

BROWNFIELD DOCUMENTATION REPORT

for

**CITY OF STOUGHTON
314 WEST MAIN STREET
STOUGHTON, WISCONSIN
DANE COUNTY**

March, 2011

Prepared by:

GENERAL ENGINEERING COMPANY
916 Silver Lake Drive
P.O. Box 340
Portage, WI 53901
Phone: (608) 742-2169
GEC Number 0909-174

Prepared for:

CITY OF STOUGHTON
381 East Main Street
Stoughton, WI 53589

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 FORMER SPEEDWAY SUPERAMERICA
 314 WEST MAIN STREET, CITY OF STOUGHTON, WISCONSIN
 March, 2011

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1.0 INTRODUCTION

1.1 Purpose/General Information

The purpose of this report is to document the activities resulting from a Brownfield Grant administered by the Wisconsin Department of Natural Resources (WDNR) for Former Speedway Super America property located at 314 West Main Street, in the City of Stoughton, Dane County, Wisconsin. Specifically, the site is located in Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 8, Township 5 North, Range 11 East, in the City of Stoughton, Dane County, Wisconsin. A Regional Site location Map is located in Appendix A.

The Brownfield Grant Agreement was signed by the City Mayor, Mr. James Griffin on and the Wisconsin Department of Natural Resources on March 29, 2010 and March 31, 2010, respectively. On April 6, 2010, Ms. Donna Olson was elected as Mayor for the City of Stoughton. The Grant amount was established for the amount of \$30,000. The match for the Village was established at \$13,000. The total project cost was estimated to be \$43,000. A copy of the Agreement is included in Appendix B.

This report presents the results of the activities performed as part of the Brownfield Grant, which includes the following components:

- Condemnation of the property from ABP Properties
- Asbestos Inspection
- Phase I Environmental Site Assessment
- Phase II Environmental Site Assessment
- Building and Canopy Demolition
- Removal of Underground Storage Tanks, Dispensers and Associated Piping
- Documentation
- Cost Summary

2.0 SITE DESCRIPTION AND BACKGROUND

2.1 Background/Potential Contaminant

The *subject property* is less than .5 acres in size and is occupied by one structure that was formerly utilized as the Former Speedway Super America gasoline station and convenience store. A canopy and gasoline dispensers were located south and west of the structure, respectively. The site layout is shown on Figure 2 in Appendix Appendix A. The *subject property* is bounded to the north by residential properties; to the east by a gasoline service station; to the west by South Prairie Street, followed by commercial and residential properties; and to the south by West Main Street, followed by residential and commercial properties. The Yahara River is located approximately 450 feet east of the subject property.

In regards to the history of the subject site; it appears the former owner, ABP Properties operated the gasoline station from 2002 to 2003. The gasoline station has been abandoned, with underground storage tanks left in place since approximately 2003. The

former Speedway Super America Site (Subject Property), is listed on the Wisconsin Department of Natural Resources (WDNR) BRRTs database as a leaking underground storage tank (LUST) site (BRRTs #03-13-002716). According to the database, the WDNR was notified of a release of petroleum to soil and groundwater on September 13, 1995. The activity was "closed" on September 29, 2005 and placed on the WDNR GIS database. The activity was "closed" with residual soil contamination at or above the WDNR NR 720 residual contaminant levels (RCLs), and groundwater contamination at or above the WDNR NR 140 enforcement standards (ES).

Based on a Soil Quality Map, provided on the GIS database, soil contamination was present within the upper four feet (direct contact) in the area of the dispensers and eastward. It was determined during the investigation that groundwater contamination has migrated from the subject site onto the eastern property, located at 304 W. Main Street, which operates as a gasoline station and automobile service center. Based on a groundwater quality map included in the GIS package, the extent of groundwater contamination encompasses the southern half of the property, including beneath the gasoline station building on the property. The Groundwater Contour Map, dated June 28, 2000, obtained from the WDNR GIS package, indicates groundwater flows in an easterly direction.

Three underground storage tanks (USTs) were registered as "Temporarily out of Service" as of December 10, 2003. Based on correspondence from the Wisconsin Department of Commerce, the property owner was in violation due to the length of time the abandoned USTs remained in place. Therefore, ABP Properties was noncompliant, and under order to remove the USTs. The USTs are registered as being installed in 1985.

An Asbestos Survey was completed on the structure on October 6, 2009. Laboratory results indicated the presence of asbestos in the roofing materials and also the vinyl tile and mastic in the cooler floor. The Asbestos containing building materials was properly addressed prior to demolition of the structure by Environmental Construction Services, Inc., of Madison, Wisconsin.

The property was considered by the City of Stoughton as an abandoned or underused and environmentally contaminated property. It was anticipated that the property could be utilized for future development. ABP Properties, the former owner of the property was seriously delinquent on property taxes. Based on this information, the City of Stoughton proceeded with the property condemnation. A copy of the condemnation papers is included in Appendix C.

Asbestos Inspection:

On October 14, 2009, an asbestos inspection survey was conducted by Kevin Hendrickson on the building. Based on results from the report, asbestos containing building materials (ACBM) were present in approximately 300 square feet of the black roof covering and compound; approximately 160 square feet of the tan vinyl tile and mastic; and approximately 3 square feet of the white vinyl mastic. A copy of the Inspectors report and the asbestos report are included in Appendix D. A copy of the asbestos report and notification were submitted to the WDNR.

3.0 PHASE I ENVIRONMENTAL SITE ASSESSMENT

As part of the initial phase of the Brownfield Grant, General Engineering Company completed a Phase I Environmental Site Assessment for the subject property (GEC Project Number 0909-174, dated October 2010). The conclusions and recommendations in the Phase I ESA indicated the following recognized environmental condition:

- *Underground Storage Tanks.* Evidence of three existing underground storage tanks was observed at the site during the site visit. The tanks were located on the western portion of the property at the time of the site visit. The tanks were of concern due to the potential to have leaked, causing additional soil and groundwater contamination. The City of Stoughton has been awarded a WDNR Brownfield Site Assessment Grant (SAG) to help absorb the costs for the removal and assessment of the underground storage tanks, piping and dispensers. These activities were performed in October, 2010.
- *Leaking Underground Storage Tank Activity.* The subject site is a “closed” LUST activity, and was placed on the WDNR GIS Registry as closed with residual soil and groundwater contamination in place. In addition, the registry indicates that petroleum contaminated groundwater has migrated from the subject site onto the eastern adjacent property. Although the activity was closed by a regulatory agency, it is known that residual affected soils, and groundwater, are present. Such soil and groundwater may be encountered during future construction, causing delays and other related difficulties. Development planning must also recognize that landfill disposal of affected soil can be extremely costly; including not only tipping fees, but excavation, trucking and backfill replacement costs. If dewatering is necessary during construction, disposal of affected groundwater may also be necessary, and can be costly.
- *Adjacent LUST Site.* At this time, there is no indication that the subject property has been adversely impacted by the eastern adjoining leaking underground storage tank site (Dennys). The site is currently an active leaking underground storage tank site. There was no indication that petroleum affected soils had migrated onto the subject site. It should also be noted that the Denny’s property is an active gasoline station. That being said, should contaminants be found to have migrated to the subject property from the Denny’s site, the WDNR would typically require that any investigation or remedial activities be conducted by the party responsible for the release. In such a case, the WDNR would generally request (or require) that adjacent property owners extend access permission to complete investigation or remedial activities, but typically would not hold them responsible for implementing or contributing monetarily to assessing or remediating contamination attributable to off-site sources.

4.0 PROJECT SCOPE

4.1 Field Exploration

The Site Assessment Grant activities included the following: an asbestos inspection of the canopy on October 20, 2010; the removal of three (3) underground storage tanks, dispensers and associated piping; asbestos inspection and abatement of the building and the canopy; demolition of the building and canopy; soil sampling for the presence of petroleum compounds beneath the tanks, piping, dispensers, and building; and resurfacing and seeding of the property.

4.2 Demolition/Excavation/Backfill

On October 20, 2010, Kevin Hendrickson of General Engineering Company performed an asbestos inspection of the canopy in accordance with requirement from the Department of Commerce. Three samples were collected and submitted for laboratory analysis. Laboratory analysis did not indicate the presence of asbestos containing building materials in the samples collected.

On October 27, 2010, Environmental Construction Services, Inc., of Madison, Wisconsin properly removed asbestos containing building materials from the structure. A copy of the waste manifest form is included in Appendix E.

On November 1, 2010, Shaper Excavating and Petroleum was on-site to initiate the demolition of the canopy and the removal of the three 8,000-gallon unleaded gasoline underground storage tanks. Underground storage tank documentation is included in Appendix I. Light bulbs and ballasts were removed from the canopy and the building prior to demolition. The bulbs and ballasts were properly disposed of by Midwest Lamp Recycling, Inc., of Madison, Wisconsin. A copy of the invoice showing disposal of the lamps is included in Appendix E. The underground storage tanks were properly cleaned and removed from the site on November 2, 2010. Groundwater was encountered beneath the tanks at a depth of approximately six (6) feet below ground surface. Therefore, soil samples were collected from the sidewalls of the excavation, just above the water table. In addition, soil samples were collected beneath the piping and dispensers. Soil samples were submitted for laboratory analysis of gasoline range organics (GRO), petroleum volatile organic compounds (PVOC) and naphthalene.

Subsequent to the removal of the underground storage tanks, the building was demolished and removed from the site by placing the non-recycled waste into 30 yard dumpsters. The recycled materials and concrete foundation was excavated and transported off-site for proper disposal. A copy of the invoice for disposal of building materials is included in Appendix E.

