	" "	" 3,592 GA
AMERICAN BILTRITE BIRMINGHAM, MA	" "	" "	12/10 1,490 GA
L.E. CARPENTER LINDEN, N.J.	RECOVERY MATERIAL	" "	" 4,430 GA
CHENRO LINDEN, N.J.	WASTE MATERIAL	" "	" 9 DF
HANSCREEN LINDEN, N.J.	RECOVERY MATERIAL	" "	" 33 DF
AMERICAN LEATHER LINDEN, N.J.	" "	" "	" 36 DF
OAK MATERIAL HOESICK FALLS, N.Y.	WASTE MATERIAL	" "	12/11 80 DF

SRP031

M00008

SRP031

HAZARDOUS WASTE MANIFEST AND SHIPPING PAPER

MA 0074222

NAME	MAILING ADDRESS	PHONE NUMBER	STATE/PAID NO						
Primary Transporter Crown Corp. Laurel & Mount Mill Solved Recovery of New England	Plant St. Lee, 1045 01260 Lans Ln. Southington, Ct. 06489	(413) 275 1231 (203) 625 8174	MA ID 044987733 CT D009717604						
Generator Solved Recovery of New England	Lans Ln. Southington, Ct. 06489	(203) 625 8174	CT D009717604						
IF MORE THAN ONE MANIFEST, TOTAL NO. OF SHIPPING PAPERS IS USED	THIS FORM	MANIFEST NO. OF FIRST FORM	DATE SHIPPED						
1	A	03	12 24						
EXPECTED ARRIVAL DATE	12 24								
U.S. DOT SHIPPING NAME	DOT HAZARD CLASS	UN/NA NO	MT/NA	UNITS	HAZ CODE	CONTAINER NO	TYPE	SPC NO	DOT SHIPPING OR WASTE ANALYSIS IF WASTE IS HAZ
Waste Solvent *N.O.S.	Liquid	NA 193	1.20.1.7	Gals	G1	0011	TA	DD.D.1	* Cello Solvent Carbide Solvent Neosol Ethyl Acetate
SPECIAL HANDLING INSTRUCTIONS INCLUDING ANY CONTAINER EXCEPTION, AND EMERGENCY RESPONSE INFORMATION									
IN THE EVENT OF A SPILL, CONTACT THE NATIONAL RESPONSE CENTER, 800 424 9007									
REG-DEL 001	THIS IS TO CERTIFY THAT I AM THE PRIMARY TRANSPORTER AND HAVE ACCEPTED THE DELIVERED SHIPMENT IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED HW					DATE		STATE	
12/24/03	<i>San Luis</i>					12/24/03		CT 06489	
REG-DEL 002	THIS IS TO CERTIFY THAT I AM THE COMMONS TRANSPORTER AND HAVE ACCEPTED THE DELIVERED SHIPMENT IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED HW					DATE		STATE	
12/24/03	<i>F. H. ...</i>					12/24/03		CT 06489	
INDICATE ANY DIFFERENCES BETWEEN MANIFEST AND SHIPMENT AND LIST REJECTED MATERIALS, AND DATE OF RETURN OF REJECTED SHIPMENT									
I CERTIFY THAT THE DESCRIBED WASTE(S) WAS DELIVERED BY THE ACCEPTED OR DELIVERING TRANSPORTER AND THAT THE INFORMATION ON THIS MANIFEST IS CORRECT TO THE BEST OF MY KNOWLEDGE									

GENERATOR COMPLETES

TRANSPORTER COMPLETES

RECEIVER COMPLETES

THIS IS TO CERTIFY THAT THE ABOVE DESCRIBED MATERIALS ARE PROPERLY CLASSIFIED AND PACKAGED FOR TRANSPORT AND ARE IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED HW. I AM THE COMMONS TRANSPORTER AND HAVE ACCEPTED THE DELIVERED SHIPMENT IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED HW.

C. ...

84622

60000

CUSTOMER NAME AND # Mead Paper JOB # 4000 DATE 3/12/54

BULK UNLOADING _____ BULK SHIPMENT _____ CRUDE EVALUATION _____
 TANKER _____ TANKER T-23 OPERATOR _____
 COMPARTMENT _____ COMPARTMENT 2 GRAVITY .992
 SAMPLES TAKEN BY (1 OR 2A) _____ CONFIRMED EMPTY _____ NITRO NEG
 TOP _____ ~~TEST~~ APPEARANCE: Orange-brown
 BOTTOM ~~TEST~~ SP GR .992 LOADED BY DM SOLUBILITY _____
 INCHES _____ SAMPLE TAKEN BY (8 OZ.) _____ H2O _____
 GALLONS 2000 TOP _____ ACID _____
 TRANSFERRED TO 80 + 1400 BOTTOM _____ DMS _____
 TANKER CONFIRMED EMPTY BY BE INCHES 33" diam LAB EST. YIELD _____
 GALLONS _____

DRUM RECORD

DATE STILL 81% 82% 83% DRS. 1/3 DOWN DRS. 1/2 DOWN DRS. 3/4 DOWN OPERATOR

1 _____

CRUDE SAMPLE TAKEN, MARKED AND RETAINED ON 1ST STILL LOAD BY

2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
TOTALS								

DATE AND TIME STARTED	OPERATOR	GALS. OR DRS.	TANK OR STILL	OPERATION	CHEMICALS ADDED	FINISHED GALS.	TEST	TIME OPR FINISHED

32809

DRUMS	GROSS	TARE	NET	OPERATOR
TOTALS				

AS SHIPPED
 MOISTURE TEST _____ KF _____ LACTOL _____
 COLOR _____
 SP. GR. @ 20C .990
 GALS. OR DRS. _____
 Mead Paper
 11/11/54

SRP031

SRP031

0726

HAZARDOUS WASTE MANIFEST AND SHIPPING PAPER

MA 0074226

11930

M00011

GENERATOR COMPLETES

TRANSPORTER COMPLETES

OPERATOR Allrad Corp (cont) after mt Hill		MAILING ADDRESS 1600 Paul St. S. Lynn, MA 01906		PHONE NUMBER (912) 222-231		STATE/EPA ID NO MA 10, 449, 77, 73, 3		
PRIMARY TRANSPORTER Solvent Recovery of New England		LOCAL ADDRESS Lynn St. South Lynn, CT 06487		PHONE NUMBER (860) 227-2000		STATE/EPA ID NO CT 10, 09, 7, 12, 10, 8		
CONTINUING TRANSPORTER								
RECYCLING/RECOVERING/NEW SOLVENT		Lynn St. South Lynn, CT 06487				EPA ID NO CT 10, 09, 7, 12, 10, 8		
IF MORE THAN ONE MANIFEST		TOTAL NO OF FORMS ARE	THIS FORM NO IS	MANIFEST NO OF FIRST FORM	DATE SHIPPED	EXPECTED ARRIVAL DATE		
SHIPPING PAPER IS USED		10	10	10	08/27/84	09/23/84		
U.S. DOT SHIPPING NAME	DOT HAZARD CLASS	UN / NA NO	WT / VOL	LVTS	UNIT CODE	CONTAINER NO	EPA WASTE NO	DESCRIPTION OF WASTE ANALYSIS IF WASTE IS RCRA
White Solvent N.C.S.	Flammable Liquid	NA 1993	24.0 Gal	G		JTB	DO011	4 cals Solvent On label Solvent N.C.S. 5th, 1 Acetate
SPECIAL HANDLING INSTRUCTIONS INCLUDING ANY CONTAINER EXEMPTION, AND EMERGENCY RESPONSE INFORMATION								
IN THE EVENT OF A SPILL, CONTACT THE NATIONAL RESPONSE CENTER, U.S. COAST GUARD, 800 474 6000								
PREPARED LABELS	THIS IS TO CERTIFY THAT I AM THE PRIMARY TRANSPORTER AND HAVE ACCEPTED THE US DOT SHIPPING IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED HW	SIGNATURE OF TRANSPORTER	DATE	STATE	OFFICE	SECTION	DATE OF EXPIRATION	
10		Bob Miller	08/27/84	MA	WJ	TP5835	04/27/84	
RECEIVED RECEIPT	THIS IS TO CERTIFY THAT I AM THE CONTINUING TRANSPORTER AND HAVE ACCEPTED THE DOT SHIPPING IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED HW	SIGNATURE OF TRANSPORTER	DATE	STATE	OFFICE	SECTION	DATE OF EXPIRATION	
10								

THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE ACCURATELY CLASSIFIED, DESCRIBED, PACKAGED, LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION IN ACCORDANCE WITH THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY.

C. J. Quarta
 CONTINUING TRANSPORTER

I CERTIFY THAT THE DESCRIBED WASTE(S) WAS DELIVERED BY THE AFORESAID DELIVERING TRANSPORTER AND THAT THE INFORMATION ON THIS MANIFEST IS CORRECT TO THE BEST OF MY KNOWLEDGE

U.S. E.P.A. COPY

DRUM NAME AND # Mead Paper JOB # 40514 DATE 4/13/84

UNLOADING B141 TANKER _____ OPERATOR _____
 DEPARTMENT _____ COMPARTMENT _____ GRAVITY _____
 SAMPLES TAKEN BY (1 QT. EA.) _____ CONFIRMED: EMPTY _____ NITRO _____
 OF _____ CLEAN _____ KF _____
 BOTTOM _____ DRY _____ YIELD _____
 SP GR _____ LOADED BY _____ SOLUBILITY _____
 INCHES _____ SAMPLE TAKEN BY (8 OZ) _____ H2O _____
 GALLONS 240 TOP _____ ACID _____
 TRANSFERRED TO _____ BOTTOM _____ OMS _____
 TANKER CONFIRMED EMPTY BY _____ INCHES _____ LAB EST. YIELD _____
 GALLONS _____

DRUM RECORD

DATE STILL	#1's	#2's	#3's	DRS. 1/3 DOWN	DRS. 1/2 DOWN	DRS. 3/4 DOWN	OPERATOR
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
TOTALS							

TO AS FOR
RECOVERY + return
4/13/84

DATE AND TIME STARTED	OPERATOR	GALS. OR DRS.	TANK OR STILL	OPERATION	CHEMICALS ADDED	FINISHED GALS.	TEST	TIME OP. FINISHED

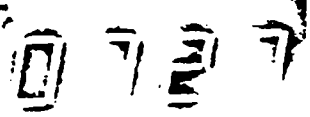
7 02812

DRUMS	GROSS	TARE	NET	OPERATOR
1-				
TOTALS				

AS SHIPPED
 MOISTURE TEST _____ KF _____ LACTOL _____
 COLOR AW
 SP GR. @ 20C .935
 GALS. OR DRS. _____ Cell 13sd

Mead Paper 40514

SRP031



M00012

HAZARDOUS WASTE MANIFEST AND SHIPPING PAPER

MA 0074225

GENERATOR NAME MEAD (CORP. LAUREL & MORRIS MILL)		MAILING ADDRESS Pleasant St. Lee, MA. 01261		PHONE NUMBER (617) 243 1231		STATE / EPA ID NO. MA 1009717609	
PRIMARY TRANSPORTER Solvent Recovery of New England		ADDRESS Lazy Ln. Southbury Ct. 04779		PHONE NUMBER (203) 627 9074		STATE / EPA ID NO. CT 1009717609	
CONTINUING TRANSPORTER Solvent Recovery of New England		ADDRESS Lazy Ln. Southbury Ct. 04779		PHONE NUMBER (203) 627 9074		STATE / EPA ID NO. CT 1009717609	
IF MORE THAN ONE MANIFEST, TOTAL NO. OF THIS FORM		DATE SHIPPED		DATE OF DEPARTURE		DATE OF ARRIVAL	
SHIPPING PAPER IS USED		NO. OF CONTAINERS		NO. OF UNITS		NO. OF UNITS	
U.S. DOT SHIPPING NAME		DOT HAZARD CLASS		UN / INO		WT / VOL	
Waste Solvent * N.P.S.		Liquid		11/19/85		241.0 8 1/2	
CONTAINER NO.		UNITS		EPA CODE		EPA HAZARD	
				001		7A 2000	
DESCRIPTION OF WASTE		ANALYSIS IF WASTE IS HAZ		EPA HAZARD		EPA HAZARD	
* Colb Solvent							
Carbonol Solvent							
Naxsol							
Ethyl Acetate							
SPECIAL HANDLING INSTRUCTIONS INCLUDING ANY CONTAINER EXCEPTION, AND EMERGENCY RESPONSE INFORMATION							
IN THE EVENT OF A SPILL, CONTACT THE NATIONAL RESPONSE CENTER, U.S. COAST GUARD, 800 472 6902							
REQUIRED LABELS		THIS IS TO CERTIFY THAT THE PRIMARY TRANSPORTER HAS ACCEPTED THE WASTE AND HAS RECEIVED THE WASTE IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED HWF		SIGNATURE OF GENERATOR		DATE	
X				<i>[Signature]</i>		6/18/85	
FLAMMABLE		THIS IS TO CERTIFY THAT THE CONTINUING TRANSPORTER HAS ACCEPTED THE WASTE AND HAS RECEIVED THE WASTE IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED HWF		SIGNATURE OF TRANSPORTER		DATE	
INDICATE ANY DIFFERENCES BETWEEN MANIFEST AND SHIPMENT AND LIST REJECTED MATERIALS, INDICATE D'SPOS' ON OF REJECTED SHIPMENT							
I CERTIFY THAT THE DESCRIBED WASTE(S) WAS DELIVERED BY THE ABOVE LISTED DELIVERING TRANSPORTER AND THAT THE INFORMATION ON THIS MANIFEST IS CORRECT TO THE BEST OF MY KNOWLEDGE							
SIGNATURE OF GENERATOR		SIGNATURE OF TRANSPORTER		DATE		DATE	

GENERATOR COMPLETES

TRANSPORTER COMPLETES

IF HWF COMPLETES

I hereby certify that the above named material is not excluded from the definition of hazardous waste under 40 CFR 302.61 and that the manifest is accurate and complete. I am a resident of the State of Connecticut and I am duly licensed under the laws of the State of Connecticut to transport hazardous waste.

[Signature]
C. J. Gagliardi

SRP031



MA 00013

REPORT ANY UNRECOVERED U.S. CHARGE EQUAL TO OR IN EXCESS OF EACH HAZARDOUS WASTE ASSIGNED RC VALUE TO NATIONAL RESPONSE CENTER
800-424-8802

REPORTABLE QUANTITY VALUE
1- 5000 LBS. 4- 10 LBS.
2- 1000 LBS. 5- 1 LB.
3- 100 LBS.

CHEM TREC - 800-424-8300
EPA HOTLINE - 800-424-8346
CDC POISON CENTER - 424-6355
DOT

PLACARDS PROVIDED

DAI 200-527-7766

Form Approved for use on other (12 month) requirements Form Approved OMB No. 2000-0046 Expires 7-31-08

UNIFORM HAZARDOUS WASTE MANIFEST		Generator's US EPA ID No	Manifest Document No	Page 1
3. Generator's Name and Mailing Address MELVIN CORP. 1111 E. MAIN ST. ST. LEE MA 01560		MA00407733	0000000000	Information in the shaded areas is not required by Federal law
4. Generator's Phone (415) 24-1000				
5. Transporter 1 Company Name MELVIN CORP. 1111 E. MAIN ST. ST. LEE MA 01560		US EPA ID Number		A. State Manifest Document Number 0000000000
7. Transporter 2 Company Name		US EPA ID Number		B. State Facility ID 0000000000
8. Designated Facility Name and Site Address SOLVENT DELIVERY SERVICE 42524 S. THUNDERBOLT ST. ST. LEE MA 01560		US EPA ID Number		C. State Transporter ID MA0000000000
11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)		12. Containers	13. Total Quantity	14. Unit
A WHITE SOLVENT DRUMS		No	Quantity	Weight
H. CELLO SOLVENT				
CROTHAL				
NEOSOL				
ETHYL ACETATE				
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this manifest are true and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national governmental regulations.		15. Handling Codes for Wastes Listed Above		
Printed/Typed Name		Signature		Date Month Day Year
17. Transporter 1 Acknowledgment of Receipt of Materials		Signature		Date Month Day Year
18. Transporter 2 Acknowledgment of Receipt of Materials		Signature		Date Month Day Year
19. Discrepancy Indication Space				
20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in item 19.		Signature		Date Month Day Year

CONFIDENTIAL

RECEIVED

SRP031

M00015

ANY UNRECOVERED DIS-EQUAL TO OR IN EXCESS OF HAZARDOUS WASTE ASSIGNED TO NATIONAL RESPONSE 800-424-8802	REPORTABLE QUANTITY VALUE		CHEM TREC = 800-424-9300	PLACARDS PROVIDED
	1 = 5000 LBS.	4 = 10 LBS.	EPA HOTLINE = 800-424-9346	
	2 = 1000 LBS.	5 = 1 LB.	CDC POISON CENTER = 404-635-5313	
	3 = 100 LBS.		DOT = 202-426-1830	

Print or type (Form designed for use on elite (12-pitch) typewriter) Form Approved OMB No. 2000-0404 Expires 7-31-86

UNIFORM HAZARDOUS WASTE MANIFEST 1. Generator's US EPA ID No. **MA.D044927733** Manifest Document No. **100001** 2. Page 1 of information in the shaded areas is not required by Federal law

3. Generator's Name and Mailing Address MEAD CORP. LAURE + MORART MILL PLEASANT ST. LEE MA. 01260		A. State Manifest Document Number 37685
4. Generator's Phone (413) 243-1251		B. State Generator's ID PLEASANT ST. LEE MA
5. Transporter 1 Company Name SOLVENT RECOVER SERVICE OF N.E. CT. D00977604	6. US EPA ID Number	C. State Transporter's ID N.J. TPS33-5
7. Transporter 2 Company Name	8. US EPA ID Number	D. Transporter's Phone 203-6288084
9. Designated Facility Name and Site Address SOLVENT RECOVERY SERVICE OF N.E. LAZY LA. SOUTHINGTON CT. 06489 CT. D00977604		E. State Facility's ID PO Box 362
10. US EPA ID Number		F. Facility's Phone 203-6288084

11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers		13. Total Quantity	14. Unit M/Vol	1. Waste No.
	No.	Type			
a. WASTE SOLVENT *NOS NA 1993 FLAMMABLE LIQUID	1	T.T	1560	G	D001
b.					
c.					
d.					

J. Additional Descriptions for Materials Listed Above A. CELLO SOLVENT CAPITAL NEOSOL ETHYL ACETATE	K. Handling Codes for Wastes Listed Above TOY Distillation
---	--

15. Special Handling Instructions and Additional Information
**CT, +MA. MANIFEST NOT AVAILABLE.
THIS APPROVED BY PAT. BOWE STATE OF CT.**

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national governmental regulations.

Printed/Typed Name LEONARD W. RENAULT	Signature <i>Leonard W. Renault</i>	Date 9 12 1984
---	--	--------------------------

17. Transporter 1 Acknowledgement of Receipt of Materials	Signature <i>[Signature]</i>	Date 10 9 12 1984
---	---------------------------------	-----------------------------

18. Transporter 2 Acknowledgement or Receipt of Materials	Signature	Date
---	-----------	------

19. Discrepancy Indication Space

20. Facility Owner or Operator. Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.	Signature <i>[Signature]</i>	Date 09 24 1984
--	---------------------------------	---------------------------



SHIPPING ORDER

SOLVENTS RECOVERY SERVICE OF NEW ENGLAND, INC.