Schaper Excavating performed a test pits beneath the building to a depth of approximately 5 feet below ground surface. One soil sample was collected from the test pit and analyzed for GRO, PVOC and naphthalene.

Schaper Excavating utilized silty sand to backfill the excavation. Topsoil was placed over the site and seeded. An erosion mat was placed on the property to avoid runoff into Main Street.

4.3 Field Volatile Vapor Emission Screening

Soil samples collected from the excavation areas were screened for volatile organic vapor emissions with a Photovac Photoionization Detector (PID). The soil samples were placed in a plastic bag and permitted to equilibrate to at least 70 degrees Fahrenheit for a period of at least 15 minutes, based upon the ambient outdoor temperature. The screening was then performed by inserting the probe in the bag and measuring the headspace. The PID is an electronic instrument that measures the relative concentration of volatile organic vapor emissions in the headspace of a container. The response of the instrument is dependent upon volatility, temperature, and the ionization potential of the compounds measured. The meter serves as one tool in selecting samples for analytical testing, as it only gives a relative indication of the presence of volatile organic vapor emissions, but cannot quantify concentrations of individual compounds. No volatile organic vapors were detected in any of the soil samples collected during the field activities.

4.4 Sample Collection and Preparation

The soil samples for chemical analyses were selected from the excavation limits, based upon visual and olfactory observations, and the PID screenings, to document the encountered soil conditions. In addition, soil samples were collected in accordance with the Department of Commerce *“Assessment and Reporting of Suspected and Obvious Releases from Underground and Aboveground Storage Tank Systems”*. The soil samples were collected at a depth of approximately six (6) feet, just above the water table in the UST excavation; soil samples were collected along the lines and beneath the dispensers at a depth of approximately four (4) feet bgs; and one soil sample was collected beneath the building at a depth of five (5) feet bgs. The samples were subjected to a State Certified laboratory for analysis of GRO, PVOC and naphthalene. Sample locations are shown on Figure 3 in Appendix A.

The samples submitted for laboratory analysis for the presence of GRO/PVOC and naphthalene were collected utilizing a sterile syringe supplied by the laboratory, and approximately 10 to 12 grams of soil were transferred into a clean, laboratory prepared jar, and a GEC representative added approximately 10 milliliters of methanol to the soil samples. The samples were placed on ice, and chains of custody procedures were initiated. The samples were then submitted to Pace Analytical in Green Bay, Wisconsin, for laboratory analysis.

5.0 DESCRIPTION OF SUBSURFACE CONDITIONS

5.1 General

It must be recognized that the soil descriptions are considered representative for the specific location, and that variations may occur between and beyond the sampling intervals. A summary of the major soil profile components is described in the following paragraphs.

5.2 Soil Conditions

The soils at the site were primarily medium grain sand and sandy silt in the area of the underground storage tanks. The soils beneath the building appeared to be sandy silt topsoil underlain by silty clay. Groundwater was encountered in the excavation at a depth of approximately six (6) feet bgs.

5.3 Analytical Results

Soil samples were collected from the sidewalls of the underground storage tank excavation just above the water table at a depth of approximately six (6) feet below ground surface; beneath the piping and dispensers at a depth of approximately four (4) feet bgs. In addition, one soil sample was collected beneath the building at a depth of five feet below ground surface. Soil samples were analyzed for the presence of GRO, PVOC and Naphthalene. Soil sample locations are shown on Figure 2, located in Appendix A.

Analytical results indicated the presence of GRO at a concentration of 241 milligrams per kilogram (mg/kg) and 875 mg/kg in soil samples S-2 and S-3, collected from the west wall and southwest wall of the excavation, respectively. Analytical results indicated the presence of Naphthalene in the soil sample collected from the west and southwest wall at concentrations of 2,600 micrograms per kilogram ($\mu\text{g/kg}$) and 6,300 $\mu\text{g/kg}$, which exceed the NR 746 generic soil screening level (SSL) of 2,700 $\mu\text{g/kg}$. Analytical results from soil samples collected from the eastern portion of the underground storage tank excavation, beneath the dispensers, associated piping, and beneath the building did not indicate any petroleum compounds in excess of the WDNR NR 720 residual contaminant level (RCL), where established. Analytical results are shown on Table 1, located in Appendix F. The extent of soil contamination in excess of the NR 720 RCL is shown on Figure 4 in Appendix A.

Laboratory analytical results and chain of custody forms are included in Appendix G.

6.0 PROJECT COSTS

As indicated previously in this report, the grant amount was established for the amount of \$30,000. The actual cost breakdown for the scope of work is as follows:

Service Provided	Grant Costs	City of Stoughton Match
Phase I ESA	\$2,500.00	
Investigation Costs	\$1,500.00	
Building Demolition and Removal	\$25,250.00	
Asbestos Sampling	\$750.00	\$183.96
Condemnation Process (back taxes and acquisition costs)		\$171,311.68
Total	\$30,000.00	\$171,495.64

6.1 Reimbursement

General Engineering Company is in the process of completing the reimbursement for the Brownfield Grand costs. Two completed copies of the reimbursement forms, invoices, bank statements and reports will need to be included in the reimbursement request. A copy of both contractor and sub-contractor invoices will need to be provided for reimbursement. General Engineering Company will work with the City of Stoughton to submit costs for reimbursement.

7.0 CONCLUSION

A Brownfield Site Assessment Grant was awarded to the City of Stoughton for the property located at 314 W. Main Street in the City of Stoughton, Dane County, Wisconsin on March 31, 2010.

Based on the history of the site, it is understood that the subject site has operated as a gasoline station for several years prior to closing in approximately 2003. The subject property is listed on the Wisconsin Department of Natural Resources (WDNR) BRRTs database as a leaking underground storage tank (LUST) site (BRRTs #03-13-002716). The LUST activity was "closed" with residual soil contamination at or above the WDNR NR 720 residual contaminant levels (RCLs), and groundwater contamination at or above the WDNR NR 140 enforcement standards (ES).

Based on a Soil Quality Map, provided on the GIS database, soil contamination is present within the upper four feet (direct contact) in the area of the dispensers and eastward. Groundwater contamination has migrated from the subject site onto the eastern property, located at 304 W. Main Street. Based on a groundwater quality map included in the GIS package, the extent of groundwater contamination appears to have encompassed the southern half of the property, including beneath the underground storage tanks, dispensers and gasoline station building. Based on the information provided, petroleum affected groundwater appears to have migrated onto the eastern

adjacent property, which is currently operating as a gasoline station. The groundwater contour map, dated June 28, 2000 indicates groundwater flows in the easterly direction.

As part of the Brownfield Grant Activities, on November 1, 2010, Shaper Excavating and Petroleum was on-site to initiate the demolition of the canopy and the removal of the underground storage tanks. The underground storage tanks were properly cleaned and removed from the site on November 2, 2010. During site assessment activities, soil samples were collected from the sidewalls of the excavation, just above the water table. In addition, soil samples were collected beneath the piping, dispensers, and beneath the building. Soil samples were submitted for laboratory analysis of gasoline range organics (GRO), petroleum volatile organic compounds (PVOC) and naphthalene. Soil analytical results indicated the presence of PVOC compounds in excess of the WDNR NR 720 Generic RCL in the west/southwest portion of the underground storage tank excavation. The remaining soil samples did not indicate the presence of petroleum compounds in excess of WDNR standards, or the laboratory limit of detection.

Schaper Excavating utilized silty sand fill to backfill the excavation. Topsoil was placed on the site and seeded. An erosion mat was placed on the site to prevent runoff of soil into Main Street.

No discharges to a sensitive environment as defined in NR700.03 (55) have been documented, and no obvious evidence of a significant risk or threat to potentially sensitive receptors, or endangered species or habitats, was observed within the general area of the subject site.

The primary source of contamination (underground storage tanks, piping and dispensers) has been removed, and as a result, further assessment does not appear to be necessary. It is therefore recommended that no further action is required regarding this release.

Site photographs of the Brownfield Activities are included in Appendix H.

Respectfully Submitted,

GENERAL ENGINEERING COMPANY

Lynn M. Bradley
Project Manager

Kory D. Anderson, P.E.
Vice President

APPENDIX A

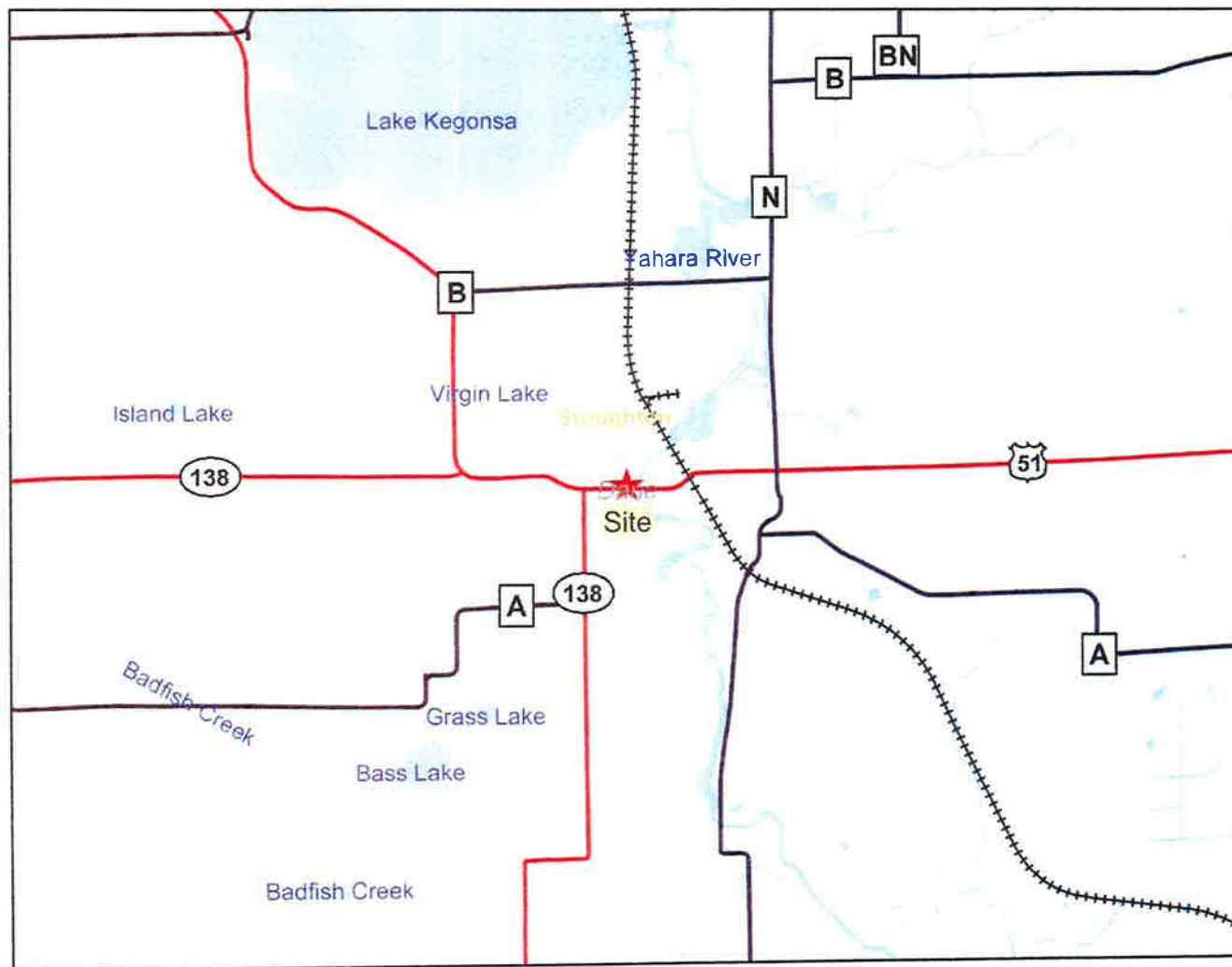
FIGURES

FIGURE 1 - REGIONAL SITE LOCATION MAP



Legend

- County Roads (WDOT)
- County Trunk Highway
- State and U.S. Highways (WDOT)
- State Trunk Highway
- US Highway
- Interstate Highways (WDOT)
- Interstate Highway
- Municipalities



0 1.5 3 4.5 mi.

Map created on Mar 24, 2011

Note: Not all RR Sites have been geo-located yet.



Scale: 1:83,832

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

A 1

COMMERCIAL/RESIDENTIAL

S. PRAIRIE STREET

RESIDENTIAL

USTS

GRASS

CONVENIENCE
STORE
12

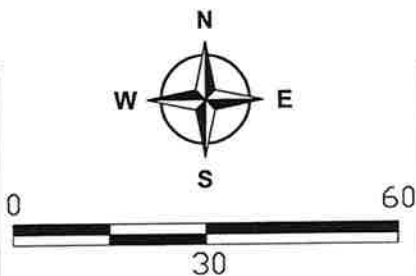
WOOD FENCE

ALLEY

CANOPY & DISPENSERS

WEST MAIN STREET

COMMERCIAL/RESIDENTIAL




LEGEND

USTS 3-8000 GALLON
UNLEADED GASOLINE
- - - - - ESTIMATED PROPERTY LINES

FIGURE 2
Site Plan

W. Main Street
Stoughton, WI

		916 Silver Lake Drive P.O. Box 340 Portage, WI 53901 608-742-2169 608-742-2592, Fax gec@generalengineering.net
DATE 1-11-11	SHEET TITLE	
BY	2	
GEC FILE NO0909-174		

COMMERCIAL/RESIDENTIAL

A3

S. PRAIRIE STREET

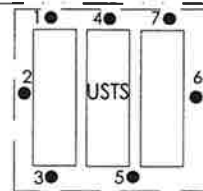
RESIDENTIAL

GRASS

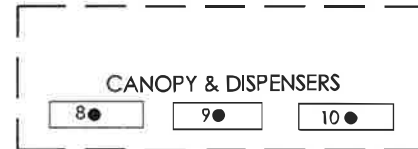
CONVENIENCE
STORE
12 ●

X X
WOOD FENCE

ALLEY

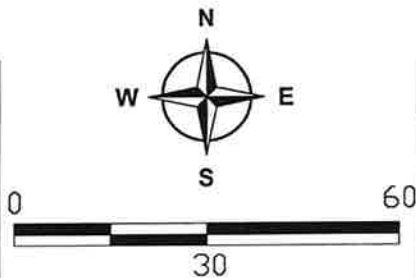


11 ●



WEST MAIN STREET

COMMERCIAL/RESIDENTIAL



LEGEND	
USTS	3-8000 GALLON UNLEADED GASOLINE
●	SAMPLE LOCATIONS
---	ESTIMATED PROPERTY LINES

FIGURE 3
Site Assessment Sample Location

**W. Main Street
Stoughton, WI**

		916 Silver Lake Drive P.O. Box 340 Portage, WI 53904 608-742-2469 608-742-2552 Fax gec@generalengineering.net	
		SHEET TITLE 3	
DATE 1-11-11 BY GEC FILE NO0909-174			

COMMERCIAL/RESIDENTIAL

S. PRAIRIE STREET

RESIDENTIAL

GRASS

CONVENIENCE
STORE
12

WOOD FENCE

ALLEY

USTS

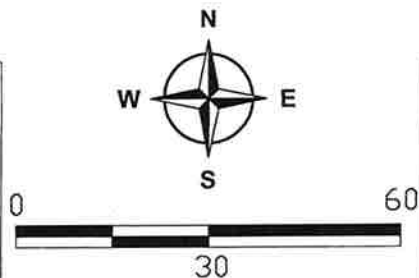
CANOPY & DISPENSERS

8 ● 9 ● 10 ●

11 ●

WEST MAIN STREET

COMMERCIAL/RESIDENTIAL



LEGEND

- USTS 3-8000 GALLON UNLEADED GASOLINE
- SAMPLE LOCATIONS
- ESTIMATED PROPERTY LINES

FIGURE 4
Estimated Extent of Soil Contamination
over Generic RCL or SSL

W. Main Street
Stoughton, WI

		916 Silver Lake Drive P.O. Box 340 Portage, WI 53901 608-742-2169 608-742-2592 Fax gec@generalengineering.net	
		DATE 1-11-11 BY GEC FILE N00909-174	SHEET TITLE 4

APPENDIX B
BROWNFIELD GRANT AGREEMENT



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary

101 S. Webster St.
Box 7921
Madison, Wisconsin 53707-7921
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711

March 31, 2010

FILE REF: SAG-688

City of Stoughton
James Griffin, Mayor
381 East Main Street
Stoughton, WI 53589

Subject: Brownfield Site Assessment Grant Agreement for SAG-688 - Former Speedway Super America

Dear Mayor Griffin:

The Department of Natural Resources (DNR) has received both copies of the signed grant agreement that you sent in for Round 11 of the Brownfield Site Assessment Grant (SAG). Enclosed is your copy of the grant agreement that has been signed by the DNR. Please keep this copy of the agreement for your records.

Please note that the grant award time period is one year from the date the DNR signed this agreement. Your grant period is March 31, 2010 until March 31, 2011. All grant activities must occur within this time period to be eligible for reimbursement or to be included as match, unless an extension of the grant period is requested and approved.

If you have any questions about your grant site please contact the DNR staff person assigned to your site: Linda Hanefeld at (608) 275-3310 or Linda.Hanefeld@Wisconsin.Gov.

Please contact me at (608) 266-5798 or Shelley.Fox@Wisconsin.Gov if you have questions about the grant requirements or procedures.

Additional information about the SAG, including reimbursement procedures and forms, can be found on the DNR Remediation and Redevelopment program's web site at:

dnr.wi.gov/org/nw/r/rbrownfields/sag.htm

We look forward to working with your community on this project.

Sincerely,

Shelley L. Fox
NR Grant Specialist
Bureau for Remediation and Redevelopment

Enclosure

cc: Linda Hanefeld - SCR

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, WI 53707

BROWNFIELD SITE ASSESSMENT
GRANT AGREEMENT
Form 8700-65 Rev. 01-09

Notice: Completion of this agreement is required to obtain a Brownfields Site Assessment Grant under s. 292.75, Wis. Stats. and ch. NR 166, Wis. Adm. Code. Personally identifiable information included on this form will be used to process your application and may be made available to requests under Wisconsin's Open Records law [ss. 19.31 - 19.69, Wis. Stats.].