P.O. Box 362, Lazy Lane, Southington, CT 06489

(203) 628-8084

MO0017

From/To 1111 1111 1111 Cust. # 5647 Date Sept 24 1984 Pick-up #2
1111 1111 1111 Contact Edward Goyak Location
1111 1111 Phone # 413-243-1231
 P.O. #

Quantity: Drums /Gals.	Comp. #	Inches	Description	Rec.	Disp.	PIN #	SRSNE Order #
1560	1	18	colloidal	X		5647-6621-1323	

Special Instruction: Vacuum Tank Customer Request Initials

Demurrage: Time In 0852 Time Out 1036 Demurrage: Time In Time Out
 Stop #1 Vac Start Vac Finish Stop #2 Vac Start Vac Finish
 Verified By Edward H. Rosand Verified By

- Reason for Delay:
- loading/Unloading Drums
 - pumping From/Into Drums
 - pumping From/Into Tank
 - Other as noted

Received The Above Described Property In Good Condition Except As Noted:

Verified by Customer Signature

For Office Use Only:

Tractor # used 37685 Trailer # Used 13641

Driver Time Expenses

Demurrage Billable

Vac Time Vac Billable

Other Comments:

SRSNE Shipper/Receiver SRSNE Driver

HAZARDOUS WASTE MANIFEST AND SHIPPING PAPER

GENERATOR MEAD CORP. LAUREL + MURRAY MILL	MAILING ADDRESS PLEASANT ST. SO. LEE, MA 01465	PHONE NUMBER (415) 345-1281	STATE/E.P.A. ID MA 01465
PRIMARY TRANSPORTER SOLVENT RECOVERY OF N. ENGLAND	CONTINUING TRANSPORTER LARRY LA. SOUTHINGTON CT. 06489	PHONE NUMBER (203) 638-8084	STATE/E.P.A. ID CT 06489
H.W.F. SOLVENT RECOVERY OF N. ENGLAND		PHONE NUMBER (203) 638-8084	STATE/E.P.A. ID CT 06489
IF MORE THAN ONE MANIFEST / SHIPPING PAPER IS USED: TOTAL NO. OF THIS FORM: <input type="checkbox"/> NO. IS: <input type="checkbox"/>		DATE SHIPPED 02/11/86	RESPECTIVE DATE 02/11/86

U.S. DOT. SHIPPING NAME	DOT. HAZARD CLASS	UN / NA NO.	WT. / VOL.	UNITS	UNIT CODE	CONTAINER		EPA WASTE NO.	DESCRIPTION OR ANALYSIS IF WASTE
						NO.	TYPE		
WASTE SOLVENT N.O.S.	FLAMMABLE LIQUID	NA1193	2150	GALS	19	02111A	02111A	02111A	* B.C. SOLV CRISTAL NEOSOL ETHYL-AC

SPECIAL HANDLING INSTRUCTIONS INCLUDING ANY CONTAINER EXEMPTION, AND EMERGENCY RESPONSE INFORMATION:

IN THE EVENT OF A SPILL, CONTACT THE NATIONAL RESPONSE CENTER, U.S. COAST GUARD 1-800-424-8002

REQUIRED LABELS <input type="checkbox"/> YES <input type="checkbox"/> NO	THIS IS TO CERTIFY THAT I AM THE PRIMARY TRANSPORTER AND HAVE ACCEPTED THE DESCRIBED SHIPMENT IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED H.W.F. <i>[Signature]</i>	DATE SHIPPED 02/11/86	STATE/E.P.A. ID CT 06489
PLACARDS REQUIRED PLA 1993	THIS IS TO CERTIFY THAT I AM THE CONTINUING TRANSPORTER AND HAVE ACCEPTED THE DESCRIBED SHIPMENT IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED H.W.F. SIGNATURE OF TRANSPORTER <i>[Signature]</i>	DATE SHIPPED 02/11/86	STATE/E.P.A. ID CT 06489

INDICATE ANY DIFFERENCES BETWEEN MANIFEST AND SHIPMENT AND LIST REJECTED MATERIALS, INDICATE DISPOSITION OF REJECTED SHIPMENT
Old manifest accepted with Mark Harrison letter to follow

I CERTIFY THAT THE DESCRIBED WASTE(S) WAS DELIVERED BY THE ABOVE MENTIONED DELIVERING TRANSPORTER AND THAT THE INFORMATION ON THIS MANIFEST IS CORRECT TO THE BEST OF MY KNOWLEDGE.
[Signature]

FNE LABELMASTER CHICAGO, IL 60629

4. H.W.F. COPY

SRP031

COMPLETES 07/4/86

18000

STATE OF CONNECTICUT
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 Hazardous Waste MANIFEST SECTION, State Office Building, Hartford, CT 06106



UNIFORM HAZARDOUS WASTE MANIFEST

Generator's U.S. EPA ID No. MAD094982733688E

Manifest No. 1

Information in the shaded areas is not required by Federal law, but is required by State law.

1. Generator Name and Mailing Address
 NIBAD CORP. LAUREL + MORRIS HILL
 PLEASANT ST. SO. LEE MA. 01260

2. State Manifest Declaration Number
 CT-A-0041582

3. Generator Phone No. 413-243-1251

4. Shipper Name and Address
 SOLVENT RECOVERY SERVICE
 OF N.E. CT.
 LAZY LA. SMITHINGTON CT. 06499

5. State Manifest Declaration Number
 PLEASANT ST. SO. LEE MA. 01260

6. Shipper U.S. EPA ID Number
 CT 0009717649

7. Shipper 2 Company Name
 SOLVENT RECOVERY SERVICE OF NEW ENGLAND INC.

8. Shipper 2 U.S. EPA ID Number
 CT 0009717649

9. Shipper 2 Facility Name and Site Address
 LAZY LA. SMITHINGTON CT. 06499

10. Shipper 2 U.S. EPA ID Number
 CT 0009717649

11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)
 WASTE FLAMMABLE LIQUID N.R.1993
 N.O.S.

12. Containers

Container No.	Type	Total Quantity	HAZARDOUS
001	T.T.	21.6	6

13. Material Name and Description
 MEDICAL ETHYL ACETATE
 CARBITOL GLYCOS ETHER SOLVEN

14. Special Handling Instructions and Additional Information
 5647-6621-RB29

15. SHIPPER'S CERTIFICATION: I hereby declare that the contents of this document are true and accurately describe the above described material and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national governmental regulations, and all applicable State laws and regulations.

16. Shipper's Name and Signature
 LEONARD W. Renard
 Leonard W. Renard 5/2/85

17. Receiver's Name and Signature
 THOMAS KALZMARCZYK
 Thomas Kalzmarczyk 5/2/85

18. Receiver's Name and Signature
 WILLIAM H. GARDNER, JR.
 William H. Gardner, Jr. 5/2/85

19. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest shall be filed in State file #

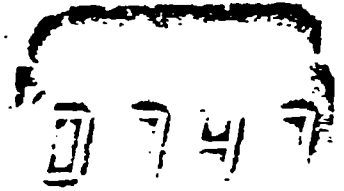
20. Facility Owner or Operator Signature
 WILLIAM H. GARDNER, JR.
 William H. Gardner, Jr. 5/2/85

COPY 4: TRUCK COPY - Retained by TRUCK

CT A 0041582

IN THE PRESENCE OF A SHELTER, CONTACT THE NATIONAL HAZARDOUS WASTE CONTROL CENTER, U.S. COAST GUARD, 1-800-424-6342 FOR SPILLS WITHOUT CONTACT WITH CONNECTICUT DEP. OF ENVIRONMENTAL PROTECTION, 1200 MAIN ST., HARTFORD, CT 06103

SRP031



M00020

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Hazardous Waste MANIFEST SECTION, State Office Building, Hartford, CT 06106



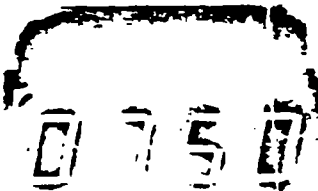
Please print or type. (Form designed for use on one 12-inch spreadsheet)

UNIFORM HAZARDOUS WASTE MANIFEST		Generator's US EPA ID No. MAD04498773380001		Page 1 of 1		Information in this manifest must be required by Federal law. This form is required by State law.	
1. Generator's Name and Mailing Address MEAD CORP. MCANAT + Laurel Mills Pleasant St. So. Lee, Mass. 01260				A. State Manifest Document Number CT A-0041564			
2. Generator's Phone: 413-243-1251				B. State Cert. ID MAD044987733			
3. Transporter's Company Name Solvent Recovery Service OF N.E. ENCL.				C. State Cert. ID CT-202377			
4. Transporter's Phone				D. State Cert. ID 205-622-8054			
5. Transporter's Company Name				E. State Cert. ID			
6. Transporter's Phone				F. State Cert. ID			
7. Disposal Facility Name and Site Address Solvent Recovery Service of New England Inc. Lazy Lane, Southington, CT 06489				G. State Cert. ID SAME			
8. Disposal Facility Name and Site Address				H. State Cert. ID			
9. Disposal Facility Name and Site Address				I. State Cert. ID			
10. Disposal Facility Name and Site Address				J. State Cert. ID			
11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number) Waste Flammable liquid NA 1993 N.O.S.				12. Containers No. 02		13. Net Quantity 231.06	
14. Hazardous Waste Codes for each container Neo Sol Cocutol Ethyl acetate Glycol Ether Solvent				15. Special Handling Instructions and Additional Information 5647-6621-RB29			
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this assignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations, and all applicable State laws and regulations.							
17. Transporter 1 Acknowledgment or Receipt of Materials Printed/Typed Name: William E. Cuene, Jr. Signature: [Signature]				Date: 3/3/88			
18. Transporter 2 Acknowledgment or Receipt of Materials Printed/Typed Name: Mark Paparello Signature: [Signature]				Date: 03/03/88			
19. Disposal Facility Acknowledgment or Receipt of Materials							
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 12. Printed/Typed Name: William H. Gasider, Jr. Signature: [Signature]							

COPY 4: TRUCK COPY - Retained by TRSU
CT A 0041564

USE THE LIST OF A BULKY... CONTACT THE NATIONAL HAZARDOUS WASTE CONSOLE SERVICE... FOR MORE INFORMATION... 1-800-424-6343

SRP031



M00022

Material Med Paper JOB # 5269 DATE 3/22/83

BULK SHIPMENT		CRUDE EVALUATION	
TANKER <u>140</u>	COMPARTMENT _____	GRAVITY <u>1.022</u>	OPERATOR <u>B.G.</u>
CONFIRMED EMPTY	CLEAN <u>dirt</u>	NITRO <u>2.6</u>	<u>B.G.</u>
LOADED BY <u>deuce</u>	DRY <u>rock</u>	<u>14.4</u>	<u>B.G.</u>
SAMPLE TAKEN BY (SGL) <u>JS</u>	TOP <u>comp</u>	SOLUBILITY	<u>B.G.</u>
BOTTOM	BOTTOM	M20	
SP GR <u>1.022</u>	INCHES	ACID	
GALLONS <u>2310</u>	TANKER CONFIRMED EMPTY BY _____	DMS	
	INCHES	LAB EST. YIELD	
	GALLONS		

DRUM RECORD

DATE STILL	91%	92%	93%	DRS. 1/3 DOWN	DRS. 1/2 DOWN	DRS. 3/4 DOWN	OPERATOR
CRUDE SAMPLE TAKEN, MARKED AND RETAINED ON 1st STILL LOAD BY							
1							
2							
3							
4							
5							
6							As received from NIST:
7							SPEC = 1.920
8							KES = 26.8
9							App = 1st STG
10							
11							
12							
TOTALS							

DATE AND TIME STARTED	OPERATOR	GALS OR DRS.	TANK OR STILL	OPERATION	CHEMICALS ADDED	FINISHED GALS.	TEST	OPR FINISHED	TIME
4/8/83	JS	1100	ST. 1	Strip	200 lbs				

DRUMS	GROSS	TARE	NET	OPERATOR	AS SHIPPED

MOISTURE TEST _____ 1.92 LACTOL _____
 COLOR Y
 SP. GR @ 20C 1.02
 GALS OR DRS. _____

SRP031



M00023



SHIPPING ORDER

SOLVENTS RECOVERY SERVICE OF NEW ENGLAND, INC.

P.O. Box 343, Lazy Lane, Southington, CT 06489 (203) 628-8884

From: mead Paper Cust. # 5647 Date: May 17 1985 Pick-up #2 _____
Pleasant St. Contact: Frank Wojcik Location _____
South Lee MA Phone # _____
P.O. # _____

Quantity: Drums / Gals.	Comp. #	Inches	Description	Rec.	Disp.	PIN #	ERSNE Order #
2520		32"	waste wash solvent	X		5647-6621-R028	50724

Special Instructions:
 Vacuum Tank Customer Request Initials Bm

Demurrage: Time In 8:30 Time Out 10:30 Demurrage Time In _____ Time Out _____
 Stop #1 Vac Start 8:45 Vac Finish 10:00 Stop #2 Vac Start _____ Vac Finish _____

Verified By Barbara Ross Verified By _____

- Reason for Delay:
- Loading/Unloading Drums
 - Pumping From/Into Drums
 - Pumping From/Into Tank
 - Other as noted

Received The Above Described Property
 In Good Condition Except As Noted:

Verified by Customer Signature

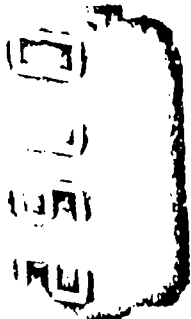
For Office Use Only:

TraCTOR # used 307811 Trailer # Used T30
 Driver Time 8:20-8:35 Expenses _____
 Demurrage 1/4 hr Billable _____
 Vac Time _____ Vac Billable _____
 Other Comments: 135 miles

Barbara
 SRS Driver/Receiver

MP

SRP031



STATE OF CONNECTICUT
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 Hazardous Waste MANIFEST SECTION, State Office Building, Hartford, CT 06106



UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No. **CT-D-0-9-7-3-77-6-0-4**

2. Manifest No. **100005**

3. Generator's Name and Mailing Address
**Read Corp. Morant & Laurel Mills
 Pleasant St., South Lee, Mass. 01260**

4. Generator's Phone **413-243-1231**

5. Responder 1 Company Name **Solvent Recovery Service of N.E., Inc.** US EPA ID Number **CT-D-0-9-7-3-77-6-0-4**

6. Responder 2 Company Name **Solvent Recovery Service of New England, Inc.** US EPA ID Number **CT-D-0-9-7-3-77-6-0-4**

7. Disposal Facility Name and Site Address
**Solvent Recovery Service of New England, Inc.
 Lily Lane, Southington, CT 06488**

8. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)
Waste Flammable Liquid N.O.S. Flammable Liquid, NA 1993

9. Additional Information (including Volume, Weight, and Other Data)
Carbon Glycol Ether Solvent

10. Special Handling Instructions and Addressing Information
5647-6221-8829

11. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in proper condition for transport in highway according to applicable international and national governmental regulations, and all applicable State and local requirements.

12. Signature of Generator
Richard R. ...

13. Signature of Responder
Mark Paparella

14. Signature of Receiver
William H. ...

15. Date
05/17/85

16. Date
05/17/85

17. Date
05/17/85

18. Date
05/17/85

19. Date
05/17/85

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest unless so noted in Item 18.

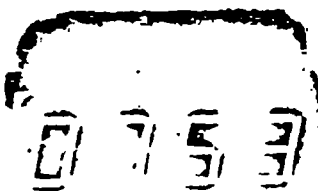
21. Date
05/17/85

COPY 4 - TRUCK COPY - Retained by TRUCK DRIVER

CT A 0041566

IN THE EVENT OF A SPILL, CONTACT THE NATIONAL RESPONSE CENTER, US COAST GUARD, 1-800-424-6687 FOR SPILLS WITHIN CONNECTICUT, CONTACT CT DEPT. OF ENVIRONMENTAL PROTECTION AT 1-203-540-3330

SRP031



M00025



SHIPPING ORDER

SOLVENTS RECOVERY SERVICE OF NEW ENGLAND, INC.

P.O. Box 343, Ledy Lane, Southington, CT 06487 (203) 638-8884

M00027

From/To Wend Piper Cust. # 5647 Date Jan 13 1986 Pick-up #2 _____
Pleasant St. Contact Frank Lywick Location _____
South Lee mn Phone # 413.242.1331
 P.O. # Verbal

12 00204

Quantity: Drums/Quals.	Comp. #	Inches	Description	Rec.	Disp.	PN#	SRS# Order #
3448		34"	Waste Wash Solvent	X		CVV 621 KB 29	1000Y-14

Special Instructions: Vacuum Tank Customer Request Initials Bm

Demurrage: Stop #1 Time In 9:45 Time Out 11:50 Stop #2 _____
 Vac Start 10:00 Vac Finish 11:30 Vac Start _____ Vac Finish _____

Verified By [Signature]

Reason for Delay:

Loading/Unloading Drums

Pumping From/Into Drums

Pumping From/Into Tank

Other as noted

Received The Above Described Property In Good Condition Except As Noted:

Shipped to 92nd Franklin

Fixed

Verified by Customer Signature

For Office Use Only:

Trailer # used 30529 Trailer # Used T25

Driver Time 10:15 Expenses _____

Demurrage _____ Binable _____

Vac Time 1 1/2 hrs Vac Billable _____

Other Comments: 15819115

 SRS Driver/Receiver

[Signature]
 SRS Driver

SRP031

888-88888

STATE OF CONNECTICUT
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 Hazardous Waste MANIFEST SECTION, State Office Building, Hartford, CT 06106



UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's Name and Mailing Address
 Head Corp., Morant & Laurel Mills
 Pleasant St., South Lee, MA 01260

2. Manifest Information
 Manifest No. MA 2044987733800007

3. Generator's Phone
 413 243-1231

4. Transporter 1 Company Name
 Solvent Recovery Service of N.E., Inc.

5. Transporter 2 Company Name

6. Designated Facility Name and Site Address
 Solvent Recovery Service of New England, Inc.
 Lazy Lane, Southington, CT 06489

7. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)
 Waste Flammable Liquid R.O.S. Flammable Liquid, NA 1993

8. Handling Codes for Waste Listed Above
 3X

9. Special Handling Instructions and Additional Information
 I have signed the waste minimization statement

10. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in item 10

11. Generator's Signature
 Bruce Callahan

12. Transporter's Signature
 Mark J. Papirello

13. Facility Owner's Signature
 William H. ...

14. Date
 12 08 89

15. Date
 11 14 89

COPY 4: TSDF COPY - Retained by TSDF

CT A 0041572

COPY 4: TSDF COPY - Retained by TSDF

SRP031

0757

M00028

CUSTOMER NAME AND # Mead Paper JOB # 6009 DATE 1/13/86

BULK WEIGHT <u>505</u>	BULK SHIPMENT	CRUDE EVALUATION	
TANKER _____	TANKER _____	GRAVITY <u>1.126</u>	OPERATOR <u>JD</u>
COMPARTMENT _____	COMPARTMENT _____	NITRO <u>NGY</u>	<u>12/2</u>
SAMPLES TAKEN BY (1 QT. EA.) <u>JD</u>	CONFIRMED EMPTY	OF <u>5.7</u>	<u>12/2</u>
TOP _____	CLEAN _____	FIELD <u>opylene</u>	<u>12/2</u>
BOTTOM <u>Comp.</u>	DRY _____	SOLUBILITY	
SP. GR. _____	LOADED BY _____	N2O _____	ACID _____
INCHES _____	SAMPLE TAKEN BY (8 OZ.) _____	BMS _____	LAB EST. YIELD _____
GALLONS _____	TOP _____		
TRANSFERRED TO <u>Newport</u>	BOTTOM _____		
TANKER CONFIRMED EMPTY BY <u>JD</u>	INCHES _____		
<u>1411</u>	GALLONS _____		

DRUM RECORD

DATE	STILL	81%	82%	83%	DRS. 1/3 DOWN	DRS. 1/2 DOWN	DRS. 3/4 DOWN	OPERATOR
1								
CRUDE SAMPLE TAKEN, MARKED AND RETAINED ON 1ST STILL LOAD BY								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
TOTALS								

DATE AND TIME STARTED	OPERATOR	GALS. OR CAS.	TANK OR STILL	OPERATION	CHEMICALS ADDED	FINISHED GALS.	TEST	OPR FINISHED	TIME
CHANGED TO OP									
							12	00210	

DRUMS	GROSS	TARE	NET	OPERATOR
TOTALS				

AS SHIPPED
 MOISTURE TEST _____ KF _____ LACTOL _____
 COLOR _____
 SP. GR. @ 20C _____
 GALS. OR DRS. _____

Wash solvent

Mead Paper 6009

SRP031

M00029

STATE OF CONNECTICUT
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 Hazardous Waste MANIFEST SECTION, State Office Building, Hartford, CT 06106



UNIFORM HAZARDOUS WASTE MANIFEST

Generator's US EPA ID No: NA.D.0.4.4.3.8.7.7.33 | 0.0.0.0.0.0.0.0

Manifest Page 1 of 1

Information in the shaded areas is not required by Federal law but may be required by State law

3 Generator's Name and Mailing Address
 Mead Corp, Morant & Laurel Mills
 Pleasant Street, South Lee, MA 01260

4 Generator's Phone
 413 243-1331

5 Generator 1 Company Name
 Solvent Recovery Service of N.E., Inc.

6 US EPA ID Number
 0.7.9.0.0.7.1.7.7.6.0.4

7 Generator 2 Company Name
 XXXXXXXXXX

8 US EPA ID Number

9 Designated Facility Name and Site Address
 Solvent Recovery Service of New England, Inc.
 Lazy Lane, Southington, CT 06489

10 US EPA ID Number
 0.7.9.0.0.7.1.7.7.6.0.4

A State Manifest Document Number
 CT A 0041573

B State Gen ID

C State Tran ID
 CT-98508

D Tran Phone
 203-620-8084

E State Tran ID

F Tran Phone

G State Facility's ID
 P. O. Box 362
 Southington, CT 06489

H Facility's Phone

11 US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)	12 Containers		13 Total Quantity	14 Unit (M/Var)	15 Waste No.
	No.	Type			
a. Waste Flammable Liquid N.O.S. Flammable Liquid, NA 1993	0	1	2546	G	List Waste NO 001
b.					
c.					
d.					

16 Address Description for Materials Listed Above

- Ethyl Alcohol 1
- Ethyl Acetate
- Caritol
- Glycol Ether Solvent

17 Special Handling Instructions and Additional Information
 I have signed the waste minimization statement 6621FB

18 GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above in proper shipping name and are classified, packed, marked and labeled and are in a respects in proper condition for transport by highway according to applicable international and national governmental regulations, and all applicable State laws and regulations.

19 Date
 02 27 00

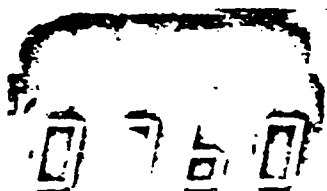
20 Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted on form 18
 Date: 02 27 00

COPY 4: TSD COPY - Furnished by TSD

CT A 0041573

DO NOT WRITE IN THESE SPACES

SRP031



M00030

CUSTOMER NAME AND Med Paper JOB 6071 DATE 3/3/85

BULK UNLOADING

TANKER 125

COMPARTMENT _____

SAMPLES TAKEN BY (1 ST. GAL) ✓

TOP _____

BOTTOM comp.