Grantee City of Stoughton		Grant Number SAG - 688 State Program Number: 370.687	
Property Name or Title and Address Former Speedway Super America 314 West Main Street Stoughton, WI 53589			
Period Covered by This Agreement One year starting from the date of the Department's signature of this grant contract.		Grantee's Authorized Representative James Griffin, Mayor City of Stoughton 361 East Main Street Stoughton, WI 53589	
Scope and Description of Grant Activities Phase 1 Environmental Assessment Phase 2 Environmental Assessment Demolition Asbestos Abatement Petroleum Storage Tank(s) Removal			
GRANT COSTS:		The following documents are hereby incorporated into and made part of this agreement:	
Grant Amount	\$30,000.00	<ol style="list-style-type: none">1. Section 292.75, Wisconsin Statutes2. Chapter NR 166, Wisconsin Administrative Code3. Signed application and all attachments	
Grantee Match	\$13,000.00		
Total Project Cost	\$43,000.00		
Match Percentage	43%		



GENERAL CONDITIONS:

1. The State of Wisconsin Department of Natural Resources (Department) and the Grantee mutually agree to perform this agreement in accordance with the Brownfield Site Assessment Grant Program and with the project description, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached hereto and made a part hereof.
2. The Department hereby promises, in consideration of the covenants and agreements made by the Grantee herein, to obligate to the Grantee the amount of \$30,000.00, and to tender to the Grantee that amount as long as the Grantee or another Local Governmental Unit provides matching funds of at least 43% of the grant amount. The Grantee hereby promises, in consideration of the promises made by the Department herein, to execute the project described herein in accordance with this agreement.
3. The Grantee agrees to comply with all applicable local, state and federal regulations concerning bidding and awarding contracts, wage and labor rates, access for the disabled, flood disaster protection, environmental quality, and historical preservation. The Grantee also agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement. In particular, the Grantee agrees to comply with the provisions of chapter NR 168 and the NR 700 series, Wis. Adm. Code.
4. The Department agrees that the Grantee shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The Department reserves the right to inspect the job site or premises for insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Grantee or the Grantee's employees or agents. The Grantee is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Grantee's employees or agents.
5. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are hereby superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, prior to the end date of the agreement.
6. Failure by the Grantee to comply with the terms of this agreement shall not cause the suspension of all obligations of the Department hereunder if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.
7. The Grantee agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of the Grantee's employees, agents or representatives.
8. The Grantee agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Grantee fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Grantee fail to comply with the conditions of this agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
9. In connection with the performance of work under this agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in a conspicuous place

available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

SPECIAL CONDITIONS:

10. Grant Reimbursement

The Grantee or another Local Governmental Unit must provide the match percentage indicated on the first page of this contract at each payment request. Grant payments are contingent upon review by the Department and may be adjusted if costs are determined to be ineligible.

The Grantee may request a maximum of 2 partial payments during the grant period on forms provided by the Department and shall include documentation of work completed and eligible costs and match incurred by the Grantee. The Department may withhold ten percent of the total grant amount stated in this contract for final payment. The final payment request shall be made on forms provided by the Department no later than six months after the end date of the grant period stated in this grant agreement.

Administrative Costs

Mileage claimed on contractor and sub-contractor invoices of grant eligible activities shall not exceed the IRS's Standard Mileage Rate for the year in which the costs were incurred. The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile which will be established each year by the IRS. Each year's rates can be found at WWW.IRS.GOV and located on our Internet page.

Meals claimed on contractor invoices are no longer grant eligible expenses. They can, however, be used under match eligible activities.

Sub-Contractor Mark-Ups claimed on contractor invoices for grant eligible activities shall not exceed 10%.

Final Report - Form 4400-223

The Grantee shall complete a Final Report on forms available from the Department documenting the activities completed with the funds awarded under this agreement. The report shall be submitted to the Department along with the final request for reimbursement under this grant agreement.

Retention of Records

Accounting for all grant funds shall be in accordance with generally accepted accounting principles and practices. Supporting documentation of grant expenditures shall be maintained in sufficient detail to show that grant funds were used for the purpose for which the grant was awarded. All financial records, including invoices and canceled checks or bank statements that support all grant costs claimed by the Grantee shall be kept and made available for inspection for three years after final payment is made.

11. Interim Progress Report

The Grantee shall submit written progress reports to the BF SAG Manager every six months for the duration of the grant in accordance with s. NR 168.21(8), Wis. Adm. Code. The Progress Report (4400-244) is located on the Internet at the following site: <http://dnr.wi.gov/org/aw/rr/archives/pubs/4400-244.pdf>

12. Extension of Grant Period

Prior to the end of the grant period stated in the grant agreement, the Grantee may request that the Department extend the grant period for up to 12 additional months. The request shall be in writing, from the Grantee, and summarize what has been accomplished at the site and what is planned to be accomplished within the extension if granted. The request for extension should also be accompanied by a Reimbursement to show that at least some of the grant activities have been accomplished and a Progress Report. This written request should be submitted to the BF SAG Manager, for approval, before the end of the initial grant period.

13. Changes to Project Scope or Budget

The Grantee shall conduct all the activities listed in the "Scope and Description of Grant Activities" section of this agreement. If the Grantee requests a modification to the scope and description of the grant activities to be conducted, the Grantee shall submit a request for an amendment to this agreement in writing to the Department before the end date of this agreement. Such a request must be submitted before any activities are conducted that are different than those listed in this agreement. If the Grantee determines that they need additional funds for this project, the Grantee

may request an amendment to the grant agreement to increase the grant award up to 10% of the original grant amount under the provisions in s. NR 168.21(9), Wis. Adm. Code. Amendments are subject to department approval and availability of funds. No additional work or expense may be undertaken until approval is received, in writing, for the scope or budget change. If the Grantee determines that they will not need to use the full amount of their grant award, the Grantee shall notify the Department in writing as soon as possible such that excess funds may be allocated to another grant project.

14. Grantee In-Kind Cost Documentation

Sections NR 168.15(1) and (2), Wis. Adm. Code, allow for this grant to be used to pay the actual costs to conduct grant eligible activities if the work was conducted directly by the local government who received the grant. In order for in-kind costs to be reimbursed or count as matching funds, the Grantee shall provide adequate documentation of staff time, equipment use, and other costs. Any staff overtime charges must be approved by the Department prior to the work being conducted. The Grantee shall make the request in writing that includes a justification as to why overtime is necessary and a private company estimate for doing the same work. Equipment rental rates may not exceed the county machinery rates established annually by the Department of Transportation.

15. Site Access

As required by section s. NR 168.11(2)(d)7, Wis. Adm. Code, the Grantee shall have legal and physical access to the site or facility to conduct all the activities described in the "Scope and Description of Grant Activities" section of this agreement before this agreement is executed. If the Grantee does not have access to the site or facility or if circumstances change resulting in reduction of access, the Grantee shall notify the Department immediately in writing.

16. Hazardous Substance Notification Requirement

Section 292.11(2), Wis. Stats., requires that a person who possesses or controls a hazardous substance which has been discharged or who causes the discharge of a hazardous substance shall notify the State immediately. If the Grantee has ownership over a property and discovers a hazardous substance discharge that was not previously reported to the State, the Grantee shall immediately notify the department of the discharge in accordance with the requirements in s. 292.11(2), Wis. Stats., and ch. NR 706, Wis. Adm. Code. The submittal of a Phase 2 Environmental Site Assessment does not satisfy the requirement to immediately notify the State, under ch. NR 706, Wis. Adm. Code.

17. Demolition

The grantee shall ensure that the following state and federal laws and codes are followed with respect to demolition and handling of asbestos containing materials. The Grantee should consider the following requirements when developing and entering into a contractual agreement with qualified person to perform these services. The Grantee's or contractor's failure to follow state and federal law could result in enforcement actions.

Prior to building demolition, it is strongly encouraged that the Grantee and its consultant/contractor jointly review the Pre-Demolition Checklist located at: <http://dnr.wi.gov/org/aw/wm/publications/aneupub/WA651.pdf> to identify and address environmental issues that may need to be considered as part of the demolition project to protect the health of workers and the future use of the property. The checklist includes information about how to properly handle hazardous or problem materials.

a. Inspection: Prior to building demolition, an asbestos inspection must be completed by a Department of Health Services (DHS) - certified asbestos inspector.

b. Notification: In addition, a 10-business day notification must be given by the property owner, LGU or contractor to the DNR using the online Asbestos Renovation and Demolition Notifications system or Form 4500-113 Notification of Demolition and/or Renovation and Application for Permit Exemption, located at <http://dnr.wi.gov/air/compent/asbestos/asbes8a.htm>.

c. Abatement: Abatement of asbestos-containing materials must be completed by a DHS-certified asbestos company prior to demolition. Asbestos abatement shall be conducted in accordance with ch. NR 447, Wis. Adm. Code (<http://dnr.wi.gov/air/compent/asbestos/index.htm>). Asbestos and asbestos-containing waste materials shall be transported by a licensed solid waste hauler.

d. **Demolition:** Demolition operations and waste materials shall be managed in accordance with all applicable state and federal requirements including but not limited to the applicable requirements of chs. NR 447, NR 500 to NR 590, and NR 600 to NR 690, Wis. Adm. Code.

Reuse and recycling of appropriate materials is encouraged. For more information, visit <http://dnr.wi.gov/org/aw/wm/condemo/>. Information on markets for recycling materials is located at: <http://dnr.wi.gov/org/aw/wm/markets/>.

e. **Transportation:** Transportation and disposal of asbestos wastes shall also be done in accordance with all applicable state and federal requirements including but not limited to chs. HFS 159, NR 447, NR 500 to NR 590, and NR 600 to NR 690, Wis. Adm. Code. A Grantee who plans to haul the demolition waste must be licensed in accordance with the applicable requirements of either ch. NR 500 or ch. NR 600, Wis. Adm. Code., unless exempted under s. NR 500.08, Wis. Adm. Code.

f. **Disposal:** It is the responsibility of the grantee to ensure that asbestos-containing materials are be disposed of at a regulated landfill which meets the requirements in s. NR 506.10, Wis. Adm. Code for the type of asbestos containing material being disposed. Structures built before 1978 commonly contain lead-bearing paint and should be sampled and tested prior to recycling. For information on disposal options, see <http://dnr.wi.gov/org/aw/wm/publications/newpub/WA605.pdf>. Materials painted with latex or non-lead-bearing paint can be recycled. Unpainted brick, concrete and wood meets the definition of "exempt fill" found in s. NR 500.08, Wis. Adm. Code. Exempt fill can be used in compliance with s. NR 504.04(3)(c) and (4), Wis. Adm. Code.