SP. GR. _____

INCHES _____

GALLONS 2546 Gals

TRANSFERRED TO C3

TANKER CONFIRMED EMPTY BY ✓

BULK SHIPMENT

TANKER _____

COMPARTMENT _____

CONFIRMED EMPTY _____

CLEAN _____

DRY _____

LOADED BY _____

SAMPLE TAKEN BY (8 GAL) _____

TOP _____

BOTTOM _____

INCHES _____

GALLONS _____

CRUDE EVALUATION

GRAVITY 1.060 OPERATOR RA

% H2O 7.5 RA

BTU/LB 10200 RA

BTU/GAL 68006 RA

S.G. N/A RA

APP App App RA

DRUM RECORD

DATE	STILL	81%	82%	83%	DRS. 1/3 DOWN	DRS. 1/2 DOWN	DRS. 3/4 DOWN	OPERATOR
1								
CRUDE SAMPLE TAKEN, MARKED AND RETAINED ON 1ST STILL LOAD BY								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
TOTALS								

Customer: Med Paper Specialty Pin # 006621-FB
South Lee, Mo.

Stream: Flammable Liquid Nps (wash solvent)

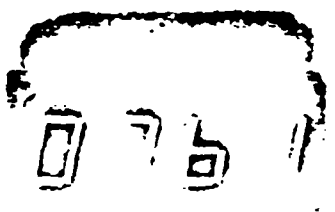
Lab # 006621-FB

Plant Operator: Ship Lt. Linden or Boiler Fuel

Date: 0-19-85

12 00213

SRP031



M00031

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Hazardous Waste MANIFEST SECTION, State Office Building, Hartford, CT 06106



Please print or type Form designed for use on one (12 digit) typewriter

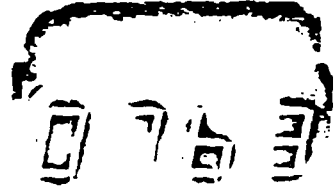
UNIFORM HAZARDOUS WASTE MANIFEST		1 Generator's US EPA ID No MA0044987733		Manifest Document No		2 Page 1		Information in the shaded areas is not required by Federal law but may be required by State law		
3 Generator's Name and Mailing Address MEAD CORP. MORART & LAUREL MILLS PLEASANT ST. SILVER MA. 01260				A State Manifest Document Number CT A 0041575		B State Gen ID SAME				
4 Generator's Phone 413 243 1231				6 US EPA ID Number CT.D.O.09717.6.04		C State Van ID NO 4077FF		D Van Phone 203 628 8084		
5 Transporter 1 Company Name SOLVENTS RECOVERY SERVICE INC.				8 US EPA ID Number		E State Van ID		F Van Phone		
7 Transporter 2 Company Name				10 US EPA ID Number		G State Facility ID		H Facility's Phone		
9 Deposited Facility Name and Site Address SOLVENT RECOVERY SERVICE OF NEW ENGLAND, INC. CALYLAND, SOUTHINGTON, CT 06489				12 US EPA ID Number CT.D.O.09717.6.04		I State Facility ID SARR		M Facility's Phone SARR		
11 US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)					13 Containers		14 Total Quantity		15 Units	
a. WASTE FLAMMABLE LIQUID N.O.S. FLAMMABLE LIQUID, NA 1993					No. Type		2000		6	
									L Waste No. 157092 NO. F001	
J. Additional Description for Materials Listed Above					K. Labeling Codes for Waste Listed Above					
• ETHYL ALCOHOL					• ETHYL ACETATE					
• CARBITOL					• GLYCOL ETHER SOLVENT					
15 Special Handling Instructions and Additional Information										
16 GENERATOR'S CERTIFICATION. I hereby declare that the contents of this consignment are fully and accurately described above in proper shipping name and are classified, packed, marked, and labeled and are in all respects in proper condition for transport by highway according to applicable international and national governmental regulations and all applicable State laws and regulations.										
Printed Name AL GUARELLA				Signature <i>Al Guarella</i>				Date Month Day Year 2 20 86		
17 Transporter 1 Acknowledgment of Receipt of Materials										
Printed Name THOMAS KACZYMARCZYK				Signature <i>Thomas Kaczmarczyk</i>				Date Month Day Year 3 7 86		
18 Transporter 2 Acknowledgment of Receipt of Materials										
Printed Name				Signature				Date Month Day Year		
19 Designated Inspection Space										
12 00215										
20 Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in item 10										
Printed Name				Signature				Date Month Day Year 2 2 86		

COPY 4: TRSF COPY - Retained by TRSF

CT A 0041575

OFFICE OF THE ATTORNEY GENERAL, 120 SOUTH MAIN STREET, SUITE 1000, HARTFORD, CONNECTICUT 06103

SRP031



CUSTOMER NAME AND # Meed Paper JOB # 60335 DATE 3-7-86

BULK UNLOADING		BULK SHIPMENT		CRUDE EVALUATION	
TANKER <u>T 20</u>	COMPARTMENT _____	TANKER _____	COMPARTMENT _____	GRAVITY <u>1.086</u>	OPERATOR <u>AP</u>
SAMPLES TAKEN BY (1 OF 6) <u>TD</u>	TOP <u>comp</u>	CONFIRMED: EMPTY	CLEAN	S. N. 20 <u>953</u>	<u>AP</u>
BOTTOM _____	SP. GR. _____	LOADED BY _____	DRY	STUAS <u>9161</u>	<u>AP</u>
INCHES _____	GALLONS <u>20000</u>	SAMPLE TAKEN BY (8 GZ) _____	TOP	STUVAL <u>82819</u>	<u>AP</u>
TRANSFERRED TO <u>Wagon</u>	TANKER CONFIRMED EMPTY BY _____	INCHES _____	BOTTOM	NOA <u>AP</u>	<u>AP</u>
GALLONS _____		GALLONS _____		AP-OP <u>Bowling</u>	<u>AP</u>

DRUM RECORD

DATE STILL	81%	82%	83%	DRS. 1/3 DOWN	DRS. 1/2 DOWN	DRS. 3/4 DOWN	OPERATOR
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
TOTALS							

Customer: Meed Paper Specialty Plant # 006621-FB
South Lee, Mo.

Stream: Flammable liquid nos (wash solvent)

Lab # 006621-FB

Plant Operator: Ship to London as Boiler Fuel

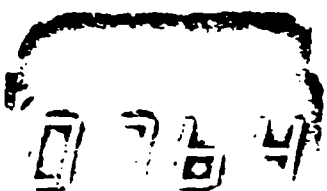
Quota dated
9-19-85
 SER. 4. CUS. N. 0704

12 68216

ANALYST CORP.

CML2

SRP031



M00033

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
 Hazardous Waste MANIFEST SECTION, State Office Building, Hartford, CT 06106



UNIFORM HAZARDOUS WASTE MANIFEST		Generator's US EPA ID No. MA D.C. 44987733	Manifest No. 0041576	2. Page 1 of 1
3. Generator's Name and Mailing Address MEAD CORP MORIST & LAUREL MIL'S PLEASANT ST, SOUTH LEE, MA 01260		4. State Manifest Document Number CT A 0041576		
4. Generator's Phone: 413 243 1231		5. State Gen. ID MA D.C. 44987733		
5. Transporter's Name and Mailing Address SCIVER RECYCLING SERVICE CENE, INC		6. State Trn. ID CT 98508		
6. Transporter's Phone: 413 243 1231		7. Trn. Phone 303 628 1084		
7. Transporter 2 Company Name		8. State Trn. ID		
8. US EPA ID Number		9. Trn. Phone		
9. Disposal Facility Name and Site Address SCIVER RECYCLING SERVICE OF NEW ENGLAND, INC. LAZY LANE, SOUTHINGTON, CT 06488		10. US EPA ID Number CT 097177604		
10. US EPA ID Number		11. State Facility ID PC BOX 362 SOUTHINGTON CT 06489		
11. State Facility ID		12. Facility's Phone		
13. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)		12. Containers	13. Total Quantity	14. Unit (Liters/Gallons)
1. WASTE FLAMMABLE LIQUID N.O.S. FLAMMABLE LIQUID, NA 1993		No. Qty		
15. Additional Description for Materials Listed Above ETHYL ALCOHOL		16. Additional Description for Waste Listed Above GLYCOL ETHER SOLVENT		
CARBIFOL		Diethyl		
17. Special Handling Instructions and Additional Information		18. Generator's Certification		
I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packaged, marked and labeled and are in all respects in proper condition for transport by highway according to applicable international and national governmental regulations, and all applicable State laws and regulations.		I hereby certify that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packaged, marked and labeled and are in all respects in proper condition for transport by highway according to applicable international and national governmental regulations, and all applicable State laws and regulations.		
19. Transporter 1 Acknowledgment of Receipt of Materials		20. Facility Owner or Operator		
Name: Richard Quarella		Name: Richard Quarella		
Signature: <i>Richard Quarella</i>		Signature: <i>Richard Quarella</i>		
Date: 04/11/86		Date: 04/11/86		
21. Discrepancy Indication Space		22. Facility Owner or Operator (Continuation of receipt of hazardous materials delivered by this manifest except as noted in item 19)		
12 00218		Name: Richard Quarella		
		Signature: <i>Richard Quarella</i>		
		Date: 04/11/86		

COPY 4: TSDP COPY - Retained by TSDP

CT A 0041576

SRP031

M00034

CUSTOMER NAME AND # Went Paper JOB # 6000 DATE 4/11/86

BULK UNLOADING		BULK SHIPMENT		CRUDE EVALUATION	
TANKER <u>T-25</u>	COMPARTMENT _____	TANKER _____	COMPARTMENT _____	GRAVITY <u>1.010</u>	OPERATOR <u>[Signature]</u>
SAMPLES TAKEN BY (1 QT. EA.) <u>JD</u>	TOP _____	CONFIRMED: EMPTY	CLEAN	% H ₂ O <u>29.09</u>	BTU/LB <u>9.635</u>
BOTTOM <u>comp</u>	SP. GR. _____	LOADED BY _____	DRY	BTU/GAL <u>8.131</u>	% CL <u>N/A</u>
INCHES _____	GALLONS <u>3816</u>	SAMPLE TAKEN BY (8 OZ.) _____	TOP	OP/LR <u>[Signature]</u>	
TRANSFERRED TO <u>221</u>	TANKER CONFIRMED EMPTY BY <u>ML</u>	INCHES _____	BOTTOM		
		GALLONS _____			

DRUM RECORD

DATE	STILL	81%	82%	83%	DRE. 1/3 DOWN	DRE. 1/2 DOWN	DRE. 3/4 DOWN	OPERATOR
1								
CRUDE SAMPLE TAKEN, MARKED AND RETAINED ON 1st STILL LOAD BY								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
TOTALS								

Customer: Went Paper Specialty Plant # 006621-FB
South Lee, Mo.

Stream: Flammable liquid res (wash solvent)

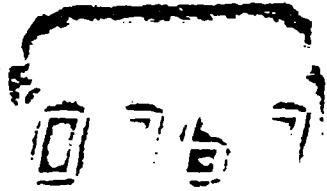
Lab # 006621-FB

Plant Operation: Ship to Linden as Boiler Fuel

Auto. Label
9-19-85
 REC'D. CUR. N.A. 0'354

12 00219

SRP031



M00035

STATE OF CONNECTICUT
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 Hazardous Waste MANIFEST SECTION, State Office Building, Hartford, CT 06106



UNIFORM HAZARDOUS WASTE MANIFEST

Generator's Name and Mailing Address: **HEAVY CORP. HENRY & LAUREL MILLS, PLEASANT ST. SOUTH BRIDGE, MA 01860**

Generator's Phone: **413-243-1211**

Transporter 1 Company Name: **SOVENTS RECOVERY SERVICE OF MA, INC.**

Transporter 2 Company Name: **SOVENT RECOVERY SERVICE OF NEW ENGLAND, INC. d/b/a LADY LAKE, SOUTHINGTON, CT**

Disposal Facility Name and Site Address: **P.O. Box 362, SOUTHINGTON, CT 06489**

US DOT Description (including Proper Shipping Name, Hazard Class and ID Number)	Containers	Total Quantity	Waste No.
WASTE FLAMMABLE LIQUID N.O.S. FLAMMABLE LIQUID, UN1993	33	335.5 G	LIST WASTE No. 8001

Additional Descriptions for Manifests Listed Above: **ETHYL ALCOHOL, ETHYL ACETATE, CARBITOL, GLYCOL ETHER SOLVENT**

Special Handling Instructions and Additional Information: **PIN NO. 000621FE**

Generator's Certification: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classed, packed, marked and labeled, and are in all respects in proper condition for transport in compliance with applicable international and national governments' regulations, and all applicable State laws and regulations.

Transporter 1 Acknowledgment of Receipt of Manifest: **FRANK F. WASSIK** (Signature), **5/21/86** (Date)

Transporter 2 Acknowledgment of Receipt of Manifest: **MICHAEL PEPECELLO** (Signature), **5/21/86** (Date)

Disposal Facility Acknowledgment of Receipt of Manifest: **DALE A. BLISS** (Signature), **06-22-86** (Date)

COPY 4 - TSOE COPY - Retained by TSOE

CT A 0041577

IN THE EVENT OF A SPILL, CONTAIN THE MATERIALS IMMEDIATELY IN THE CONTAINER AND DO NOT ATTEMPT TO CLEAN UP THE SPILL. FOR SPILLS OUTSIDE THE CONTAINER, CONTACT THE STATE OF CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION AT (860) 418-3221.

COPY 4 - TSOE COPY - Retained by TSOE

SRP031

M00036

CUSTOMER NAME AND # Meed Paper JOB # 60729 DATE 5-21-86

BULK UNLOADING		BULK SHIPMENT		CRUDE EVALUATION	
TANKER <u>120</u>	TANKER _____	GRAVITY <u>1.075</u>	OPERATOR <u>RC</u>		
COMPARTMENT _____	COMPARTMENT _____	% H2O <u>12.22</u>	<u>RC</u>		
SAMPLES TAKEN BY (1 ST. GA.) <u>76</u>	CONFIRMED EMPTY _____	STUPE <u>920.8</u>	<u>RC</u>		
TOP _____	CLEAN _____	STUPEL <u>2365.1</u>	<u>RC</u>		
BOTTOM <u>comp.</u>	DRY _____	NOA <u>N/A</u>	<u>RC</u>		
SP. GR. _____	LOADED BY _____	OP <u>OP Brown</u>	<u>RC</u>		
INCHES _____	SAMPLE TAKEN BY (8 OZ.) _____				
GALLONS <u>335</u>	TOP _____				
TRANSFERRED TO <u>56 dms</u>	BOTTOM _____				
TANKER CONFIRMED EMPTY BY <u>76</u>	INCHES _____				
	GALLONS _____				

DRUM RECORD

DATE STILL	81%	82%	83%	DRE. 1/3 DOWN	DRE. 1/2 DOWN	DRE. 3/4 DOWN	OPERATOR
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
TOTALS							

006621FB

Customer: Meed Paper Specialty Pin # 006621-FB
South Lee, Mo.

Stream: Flammable liquid nos (wash solvent)

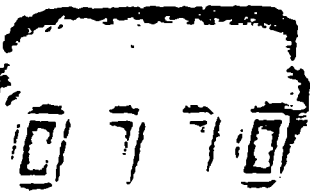
Lab # 006621-FB

Plant Operation: Ship to Linden as Boiler Fuel

Date dated 9-19-85

ROLODEX CORP. SECaucus, N.J. 0709

SRP031



M00037

GENERATOR COMPLETES

NAME	MAILING ADDRESS	PHONE NUMBER	STATE / EPA ID NO
GENERATOR Hoad Corp. Laurel & Morart Mill	Pleasant St., So. Lee, MA 01260	(413) 243-1231	MA 000977604
PRIMARY TRANSPORTER Solvents Recovery Service of N.E.	P.O. Box 362 Lasy Lane, Southington, CT 06489	(203) 628-8084	CT 0009717604
CONTINUING TRANSPORTER HWF Solvents Recovery Service of N.E.	P.O. Box 362 Lasy Lane, Southington, CT 06489	(203) 628-8084	CT 0009717604

IF MORE THAN ONE MANIFEST IS USED	TOTAL NO OF THIS FORM	MANIFEST NO OF FIRST FORM	DATE SHIPPED	MONTH	DAY	YEAR	EXPECTED ARRIVAL DATE	MONTH	DAY	YEAR
SHIPPING PAPER IS USED	NO IS	1	04	23	01	01	04	23	01	
U.S. DOT SHIPPING NAME	DOT HAZARD CLASS	UN / ZNA NO	WT / VOL	UNITS	UNIT CODE	CONTAINER NO	TYPE	EPA WASTE NO	DESCRIPTION OR WASTE ANALYSIS IF WASTE IS NO:	
Flammable Wash Solvent, NOS Liquid	Flammable	HA-199	gal.						Collosolve Solvent Carbitol Solvent Noccel Ethyl Acetate	

SPECIAL HANDLING INSTRUCTIONS INCLUDING ANY CONTAINER EXEMPTION, AND EMERGENCY RESPONSE INFORMATION

IN THE EVENT OF A SPILL, CONTACT THE NATIONAL RESPONSE CENTER, U.S. COAST GUARD 1-800-424-RR02

REQUIREMENTS

PLACARDS REQUIRED

Flammable

THIS IS TO CERTIFY THAT I AM THE PRIMARY TRANSPORTER AND HAVE ACCEPTED THE DESCRIBED SHIPMENT IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED DESTINATION

[Signature]

SIGNATURE OF TRANSPORTER

DATE SHIPMENT ACCEPTED

MONTH DAY YEAR

04 23 01

STATE COMPANY NO FOR TRAILER, MARINE OR RAIL

VEHICLE ID

04 23 01

DATE SHIPMENT ACCEPTED

MONTH DAY YEAR

STATE COMPANY NO FOR TRAILER, MARINE OR RAIL

VEHICLE ID

DATE OF DELIVERY

MONTH DAY YEAR

04 23 01

INDICATE ANY DIFFERENCES BETWEEN MANIFEST AND SHIPMENT AND LIST REJECTED MATERIALS, INDICATE DISPOSITION OF REJECTED SHIPMENT

I HEREBY CERTIFY THAT THE DESCRIBED WASTE(S) WAS DELIVERED BY THE AFOREMENTIONED DELIVERING TRANSPORTER AND THAT THE INFORMATION ON THIS MANIFEST IS CORRECT TO THE BEST OF MY KNOWLEDGE

[Signature]

SIGNATURE

04 23 01

MONTH DAY YEAR

HANDLING METHOD

1 SOL

2 TLB

THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED DESTINATION. THIS IS TO BE FILED WITH THE DEPARTMENT OF TRANSPORTATION AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY.

42381 713 243-1231

J. J. J. J.

HAZARDOUS WASTE MANIFEST AND SHIPMENT SLIP

MANIFEST NUMBER

GENERATOR NAME
Head Corp., Laurel & Merart Mills
 PRIMARY TRANSPORTER
Solvents Recovery Service of N.E.
 CONTINUING TRANSPORTER

MAILING ADDRESS
Floodmt St., So. Lee, MA 01260
P.O. Box 362, Lazy Lane, Southington, CT
 06489

PHONE NUMBER
 (413) 242-1231
 (203) 628-0004

STATE / EPA ID NO
 MA | P.044.9.0.7.7.3.3 |
 CT | R.009.7.1.7.6.0.4 |

H.W.F.
Solvents Recovery Service of N.E.
 IF MORE THAN ONE MANIFEST IS SHIPPED, ENTER TOTAL NO OF FORMS ARE

THIS FORM NO IS
 MANIFEST NO. OF FIRST FORM
 DATE SHIPPED MONTH DAY YEAR

EXPECTED ARRIVAL DATE
 MONTH DAY YEAR

CONTINUING TRANSPORTER NAME
Wash Solvent, NOS Liquid Flammable

UN / NA NO	WT / VOL	UNITS	UNIT CODE	CONTAINER NO	TYPE	EPA WASTE NO
HA-1993	11.1	gal	1		T.R.	D.0.0.1

DESCRIPTION OR WASTE ANALYSIS IF WASTE IS NOS
Cellulosic Solvent
Carbital Solvent
Noscelon
Ethyl Acetate

SPECIAL HANDLING INSTRUCTIONS INCLUDING ANY CONTAINER EXEMPTION, AND EMERGENCY RESPONSE INFORMATION

IN THE EVENT OF A SPILL, CONTACT THE NATIONAL RESPONSE CENTER, U.S. COAST GUARD 1-800-424-8802

I HEREBY CERTIFY THAT I AM THE PRIMARY TRANSPORTER AND HAVE ACCEPTED THE DESCRIBED SHIPMENT IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED HWI
 SIGNATURE OF TRANSPORTER
John A. Davis

DATE SHIPMENT ACCEPTED
 MONTH DAY YEAR
 06 09 81

STATE COMPANY NO. FOR TRAILER, MARINE OR RAIL
 VEHICLE ID
 NJ 7.35.TCA

DATE RECEIVED
 MONTH DAY YEAR
 06 03 81

INDICATE ANY DIFFERENCES BETWEEN MANIFEST AND SHIPMENT AND LIST REJECTED MATERIALS, INDICATE DISPOSITION OF REJECTED SHIPMENT

I HEREBY CERTIFY THAT THE DESCRIBED WASTE(S) WAS DELIVERED BY THE AFOREMENTIONED DELIVERING TRANSPORTER AND THAT THE INFORMATION ON THIS MANIFEST IS CORRECT TO THE BEST OF MY KNOWLEDGE
 SIGNATURE
John A. Davis

DATE
 MONTH DAY YEAR
 06 03 81

RECEIVED BY
 SIGNATURE
John A. Davis

U.S. CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION. UNLESS OTHERWISE SPECIFIED, THESE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY.

EMERGENCY PHONE NO.

HAZARDOUS WASTE MANIFEST AND SHIPPING LABEL

GENERATOR NAME
Mead Corp. Laurel & Morant Mills
 PRIMARY TRANSPORTER
Solvents Recovery Service of N.E.
 CONTINUING TRANSPORTER

MAILING ADDRESS
Pleasant St. Se Lee, Ma 01260
PO Box 342, Loxlyon, Southington, CT 06489

PHONE NUMBER
(413) 243-1331
(203) 628-8084

STATE/EPA ID NO
MA D0449877331
CT D009717604

IF MORE THAN ONE MANIFEST IS BEING SHIPPED, INDICATE DATE IS 1 OF 1
 TOTAL NO OF THIS FORM
11
 FORMS ARE NO IS **11**

MANIFEST NO. OF FIRST FORM
MA 0003959
 DATE SHIPPED MONTH DAY YEAR
7 | 2 | 89

EXPECTED ARRIVAL DATE
 MONTH DAY YEAR
7 | 6 | 89

CONTAINER NAME
Wash Solvent, NDS Liquid

HAZARD CLASS	UN / NA NO	WT / VOL	UNITS	UNIT CODE	CONTAINER NO	TYPE	EPA WASTE NO
Flammable	HA1993	2300	gal.	61	A	TR	D001

DESCRIPTION OR WASTE ANALYSIS IF WASTE IS NOT CLASSIFIED AS HAZARDOUS

SPECIAL HANDLING INSTRUCTIONS INCLUDING ANY CONTAINER EXEMPTION, AND EMERGENCY RESPONSE INFORMATION

IN THE EVENT OF A SPILL, CONTACT THE NATIONAL RESPONSE CENTER, U.S. COAST GUARD 1-800-424-8802

REQUIREMENTS
 YES
 NO
 BY LOCALITY REQUIREMENTS
Flammable

I, THE SIGNER, CERTIFY THAT I AM THE PRIMARY TRANSPORTER AND HAVE ACCEPTED THE DESCRIBED SHIPMENT IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED RECIPIENT
 I, THE SIGNER, CERTIFY THAT I AM THE CONTINUING TRANSPORTER AND HAVE ACCEPTED THE DESCRIBED SHIPMENT IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED RECIPIENT

SIGNATURE OF TRANSPORTER

DATE SHIPMENT ACCEPTED
 MONTH DAY YEAR
07 06 89

STATE COMPANY NO. FOR TRAILER, MARINE OR RAIL
 VEHICLE ID
MA 725 TCA

DATE OF DELIVERY
 MONTH DAY YEAR
07 06 89

SIGNATURE OF TRANSPORTER

INDICATE ANY DIFFERENCES BETWEEN MANIFEST AND SHIPMENT AND LIST REJECTED MATERIALS, INDICATE DISPOSITION OF REJECTED SHIPMENT

I CERTIFY THAT THE DESCRIBED WASTE(S) WAS DELIVERED BY THE AFOREMENTIONED DELIVERING TRANSPORTER AND THAT THE INFORMATION ON THIS MANIFEST IS CORRECT TO THE BEST OF MY KNOWLEDGE

 SIGNATURE
07 06 89
 MONTH DAY YEAR

HANDLING METHOD

S02	
T123	

THIS IS CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE REGULABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Richard L. Lavelle 7681
 (MA)

COMPLETES

GENERATOR
Mead Corp. Laurel & Morant Mills
 PRIMARY TRANSPORTER II
Solvents Recovery Service of N.E.
 CONTINUING TRANSPORTER

MAILING ADDRESS
Pleasant St. So. Lee, Mo. 01260
P.O. Box 362
Lazy Lane, Southington, Ct. 06489

PHONE NUMBER
 (413) 243-1731
 (203) 628-8084

STATE/EPA ID NO
MA D044982733
CT D009717604
CT D009717604

HWF
Solvents Recovery Service of N.E.
 IF MORE THAN ONE TRANSPORTER
 INDICATE NAME AND ADDRESS OF EACH TRANSPORTER

P.O. Box 362
Lazy Lane, Southington Ct. 06489
 MANIFEST NO. OF FIRST FORM
MA 0003954

DATE SHIPPED
 MONTH DAY YEAR
8 17 81

EXPECTED ARRIVAL DATE
 MONTH DAY YEAR
8 17 81

HAZARD CLASSIFICATION	UN / NA NO	WT / VOL	UNITS	UNIT CODE	CONTAINER		EPA WASTE NO	DESCRIPTION OR WASTE ANALYSIS IF WASTE IS NOT CLASSIFIED
					NO	TYPE		
Flammable LI	NA1993	2500 gal.		91	1	TA	D001	Washed solvent distilled solvent residue distilled

Wash Solvent, NOS Liquid

SPECIAL HANDLING INSTRUCTIONS INCLUDING ANY CONTAINER EXEMPTION, AND EMERGENCY RESPONSE INFORMATION

IN THE EVENT OF A SPILL, CONTACT THE NATIONAL RESPONSE CENTER, U.S. COAST GUARD 1-800-424-8802

RECEIVED BY
 YES
 NO

I HEREBY CERTIFY THAT I AM THE PRIMARY TRANSPORTER AND HAVE ACCEPTED THE DESCRIBED SHIPMENT IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED HWF

I HEREBY CERTIFY THAT I AM THE CONTINUING TRANSPORTER AND HAVE ACCEPTED THE DESCRIBED SHIPMENT IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED HWF

[Signature]
 SIGNATURE OF TRANSPORTER

[Signature]
 SIGNATURE OF TRANSPORTER

DATE SHIPMENT ACCEPTED
 MONTH DAY YEAR
8 17 81

DATE SHIPMENT ACCEPTED
 MONTH DAY YEAR
 [] [] []

STATE COMPANY NO. FOR TRAILER, MARINE OR RAIL
VT T01732

VEHICLE ID

DATE OF RECEIVING
 MONTH DAY YEAR
8 17 81

DATE OF RECEIVING
 MONTH DAY YEAR
 [] [] []

INDICATE ANY DIFFERENCES BETWEEN MANIFEST AND SHIPMENT AND LIST REJECTED MATERIALS, INDICATE DISPOSITION OF REJECTED SHIPMENT

I CERTIFY THAT THE DESCRIBED WASTE(S) WAS DELIVERED BY THE AFOREMENTIONED DELIVERING TRANSPORTER AND THAT THE INFORMATION ON THIS MANIFEST IS CORRECT TO THE BEST OF MY KNOWLEDGE

[Signature]
 SIGNATURE

08 17 81
 MONTH DAY YEAR

HANDLING METHOD

502
768

THIS IS TO CERTIFY THAT THE ABOVE LISTED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION. CONTACT THE FEDERAL BUREAU OF INVESTIGATION, DIVISION OF TRANSPORTATION AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY.

[Signature]

HAZARDOUS WASTE MANIFEST AND SHIPPING PAPER

1974 0005360

GENERATOR COMPLETES
TRANSPORTER COMPLETES
H.W.F. COMPLETES

GENERATOR NAME Mead Corp. Laurel & Moratz Mills		MAILING ADDRESS Pleasant St. Soler, Ma. 01360		PHONE NUMBER (413) 243-1231		STATE/EPA ID NO MA D044987733	
PRIMARY TRANSPORTER Solvents Recovery Service of N.E.		LAZY LANE, Southington, Ct. 06489		(703) 428-8084		CT D009212604	
CONTINUING TRANSPORTER Solvents Recovery Service of N.E.		LAZY LANE, Southington Ct. 06489		(703) 428-8084		CT D009212604	

IF MORE THAN ONE MANIFEST IS SHIPPED BY THIS GENERATOR, THIS FORM NO IS	TOTAL NO OF FORMS ARE	MANIFEST NO OF FIRST FORM	DATE SHIPPED	MONTH	DAY	YEAR	EXPECTED ARRIVAL DATE	MONTH	DAY	YEAR
11	NO IS	11 MAI 0003923	10	26	81	10	10	26	81	81

DOT HAZARD CLASS	UN - NA	WT /VOL	UNITS	UNIT CODE	CONTAINER NO	TYPE	EPA WASTE NO	DESCRIPTION OR WASTE ANALYSIS II WASTE IS NO'S
Flammable	NA 1993	2500	gal	G1	11	TR	D001	Collasolve Solvent Carbitol Solvent Neosol Ethyl Acetate

SPECIAL HANDLING INSTRUCTIONS INCLUDING ANY CONTAINER EXEMPTION, AND EMERGENCY RESPONSE INFORMATION

IN THE EVENT OF A SPILL, CONTACT THE NATIONAL RESPONSE CENTER, U.S. COAST GUARD 1-800-424-8802

John Hally
SIGNATURE OF TRANSPORTER

DATE SHIPMENT ACCEPTED IS
MONTH DAY YEAR
10 26 81

STATE COMPANY NO. FOR TRAILER, MARINE OR RAIL
VEHICLE ID
VT ICA 735

DATE OF DELIVERY
MONTH DAY YEAR
10 26 81

I HEREBY CERTIFY THAT I AM THE PRIMARY TRANSPORTER AND HAVE ACCEPTED THE DESCRIBED SHIPMENT IN PROPER CONDITION FOR TRANSPORT TO THE IDENTIFIED HW

INDICATE ANY DIFFERENCES BETWEEN MANIFEST AND SHIPMENT AND LIST REJECTED MATERIALS, INDICATE DISPOSITION OF REJECTED SHIPMENT

I CERTIFY THAT THE DESCRIBED WASTE(S) WAS DELIVERED BY THE AFOREMENTIONED DELIVERING TRANSPORTER AND THAT THE INFORMATION ON THIS MANIFEST IS CORRECT TO THE BEST OF MY KNOWLEDGE

John Hally
SIGNATURE

10 26 81
MONTH DAY YEAR

HANDLING METHOD

1	
2	
3	
4	
5	
6	

THIS CERTIFICATE ABOVE NAMED WATERALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED IN PROPER CONDITION FOR TRANSPORTATION AND STORAGE AND THE INFORMATION ON THIS MANIFEST IS CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY CERTIFY THAT THE INFORMATION ON THIS MANIFEST IS CORRECT TO THE BEST OF MY KNOWLEDGE.

11 William Greene 10/26/81 413 243-1231

ATTACHMENT II.C. (continued)
Additional Transactions Form

Name of Respondent: The Mead Corporation

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>
<u>Date of Transaction</u>	<u>Volume of Transaction</u>	<u>Waste Type</u>	<u>Description of Documentation</u>	<u>Name and Address of Generator (for brokered transactions)</u>
4/23/81	2200 gal.	See Attachment C.	Ex. M00038	
6/1/81	2100 gal.	See Attachment C.	Ex. M00039	
7/6/81	2300 gal.	See Attachment C.	Ex. M00040	
8/17/81	2500 gal.	See Attachment C.	Ex. M00041	
10/26/81	2500 gal.	See Attachment C.	Ex. M00042	

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ATTACHMENT C
Waste Types

Ethylene glycol monoethyl ether

Diethylene glycol monoethyl ether

Ethyl alcohol

Ethyl acetate

3253I

RESPONSE OF THE MEAD CORPORATION
TO REQUEST FOR INFORMATION PURSUANT TO
§ 104 OF CERCLA AND § 3007 OF RCRA
FOR SOLVENTS RECOVERY SERVICE OF NEW ENGLAND (SRSNE)
SUPERFUND SITE IN SOUTHTON, CONNECTICUT

The following is the response of The Mead Corporation ("Respondent") to the request for information contained in Attachment III of the letter from Merrill S. Hohman, Director, Waste Management Division, to Respondent (the "Information Request") dated November 12, 1992.

OBJECTIONS TO "GENERAL INSTRUCTIONS"

Respondent objects to the instruction contained in the first sentence of Paragraph 3 of the "General Instructions," which purports to impose upon Respondent an obligation of indefinite duration to supplement this response should any information not currently known or available to Respondent become known or available at any time in the future. Respondent contests EPA's statutory authority to impose such an undue and continuous burden upon Respondent. Should EPA make a specific request for supplementation at any time after receiving this response, Respondent will endeavor to respond. If, after submitting this response, Respondent learns that any portion of the response is false, Respondent will so notify EPA and will provide EPA with a corrected response. In the event EPA makes a settlement offer that is based in whole or in part

upon information contained in this response, Respondent will disclose any additional information it has at the time that could affect the terms or availability of the settlement offer.

OBJECTIONS TO "INFORMATION REQUEST DEFINITIONS"

Respondent objects to the definition of the terms "you" and "Respondent" in Paragraph 1 of the "Information Request Definitions" as overly broad and unduly burdensome insofar as it purports to require the Respondent to respond on behalf of the Respondent's facilities nationwide. The scope of this response has been limited in accordance with an oral agreement between EPA Assistant Regional Counsel Lloyd Selbst and Respondent's attorney, Martin C. Pentz: the investigation was required to include all facilities that EPA's transactional documents identified as having had dealings with SRSNE, but needed to be expanded only if the investigation of EPA-identified facilities indicated that other facilities, not identified by EPA, had dealings with SRSNE.

Respondent also objects to the definition of the terms "you" and "Respondent" insofar as it purports to include "contractors." "Contractors" are, by definition, not agents or employees of Respondent, and Respondent has neither the authority nor the ability to respond on the contractors' behalf. Respondent has nevertheless endeavored to comply with

the request where possible, and, in conducting its review of EPA's transactional documents, Respondent has been mindful of information available to various parties with whom it has contracted in the past with respect to relevant matters. Respondent is not in a position, however, to respond on behalf of SRSNE, and Respondent assumes that EPA does not expect recipients of this information request to attempt to do so.

Finally, Respondent objects to the definition of the terms "you" and "Respondent" insofar as it purports to include "predecessor . . . corporations, companies or operations of [Respondent]." In an effort to comply with these instructions, Respondent has endeavored to respond not only on its own behalf, but also on behalf of a separate, distinct corporation that operated two of the facilities at issue before they were acquired by the Respondent. The alleged transactions between this separate corporation and SRSNE have been wrongly attributed to the Respondent. Thus, although Respondent requests that the waste volumes for such transactions not be attributed to the Respondent, Respondent also asserts various grounds for reduction of such waste volumes. It should be noted, however, that Respondent may not have access to all relevant information. The Respondent has identified this "predecessor" corporation in Attachment A to Form 1.

OBJECTIONS TO 104(e) INFORMATION REQUEST FORM FOR GENERATORS

Respondent objects to Paragraph 3 of the 104(e) Information Request Form for Generators insofar as it requests copies of all documents "consulted, examined, or referred to" in preparing this response. This request is unduly burdensome and overly broad in that it seeks documents protected by attorney-client privilege and/or work product immunity and seeks to require Respondent to provide copies of each and every document consulted, examined or referred to in preparing responses to these requests, regardless of whether the document contains any relevant information. Without waiver of the foregoing objections, Respondent will produce with this response copies of all non-privileged documents in its possession, custody or control that contain information pertinent to the subject matter of the request.

Respondent also objects to Paragraph 6 of the 104(e) Information Request Form for Generators. This request is similarly overly broad and unduly burdensome insofar as it purports to require the Respondent to identify each and every individual contacted in the course of preparing this response, regardless of whether that individual had any relevant information to impart. Without waiving these objections, in this response Respondent identifies all persons consulted in

preparation of the response who contributed relevant information.

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ENCLOSURE B

Solvents Recovery Service of New England
104(e) Information Request Form for Generators

1. Name of Respondent: The Mead Corporation
2. Date Information Request Completed: 14 December 1992
3. For each transaction listed on Form 1 (attached), identify by chemical name the type of waste material that the Respondent sent for treatment or disposal to the Site or sent with a transporter for treatment or disposal to the Site. If the chemical name is not known, please state the trade name and the name of the manufacturer. Also identify the transporter of each waste volume and identify who made the decision to bring the waste to the Site -- the transporter, generator, or broker. Attach copies of all documents consulted, examined, or referred to in the preparation of answers to these questions.
4. At the end of Form 1 and consistent with the format of Form 1, identify and provide complete information on any additional transactions which do not appear on Form 1 or transactions which are in some manner incorrectly recorded on Form 1. Attach copies of all documents which provide information on these transactions.
5. If you are not the generator of any of the wastes attributed to you in the listing of transactions on Form 1 (i.e., you sent waste materials to the Site for disposal or treatment that were generated by a person other than you), please complete steps a through d below:
 - a) Provide the information requested for that transaction on Form 1;
 - b) Highlight the transaction by placing an asterisk (*) to the left of the appropriate transaction date on Form 1; and
 - c) Provide the information requested on Form 2 (attached);
 - d) Attach copies of all documents consulted, examined, or referred in to the preparation of answers to these questions.
6. Please identify all persons consulted in the preparation of the answers to these questions. Indicate their relationship to the Respondent (e.g., current employee - environmental manager, past employee - maintenance department, etc.). Attach extra pages if necessary.

6. (continued)

Name: David L. Santez, Esq.

Address: The Mead Corporation
World Headquarters
Courthouse Plaza N.E.
Dayton, OH 45463

Phone No.: (513) 222-6323

Relation to Respondent: Associate General Counsel

Name: George T. O'Neill

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Environmental Engineering Manager

Name: David Hawkins

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Environmental Engineer

Name: Frank E. Wojik

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Purchasing Agent

Name: Mayme E. Peltier

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Purchasing Agent

Name: Michael C. Nardi

Address: Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Marketing

Name: John C. Genzabella

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Vice President for Operations

Name: William W. Sammons

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Engineer

Name: Leroy Palmer

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Maintenance Supervisor

Name: David L. Klausmeyer

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: President and General Manager

Name: James Lavalette

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Ron Thomes

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Anthony Dalmaso

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Larry Marconi

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Robert Plankey

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: David Garner

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Richard Touponce

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Eugene Daloni

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Barbara Dewey

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: George Guerro

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Keith Cahalan

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Henry Ford

Address: The Mead Corporation
Specialty Paper Division
South Lee, MA 01260-0188

Phone No.: (413) 243-1231

Relation to Respondent: Employee

Name: Joseph Banach

Address: Shunpike Road
P.O. Box 842
Sheffield, MA 01257

Phone No.: (413) 229-2974

Relation to Respondent: Past Employee for Morart Operations*

Name: Bruce Calahan

Address: 25 Tamarack Road
Pittsfield, MA 01201

Phone No.: (413) 442-1887

Relation to Respondent: Past Employee, Technical Director for
Morart Operations*

Name: Al Souther

Address: 12 Lynn Drive
Granby, MA 01003

Phone No.: (413) 467-7088

Relation to Respondent: Past Employee for Morart Operations*

Name: Al Gaudette

Address: 158 Nashua Road
Pepperell, MA 01463

Phone No.: (508) 433-5442

Relation to Respondent: Past Employee, Purchasing Agent for
Morart Operations*

Name: Frank DeWolfe

Address: 118 Jacob Street
Chicopee, MA 01020

Phone No.: (413) 536-5603

Relation to Respondent: Past Employee, Shift Foreman for
Morart Operations*

* "Morart Operations" includes Morart Gravure Corporation and/or Morart Division of The Mead Corporation at the Holyoke or South Lee locations.

0976y

7. Please identify the person(s) completing this questionnaire and identify the relationship to the Respondent. Attach extra pages if necessary.

Name: Martin C. Pentz, Esq.

Address: Nutter, McClennen & Fish
One International Place
Boston, MA 02110

Phone No.: (617) 439-2253

Relation to Respondent: Attorney

5320v

FORM 1

Solvents Recovery Service of New England
Mead Packing

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
12/19/66	770.00	Unknown	Unknown	Unknown
05/03/67	1,485.00	Unknown	Unknown	Unknown

Notes:

- (1) The transaction date refers to the date the waste was delivered to SRSNE. This date may differ from the date the waste left the generator's facility, (particularly if the transaction was brokered by another party), and therefore may not match exactly with your records. EPA expects you to make your best efforts to correlate your records with EPA's documents. This is to prevent double-counting of shipments in EPA's volumetric ranking.
- (2) All gallon volumes are waste-in transactions to SRSNE.
- (3) Please state waste type by chemical name. If the chemical name is not known, please state the trade name and the manufacturer's name.
- (4) e.g., XYZ Chemical Company - generator; ABC Waste Trucking - transporter; EFG Waste Disposal Service - broker.

FORM 1 - ADDITIONAL TRANSACTIONS

Solvents Recovery Service of New England
Mead Packing

<u>Transaction</u> <u>Date (1)</u>	<u>Gallon</u> <u>Volume (2)</u>	<u>Waste Type (3)</u>	<u>Name/Address</u> <u>of Transporter</u>	<u>Name/Description of Who</u> <u>Selected the Site (4)</u>
---------------------------------------	------------------------------------	-----------------------	--	--

NONE

5214f

FORM 1

Solvents Recovery Service of New England
Morart Gravure Corporation

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
05/16/57	715.00	See Attachment A.	See Attachment B.	See Attachment B.
06/06/57	770.00	See Attachment A.	See Attachment B.	See Attachment B.
08/13/57	880.00	See Attachment A.	See Attachment B.	See Attachment B.
09/26/57	825.00	See Attachment A.	See Attachment B.	See Attachment B.
11/19/57	825.00	See Attachment A.	See Attachment B.	See Attachment B.
12/17/57	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
02/18/58	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
04/07/58	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
05/28/58	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
08/27/58	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.

Notes:

- 1) The transaction date refers to the date the waste was delivered to SRSNE. This date may differ from the date the waste left the generator's facility, (particularly if the transaction was brokered by another party), and therefore may not match exactly with your records. EPA expects you to make your best efforts to correlate your records with EPA's documents. This is to prevent double-counting of shipments in EPA's volumetric ranking.
- 2) All gallon volumes are waste-in transactions to SRSNE.
- 3) Please state waste type by chemical name. If the chemical name is not known, please state the trade name and the manufacturer's name.
- 4) e.g., XYZ Chemical Company - generator; ABC Waste Trucking - transporter; EFG Waste Disposal Service - broker.