18. Asbestos Abatement

Asbestos abatement shall be conducted in accordance with ch. NR 447, Wis. Adm. Code. Asbestos waste shall be transported by a licensed solid waste hauler. Transportation and disposal shall also be done in accordance with all applicable state and federal requirements including but not limited to chs. HFS 159, NR 447, NR 500 to NR 590, and NR 600 to NR 690, Wis. Adm. Code.

Prior to building demolition, an asbestos inspection shall be completed by a certified asbestos inspector and a 10 working day notification shall be given to DNR using Form 4500-113 Notification of Demolition and/or Renovation and Application for Permit Exemption, located at <http://dnr.wi.gov/air/compenf/asbestos/index.htm>. Abatement of asbestos-containing materials must be completed by certified asbestos workers prior to demolition. Asbestos-containing materials must be disposed at a regulated landfill which meets the requirements in s. NR 506.10, Wis. Adm. Code for the type of asbestos containing material being disposed.

19. Assessment and Investigation Activities

The Grantee shall submit a copy of any Phase I Environmental Site Assessment (ESA), Phase II ESA, and Site Investigation (SI) reports funded by this grant as a component of the final report on grant activities required by the Department.

Lead surveys are not reimbursable under this grant as part of a Phase II ESA. An asbestos survey is reimbursable only with demolition.

If the grantee requests a review by the Department of a report, the review is subject to the fee schedule described in ch. NR 749, Wis. Adm. Code. Chapter NR 749 fees are not eligible for reimbursement, but can count as part of the grantee's pledged grant match.

All investigative wastes, as defined in s. NR 716.03(4), Wis. Adm. Code, shall be properly stored and disposed of in accordance with applicable regulations in chs. NR 500 to 590 and chs. NR 600 to NR 690, Wis. Adm. Code. Disposition of investigative wastes by the Grantee must occur within six (6) months of generation of wastes. Abandonment of any wells or bore holes shall be completed in accordance with s. NR 812.26 or s. NR 141.25, Wis. Adm. Code. Abandonment forms (Form 3300-005 and/or 3300-5B) must be submitted within sixty (60) days after the wells or bore holes have been abandoned. The date and recipient of the forms shall be noted in the final report.

Reimbursement for site investigation activities conducted in accordance with ch. NR 716, Wis. Adm. Code at a site or facility that would qualify for reimbursement from the Petroleum Environmental Cleanup Fund Act (PECFA) is not eligible.


20. Abandoned Containers

Hazardous substances shall be analyzed and disposed of in accordance with all applicable requirements in chs. NR 500 to 590 and chs. NR 600 to NR 690, Wis. Adm. Code.

21. Petroleum or Hazardous Substance Storage Tank Removal


All petroleum or hazardous substance storage tank removal(s) shall be conducted in accordance with ch. COMM 10, Wis. Adm. Code. Any wastes generated during the removal and cleaning of the tanks shall be analyzed and managed in accordance with all applicable requirements in the ch. NR 500 and ch. NR 600 series, Wis. Adm. Code. The Grantee shall submit a copy of any report that summarizes work done with regards to petroleum or hazardous substance storage tank removal(s) as a result of grant activities to the Department as a component of the final report.

The person signing for the Grantee represents that he or she is authorized to execute this agreement and bind the Grantee, either by a duly adopted resolution or otherwise. The foregoing offer is hereby accepted on behalf of the Grantee. The Grantee promises to execute the purchases and activities funded in part by this grant in strict accordance with the terms and conditions of this contract.

By 
James Griffin, Mayor
City of Stoughton

3-28-10
(Date)

State of Wisconsin
Department of Natural Resources for the Secretary

By 
Mark F. Giesfeldt, P.E., Director
Bureau for Remediation & Redevelopment

3-31-10
(Date)

APPENDIX C
CONDEMNATION PAPERS

Elisabeth L. Howard

222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, WI 53701-1784
ehoward@staffordlaw.com
608.259.2643

October 8, 2010

Dane County Clerk's Office
City-County Building
210 Martin Luther King, Jr. Blvd., Room 106A
Madison, Wisconsin 53703

HAND DELIVERY

Re: Stoughton Redevelopment Authority Relocation Order
314 W. Main Street, Stoughton, Wisconsin

Dear Clerk:

Pursuant to Wis. Stat. §32.05(1)(a), enclosed you will find a copy of the Stoughton Redevelopment Authority Relocation Order with regard to the property at 314 W. Main Street in the City of Stoughton, for filing with your office.

If you have any questions or concerns, please do not hesitate to contact our office.

Very truly yours,

STAFFORD ROSENBAUM LLP



Elisabeth L. Howard

ELH:enm

Enclosure

cc: Donna Olson, Mayor

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Madison Office

222 West Washington Avenue	608.256.0226
P.O. Box 1784	888.655.4752
Madison, Wisconsin	Fax 608.259.2600
53701-1784	www.staffordlaw.com

Metro Milwaukee Office

325 North Corporate Drive	262.439.2888
Suite 190	888.655.4752
Brookfield, Wisconsin	Fax 262.794.0307
53045-5801	www.staffordlaw.com

October 8, 2010

Page 2

Rodney Scheel, Director of Planning & Development
Laurie Sullivan, Finance Director
Dan Kittleson, Redevelopment Authority Chairman
(all via electronic mail)

REDEVELOPMENT AUTHORITY OF THE CITY OF STOUGHTON
RESOLUTION NO. 01-2010

RELOCATION ORDER AND DETERMINATION OF NECESSITY
FOR THE REDEVELOPMENT OF 314 WEST MAIN STREET

The Redevelopment Authority of the City of Stoughton, Dane County, Wisconsin, resolves as follows:

1. This resolution is a relocation order in accordance with sec. 32.05(1) of the Wisconsin Statutes for the within described blight elimination and redevelopment project, and it is also a determination of necessity for that project in accordance with sec. 32.07(2) of the Statutes.
2. The Redevelopment Authority of the City of Stoughton ("RDA") has designated the boundaries of a redevelopment area ("Redevelopment Project Area No. 2"), approved a Redevelopment Plan for the Redevelopment Area, and certified the redevelopment plan to the City of Stoughton City Council (City Council), all in accordance with Wis. Stat. § 66.1333. A map of Redevelopment Project Area No. 2 is attached and labeled as "Map 1: Boundary and Parcel Identification."
3. The City Council adopted a resolution on November 10, 2009, declaring Redevelopment Project Area No. 2 a blighted area, and has approved the Redevelopment Plan for the Redevelopment Area, in accordance with Wis. Stat. § 66.1333.
4. The property located at 314 West Main Street in the City of Stoughton, Dane County, Wisconsin (the "Property"), is located in Redevelopment Project Area No. 2. The Property is labeled as parcel "2" on the attached Map 1.
5. It is necessary and a public purpose to redevelop the Property.
6. It is necessary and a public purpose for the RDA to acquire fee title to the Property for redevelopment purposes.
7. The RDA will acquire the Property.
8. The City Attorney is authorized and directed to pursue acquisition of the Property by condemnation in accordance with Chapter 32 of the Wisconsin Statutes, using the procedures set forth in Wis. Stat. § 32.05, from the record owner thereof, who presently is ABP Properties LLC.

9. The City Clerk is directed to file a copy of this relocation order within 20 days with the Dane County Clerk.

The above resolution was duly adopted at a meeting of the Redevelopment Authority of the City of Stoughton on the 13 day of January, 2010.

APPROVED:

By Dan Kittleson
Dan Kittleson, Chair

ATTEST:

Laurie Sullivan
Laurie Sullivan, Secretary

Matthew P. Dregne

222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, WI 53701-1784
mdregne@staffordlaw.com
608.259.2618

July 30, 2010

ABP Properties LLC
c/o Kusum Bhardwaj, Registered Agent
P.O. Box 376
Gurnee, IL 60031

BY CERTIFIED MAIL

5 Star Gas Properties LLC
6621 39th Avenue, Suite A
Kenosha, WI 53142

BY CERTIFIED MAIL

Re: 314 W. Main Street, City of Stoughton, Dane County, Wisconsin

To Whom It May Concern:

Our law firm represents the City of Stoughton, a Wisconsin municipal corporation. Pursuant to sections 32.05(3) and (4) of the Wisconsin Statutes, enclosed is the Jurisdictional Offer of the Stoughton Redevelopment Authority. The Stoughton Redevelopment Authority is acquiring, by condemnation, the fee simple interest in the following property:

Parcel 1:

Lot Six (6) and the West ½ of Lot Seven (7), Block Nine (9), Original Plat of Stoughton, in the City of Stoughton, Dane County, Wisconsin.

Subject to a right of way over the East 8.5 feet of the West ½ of Lot 7 as set forth in Volume 489 of Deeds, page 308, Document No. 737943, and subject to an easement over 0.17 feet of the West ½ of Lot Seven (7), Block Nine (9), Original Plat of the City of Stoughton, as set forth in Document No. 1414016.

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Madison Office

222 West Washington Avenue	608.256.0226
P.O. Box 1784	888.655.4752
Madison, Wisconsin	Fax 608.259.2600
53701-1784	www.staffordlaw.com

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Suite 190	888.655.4752
Brookfield, Wisconsin	Fax 262.794.0307
53045-5801	www.staffordlaw.com

25

July 30, 2010

Page 2

Parcel 2:

A portion of Lot Five (5), Block Nine (9), Original Plat of Stoughton, described as beginning at a point at the Northeast intersection of Main and Prairie Streets, which is the Southwest corner of Lot 5 extending East 66 feet to the East side of Lot 5 parallel to Main Street; thence North 66 feet; thence 66 feet West to the West side of Lot 5; thence parallel along Prairie Street 66 feet South to the point of beginning. Also described as the South ½ of Lot Five (5), Block Nine (9), Original Plat of Stoughton, in the City of Stoughton, Dane County, Wisconsin.

Tax Roll Parcel Number: 281/0511-082-0706-6

Address Per Tax Roll: 314 W. Main Street

Please review the enclosed Jurisdictional Offer. As stated therein, the Stoughton Redevelopment Authority offers compensation of one-hundred sixty-nine thousand dollars (\$169,000), less unpaid taxes and special charges, for the fee simple interest in the property described above.

ABP Properties, LLC, has twenty (20) days from the date of service of this offer in which to accept or reject this offer, as provided in section 32.05(3) of the Wisconsin Statutes. The date of service is considered to be the date of mailing, or July 30, 2010. If this offer is rejected in writing or not accepted within twenty (20) days, the Stoughton Redevelopment Authority will make an award of damages and take title to the property.

Please feel free to contact me if you have any questions. Thank you.

Very truly yours,



Matthew P. Dregne

MPD:lab

Enclosure

cc: Donna Olson, Mayor
Rodney Scheel, Director of Planning & Development
Laurie Sullivan, Finance Director
Dan Kittleson, Redevelopment Authority Chairman
(all via electronic mail)

JURISDICTIONAL OFFER

To:

ABP Properties LLC
c/o Kusum Bhardwaj, Registered Agent
P.O. Box 376
Gurnee, IL 60031

5 Star Gas Properties LLC
6621 39th Avenue, Suite A
Kenosha, WI 53142

Lehman Brothers Holdings, Inc.
1271 Avenue of the Americas
38th Floor
Attn: Eli Glanz
New York, NY 10020

Lehman Brothers Holdings, Inc.
c/o Chelsea Rosen
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153

PLEASE TAKE NOTICE that this document is the Jurisdictional Offer of the Redevelopment Authority of the City of Stoughton, Dane County, Wisconsin in accordance with section 32.05(3) of the Wisconsin Statutes as follows:

1. The Stoughton City Council has adopted a blighted area resolution and approved a redevelopment plan covering the property described in paragraph 3. On January 13, 2010, the Stoughton Redevelopment Authority adopted a resolution of necessity thereby deeming it necessary to acquire the property described in paragraph 3 for purposes of blight elimination and a redevelopment project. The Stoughton Redevelopment Authority in good faith intends to use the fee simple interest sought to be condemned for such public purposes.
2. The Stoughton Redevelopment Authority intends to acquire the fee simple interest in the following described property:

Parcel 1:

Lot Six (6) and the West ½ of Lot Seven (7), Block Nine (9), Original Plat of Stoughton, in the City of Stoughton, Dane County, Wisconsin.

Subject to a right of way over the East 8.5 feet of the West ½ of Lot 7 as set forth in Volume 489 of Deeds, page 308, Document No. 737943, and subject to an easement over 0.17 feet of the West ½ of Lot Seven (7), Block Nine (9), Original Plat of the City of Stoughton, as set forth in Document No. 1414016.

Parcel 2:

A portion of Lot Five (5), Block Nine (9), Original Plat of Stoughton, described as beginning at a point at the Northeast intersection of Main and Prairie Streets, which is the Southwest corner of Lot 5 extending East 66 feet to the East side of Lot 5 parallel to Main Street; thence North 66 feet; thence 66 feet West to the West side of Lot 5; thence parallel along Prairie Street 66 feet South to the point of beginning. Also described as the South ½ of Lot Five (5), Block Nine (9), Original Plat of Stoughton, in the City of Stoughton, Dane County, Wisconsin.

Tax Roll Parcel Number: 281/0511-082-0706-6

Address Per Tax Roll: 314 W. Main Street

3. The Stoughton Redevelopment Authority's proposed date of occupancy of the property described in paragraph 3 is the date of closing or the date of taking pursuant to Wis. Stat. § 32.05(7)(c).
4. The Stoughton Redevelopment Authority hereby offers compensation for the fee simple interest described in paragraph 3 of one-hundred sixty-nine thousand dollars (\$169,000), less unpaid taxes and special charges, and in accordance with the terms of the offer to purchase attached hereto as Exhibit A.
5. Compensation for additional items of damage as set forth in section 32.19 of the Wisconsin Statutes may be claimed under section 32.20 and will be paid if shown to exist; however, no payments under section 32.19 are warranted.
6. The appraisal of the property on which the Stoughton Redevelopment Authority's offer is based is available for inspection and copying by persons having an interest in the property sought to be acquired from 7:30 a.m. to 4:30 p.m. weekdays at:

City Clerk
City of Stoughton
381 East Main Street
Stoughton, WI 53589

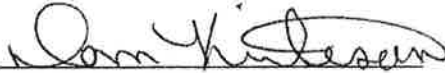
7. ABP Properties, LLC has twenty (20) days from July 30, 2010 in which to accept or reject this offer.
8. If ABP Properties, LLC has not accepted this offer within the 20-day period, ABP Properties, LLC has forty (40) days from July 30, 2010 to commence a court action to contest the right of condemnation, as provided in section 32.05(5) of the

Wisconsin Statutes, provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such an action shall be an absolute bar to such action.

9. If this offer is not accepted within twenty (20) days, the Stoughton Redevelopment Authority may make an award of damages as provided in section 32.05(7) of the Wisconsin Statutes.
10. The owner will have two (2) years from the date of taking the property by award in which to appeal for greater compensation without prejudice to the right to use the compensation given by the award, subject to subsections 32.05(9), (9)(a), and (11) of the Wisconsin Statutes. Such an appeal may be initiated by filing with the Stoughton Redevelopment Authority a letter requesting that the issue of the amount of the compensation be determined by the condemnation commission.

Dated this 29th day of July, 2010.

STOUGHTON REDEVELOPMENT
AUTHORITY
DANE COUNTY, WISCONSIN

By 
Dan Kittleson, Chair
Stoughton Redevelopment Authority

Please complete the following:

This _____ day of _____, 2010, this Jurisdictional Offer is (mark one):

- ACCEPTED _____
- REJECTED _____

ABP PROPERTIES LLC

By: _____
Title: _____

Return to:

Matthew P. Dregne
Stafford Rosenbaum LLP
222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, WI 53701-1784

EXHIBIT A

Approved by the Wisconsin Department of Regulation and Licensing
4-1-00 (Optional Use Date)
9-1-00 (Mandatory Use Date)

Stafford Rosenbaum LLP

WB-15 COMMERCIAL OFFER TO PURCHASE

Page 1 of 5, WB-15

1 ~~BROKER-DRAFTING THIS OFFER ON~~ _____ (DATE) IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) ~~STRIKE TWO~~
2 **GENERAL PROVISIONS** The Buyer, City of Stoughton Redevelopment Authority,
3 offers to purchase the Property known as [Street Address] 314 W. Main Street in the
4 City of Stoughton, County of Dane, Wisconsin, (Insert additional
5 description, if any, at lines 293 - 297 or attach as an addendum per line 298), on the following terms:
6 **PURCHASE PRICE:** One Hundred Sixty-Nine Thousand
7 _____ Dollars (\$ 169,000.00).
8 **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ _____
9 will be paid within _____ days of acceptance.
10 **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
11 **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of encum-
12 brances, all fixtures, as defined at lines 117 - 120 and as may be on the Property on the date of this Offer, unless excluded at lines 15 - 16, and
13 the following additional items: N/A
14 _____
15 **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** CAUTION: Address rented fixtures or trade fixtures owned by tenants, if
16 applicable. N/A
17 All personal property included in purchase price will be transferred by bill of sale or
18 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on separate
19 but identical copies of the Offer. ~~CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short-term~~
20 ~~deadlines running from acceptance provide adequate time for both binding acceptance and performance.~~
21 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
22 See Addendum A. CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
23 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices
24 to a Party shall be effective only when accomplished by one of the methods specified at lines 25 - 34.
25 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with a com-
26 mercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 28 or 30 (if any), for delivery to
27 the Party's delivery address at lines 29 or 31.
28 Seller's recipient for delivery (optional): Kusum Bhardwaj
29 Seller's delivery address: P.O. Box 376, Gurnee, IL 60031
30 Buyer's recipient for delivery (optional): Matthew P. Dregne
31 Buyer's delivery address: 222 W. Washington Ave, Ste 900, P.O. Box 1784, Madison, WI 53701-1784
32 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 28 or 30.
33 (3) By fax transmission of the document or written notice to the following telephone number:
34 Buyer: (608) 259-2600 Seller: (847) 224-7278
35 **LEASED PROPERTY** If Property is currently leased and lease(s) extends beyond closing, Seller shall assign Seller's rights under said lease(s)
36 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written)(oral) ~~STRIKE ONE~~ lease(s), if any,
37 are N/A
38 **RENTAL WEATHERIZATION** This transaction (is) (is not) ~~STRIKE ONE~~ exempt from State of Wisconsin Rental Weatherization Standards
39 (Wisconsin Administrative Code, Comm 67). If not exempt, (Buyer) (Seller) ~~STRIKE ONE~~ will be responsible for compliance, including all costs.
40 If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.
41 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or
42 _____, unless another date or place is agreed to in writing.
43 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, water and sewer use charges, garbage pick-
44 up and other private and municipal charges, property owner's association assessments, fuel, payments under governmental agricultural programs
45 and N/A. Any income, taxes or expenses shall accrue to Seller and be prorated through
46 the day prior to closing. Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known,
47 otherwise on the net general real estate taxes for the preceding year) (N/A)
48 _____). **STRIKE AND COMPLETE AS APPLICABLE** CAUTION: If Property has not been fully assessed for
49 tax purposes (for example, recent land division or completed/pending reassessment) or if proration on the basis of net general real
50 estate taxes is not acceptable (for example, changing mill rate), insert estimated annual tax or other basis for proration.
51 **PROPERTY CONDITION PROVISIONS**
52 **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice or
53 knowledge of conditions affecting the Property or transaction other than those identified in Seller's Real Estate Condition Report
54 dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference
55 **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____
56 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