Solvents Recovery Service of New England
Morart Gravure Corporation

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
10/29/58	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
12/18/58	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
02/25/59	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
04/20/59	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
06/11/59	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
08/13/59	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
10/06/59	605.00	See Attachment A.	See Attachment B.	See Attachment B.
11/19/59	1,155.00	See Attachment A.	See Attachment B.	See Attachment B.
12/16/59	880.00	See Attachment A.	See Attachment B.	See Attachment B.
01/21/60	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
03/01/60	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
05/24/60	605.00	See Attachment A.	See Attachment B.	See Attachment B.
06/30/60	1,375.00	See Attachment A.	See Attachment B.	See Attachment B.
08/09/60	715.00	See Attachment A.	See Attachment B.	See Attachment B.
09/15/60	1,155.00	See Attachment A.	See Attachment B.	See Attachment B.
10/18/60	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
11/15/60	4,015.00	See Attachment A.	See Attachment B.	See Attachment B.
12/19/60	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
01/19/61	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.

FORM 1

Solvents Recovery Service of New England
Morart Gravure Corporation

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
02/14/61	825.00	See Attachment A.	See Attachment B.	See Attachment B.
03/28/61	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
04/27/61	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
06/08/61	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
06/30/61	825.00	See Attachment A.	See Attachment B.	See Attachment B.
08/04/61	770.00	See Attachment A.	See Attachment B.	See Attachment B.
08/23/61	1,375.00	See Attachment A.	See Attachment B.	See Attachment B.
09/18/61	1,155.00	See Attachment A.	See Attachment B.	See Attachment B.
10/12/61	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
11/08/61	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
12/07/61	1,375.00	See Attachment A.	See Attachment B.	See Attachment B.
12/29/61	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
01/24/62	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
02/20/62	1,155.00	See Attachment A.	See Attachment B.	See Attachment B.
03/09/62	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
04/09/62	1,430.00	See Attachment A.	See Attachment B.	See Attachment B.
05/02/62	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
05/23/62	1,155.00	See Attachment A.	See Attachment B.	See Attachment B.
06/15/62	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.

FORM 1

Solvents Recovery Service of New England
Morart Gravure Corporation

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
06/29/62	990.00	See Attachment A.	See Attachment B.	See Attachment B.
08/06/62	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
08/27/62	935.00	See Attachment A.	See Attachment B.	See Attachment B.
09/14/62	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
10/04/62	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
10/29/62	1,375.00	See Attachment A.	See Attachment B.	See Attachment B.
11/15/62	1,155.00	See Attachment A.	See Attachment B.	See Attachment B.
12/07/62	1,155.00	See Attachment A.	See Attachment B.	See Attachment B.
12/28/62	1,045.00	See Attachment A.	See Attachment B.	See Attachment B.
01/18/63	1,265.00	See Attachment A.	See Attachment B.	See Attachment B.
02/08/63	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
03/04/63	1,155.00	See Attachment A.	See Attachment B.	See Attachment B.
03/19/63	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
04/09/63	1,155.00	See Attachment A.	See Attachment B.	See Attachment B.
04/26/63	990.00	See Attachment A.	See Attachment B.	See Attachment B.
05/15/63	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
06/10/63	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
06/28/63	1,045.00	See Attachment A.	See Attachment B.	See Attachment B.
08/01/63	1,155.00	See Attachment A.	See Attachment B.	See Attachment B.

Solvents Recovery Service of New England
Morart Gravure Corporation

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
08/23/63	1,155.00	See Attachment A.	See Attachment B.	See Attachment B.
09/20/63	1,320.00	See Attachment A.	See Attachment B.	See Attachment B.
10/11/63	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
11/01/63	1,265.00	See Attachment A.	See Attachment B.	See Attachment B.
11/21/63	1,485.00	See Attachment A.	See Attachment B.	See Attachment B.
12/13/63	1,155.00	See Attachment A.	See Attachment B.	See Attachment B.
12/24/63	605.00	See Attachment A.	See Attachment B.	See Attachment B.
01/16/64	1,155.00	See Attachment A.	See Attachment B.	See Attachment B.
02/06/64	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
03/02/64	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
03/20/64	1,375.00	See Attachment A.	See Attachment B.	See Attachment B.
04/09/64	1,155.00	See Attachment A.	See Attachment B.	See Attachment B.
04/30/64	1,155.00	See Attachment A.	See Attachment B.	See Attachment B.
05/21/64	1,100.00	See Attachment A.	See Attachment B.	See Attachment B.
06/16/64	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
07/03/64	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
08/04/64	880.00	See Attachment A.	See Attachment B.	See Attachment B.
08/25/64	1,320.00	See Attachment A.	See Attachment B.	See Attachment B.
09/01/64	440.00	See Attachment A.	See Attachment B.	See Attachment B.

Solvents Recovery Service of New England
Morart Gravure Corporation

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
09/18/64	990.00	See Attachment A.	See Attachment B.	See Attachment B.
10/07/64	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
10/26/64	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
11/17/64	1,265.00	See Attachment A.	See Attachment B.	See Attachment B.
12/14/64	1,485.00	See Attachment A.	See Attachment B.	See Attachment B.
01/08/65	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
01/28/65	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
02/23/65	1,485.00	See Attachment A.	See Attachment B.	See Attachment B.
03/11/65	1,045.00	See Attachment A.	See Attachment B.	See Attachment B.
03/25/65	935.00	See Attachment A.	See Attachment B.	See Attachment B.
04/07/65	715.00	See Attachment A.	See Attachment B.	See Attachment B.
04/26/65	880.00	See Attachment A.	See Attachment B.	See Attachment B.
05/14/65	1,155.00	See Attachment A.	See Attachment B.	See Attachment B.
06/02/65	1,155.00	See Attachment A.	See Attachment B.	See Attachment B.
06/24/65	1,375.00	See Attachment A.	See Attachment B.	See Attachment B.
07/02/65	605.00	See Attachment A.	See Attachment B.	See Attachment B.
08/02/65	935.00	See Attachment A.	See Attachment B.	See Attachment B.
009/02/65	1,320.00	See Attachment A.	See Attachment B.	See Attachment B.
09/22/65	770.00	See Attachment A.	See Attachment B.	See Attachment B.

FORM 1

Solvents Recovery Service of New England
Morart Gravure Corporation

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
10/14/65	1,375.00	See Attachment A.	See Attachment B.	See Attachment B.
11/02/65	1,045.00	See Attachment A.	See Attachment B.	See Attachment B.
11/24/65	1,430.00	See Attachment A.	See Attachment B.	See Attachment B.
12/10/65	825.00	See Attachment A.	See Attachment B.	See Attachment B.
12/31/65	1,210.00	See Attachment A.	See Attachment B.	See Attachment B.
03/08/66	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.
03/28/66	1,375.00	See Attachment A.	See Attachment B.	See Attachment B.
05/19/66	1,375.00	See Attachment A.	See Attachment B.	See Attachment B.
06/10/66	1,265.00	See Attachment A.	See Attachment B.	See Attachment B.
06/29/66	880.00	See Attachment A.	See Attachment B.	See Attachment B.
08/01/66	0.00	See Attachment A.	See Attachment B.	See Attachment B.
01/20/67	1,540.00	See Attachment A.	See Attachment B.	See Attachment B.

5212f

FORM 1 - ADDITIONAL TRANSACTIONS

Solvents Recovery Service of New England
Morart Gravure Corporation

<u>Transaction</u> <u>Date (1)</u>	<u>Gallon</u> <u>Volume (2)</u>	<u>Waste Type (3)</u>	<u>Name/Address</u> <u>of Transporter</u>	<u>Name/Description of Who</u> <u>Selected the Site (4)</u>
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NONE

5215f

FORM 1

Solvents Recovery Service of New England
Morart-Mead Co. (Holyoke, MA)

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
01/18/66	1,155.00	See Attachment A	See Attachment B	See Attachment B
02/09/66	1,540.00	See Attachment A	See Attachment B	See Attachment B
04/27/66	1,320.00	See Attachment A	See Attachment B	See Attachment B
08/26/66	1,155.00	See Attachment A	See Attachment B	See Attachment B
09/15/66	1,265.00	See Attachment A	See Attachment B	See Attachment B
10/06/66	1,265.00	See Attachment A	See Attachment B	See Attachment B
10/25/66	1,320.00	See Attachment A	See Attachment B	See Attachment B
11/16/66	1,540.00	See Attachment A	See Attachment B	See Attachment B
12/14/66	1,540.00	See Attachment A	See Attachment B	See Attachment B
12/28/66	1,155.00	See Attachment A	See Attachment B	See Attachment B

Notes:

- (1) The transaction date refers to the date the waste was delivered to SRSNE. This date may differ from the date the waste left the generator's facility, (particularly if the transaction was brokered by another party), and therefore may not match exactly with your records. EPA expects you to make your best efforts to correlate your records with EPA's documents. This is to prevent double-counting of shipments in EPA's volumetric ranking.
- (2) All gallon volumes are waste-in transactions to SRSNE.
- (3) Please state waste type by chemical name. If the chemical name is not known, please state the trade name and the manufacturer's name.
- (4) e.g., XYZ Chemical Company - generator; ABC Waste Trucking - transporter; EFG Waste Disposal Service - broker.

FORM 1

Solvents Recovery Service of New England
Morart-Mead Co. (Holyoke, MA)

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
01/27/67	770.00	See Attachment A	See Attachment B	See Attachment B
02/17/67	880.00	See Attachment A	See Attachment B	See Attachment B
02/27/67	1,155.00	See Attachment A	See Attachment B	See Attachment B
03/17/67	1,540.00	See Attachment A	See Attachment B	See Attachment B
04/07/67	1,430.00	See Attachment A	See Attachment B	See Attachment B
04/27/67	1,540.00	See Attachment A	See Attachment B	See Attachment B
05/17/67	1,430.00	See Attachment A	See Attachment B	See Attachment B
06/05/67	1,265.00	See Attachment A	See Attachment B	See Attachment B
06/13/67	770.00	See Attachment A	See Attachment B	See Attachment B
06/29/67	935.00	See Attachment A	See Attachment B	See Attachment B
07/24/67	1,375.00	See Attachment A	See Attachment B	See Attachment B
09/08/67	660.00	See Attachment A	See Attachment B	See Attachment B

5216f

FORM 1 - ADDITIONAL TRANSACTIONS

Solvents Recovery Service of New England
Morart-Mead Co. (Holyoke, MA)

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
-------------------------	----------------------	----------------	--------------------------------	--

NONE

5217f

ATTACHMENT A

The Respondent does not possess waste type information specific to individual transactions identified by EPA in Form 1 beyond that contained in the transactional documents furnished by EPA. The Respondent does possess general information, however, with respect to the contents of wastes sent to SRSNE for reclaiming and recovery during the period being investigated.

The wastes at issue were generated at two printing plants situated at Bridge Street in Holyoke, Massachusetts during the period 1957 to 1967 and at a single printing plant located in South Lee, Massachusetts during the period 1967 to 1980. The Holyoke printing facilities were operated by Morart Gravure Corporation (hereinafter "Morart Gravure") during the period 1957 to July 6, 1964, and by the Morart Division of The Mead Corporation (hereinafter "Mead Morart") from July 6, 1964 to September 1967. The South Lee printing plant was operated by Mead Morart during the period September 1967 through 1980. The printing operations of both Morart Gravure and Mead Morart are referred to hereinafter as "the Morart operations."

The Morart operations made use of chemical compounds commonly referred to as "solvents" for two purposes: as

"thinners" or "extenders" blended with various printing inks, and as components of a wash solution used for cleaning printing equipment between production runs. The waste streams generated by the Morart operations included used wash solution and used inks, both of which contained waste solvents.

Throughout the period being investigated, the solvent ethylene glycol monoethyl ether (known by the trade name "Cellosolve," a Union Carbide product) was used both in equipment wash solutions and as an ink thinner. At various times during the same period the following solvents also were used in the Morart operations, either as components of wash solutions, as ink thinners or ink extenders:

diethylene glycol ethel ether
ethyl alcohol
ethyl acetate
n-propyl alcohol
isopropyl acetate
n-propyl acetate
isopropyl alcohol
"Cellosolve acetate"
toluene
methyl ethyl ketone
methyl isobutyl ketone
heptane

acetane

"VM&P naphtha"

A mixture of recovered solvents obtained from SRSNE (referred to as "reclaim") also was used as a wash solution from time to time. See attached documents.

At the time of their use, each of the solvents listed above, mixed with waste ink and other contaminants, would have been contained in wastes sent to SRSNE for recovery. Such information as is available to Respondent with respect to the periods of use of these solvents is contained in the attached documents.

0977y



PLEASANT STREET, SOUTH LEE, MASSACHUSETTS 01260

May 24, 1971

Commonwealth of Massachusetts
Department of Public Health
Division of Environmental Health
600 Washington Street, Room 320
Boston, Massachusetts 02111

ATTENTION: Mr. John C. Collins
Director - Div. of Environmental Health

Gentlemen:

The Technical Papers Division of The Mead Corporation has three plants in South Lee, two paper mills which are about one mile apart and a printing plant. I am submitting a separate form for each one. Attached are the forms for the Morart Gravure printing plant.

The bulk of our business is gravure printing on absorbent paper which our customers ultimately press up into decorative laminate panels (counter tops for example).

Our film printing program is being phased out and we will be completely out of the program by the end of this summer. We have in the meantime purchased and installed a pilot coater which will be used to develop new products. In the attached process data sheets we indicate that ethyl alcohol is the solvent used on this coater but we will be using water wherever possible. At this time it is impossible to predict how much of the time we will be using solvents.

Regarding the ethylene glycol-monoethylene ether, we used the purchased amount of solvent as being all evaporated and discharged by the various vents.

Particulate matter should not be a problem for us. However the paper mill's high volume sampler is located downwind from the Morart printing plant and they expect to start sampling for particulate matter in June 1971.

Since we purchase all of our steam from Hurlbut, we don't have any sulfur emissions to worry about.

Very truly yours,

MORART DIV., THE MEAD CORP.



W. W. Sammons

Manager - Engineering Services

WWS:sma

cc: Mr. K. C. Ayers
Mr. R. E. Lowe



DIVISION OF
ENVIRONMENTAL HEALTH
TEL: (617) 727-2690

The Commonwealth of Massachusetts
Department of Public Health
600 Washington Street Room 320
Boston 02111

April 15, 1971

Dear Sir:

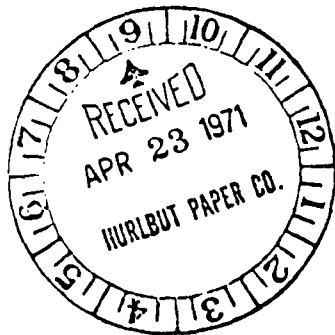
The Bureau of Air Use Management, Division of Environmental Health, Department of Public Health has been conducting programs to determine the quality of the atmosphere, the factors affecting it, and their interrelation. This on-going program is to provide a rational, well-founded basis for air pollution control activities. Included in this program are investigations of air contaminant levels, meteorological variables, and the distribution and strength of sources and potential sources of air contaminants.

The determination of source strength and distribution is necessary for proper interpretation of observed air contaminant levels and changes therein. Your cooperation and assistance is essential for the satisfactory execution of this portion of the program and is respectfully requested.

The Department therefore requests your cooperation in the execution and return of the enclosed form in the enclosed addressed envelope at your earliest convenience.

Further information or assistance in regards to this questionnaire may be obtained by contacting Mr. Jeffrey L. Douglass or Mr. Kenneth A. Hagg, Telephone No. 727-2658.

Thank you for your cooperation.



Very truly yours,

John C. Collins
John C. Collins

Director

Division of Environmental Health

C/Ehdep

Enclosure

COMMERCIAL

(X)
INDUSTRIAL

INSTITUTIONAL

- A. Establishment's Name: Morart Gravure - The Mead Corporation
- B. Address: South Lee, Mass. Tel. No. 413-243-3057
- C. Person to be contacted for further plant data if necessary:
Name: William Sammons Title: Manager Engineering Services
- D. What products do you produce? Printing on paper and film.
a. If processing is involved please complete page three.
- E. What is your normal operating schedule? 7 a.m. to 4 p.m. - 4 p.m. to 1 a.m.
18 hrs./day, 5 days/wk., 51 wks./yr.
- F. How many people are employed? 98
- G. How much building space is used? 113,280 sq. ft.
- H. Do you operate your own boilers for heat and/or power? No.
a. If yes: Please complete page two.
b. If no: Who supplies heat? Laurel Mill (Hurlbut Papers)
Address: South Lee, Mass. Bus. No. _____
- I. If you operate an incinerator please complete the following: No.
a. Manufacturer's make and model number _____
b. Auxilliary fuel _____
c. Gas or oil burner (one or two) _____
d. Fly ash control equipment _____
e. Capacity of unit _____
f. Number of hours operated per day _____ days per week _____
g. Type of waste _____
- J. Comments or Remarks:

BOILER OR HEATING EQUIPMENT DATA

BOILER No.	Size Btu/hr	Type	Amt. per Year	FUEL		% of Fuel Used for 1	
				Type 2	% Sulfur	Space Heating	Power or Process Heat
1.		<u>DOES NOT APPLY</u>					
2.							
3.							
4.							
5.							
6.							

Indicate any fuel additives used:

STACK DATA (For BOILER or HEAT EQUIPMENT)

Stack	Boiler No.'s Served by stack	Height Ft.	Inside Diameter (top) ft.	Exit Velocity (ft./sec.)	Exit Temp. °F.	Collection Equipment 3
1.	<u>DOES NOT</u>	<u>APPLY.</u>				
2.						
3.						
4.						
5.						
6.						

Please locate STACK(s) ON MAP ENCLOSED NONE.

EXPLANATORY NOTES

- 1 Space heating refers to fuel consumed by each boiler annually to warm building(s) during the cold weather months. The balance of the fuel is used to produce industrial power or process heat. For example, boiler no. 1 may consume 20% of the yearly fuel for space heating, and 80% for power and process heat. Boiler no. 2 may be used entirely for power (100%) without any space heating component (%).
- 2 If fuel type is coal, indicate % ash if known.
- 3 If collection equipment is used, indicate type and rated efficiency if known.

PROCESS DATA

Process Operation Schedule: 18 hrs/day 5 days/wk. 51 wks/year

Peak Operation Season if Applicable One week shutdown in summer.

Process(s) ^{a.}	Raw Mat. Type ^{b.}	Consumed Quan/hr.	TONS Finished Materials		Quantity of Gas Discharged from Process cfm	Type & Efficiency of Air Cleaning Equip. and Process it serves ^{c.}	Estimate of Contaminants	
			Type	Quan/yr.			Type ^{d.}	Quan./yr.
1. Printing Paper	See attached sheet		Printed Paper	2550	10,920	None - Exhaust fans and hoods only.	See separate sheet	
2. Printing Film	See attached sheet		Printed Film	37	144,798		See separate sheet	
3. Pilot Coater	See attached sheet		Coated Paper	Unknown Development	24,016		See separate sheet	
4.								
5.								
6.								

STACK AND/OR VENT DATA FOR PROCESS

Stacks and/or Vents Serving Process(es) (Listed same order as above)

Height Above Ground fl.

Inside Diameter (top) ft.

Exit Velocity (ft./sec.)

Exit Temp. OF.