Stafford Rosenbaum LLP 222 West Washington Madison, WI 53701

Phone: (608)256-0226

Fax:

Stafford Rosenbaum

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57 ■ A "condition affecting the Property or transaction" is defined as follows:

58 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the
59 present use of the Property;

60 (b) government agency or court order requiring repair, alteration or correction of any existing condition;

61 (c) completed or pending reassessment of the Property for property tax purposes;

62 (d) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;

63 (e) any land division involving the Property, for which required state or local approvals were not obtained;

64 (f) construction or remodeling on the Property for which required state or local approvals were not obtained;

65 (g) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal regulations;

66 (h) that a structure on the Property is designated as a historic building or that any part of the Property is in a historic district;

67 (i) material violations of environmental laws or other laws or agreements regulating the use of the Property;

68 (j) conditions constituting a significant health or safety hazard for occupants of the Property;

69 (k) underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to gasoline
70 and heating oil, which are currently or which were previously located on the Property; **NOTE: The Wisconsin Administrative Code contains**
71 **registration and operation rules for such underground storage tanks.**

72 (l) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;

73 (m) material levels of hazardous substances located on Property or previous storage of material amounts of hazardous substances on Property;

74 (n) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the
75 nature and scope of the condition or occurrence.

76 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer and Seller acknowledge that any Property, building or room dimensions, or total acreage
77 or building square footage figures, provided to Buyer or Seller may be approximate because of rounding or other reasons, unless verified by
78 survey or other means. Buyer also acknowledges that there are various formulas used to calculate total square footage of buildings and that total
79 square footage figures will vary dependent upon the formula used. **CAUTION: Buyer should verify total square footage formula, Property,**
80 **building or room dimensions, and total acreage or square footage figures, if material to Buyer's decision to purchase.**

81 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections are
82 reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection reports to Seller, and
83 to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections are
84 completed, unless otherwise agreed with Seller. An "inspection" is defined as an observation of the Property which does not include testing of the
85 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized.

86 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. A
87 "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other
88 analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 293 - 297 or in an addendum
89 per line 298. Note: Any contingency authorizing such tests should specify the areas of the Property to be tested, the purpose of the test, (e.g., to
90 determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency (e.g.,
91 Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests may detect environmental
92 pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

93 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall have the
94 right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and
95 tear and changes approved by Buyer, and that any defects Seller has elected to cure have been repaired in a good and workmanlike manner.

96 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "environmental site assessment" (also known as a "Phase I Site Assessment") (see lines 279 to
97 283) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
98 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
99 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property;
100 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine
101 if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment includ-
102 ing the National Priorities List, the Department of Natural Resources' (DNR) registry of Abandoned Landfills, the DNR's Registry of Leaking
103 Underground Storage Tanks, the DNR's most recent remedial response site evaluation report (including the Inventory of Sites and Facilities Which
104 May Cause or Threaten to Cause Environmental Pollution). Any "environmental site assessment" performed under this Offer shall comply with
105 generally recognized industry standards (e.g. current American Society of Testing and Materials "Standards for Environmental Site Assessments for
106 Commercial Real Estate"), and state and federal guidelines, as applicable. **CAUTION: Unless otherwise agreed an**
107 **"environmental site assessment" does not include subsurface testing of the soil or groundwater or other testing of the Property for**
108 **environmental pollution.**

109 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or occupancy
110 of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the
111 Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair the Property and
112 restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writ-
113 ing of the damage and this Offer may be canceled at the option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer
114 shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of
115 Seller's deductible on such policy. However, if this sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be
116 held in trust for the sole purpose of restoring the Property.

117 ■ **FIXTURES** A "Fixture" is an item of property which is physically attached to or so closely associated with land and improvements so as to be
118 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
119 specifically attached to the Property, and items customarily treated as fixtures. A "fixture" does not include trade fixtures owned by tenants of the
120 Property. See Lines 11 to 17.

121 ■ **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 293 -
122 297 or in an addendum per line 298. Occupancy shall be given subject to tenant's rights, if any.

123 ■ **SPECIAL ASSESSMENTS** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be paid by Seller
124 no later than closing. All other special assessments shall be paid by Buyer. **CAUTION:** Consider a special agreement if area assessments, prop-
125 erty owner's association assessments or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for pub-
126 lic improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, sanitary and stormwater and storm
127 sewer (including all sewer mains and hook-up and interceptor charges), parks, street lighting and street trees, and impact fees for other public
128 facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

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189 etc., may need to be investigated to determine feasibility of improvements, development or use changes for Property. Contingencies
 190 for investigation of these issues may be added to this Offer. See lines 293 to 298.

191 ■ **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase
 192 price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE EVIDENCE WILL BE GIVEN**
 193 **BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

194 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be
 195 acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business days before clos-
 196 ing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens
 197 which will be paid out of the proceeds of closing and standard abstract certificate limitations or standard title insurance requirements and excep-
 198 tions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO**
 199 **CLOSING, A "GAP ENDORSEMENT" TO THE TITLE COMMITMENT OR AN ESCROW CLOSING.**

200 ■ **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for
 201 closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for closing shall be extend-
 202 ed as necessary for this purpose. In the event that Seller is unable to remove the objections, Buyer shall have 5 days from receipt of notice thereof, to
 203 deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer
 204 shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

205 **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated in all man-
 206 ner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original sig-
 207 nature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller.
 208 Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may
 209 not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party. The delivery/receipt provi-
 210 sions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 31)). Buyer and Seller author-
 211 ize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settle-
 212 ment service providers for the transaction.

213 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the
 214 event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific num-
 215 ber of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President
 216 such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours"
 217 from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day.
 218 Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

219 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material
 220 failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

221 If Buyer defaults, Seller may:

- 222 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 223 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return the
- 224 earnest money and have the option to sue for actual damages.

225 If Seller defaults, Buyer may:

- 226 (1) sue for specific performance; or
- 227 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

228 In addition, the Parties may seek any other remedies available in law or equity.

229 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts.
 230 If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing
 231 to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement. NOTE: IF
 232 ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT
 233 CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW
 234 FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT
 235 CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

236 **EARNEST MONEY**

237 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent if Property
 238 is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer. **CAUTION: Should**
 239 **persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other**
 240 **than Buyer makes payment of earnest money, consider a special disbursement agreement.**

241 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's
 242 depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed
 243 according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement
 244 agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer to purchase is not a written disbursement
 245 agreement pursuant to which the broker may disburse). If the disbursement agreement has not been delivered to broker within 60 days after the date
 246 set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer
 247 or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other
 248 disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and
 249 broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

250 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 251 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 252 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 253 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 254 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. The Buyer and Seller should consider consulting attor-
 255 neys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 256 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest
 257 money. See Wis. Adm. Code Ch. RL 18. NOTE: WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CON-
 258 CERNING THE LEGAL RIGHTS OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR
 259 CONVEYANCE. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.

260 PROPERTY ADDRESS: 314 W. Main Street, Stoughton, Wisconsin [page 5 of 5, WB- 15]

261 **TIME IS OF THE ESSENCE** "TIME IS OF THE ESSENCE" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy;
262 (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except:
263 **N/A** . If "Time is of the Essence"

264 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply
265 to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

266 **N/A** **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
267 days of acceptance: **CHECK THOSE THAT APPLY**

- 268 ☐ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
269 ☐ A complete inventory of all furniture, fixtures and equipment included in this transaction which is consistent with
270 representations made prior to and in this Offer.
271 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
272 to be free and clear of all liens, other than liens to be released prior to or at closing.
273 ☐ Other _____

274
275 This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of receipt of the final record to be delivered or the dead-
276 line for delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. The notice shall iden-
277 tify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s).

278 **N/A** **ENVIRONMENTAL EVALUATION/INSPECTION CONTINGENCY:** This Offer is contingent upon: **CHECK THOSE THAT APPLY**

- 279 ☐ A qualified independent environmental consultant of Buyer's choice conducting an environmental site assessment of the Property (see
280 lines 96 to 108), at (Buyer's)(Seller's) expense **STRIKE ONE** , which discloses no defects. A defect is defined as a material violation of
281 environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an
282 underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the
283 Property due to future migration from other properties.

- 284 ☐ A qualified independent inspector of Buyer's choice conducting an inspection of the Property and _____
285 _____, at (Buyer's)(Seller's) expense **STRIKE ONE** , which discloses no defects.
286 A defect is defined as a structural, mechanical or other condition that would have a significant adverse effect on the value of the Property; that
287 would significantly impair the health and safety of future occupants of the Property; or that if not repaired, removed or replaced would
288 significantly shorten or have a significantly adverse effect on the expected normal life of the Property.