1.	Please refer to attached sheet.					
2.						
3.						
4.						
5.						
6.						


EXPLANATORY NOTES FOR PROCESS EMISSIONS DATA SHEETS

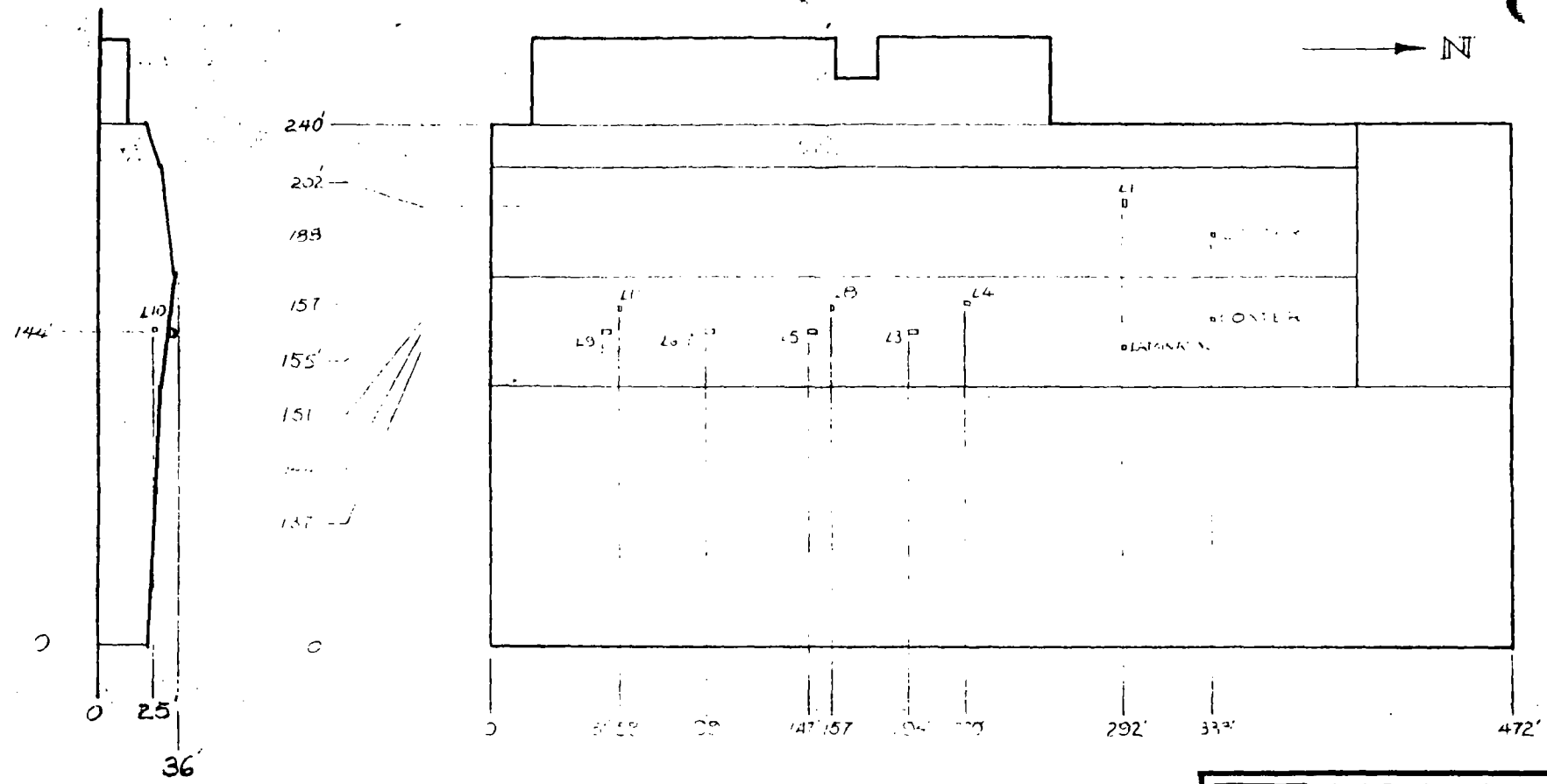
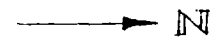
- a. Sulfuric acid-chamber, aluminum smelting - crucible furnace, iron melting - cupola, cement manufacture - dry process, or other (please specify)
 - b. acid used, tons; meltal charged or processed, tons, solvent consumed, gallons, etc.
 - c. baghouse, electrostatic precipitator, cyclone, etc.
 - d. dust, fume, gas, etc. emitted: iron oxide, mineral or rock dust, formaldehyde, sulfur dioxide, etc.
- ms*

SOLVENT CONSUMED					STACK DATA				
LINE	TYPE OF PRODUCT	SOLVENT USED	PER DAY	DAYS/YR	HEIGHT	SIZE	EXIT VELOCITY	EXIT TEMP °F	
L1	PRINTED FILM	METHYL ETHYL KEYTONE METHYL ISOBUTYL KEYTONE TOLUENE (TOLNOL) ISOPROPYL ACETATE N. PROPYL ACETATE	32 gal 37 gal 23 gal 14 gal 1.9 gal	45 45 45 45 45	34'	2' x 4'	1300	95.68	
L3	PRINTED PAPER	ETHYLENE GLYCOL-MONOETHYL ETHER	210*	255	36'	2' x 4'	1800	13,104	
L4	"	"	/	"	"	33" x 2'	2000	91,000	
L5	"	"	/	"	"	2' x 4'	200	1,456	
L6	"	"	/	"	"	2' x 4'	1000	7280	
L7	"	"	/	"	"				
L8	"	"	/	"	"	26" x 22"	1800	13,104	
L9	"	"	/	"	"	2' x 4'	550	4,500	
L10	"	"	/	"	25'	16" x 30"	500	1,800	
L11	"	"	/	"	36'	26" x 22"	1800	13,104	
WATER	NOT USED	/	/	/	36"	33" x 31"	/	/	
COATER	PILOT COATING	ETHYL ALCOHOL H ₂ O		150	36'	2 STACKS 25 x 25	1450	3700 3100	

ORIGIN SET AT 250'

* TOTAL USAGE L3,4,5,6,7,8,9,10, & 11
 DATA TAKEN WITH AN ALNOR VELOMETER AT CENTER OF DUCT (F.M.N.)

 MORART GRAVURE A DIVISION OF THE MEAD CORPORATION SOUTH LEE, MASSACHUSETTS 01260		
PROCESS AIR VENTS		
SCALE	DRAWN BY	SHEET NO.
		2 OF 2
DATE	DRAWN BY	
5/14/71	MB 5/14/71	



PLAN VIEW

MEAD <i>Technical papers</i>		MORART GRAVURE A DIVISION OF THE MEAD CORPORATION SOUTH LEE, MASSACHUSETTS 01260	
PROCESS AIR VENTS			
SCALE 1" = 50'	DRAWN BY [Signature]	SHEET NO. [Blank]	
DATE 5/14/71	NO. 51471		



TECHNICAL PAPERS DIVISION

THE MEAD CORPORATION SOUTH LEE, MASSACHUSETTS 01260 • (413) 243-1231

November 9, 1972

Mr. Stephen F. Joyce
Pioneer Valley Air Pollution
Control District
1414 State Street
Springfield, Mass. 01109

Dear Mr. Joyce:

Re: Morart Gravure Printing Plant

The Technical Papers Division of The Mead Corporation has three plants in South Lee, two paper mills which are about one mile apart and a printing plant. I am submitting a separate form for each one. Attached are the forms for the Morart Gravure printing plant.

Mead's Morart Gravure printing plant is located on Route 102 adjacent to the Division's Laurel Mill. The chief product is printed absorbent paper, used by our customers to make decorative laminates.

The only emissions from the plant are process emissions since all steam for heating and processing is supplied by the Laurel Mill.

The plant has nine active rotogravure printing presses with a total of thirty-one printing stations. Solvent is driven off the paper with steam heated driers. Each of the printing stations has a drier connected to a blower. There are nine blowers, one for each press. From the blower, the solvent is ducted to vents on the roof. The solvent currently employed is Cellosolve (Ethylene Glycol Monoethyl Ether).

The Division's Product Engineering section has an experimental treating and coating machine which is housed in the Morart building. It is occasionally used (4 to 8 hours per week) to test and develop new products. The machine has a natural gas fired burner resulting in its products of combustion. Other possible emissions would be water and organic solvents which would be driven off the treated paper. Due to the experimental nature of the operation any odors or visible emissions are closely monitored to evaluate potential problems, etc.

Very truly yours,

THE MEAD CORPORATION

George Wellspeak
Manager Engineering Services
Technical Papers Division

GW:s
att.

FOR REALTORS OR PROPERTY MANAGERS ONLY

Location of Source to be registered:

Facility Name Technical Papers Division of The Mead Corporation

Address _____

City or Town South Lee, Massachusetts Zip Code 01260

List the names and addresses of any other realties or managements that also oversee or operate the above facility:

A. 1. Did you previously receive and return a registration form during the year of 1971? Yes _____ No X

2. If yes, were there any significant changes or additions to the registered equipment or changes in production rate during the calendar year of 1971? Yes _____ No X

D. Approximate number of employees 87

G. 1. Do you own or operate boiler (s) or heating equipment? Yes _____ No X

2. If yes, complete Page 4.

3. If no, indicate who supplies heat and/or power.

Name Hurlbut Papers - Laurel Mill

Address _____

City or Town South Lee, Massachusetts Zip Code 01260

H. 1. What products are produced or services rendered? Gravure Printing

2. Are processing or manufacturing operations involved? Yes X No _____
If yes, complete Page 5.

3. Are solvent containing materials used as an integral part of the process or manufacturing? Yes X No _____ If yes, complete Page 6.

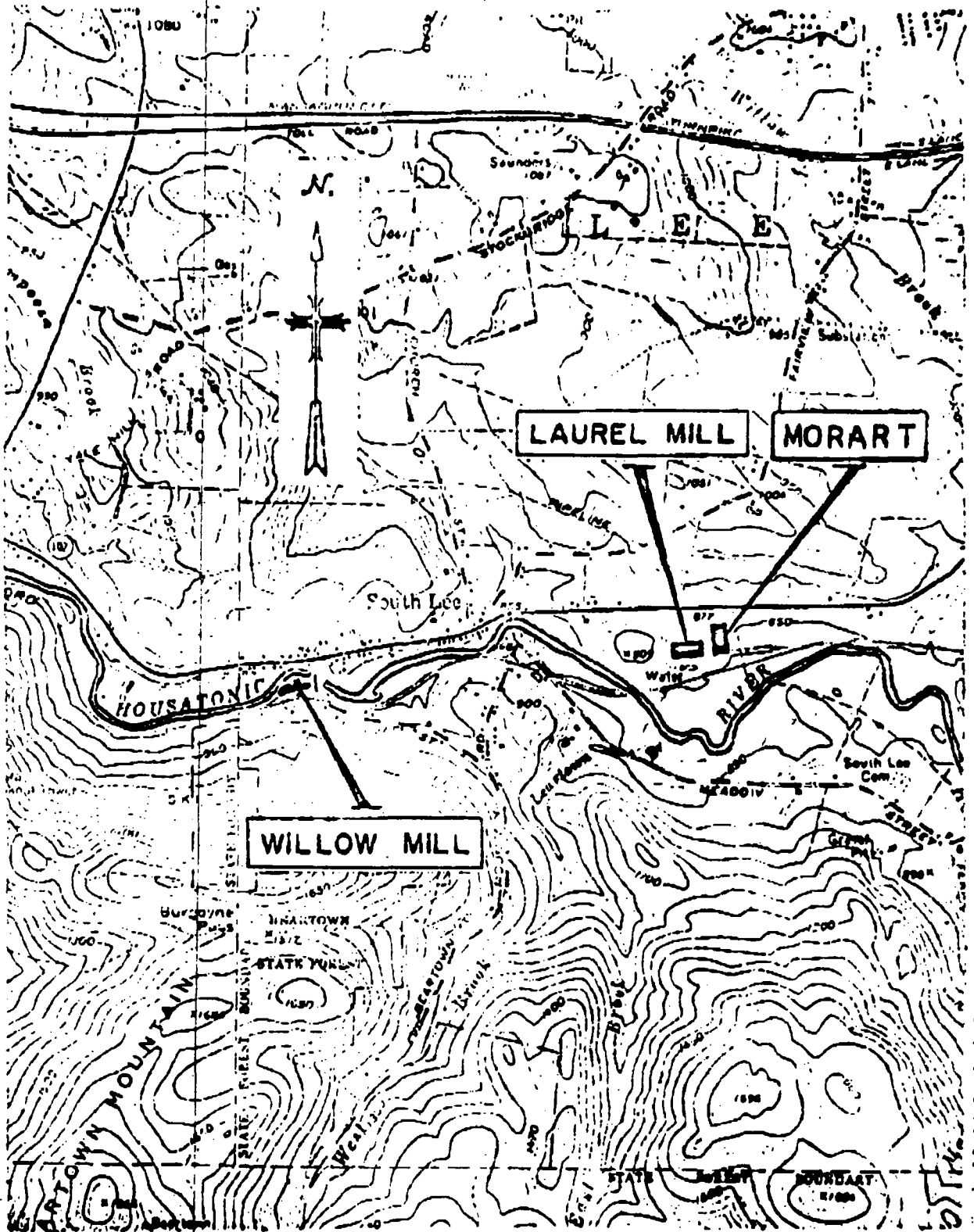
E. Do you have and/or operate an on-premise incinerator? Yes _____ No X
If yes, complete Page 7.

F. Person to be contacted for further information, if necessary:

Name E. K. Bancroft Title Manufacturing Manager
(Please Print)

Address Willow Street Area Code 413 Tel. No. 243-1231

City or Town South Lee, Massachusetts Zip Code 01260



SCALE: 1" = 2000'

LOCATION PLAN

HURLBUT PAPERS & MORART
 SOUTH LEE, MASSACHUSETTS

H. Process and/or Manufacturing Equipment and Operations

Instructions:

- List those steps in the process or manufacturing where air contaminants are vented or discharged into the ambient air.
- The information should be for the calendar year of 1971. Indicate if otherwise _____

1. Operation schedule for equipment:

(Check days of week)

		Mon	Tues	Wed	Thur	Fri	Sat	Sun
Fall (Sept 15-Dec 14)	7 days or	X	X	X	X	X		
Winter (Dec 15-March 14)	7 days or	X	X	X	X	X		
Spring (March 15-June 14)	7 days or	X	X	X	X	X		
Summer (June 15-Sept 14)	7 days or	X	X	X	X	X		

(Circle hour(s) of operation)

a.m.

p.m.

24 hrs or	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
24 hrs or	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
24 hrs or	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
24 hrs or	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12

2. Process and/or manufacturing data

* Ethylene Glycol Monoethyl Ether

Major Steps Involved in Process	Type Equip Used*	Raw Materials			Finished Materials			Quantity of Gaseous Discharge (cfm)	Air Contaminant Emissions				Stack(s) or Vent(s) Serving Process Steps											
		Amount		Amount		Air Cleaning Equipment			Emissions		Height Above Ground (ft)	Inside diam At Top (ft)	Exit Velocity (ft/sec)	Exit Temp (°F)										
		Type**	Max per hr	Ave per yr	Type	Max per hr	Ave per yr		Type**	Percent Efficiency					Type**	Rate (lbs/hr)								
Printing																								
Gravure printing		A	17 gal	5900			See Table						Same as Input	See Table	See Table	See Table	See Table							
Used Ink Disposal	Steam	*	Part of Above	Part of Above			See Table						Same as Input	See Table	See Table	See Table	See Table							

3. Indicate how gas/air is vented to stacks (fan, blower, natural): Blower

4. Show the location of the stacks and/or vents on Page 5, Section K.

*Sulfuric acid-chamber, aluminum smelting-crucible furnace, iron melting-cupola, cement batching process, or other (please specify).

**Acid used, tons; metal charged or processed, tons; etc.

+Baghouse, electrostatic precipitator, cyclone, etc.

+Dust, fume, gas, etc., emitted: iron oxide, mineral or rock dust, formaldehyde, sulfur dioxide, etc.

1. Materials Containing Solvents Used in Process and/or Manufacturing

Instructions: This section is to be completed if materials containing solvents are used as an integral part of the processing or manufacturing in quantities of greater than 30 gallons/year. This means, for instance, that materials containing solvents used to clean machinery should not be mentioned and those used in such operations as surface coating (paint, varnish, lacquer, enamel, primer, glaze, resin, sealer shellac, etc.), laundries (degreasing agents, dry cleaning agents) and miscellaneous (adhesives, insecticides, printing inks, putty) should be mentioned.

1. Surface Coatings

Type*	Amount (gal)		Type+ Control Equip	Height (ft)	Vents	
	Max Hour	Annual			Discharge (cfm)	
1. _____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____	_____

*If paint, indicate whether water based or solvent base.
+Spray booth, water spray, incinerator, etc.

2. Solvent Cleaners

Type*	Amount (Gal)		Recovery System	Disposal Method	Height (ft)	Discharge (cfm)
	Max Hour	Annual				
1. Wash Solvent	10	24,500	Reclaimed *	None	Same vents as above.	
2. Solvox 710	1	660	None	None	15'	500
3. _____	_____	_____	_____	_____	_____	_____

*Indicate solvent material (trichloroethylene, trichloroethane, perchloroethylene, stoddard solvent, etc.) * Solvent Recovery Service of N.E., Inc., Lazy Lane Southington, Conn. 06489

+For intermittent operation, indicate maximum rate

*Wash solvent is a mixture of Ethylene Glycol Monoethyl Ether, MEK, and Tolvol.

3. Miscellaneous

Type	Amount		Percent Solids	Emission Control Equipment	Vents	
	Max Hour	Annual			Height (ft)	Discharge (cfm)
1. _____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____

PROCESS SOLVENTS

MACHINE	TYPE OF PRODUCT	SOLVENT USED	MAX. GAL. PER DAY	DAYS YEAR	HEIGHT	SIZE	EXIT** VELOCITY	C.F.M.	EXIT TEMPERATURE
L-1	*** PRINTED FILM				36'	2'x6'	1300	9568	94°
L-3	PRINTED PAPER	Ethylene Glycol Monoethyl Ether		255	36'	2'x6'	1800	13104	130°
L-4	PRINTED PAPER	"		"	"	31'x2'	2000	91000	140°
L-5	PRINTED PAPER	"		"	"	2'x4'	200	1456	120°
L-6	PRINTED PAPER	"		"	"	2'x6'	1000	7280	115°
L-7	PRINTED PAPER	"		"	"	2'x4'	"	"	"
L-8	PRINTED PAPER	"	323 GAL.	"	"	2'6"x22"	1800	13104	147°
L-9	PRINTED PAPER	"		"	"	2'x4'	550	4004	130°
L-10	PRINTED PAPER	"		"	25'	16"x30"	500	1800	120°
L-11	PRINTED PAPER	"		"	36'	2'6"x22"	1800	13104	145°
USED INK DISPOSAL	LEFT OVER INK	"		100	27'	18" x 18"	250	300	200°
MINATOR	***				36'	33"x31"	DATA NOT AVAILABLE		
PILOT MATER	EXPERIMENTAL PAPER COATINGS	MEK & ACETONE H2O	***	****	36'	2 STACKS EACH 25" x 25"	1650MAX	8000	250°

* TOTAL USAGE L3,4,5,6,7,8,9,10, 611

** DATA TAKEN WITH AN ALMOR VELOMETER AT CENTER OF DUCT

*** NOT IN OPERATION

**** THE PILOT COATER IS USED FOR DEVELOPMENT WORK AND IS RUN INTERMITTENTLY.

NOTE: PRINTING PRESSES L3, L4, L5, L6, L7, L8, L9, L10, L11, ARE ALL USED, BUT NO MORE THAN SEVEN PRESSES ARE USED AT ANY ONE TIME.

1971
(note - 1950 used
street form)

2/12/85/80 Bill Simmons

Neosol - 5,000 - previously 73,439
 - electro coating (Dennisow)
 16,000 - Gift way
 19,000
 69,638 - checked table
 89,439

Thru Tan's - 456,806 lbs - added "Reclaim"
 Add contribution } 164,064
 in "inlets" listed } 17,497
 at bottom of } 23,791
 table } 5,142
 8,221
 3,800 - correction from 89,439 Neosol
 16,000
 3,500
 694,454 lbs

- 1 - 761,700 lbs Total ...
- 2 - Some of solvents came in drums & did not get into tank farm liquors. Example Ethyl Acetate 5,252 lbs.

711 031

50000

E. K. BANCROFT

MeadPaper
 Specialty Paper Division
 South Lee, Massachusetts 01260

Cello

329,584 T.F.
164,004
13,497

507,085 ✓

Notes on this & succeeding pages made from discussion with Bill Semmons who prepared Norant's report

Cash

57,584 T.F. ✓

Measol

69,638
3800

16,000
89,438 ✓

Table is correct as a total distribution
Quantities below are already in table

∴ Diff. between total on table is 18 in excess brought in 55 gal drums.

Diff

Table total excludes fugitive emissions.

E. K. BANCROFT

MeadPaper

Specialty Paper Division
South Lee, Massachusetts 01260

John Madisa - Air Pollution Springfield
Mass

AP-2 Form

list of solvents broken down

Thru put through tanks does not
seem to agree with consumption
figures.

we will be held over Monday
Dec 8 for discussion.
I attached in enclosure US Material
Storage data.

Tank Throughput - 456800 gal

73,432 should be 3800

E. K. BANCROFT

MeadPaper

Specialty Paper Division
South Lee, Massachusetts 01260

Moran

Air Pollution Office
Springfield, Mass.

Re John Madson call:

- 1- Referring to the table of figures - the total 761,740 lbs is estimate of the total stack emissions. It does not include "Fugitive" emissions - which are estimated at 26,291 lbs. and do not go through a stack.
- 2- The Tank Farm (Material Storage Data) units should be "lbs" not "Gallons".
Excluding "Reclaim" and "Returned Ink" (which is mixed into inventory) these figures are included in the table.
- 3- The figures below the table are in the total of 761,740 lbs.
- 4- The difference between the Tank Farm figures plus the amount of solvent contributed by the ink is solvent purchased in 55 gal drums*. (The 73,438 lbs shows below table is correct - it should be 3800).

The difference $761,740 - 694,451$ or $67,289$ lbs. (or $93,577$ lbs if you add the fugitive emissions in amount of $26,291$ lbs)

*- The instructions for AP-4 indicate drums of this kind (sealed) need not be reported if no emissions result while in storage.

(Note: Mixed into inventory
E. K. BANCROFT
 drums reported since while covered they are not sealed so they are included as part of "fugitive" emissions.

MeadPaper
 Specialty Paper Division
 South Lee, Massachusetts C1260

1979

5/23/79

No. 1 PDS Apparent max production hourly rate for raw materials:
 8/17 (16) 925 26,760^{*} Yield 93.1% 13.30 ch. Hrs incl. 17.0% DT
 $\frac{26,760}{.931} = 28,727$ Run Hrs 12.3 (1.72) = 9.71

$$\frac{33,105}{9.71} = 3316$$

Say 3400 ✓

11/1 (15) 442 GUV 47,205 Yield 81.0 19.50 ch. Hrs incl. 2.6% DT
 $\frac{47,205}{.81} = 58,278$ Run Hrs 19.5 (9.24) = 10.02

$$\frac{58,278}{11.02} = 5279/11.02$$

Apparent max finished material per hour - use gross production

25 applies $\frac{26,760}{.96} = 27,875$ Gross Prod
 $\frac{140}{28,015}$ S.W. Break

$$28,015 \div 4.71 = 5948$$

Say 5000 ✓

No. 2 PDS Apparent max production hourly rate for raw materials:
 11/12 (11) 500-AGU 22,310 Yield 82% 9.22 ch. Hrs incl. 2.7% DT
 $\frac{22,310}{.832} = 26,815$ Run Hrs = 5.51

$$\frac{26,815}{6.71} = 3996$$

Say 4000 ✓

3/2 (11) 3-3209 80,925 Yield 71.6% 24.90 ch. Hrs incl. 2.7% DT
 $\frac{80,925}{.716} = 113,524$ Run Hrs 24.90 (9.15) = 15.90
 $\frac{113,524}{7.17} = 15833$

Apparent max finished material per hour - use gross production

1/12 (11) 500-AGU 22,310 23,974 G. Prod 9.2 ch. Hrs incl. 2.7% DT
 $\frac{22,310}{.96} = 23,239$ Run Hrs 9.2 (2.29) = 6.71
 $\frac{240}{23,974}$

$$\frac{23,974}{6.71} = 3573$$

Say 3600 ✓

1979

No 3 PM Apparent max production hourly rate for raw materials:

$$\frac{91,930}{.743} = \frac{115,927}{1.63} \text{ raw material } 16.64 \text{ hrs} \cdot \frac{100}{925} \cdot 7.5\% \text{ D.T}$$

16 x .925 = 14.8 run hours

$$\frac{115,927}{14.8} = 7833$$

say 7900 ✓

Apparent max fin paper - gross production

$$\begin{array}{r} 500 \text{ NSU} \\ \frac{91,930}{.97} = 94773 \\ \frac{2625}{97398} \text{ S.U. broke} \\ \text{Total gr. Prod} \end{array}$$

$$\frac{97398}{14.8} = 6581 \text{ #/run hr} \cdot \text{Gross Prod}$$

6600 ✓

DEQ-80
 and original to DEQE Regional
 Office, retain a copy

Commonwealth of Massachusetts
 Department of Environmental Quality Engineering
 Division of Air Quality Control For period Jan 1 to Dec 31, 1979

Zone _____ Source ID no. _____ TANK NOS. _____
 UTM _x _____ REVIEWED BY _____ thru _____

IRM	LEGAL NAME	BUSINESS ADDRESS	PHONE
DIVISION	The Head Corporation	Courthouse Plaza, N.E., Dayton, Ohio	513-222-63
AGENT	Specialty Paper Division		413-243-12
LOCATION	E. K. Bancroft	Morart Print Division	
	Route 102, South Lee, Mass. 01260		

MATERIAL STORAGE DATA	A. MATERIAL STORED AND TRUE VAPOR PRESSURE @ 68 F		B. ANNUAL THRUPT (GALS.) JAN 1 TO DEC 31	C. CONTAINER TYPE	D. CONTAINER CAPACITY	NO. OF IDENTICAL CONTAINERS	LOCATION
	1	Ethyl Cellosolve	4	131,836 Gal. lbs	Storage Tank	* 5,000	1
2	Ethyl Cellosolve	4	131,836 Gal. lbs	Storage Tank	5,000	1	"
3	Reclaim	4	68,090 Gal.	Storage Tank	2,500	1	"
4	Ethyl Cellosolve	4	65,912 Gal. lbs	Storage Tank	2,500	1	"
5	Carbitol	0	57,584 Gal. lbs	Storage Tank	2,500	1	"
6	Neosol	45	69,638 Gal. lbs	Storage Tank	2,500	1	"
7	Returned Ink		466,000 lb.	55 Gal. Drums	55	275	Ink Storage Warehouse
8							

E. TYPE OF COVER/ ROOF	F. TANK AGE	G. TYPE OF TANK CONSTRUCTION	H. TANK DIAMETER	I. TANK COLOR
1 N.A.	10 Yrs.	N.A.	72"	N.A.
2 N.A.	10 Yrs.	N.A.	72"	N.A.
3 N.A.	10 Yrs.	N.A.	72"	N.A.
4 N.A.	10 Yrs.	N.A.	72"	N.A.
5 N.A.	10 Yrs.	N.A.	72"	N.A.
6 N.A.	10 Yrs.	N.A.	72"	N.A.
7				
8				

STACK/VENT DATA	A. VAPOR CONTROL SYSTEM, TYPES AND EFFICIENCIES:					B. VENT HEIGHT ABOVE GROUND	C. VENT DIAMETER	D. TOTAL EMISSION RATE (IF KNOWN)	
	STORAGE	% EFF.	FILL	% EFF.	WITHDRAWAL	% EFF.		STORAGE	TRANSFER
1						13'6"	3" Pipe		
2						13'6"	3" Pipe		
3						13'6"	3" Pipe		
4						13'6"	3" Pipe		
5						13'6"	3" Pipe		
6						13'6"	3" Pipe		
7									
8									

REMARKS * There are four horizontal underground tanks, each tank is partitioned in the center to provide eight 2,500 gal. tanks. Tanks 1&2 have internal syphons connecting both ends.

CERTIFICATION I certify that I have examined the above and to the best of my knowledge it is true and complete. (Signature subjects signer to provisions of the General Statutes regarding false and misleading statements)

SIGNATURE: E. K. Bancroft TITLE: Vice President-Engineering DATE: 6/10/80

PROCESS/MANUFACTURING REGISTRATION

Form AP - 2

DEQE - 80

Send original to DEQE Regional Office, retain a copy

Commonwealth of Massachusetts
Department of Environmental Quality Engineering
Division of Air Quality Control

For period Jan 1 to Dec 31, 1979

This area to be completed by D.E.Q.E.,
Zone _____ Source ID no. _____
UTM x _____ Reviewed by _____
y _____

	LEGAL NAME			ADDRESS		PHONE
FIRM	The Mead Corporation			Courthouse Plaza, N.E. Dayton, Ohio		513-222-6323
DIVISION	Specialty Paper Division					413-243-1231
AGENT	E. K. Bancroft			Morart Print Division		
LOCATION	Route 102, South Lee, Mass. 01260					
PROCESS STEP NO.	1	2	3	4	5	
LOCATION OF EQUIP.	Press Room	Press Room	Press Room	Press Room	Press Room	
MAJOR STEPS IN PROCESS Operation of Printing Press	FUGITIVE	L-3	L-4	L-5	L-6	
TYPE OF EQUIP'T USED	N.A.	Gravure	Gravure	Gravure	Gravure	
RAW MATERIAL - TYPE	*	*	*	*	*	
Maximum per hour		137#/Hr.	107#/Hr.	80#/Hr.	0	
Total per year	26,291#	247,274#	47,660#	77,397#	0	
FINISHED MATERIAL -TYPE	-	Printed Paper	Printed Paper	Printed Paper	-	
Maximum per hour	-	2,200#	2,200#	1,880#	0	
Total per year	-	1,769,680#	208,606#	801,061#	0	
OPERATING SCHEDULE					Did not operate in 1979.	
Hours per day		24	24	24		
Days per week		4.3	1.5	1.1		0
Weeks per year		48	48	48		0
Months in operation		12	12	12		0
STACK/VENT DATA						
Stack number		L-3	L-4	L-5	L6/7	
Exit direction		East	East	East	East	
Inside diam. at top		24"x48"	24"x33"	24"x48"	24"x48"	
Height above ground		36'	36'	36'	36'	
GAS EXIT TEMPERATURE		130°F	155°F	155°F	-	
GAS QTY. (ACFM)		13,000	8,000	5,015	-	
EMISSION CONTROL						
Type and date installed	None	None	None	None	None	
Manufacturer						
Efficiency						
Disposal						
EMISSIONS:						
Pollutant emitted	See Attached Table for Detail - All solvent is Emitted Except that in the					
Tons/year emitted	"Wash" column - which is Reclaimed.					

Provide a roof or elevation plan showing location of stacks and vents. See Attached Drawing.

CERTIFICATION I certify that I have examined the above and to the best of my knowledge it is true and complete. (Signature subjects signer to provisions of the General Statutes regarding false and misleading statements)

SIGNATURE: E. K. Bancroft TITLE: Vice President-Engineering DATE: 6/10/80

*See Attached Table

Form AP - 2
DEQE - 80

Commonwealth of Massachusetts
Department of Environmental Quality Engineering
Division of Air Quality Control

Zone _____
UTM x _____
y _____

Source ID no. _____

Reviewed by _____

Send original to DEQE Regional
Office, retain a copy

For period Jan 1 to Dec 31, 19 79

LEGAL NAME		ADDRESS			PHONE
FIRM	The Mead Corporation	Courthouse Plaza, N.E., Dayton, Ohio			513-222-6323
DIVISION	Specialty Paper Division				413-243-1231
AGENT	E. K. Bancroft	Morart Print Division			
LOCATION	Route 102, South Lee, Mass. 01260				
PROCESS STEP NO.	1	2	3	4	5
LOCATION OF EQUIP.	Press Room	Press Room	Press Room	Press Room	Press Room
MAJOR STEPS IN PROCESS Operation of Printing Press	L-7	L-8	L-10	L-11	WASH-UP
TYPE OF EQUIP'T USED	Gravure	Gravure	Gravure	Gravure	All Press Lines
RAW MATERIAL - TYPE	*	*	*	*	*
Maximum per hour	140#/Hr.	161#/Hr.	0	143#/Hr.	774#/Hr.
Total per year	22,043#	200,553#	0	166,813#	67,410#
FINISHED MATERIAL - TYPE	Printed Paper	Printed Paper	-	Printed Paper	N.A.
Maximum per hour	1,100#	2,200#	0	2,200#	-
Total per year	93,674#	1,153,463#	0	1,194,962#	-
OPERATING SCHEDULE			Did not operate in 1979.		
Hours per day	24	24		24	24
Days per week	0.6	4.1	0	3.5	5
Weeks per year	48	48	0	48	48
Months in operation	12	12	0	12	12
STACK/VENT DATA					
Stack number	L6/7	L-8	L-10	L-11	None
Exit direction	East	East	South	East	-
Inside diam. at top	24"x48"	22"x30"	16"x30"	22"x30"	-
Height above ground	36'	36'	25'	36'	-
GAS EXIT TEMPERATURE	1150F	1620F	1200F	1450F	-
GAS QTY. (ACFM)	6,000	14,000	1,800	14,000	-
EMISSION CONTROL					
Type and date installed	None	None	None	None	None
Manufacturer					
Efficiency					
Disposal					
EMISSIONS	See Attached Table for Detail - All Solvent is Emitted Except that in the				
Pollutant emitted	"WASH" column - which is Reclaimed.				
Tons/year emitted					

Provide a roof or elevation plan showing location of stacks and vents. See Attached Drawing.

CERTIFICATION I certify that I have examined the above and to the best of my knowledge it is true and complete. (Signature subjects signer to provisions of the General Statutes regarding false and misleading statements)

SIGNATURE: E. K. Bancroft TITLE: Vice President-Engineering DATE: 6/10/8

*See Attached Table.

SOLVENT USED IN 1979 BY PROCESS

1/19/80

SOLVENT	RER	V.R MM Hg 68°F	lb/G	FUGITIVE 1% CELLO	L3	L4	L5	L6	L7	L8	L10	L11	TOTAL STACK EMISSION	WASH	TAL LEVEL UGLD (FUGITIVE, SPACE, WASH)
ETHYL CELLULOSE	32	4	7.74	5071 655	177,383 27,917	39,092 5,051	13,362 1,726	0	19,080 2,326	117,278 15,152	0	136,825 17,678	507,091 65,515		
CARBITOL	1.3	0	8.55	24 3	20,894 2,444	4,605 539	0	0	2,30 249	13,314 1,316	0	10,117 1,825	270,34 3,793		
NEOSOL (ETHANOL)	237	45	6.77	6,618 978	23,895 3,973	0	16,000 2,352	0	0	39,925 7,497	0	0	37,711 12,211		
N. PROPYL ALCOHOL	110	15	6.71	207 31	0	0	0	0	0	5,929 234	0	0	3,136 815		
ISOPROPYL ACETATE	500	48	7.24	187 26	557 77	0	0	0	0	463 64	0	0	1,337 137		
N. PROPYL ACETATE	275	25	7.39	2201 298	0	0	23,427 3,170	0	0	0	0	0	25,323 3,233		
ETHYL ACETATE	614	75	7.43	988 132	2346 314	0	0	0	0	1713 257	0	0	5,652 762		
ISOPROPYL ALCOHOL	300	33	7.24	5129 709	17,983 2,437	3963 547	0	0	1833 253	11,890 1,642	0	13,871 1,916	14,003 1,775		
CELLULOSE ACETATE	21	0	8.10	34 4	0	0	5,103 231	0	0	0	0	0	5,103 231		
TOLUENE	227	26.7 23°C	7.24	625 86	0	0	0	0	0	8,299 1,146	0	0	3,924 1,252		
MEK	572	71.2	6.71	4250 638	0	0	19,500 2,906	0	0	0	0	0	22,406 2,944		
HEPTANE	21	0	5.67	248 44	1216 214	0	0	0	0	1036 183	0	0	2,300 241		
RECLAIM	32	4	7.74	680 58	-	-	-	-	-	-	-	-	-	67,410 8,709	
TOTAL				26,291 3,691	247,274 32,423	47,460 6,137	77,397 10,796	0	27,043 2,838	200,553 26,841	0	166,813 21,479	76,1740 100,514	67,410 8,709	855,441 112,914

* 164,004 SUPPLIED AS PART OF INK

** 134,975
** 23,781

*** 8,924 SUPPLIED AS PART OF LITHING COATING (TOLUENE)

*** 75,738
*** 16,000
*** 2,500

ELIAC (CELLO)
(MEK)
(RECLAIM)
GIPTWRAP INK (NEOSOL)
(HEPTANE)

NOTE: RECLAIM IS PRIMARILY ETHYL CELLULOSE, BUT MAY HAVE SMALL AMOUNTS OF THE OTHER SOLVENTS.

(UPPER = lb.)
(LOWER = Gal.)

PROCESS/MANUFACTURING REGISTRATION

Form AP - 2

DEQE - 80

Send original to DEQE Regional Office, retain a copy

Commonwealth of Massachusetts
Department of Environmental Quality Engineering
Division of Air Quality Control

For period Jan 1 to Dec 31, 1977

This area to be completed by D.E.Q.
 Zone _____ Source ID no. _____
 UTM x _____ Reviewed by _____
 y _____

FIRM	LEGAL NAME		ADDRESS		PHONE
	The Plaza ...		517 ...
DIVISION	Specialty ...				
AGENT	E.K. Division		413 ...
LOCATION	Route 102 South Lee, Mass.				
PROCESS STEP NO.	1	2	3	4	5
LOCATION OF EQUIP.					
MAJOR STEPS IN PROCESS	FUGITIVE	L3	L4	L5	L6
TYPE OF EQUIP'T USED	NA.	GRAVURE	GRAVURE	GRAVURE	GRAVURE
RAW MATERIAL - TYPE	*	*	*	*	*
Maximum per hour		137 [#] /hr	107 [#] /hr	80 [#] /hr	0
Total per year	26,291 [#]	247,274 [#]	47,660 [#]	77,397 [#]	0
FINISHED MATERIAL -TYPE	-	PRINTED PAPER	PRINTED PAPER	PRINTED PAPER	-
Maximum per hour	-	2200 [#]	2200 [#]	1880 [#]	0
Total per year	-	176,9680 [#]	208,606 [#]	801,061 [#]	0
OPERATING SCHEDULE					DID NOT OPERATE IN 19
Hours per day		24	24	24	0
Days per week		4.3	1.5	1.1	0
Weeks per year		48	48	48	0
Months in operation		12	12	12	0
STACK/VENT DATA					
Stack number		L3	L4	L5	L6/7
Exit direction		EAST	EAST	EAST	EAST
Inside diam. at top		24" X 48"	24" X 33"	24" X 48"	24" X 48"
Height above ground		36'	36'	36'	36'
GAS EXIT TEMPERATURE		130°F	155°F	155°F	-
GAS QTY. (ACFM)		13,000	8,000	5015	-
EMISSION CONTROL					
Type and date installed	NONE	NONE	NONE	NONE	NONE
Manufacturer					
Efficiency					
Disposal					
EMISSIONS					
Pollutant emitted			All ...		The
Tons/year emitted					

Provide a roof or elevation plan showing location of stacks and vents.

CERTIFICATION I certify that I have examined the above and to the best of my knowledge it is true and complete. (Signature subjects signer to provisions of the General Stat-
 SIGNATURE _____ TITLE _____ DATE _____

PROCESS/MANUFACTURING REGISTRATION

Form AP - 2

DEQE - 80

Send original to DEQE Regional Office, retain a copy

Commonwealth of Massachusetts

Department of Environmental Quality Engineering

Division of Air Quality Control

For period Jan 1 to Dec 31, 1979

This area to be completed by D.E.Q.E	
Zone _____	Source ID no. _____
UTM x _____	Reviewed by _____
y _____	

	LEGAL NAME			ADDRESS		PHONE
FIRM						
DIVISION						
AGENT						
LOCATION						
PROCESS STEP NO.	1	2	3	4	5	
LOCATION OF EQUIP.						
MAJOR STEPS IN PROCESS	L7	L8	L10	L11	WASH UP	
TYPE OF EQUIP'T USED	GRAVURE	GRAVURE	GRAVURE	GRAVURE	ALL PRESS LINE	
RAW MATERIAL - TYPE	*	*	*	*	*	
Maximum per hour	140 #/hr	161 #/hr	0	143 #/hr	774 #/hr	
Total per year	22,043 #	200,553 #	0	166,813 #	67,410 #	
FINISHED MATERIAL - TYPE	PRINTED PAPER	PRINTED PAPER	-	PRINTED PAPER	N.A.	
Maximum per hour	1,100 #/hr	2,200 #/hr	0	2,200 #/hr	-	
Total per year	93,674 #	115,340 #	0	1,949,62 #	-	
OPERATING SCHEDULE			DID NOT OPERATE IN 1979			
Hours per day	24	24		24	24	
Days per week	.6	4.1	0	3.5	5	
Weeks per year	48	48	0	48	48	
Months in operation	12	12	0	12	12	
STACK/VENT DATA						
Stack number	L6/7	L8	L10	L11	NONE	
Exit direction	EAST	EAST	SOUTH	EAST	-	
Inside diam. at top	24" x 48"	22" x 30"	16" x 30"	22" x 30"	-	
Height above ground	36'	36'	25'	36'	-	
GAS EXIT TEMPERATURE	115°F	162°F	120°F	145°F	-	
GAS QTY. (ACFM)	6000	14,000	1800	14,000	-	
EMISSION CONTROL						
Type and date installed	NONE	NONE	NONE	NONE	NONE	
Manufacturer						
Efficiency						
Disposal						
EMISSIONS						
Pollutant emitted	See 4th page Table For Details - All emissions Reported Properly and in TSP					
Tons/year emitted	Waiver obtained - 10/1/79					

Provide a roof or elevation plan showing location of stacks and vents.

CERTIFICATION I certify that I have examined the above and to the best of my knowledge it is true and complete. (Signature subjects signer to provisions of the General Stat-
 SIGNATURE _____ TITLE _____ DATE _____

PLATILE ORGANIC MATERIAL STORAGE

Form AP-4
 DEQ-80
 and original to DEQE Regional
 office, retain a copy

Commonwealth of Massachusetts
 Department of Environmental Quality Engineering
 Division of Air Quality Control

For period Jan 1 to Dec 31, 1979

This area to be completed by D.E.Q.E.
 Zone _____ Source ID no. _____
 UTM x _____ REVIEWED BY _____
 y _____

TANK NOS. _____
 thru _____
 PHONE _____

INDUSTRY	LEGAL NAME	BUSINESS ADDRESS	PHONE
INDUSTRY			
INDUSTRY			
INDUSTRY			

MATERIAL STORAGE	A. MATERIAL STORED AND TRUE VAPOR PRESSURE @ 68 F		B. ANNUAL THRUPTUT (GALS.) JAN 1 TO DEC 31		C. CONTAINER TYPE	D. CONTAINER CAPACITY	E. NO. OF IDENTICAL CONTAINERS	F. LOCATION
	1	1 ETHYL CELLOSOLVE	4	131,836 GAL	131,836 GAL	STORAGE TANK	5000	1
2	2 ETHYL CELLOSOLVE	4	131,836 GAL	131,836 GAL	STORAGE TANK	5000	1	"
3	3 RECLAIMER INK	4	68,070 GAL	68,070 GAL	STORAGE TANK	2500	1	"
4	4 ETHYL CELLOSOLVE	4	65,912 GAL	65,912 GAL	STORAGE TANK	2500	1	"
5	5 CARBITOL	0	57,584 GAL	57,584 GAL	STORAGE TANK	2500	1	"
6	6 NEOSOL	4.5	62,638 GAL	62,638 GAL	STORAGE TANK	2500	1	"
7	7 RETURNED INK		466,000 LB.	466,000 LB.	55 GAL DRUMS	55	275	INK STORAGE WAREHOUSE
8								

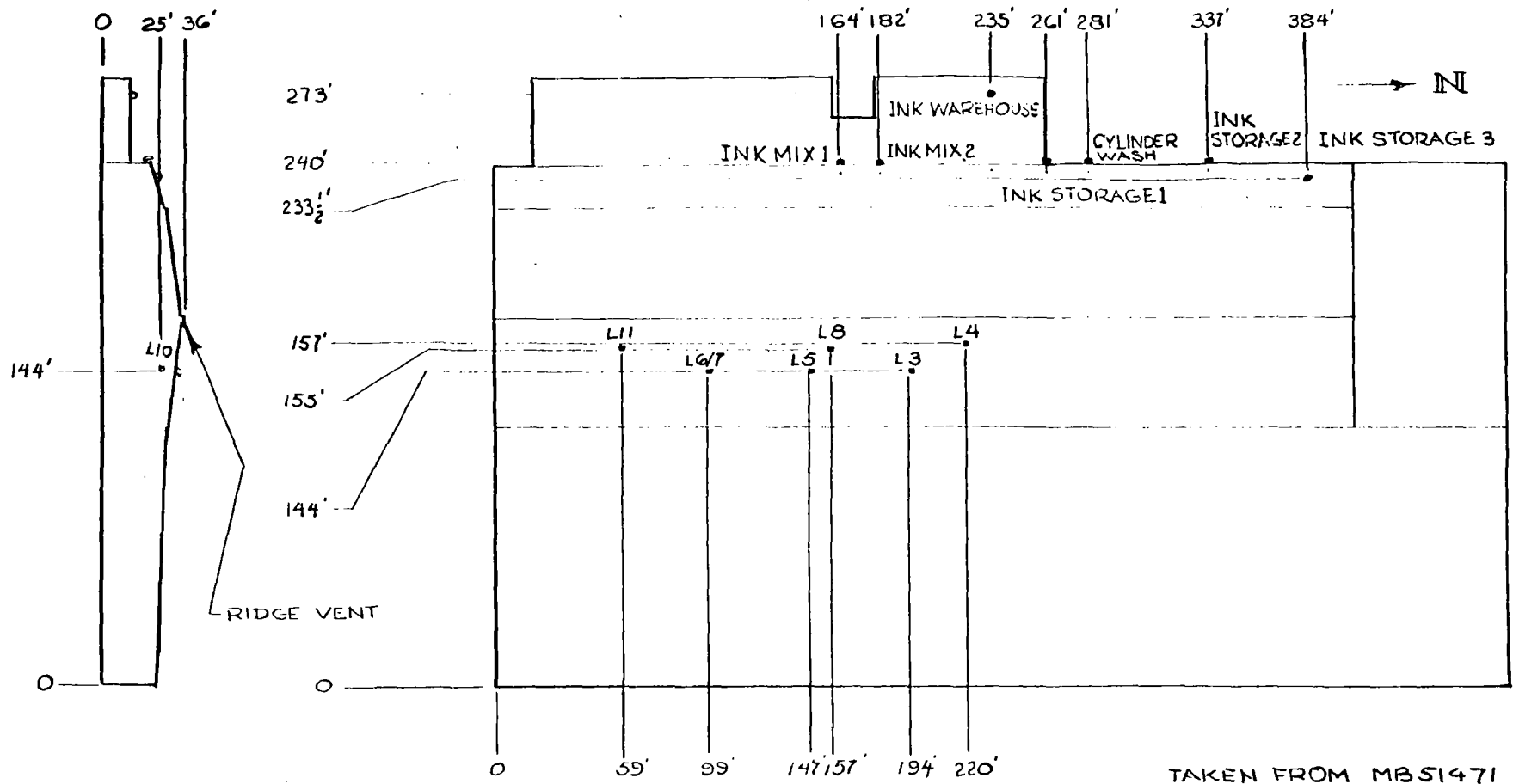
	E. TYPE OF COVER/ ROOF	F. TANK AGE	G. TYPE OF TANK CONSTRUCTION	H. TANK DIAMETER	I. TANK COLOR
1	NA.	10 yr.	NA.	72"	NA.
2	NA.	10 yr.	NA.	72"	NA.
3	NA.	10 yr.	NA.	72"	NA.
4	NA.	10 yr.	NA.	72"	NA.
5	NA.	10 yr.	NA.	72"	NA.
6	NA.	10 yr.	NA.	72"	NA.
7					
8					

TANK/ IDENT DATA	A. VAPOR CONTROL SYSTEM, TYPES AND EFFICIENCIES:						B. VENT HEIGHT ABOVE GROUND	C. VENT DIAMETER	D. TOTAL EMISSION RATE (IF KNOWN)	
	STORAGE	% EFF.	FILL	% EFF.	WITHDRAWAL	% EFF.			STORAGE	TRANSFER
1							13' 6"	3" Ø PIPE		
2							13' 6"	3" Ø PIPE		
3							13' 6"	3" Ø PIPE		
4							13' 6"	3" Ø PIPE		
5							13' 6"	3" Ø PIPE		
6							13' 6"	3" Ø PIPE		
7										
8										

REMARKS * THERE ARE FOUR HORIZONTAL UNDERGROUND TANKS, EACH TANK IS PARTITIONED IN THE CENTER TO PROVIDE EIGHT 2500 GAL TANKS. TANKS 1 & 2 HAVE INTERNAL SYPHONS CONNECTING BOTH ENDS.


CERTIFICATION I certify that I have examined the above and to the best of my knowledge it is true and complete. (Signature subjects signer to provisions of the General Statutes regarding false and misleading statements)

SIGNATURE _____ TITLE _____ DATE _____



TAKEN FROM MB51471

STACK / VENT		L10	L11	L6/7	L5	L8	INK MIX 1	INK MIX 2	L3	L4	WAREHOUSE	STORAGE 1	WASH	STORAGE 2	STORAGE 3
SIZE		16" 30"	22" 30"	24" 36"	24" 36"	22" 30"	18" 20"	18" 20"	24" 36"	24" 33"	24" 31"	18" 20"	18" 20"	28" 28"	90" 90"
HEIGHT		25'	36'	36'	36'	36'	23'	20'	36'	36'	15'	20'	6'	4 1/2'	22'

NO. REVISION	UNLESS OTHERWISE SPECIFIED BREAK CORNERS DEBURR HOLES		 Specialty Paper Division South Lee, Massachusetts 01280		
	TOLERANCES ARE 3 PLACE DEC.' ± .005 2 PLACE DEC.' ± .010 ANGLES ± 1/4° SURFACE FIN ✓				
DATE	SCALE	DATE	DRAWN BY	SHEET NO.	DRWG. NO.
	1" = 50'	6/9/8	WS	1 of 1	MB6980-1 REV.

TITLE
MORART PROCESS AIR VENTS

MeadPaper

Specialty Paper Division
South Lee, Massachusetts 01260

Telephone: 413-243-1231

August 27, 1981

The Commonwealth of Massachusetts
Berkshire Air Pollution Control District
1414 State Street
Springfield, Mass. 01109

Attention: David E. Howland, Acting Chief
Air Quality Section
Western Region

Re: Source Registration
Calendar Year 1980

Dear Mr. Howland:

We acknowledge receipt of your letter of August 11, 1981 and return herewith completed source registration data sheets for our Willow Mill, Laurel Mill and Morart Print Division operations.

If anything further is desired, kindly advise.

Sincerely,

E. K. Bancroft
Vice President-Engineering

EKB:es

Enclosures

bc: R. L. Comeau) W/Att.
G. Yakum) "
K. C. Ayers, Chillicothe) W/Att.
G. T. O'Neill) W/Att.

SOURCE REGISTRATION SHORT FORM - 1980 (JAN. 1 - DEC. 31)

LOCATION OF SOURCE TO BE REGISTERED:

FACILITY NAME: Mead Paper, Specialty Paper Division - Willow Mill

ADDRESS: Willow Street CITY/TOWN: South Lee

1) FUEL BURNING EQUIPMENT: (NOTE: Please indicate whether boiler or process fuel useage)

<u>FUEL - #2, 4 or 6 OIL, GAS, COAL, WOOD</u>	<u>SULFUR CONTENT (%)</u>	<u>AMT. BURNED PER BOILER OR PROCESS (GALS., CU. FT., TONS/YR.)</u>
#6 Fuel Oil	2.2% Maximum	#1 Boiler - 385,734 gallons
#6 Fuel Oil	2.2% Maximum	#2 Boiler - 553,026 gallons

2) INCINERATION:

TYPE OF WASTE BURNED: None AMT. (LBS./YR.): _____

3) PROCESS/MANUF. DATA: (Tons/Yr., Cu. Yds./Yr., etc.) 7936.8 Net Tons-Paper

- a) ASPHALT PRODUCED: _____ c) CONCRETE PRODUCED: _____
- b) METAL CHARGED: TYPE: _____ AMT.: _____ d) SAND/GRAVEL PROCESSED: _____
- e) SURFACE COATING: (e.g. paint, varnish, enamel, adhesive, pigment coating etc.)

<u>TYPE</u>	<u>AMT. (GALS./YR.)</u>	<u>WT. OF COATING (LBS./GAL.)</u>	<u>% (BY WT.) SOLVENT IN UNDILUTED COATING</u>
N.A.			

4) SOLVENT USEAGE: (e.g. alcohol, ethyl acetate, toluene, mek, etc.)

<u>TYPE</u>	<u>AMT. (GALS./YR.)</u>	<u>WEIGHT (LBS./GAL.)</u>
N.A.		

5) OTHER ORGANIC MATERIALS: (e.g. Used in Dry Cleaning, Degreasing, Chemical Mfg.)

<u>TYPE</u>	<u>AMT. (GALS./YR.)</u>	<u>WEIGHT (LBS./GAL.)</u>
N.A.		

6) If none of the above apply to your facility, refer to your previously submitted registration form and adjust the process emissions reported for 1979 to reflect plant conditions during 1980. The contaminants which should be reported are particulate, sulfur oxides, carbon monoxide, nitrogen oxides, and hydrocarbons.

<u>EMISSION POINT # OR DESCRIBE POINT</u>	<u>TYPE OF POLLUTANT</u>	<u>EST. AMT. EMITTED (GALS., LBS., TONS/YR.)</u>
<u>No appreciable change from 1979 reporting.</u>		

7) You may have previously registered your process emission points, but because of difficulty in determining emission rates, have never assigned emissions to those points. If so, please indicate whether there has been any significant change relative to the equipment associated with those points which would affect the discharge of emissions to the ambient air. (e.g. Applicable to Platers, Grinding Operations, etc.)

NO. There was no equipment change.
 YES. There was a significant equipment change. Describe below.

CERTIFICATION: I certify that I have examined the above information and that to the best of my knowledge, it is true and complete.

SIGNED: S. K. Beuoft TITLE: Engineering Date: 8/27/81
 V.Pres.

SOURCE REGISTRATION SHORT FORM - 1980 (JAN. 1 - DEC. 31)

LOCATION OF SOURCE TO BE REGISTERED:

FACILITY NAME: Mead Paper, Specialty Paper Division - Laurel Mill

ADDRESS: Route 102 CITY/TOWN: South Lee

1) FUEL BURNING EQUIPMENT: (NOTE: Please indicate whether boiler or process fuel usage)

<u>FUEL - #2, 4 or 6 OIL, GAS, COAL, WOOD</u>	<u>SULFUR CONTENT (%)</u>	<u>AMT. BURNED PER BOILER OR PROCESS (GALS., CU. FT., TONS/YR.)</u>
#6 Fuel Oil	2.2% Maximum	#1 Boiler - 296,447 gallons
#6 Fuel Oil	2.2% Maximum	#2 Boiler - 956,173 gallons

2) INCINERATION:

TYPE OF WASTE BURNED: None AMT. (LBS./YR.):

3) PROCESS/MANUF. DATA: (Tons/Yr., Cu. Yds./Yr., etc.) 7869.0 Net Tons-Paper

- a) ASPHALT PRODUCED: c) CONCRETE PRODUCED:
- b) METAL CHARGED: TYPE: d) SAND/GRAVEL PROCESSED:
 AMT.:
- e) SURFACE COATING: (e.g. paint, varnish, enamel,
 adhesive, pigment coating etc.)

<u>TYPE</u>	<u>AMT. (GALS./YR.)</u>	<u>WT. OF COATING (LBS./GAL.)</u>	<u>% (BY WT.) SOLVENT IN UNDILUTED COATING</u>
<u>N.A.</u>			

4) SOLVENT USEAGE: (e.g. alcohol, ethyl acetate, toluene, mek, etc.)

<u>TYPE</u>	<u>AMT. (GALS./YR.)</u>	<u>WEIGHT (LBS./GAL.)</u>
<u>N.A.</u>		

5) OTHER ORGANIC MATERIALS: (e.g. Used in Dry Cleaning, Degreasing, Chemical Mfg.)

<u>TYPE</u>	<u>AMT. (GALS./YR.)</u>	<u>WEIGHT (LBS./GAL.)</u>
N.A.		

6) If none of the above apply to your facility, refer to your previously submitted registration form and adjust the process emissions reported for 1979 to reflect plant conditions during 1980. The contaminants which should be reported are particulate, sulfur oxides, carbon monoxide, nitrogen oxides, and hydrocarbons.

<u>EMISSION POINT # OR DESCRIBE POINT</u>	<u>TYPE OF POLLUTANT</u>	<u>EST. AMT. EMITTED (GALS., LBS., TONS/YR.)</u>
No appreciable change from 1979 reporting.		

7) You may have previously registered your process emission points, but because of difficulty in determining emission rates, have never assigned emissions to those points. If so, please indicate whether there has been any significant change relative to the equipment associated with those points which would affect the discharge of emissions to the ambient air. (e.g. Applicable to Platers, Grinding Operations, etc.)

* X NO. There was no equipment change.
 _____ YES. There was a significant equipment change. Describe below.

*An economizer was installed on #2 boiler during the boiler's idle period (August & September). It was put into operation at the beginning of October and was in operation for the remainder of the calendar year.

CERTIFICATION: I certify that I have examined the above information and that to the best of my knowledge, it is true and complete.

SIGNED: E. K. Beaufort TITLE: Engineering DATE: 8/27/81
 V.Pres.



The Commonwealth of Massachusetts

Berkshire Air Pollution Control District

144 State Street, Springfield 01109

August 11, 1981

Mead Paper
Specialty Paper Division
South Lee, Massachusetts 01260

Attention: E.K. Bancroft, Vice President Engr.

Re: Source Registration
Calendar Year 1980

Dear Sir:

In accordance with the provisions of Regulation 310 CMR 7.12 of the "Regulations for the Control of Air Pollution in the Berkshire Air Pollution Control District", you are requested to submit information relative to the amount of pollutants emitted to the ambient air from your facility during the calendar year 1980 (January 1st thru December 31st).

Please complete each item that pertains to your facility and record the information in the spaces provided. You are requested to return the completed form to the District office within thirty (30) days.

Source registration is an annual occurrence. The information you submit will satisfy the registration requirements for calendar year 1980 and will be used by the District to update its emission inventory for sources of air contaminants.

Your cooperation in the above matter will be greatly appreciated. Should you have any questions, please contact this office.

Very truly yours,

A handwritten signature in cursive script that reads "David E. Howland".

David E. Howland, Acting Chief
Air Quality Section
Western Region

DEH/RV/jp
enc.

AUG 12 1981

SOURCE REGISTRATION SHORT FORM - 1980 (JAN. 1 - DEC. 31)

LOCATION OF SOURCE TO BE REGISTERED:

FACILITY NAME: _____

ADDRESS: _____ CITY/TOWN: _____

1) FUEL BURNING EQUIPMENT: (NOTE: Please indicate whether boiler or process fuel usage)

<u>FUEL - #2, 4 or 6 OIL, GAS, COAL, WOOD</u>	<u>SULFUR CONTENT (%)</u>	<u>AMT. BURNED PER BOILER OR PROCESS (GALS., CU. FT., TONS/YR.)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2) INCINERATION:

TYPE OF WASTE BURNED: _____ AMT. (LBS./YR.): _____

3) PROCESS/MANUF. DATA: (Tons/Yr., Cu. Yds./Yr., etc.)

- a) ASPHALT PRODUCED: _____ c) CONCRETE PRODUCED: _____
- b) METAL CHARGED: TYPE: _____ AMT.: _____ d) SAND/GRAVEL PROCESSED: _____
- e) SURFACE COATING: (e.g. paint, varnish, enamel, adhesive, pigment coating etc.)

<u>TYPE</u>	<u>AMT. (GALS./YR.)</u>	<u>WT. OF COATING (LBS./GAL.)</u>	<u>% (BY WT.) SOLVENT IN UNDILUTED COATING</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4) SOLVENT USAGE: (e.g. alcohol, ethyl acetate, toluene, mek, etc.)

<u>TYPE</u>	<u>AMT. (GALS./YR.)</u>	<u>WEIGHT (LBS./GAL.)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5) OTHER ORGANIC MATERIALS: (e.g. Used in Dry Cleaning, Degreasing, Chemical Mfg.)

<u>TYPE</u>	<u>AMT. (GALS./YR.)</u>	<u>WEIGHT (LBS./GAL.)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6) If none of the above apply to your facility, refer to your previously submitted registration form and adjust the process emissions reported for 1979 to reflect plant conditions during 1980. The contaminants which should be reported are particulate, sulfur oxides, carbon monoxide, nitrogen oxides, and hydrocarbons.

<u>EMISSION POINT # OR DESCRIBE POINT</u>	<u>TYPE OF POLLUTANT</u>	<u>EST. AMT. EMITTED (GALS., LBS., TONS/YR.)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7) You may have previously registered your process emission points, but because of difficulty in determining emission rates, have never assigned emissions to those points. If so, please indicate whether there has been any significant change relative to the equipment associated with those points which would affect the discharge of emissions to the ambient air. (e.g. Applicable to Platers, Grinding Operations, etc.)

_____ NO. There was no equipment change.
 _____ YES. There was a significant equipment change. Describe below.

CERTIFICATION: I certify that I have examined the above information and that to the best of my knowledge, it is true and complete.

SIGNED: _____ TITLE: _____ DATE: _____

SOURCE REGISTRATION SHORT FORM - 1980 (JAN. 1 - DEC. 31)

LOCATION OF SOURCE TO BE REGISTERED:

FACILITY NAME: Mead Paper, Specialty Paper Division - Morart Print Division

ADDRESS: Route 102 **CITY/TOWN:** South Lee

1) FUEL BURNING EQUIPMENT: (NOTE: Please indicate whether boiler or process fuel usage)

<u>FUEL - #2, 4 or 6 OIL, GAS, COAL, WOOD</u>	<u>SULFUR CONTENT (%)</u>	<u>AMT. BURNED PER BOILER OR PROCESS (GALS., CU. FT., TONS/YR.)</u>
N.A.		

2) INCINERATION:

TYPE OF WASTE BURNED: N.A. **AMT. (LBS./YR.):** _____

PROCESS/MANUF. DATA: (Tons/Yr., Cu. Yds./Yr., etc.) 2,418 Net Tons-Paper Printed

- a) ASPHALT PRODUCED: _____ c) CONCRETE PRODUCED: _____
- b) METAL CHARGED: TYPE: _____ AMT.: _____ d) SAND/GRAVEL PROCESSED: _____
- e) SURFACE COATING: (e.g. paint, varnish, enamel, Printing adhesive, pigment coating etc.)

<u>TYPE</u>	<u>AMT. (GALS./YR.)</u>	<u>WT. OF COATING (LBS./GAL.)</u>	<u>% (BY WT.) SOLVENT IN UNDILUTED COATING</u>
	See Chart I		

4) SOLVENT USAGE: (e.g. alcohol, ethyl acetate, toluene, mek, etc.)

<u>TYPE</u>	<u>AMT. (GALS./YR.)</u>	<u>WEIGHT (LBS./GAL.)</u>
	See Chart I	

5) OTHER ORGANIC MATERIALS: (e.g. Used in Dry Cleaning, Degreasing, Chemical Mfg.)

<u>TYPE</u>	<u>AMT. (GALS./YR.)</u>	<u>WEIGHT (LBS./GAL.)</u>
N.A.		

6) If none of the above apply to your facility, refer to your previously submitted registration form and adjust the process emissions reported for 1979 to reflect plant conditions during 1980. The contaminants which should be reported are particulate, sulfur oxides, carbon monoxide, nitrogen oxides, and hydrocarbons.

<u>EMISSION POINT # OR DESCRIBE POINT</u>	<u>TYPE OF POLLUTANT</u>	<u>EST. AMT. EMITTED (GALS., LBS., TONS/YR.)</u>

7) You may have previously registered your process emission points, but because of difficulty in determining emission rates, have never assigned emissions to those points. If so, please indicate whether there has been any significant change relative to the equipment associated with those points which would affect the discharge of emissions to the ambient air. (e.g. Applicable to Platers, Grinding Operations, etc.)

NO. There was no equipment change.
 YES. There was a significant equipment change. Describe below.

CERTIFICATION: I certify that I have examined the above information and that to the best of my knowledge, it is true and complete.

SIGNED: E. K. Bancroft TITLE: Engineering DATE: 8/27/81
 V. Pres.

CHART I

PROCESS EMISSIONS: (LBS./YEAR)

	<u>From Inks and Coatings</u>	<u>Purchased Solvents</u>
ETHANOL	31,000	62,633
ACETONE	7,767	
TOLUOL	2,871	
CELLOSOLVE	8,101	199,481
ISOPROPANOL	166,731	3,880
ETHYL ACETATE	3,361	20,344
HEPTANE	3,361	
METHYL ETHYL KETONE	14,177	
CELLOSOLVE ACETATE	3,038	
CARBITOL		43,081
N. PROPYL ACETATE		3,793
N. PROPYL ALCOHOL		3,880
VM & P NAPHTHA		<u>1,836</u>
	<u>240,407 lbs.</u>	<u>338,928 lbs.</u>

Solvents Recovery Service of New England
Transactions Involving Waste Not Generated by Respondent

Transaction Date	Gallon Volume	Name and Address of Generator
---------------------	------------------	----------------------------------

NONE

5218f

ATTACHMENT B

Respondent has no information regarding the identity of the transporter during the period prior to approximately 1966-67. For all relevant periods thereafter, the transporter was:

Solvents Recovery Service of New England, Inc.
Lazy Lane
Southington, Connecticut 06489.

Respondent presumes that the transporter during this period, SRSNE, made the decision to bring the waste to the Site. Respondent did not make the decision to bring the waste to the Site, and there were only two parties involved in the transactions, the Respondent and SRSNE.

5321v