289 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the environmental site
290 assessment/inspection report(s) and a written notice listing the defect(s) identified in the environmental site assessment/inspection report(s) to
291 which Buyer objects. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before
292 signing the Offer. Buyer agrees to deliver a copy of the report and notice to listing broker, if Property is listed, promptly upon delivery to Seller.

293 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum A.

294 _____
295 _____
296 _____
297 _____

298 ☒ **ADDENDA:** The attached Addendum A is/are made part of this Offer.

299 **THIS OFFER, INCLUDING ANY AMENDMENTS TO IT, CONTAINS THE ENTIRE AGREEMENT OF THE BUYER AND SELLER REGARDING**
300 **THE TRANSACTION. ALL PRIOR NEGOTIATIONS AND DISCUSSIONS HAVE BEEN MERGED INTO THIS OFFER. THIS AGREEMENT**
301 **BINDS AND INURES TO THE BENEFIT OF THE PARTIES TO THIS OFFER AND THEIR SUCCESSORS IN INTEREST.**

302 This Offer was drafted on 07/12/2010 [date] by [Licensee and firm] Elisabeth L. Howard Stafford Rosenbaum LLP.

303 (X) _____
304 Buyer's Signature ▲ Print Name Here: ► Social Security No. or FEIN (optional) ▲ Date ▲

305 (X) _____
306 Buyer's Signature ▲ Print Name Here: ► Social Security No. or FEIN (optional) ▲ Date ▲

307 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See Lines 236 - 259)

308 _____ Broker (By) _____

309 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
310 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
311 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

312 (X) _____
313 Seller's Signature ▲ Print Name Here: ► Kusum Bhardwaj Social Security No. or FEIN (optional) ▲ Date ▲

314 (X) _____
315 Seller's Signature ▲ Print Name Here: ► Social Security No. or FEIN (optional) ▲ Date ▲

316 This Offer was presented to Seller by _____ on _____, _____, at _____ a.m./p.m.

317 **THIS OFFER IS REJECTED** _____ **THIS OFFER IS COUNTERED** [See attached counter] _____
318 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A

TO THE CITY OF STOUGHTON'S WB-15 COMMERCIAL OFFER TO PURCHASE 314 W. MAIN STREET, STOUGHTON, WISCONSIN FROM ABP PROPERTIES LLC

1. No Displacement and Acknowledgment and Waiver of Rights Under Chapter 32. Seller represents and warrants that the sale of the Property to Buyer will not result in the displacement of persons or business concerns for purposes of Chapter 32, Wis. Stats. Seller acknowledges receipt of the Wisconsin Department of Commerce pamphlet entitled *The Rights of Landowners Under Wisconsin Eminent Domain Law – Procedures Under Sec. 32.05 of the Wisconsin Statutes* (the "Pamphlets"). Seller acknowledges receipt of a full narrative appraisal from Buyer. Seller acknowledges and waives Seller's right to obtain Seller's own appraisal, the reasonable cost of which, if timely produced, would have been paid by Buyer. Seller acknowledges receipt of a map and description of the Property.

2. Title. Buyer, at Buyer's expense, will obtain a commitment for an owner's title insurance policy (Current ALTA Owner's form), issued by a title insurance company ("Title") naming Buyer as the proposed owner-insured of the Property in the amount of the Purchase Price (the "Commitment"). Buyer shall provide a copy of the Commitment to Seller within 5 business days after Buyer receives the Commitment. Buyer shall pay the cost of the title insurance policy. Buyer, within 10 business days after Buyer receives a copy of the Commitment, will make objections to the title to the Property based upon examination of the Commitment, said objections to be made by written notice or be deemed waived. If any objections are so made, Seller shall immediately commence and diligently endeavor in good faith to complete all actions necessary to cure such objections and shall be allowed up to the Closing Date to cure such objections and obtain appropriate endorsements to the Commitment indicating that any such objections have been cured. Buyer's obligation to close is contingent on receiving the Commitment showing evidence that the title is marketable and that there are no liens, encumbrances or unpaid real estate taxes on the Property, or upon the Seller's satisfaction of these obligations at or before the date closing. Any unpaid real estate taxes owed on the Property for years prior to 2010 will be paid out of the proceeds of the purchase price at closing.

Buyer need not object to mortgages or other liens against the Property. If not sooner satisfied, Seller will satisfy them at closing.

If Seller does not cure Buyer's objections by the Closing Date, or if title to the Property is not good and marketable of record in Seller at the Closing Date, then Buyer shall have the following options:

- a. Buyer may terminate this Agreement, or
 - b. Buyer may elect to waive the objection and accept the title to Seller's interest in the Property in its unmarketable condition.
 - c. Buyer may consider the failure to cure objections or provide good and marketable title to be a rejection of the Jurisdictional Offer, terminate this agreement, and proceed to acquire the property by making an award of damages pursuant to Wis. Stat. § 32.05(7).
3. Acceptance. Acceptance occurs when Seller accepts the Jurisdictional Offer to which this Agreement is attached.
 4. Binding Acceptance. This Agreement is binding upon both parties only if Buyer accepts the Jurisdictional Offer to which this Agreement is attached by August 19, 2010.
 5. Closing. This transaction is to be closed at the place designated by the Buyer within 60 days after acceptance of the Jurisdictional Offer.
 6. Additional Covenants and Warranties of Seller. Seller covenants with and warrants to Buyer as follows:
 - a. Prior to the Closing Date, Seller will not permit any lien or encumbrance to be placed against the Property or any part thereof and will not commit waste on the Property.
 - b. There are, and at closing there will be, no tenants, persons or entities occupying or having a right to occupy the Property or any part thereof, whether pursuant to a lease or other occupancy agreement or otherwise.
 - c. There is no action, litigation, investigation, condemnation or proceeding of any kind (other than the Stoughton Redevelopment Authority's proceeding to take eminent domain of the Property) pending or, to Seller's best knowledge, threatened against Seller or the Land which could affect the Land, any portion thereof or title thereto. Seller shall give Buyer prompt written notice if any such action, litigation, investigation, condemnation, or proceeding is commenced on or prior to the Closing Date.

Seller shall promptly notify Buyer in writing if it acquires any knowledge that changes any representation or warranty set forth above or elsewhere in this Agreement. The notice shall describe in detail the nature of the change and the basis therefore. If there is a material adverse change in any of the foregoing representations prior to Closing, Buyer will have the right to terminate this Agreement by giving written notice to

Seller within ten (10) days after it receives written notice of such material change. If Buyer so terminates this Agreement, neither party shall have further rights or obligations hereunder except for any obligations contained in this Agreement that expressly survive termination.

7. Risk of Loss. Risk of loss to the Land prior to the time of closing shall remain in Seller. In the event that prior to the time of closing, proceedings for the condemnation of the Land or any portion thereof are commenced by governmental authority having jurisdiction to do so, Buyer may, at its option, terminate this Agreement by written notice to Seller whereupon neither party shall have any further rights, obligations or liability hereunder. In the event of any such condemnation, and if this Agreement is not terminated on account thereof, Seller shall assign to Buyer at closing its rights to any such condemnation award.

8. Real Estate Taxes and Special Assessments. All unpaid taxes and special charges for 2009 and previous years shall be paid out of the proceeds of the transaction at closing. Taxes and special assessments incurred in 2010 shall be prorated.

Elisabeth L. Howard

222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, WI 53701-1784
ehoward@staffordlaw.com
608.259.2643

October 11, 2010

BY HAND DELIVERY

Lena Kelley
Closing Supervisor
Dane County Title Company
901 S. Whitney Way
Madison, WI 53711

RE: File C-10001705 314 W. Main Street, Stoughton, WI 53589

Dear Ms. Kelley:

Enclosed please find a check from the City of Stoughton in the amount of \$167,000 to cover the Stoughton RDA's cost of purchasing the property at 314 W. Main Street, Stoughton, Wisconsin. Please send a check, made out to the City of Stoughton, for the difference between this amount and the final amount owed by the RDA, to:

Laurie Sullivan
Finance Director
City of Stoughton
381 East Main Street
Stoughton, WI 53589

You should also have received the settlement statement signed by Dan Kittleson and Laurie Sullivan of the Stoughton RDA. It is my understanding that you are waiting for the signed settlement statement, Substitute Form 1099S, the Disclosure and Acknowledgment and the Hold Harmless Agreement from the seller, a copy of the signed warranty deed, and the original warranty deed (to be sent by the seller using overnight mail).

H:\DOCS\005649\000108\00501911.DOCX
1011101310

Madison Office

222 West Washington Avenue	608.256.0226
P.O. Box 1784	888.655.4752
Madison, Wisconsin	Fax 608.259.2600
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325 North Corporate Drive	262.439.2888
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October 11, 2010

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Do not disburse the proceeds until you have received the original warranty deed from the seller. The RDA does not agree to close until the original warranty deed has been received. I understand that you may not receive this until tomorrow.

Let me know if you have any questions.

Very truly yours,

STAFFORD ROSENBAUM LLP



Elisabeth L. Howard

ELH:enm

Enclosure

cc: Donna Olson, Mayor
Rodney Scheel, Director of Planning & Development
Laurie Sullivan, Finance Director
Dan Kittleson, Redevelopment Authority Chairman
Matthew P. Dregne
(all via electronic mail)

APPENDIX D
ASBESTOS REPORT



ASBESTOS INSPECTION REPORT

For
**314 West Main Street
Stoughton, Wisconsin**

October 2010

Prepared by:

General Engineering Company
916 Silver Lake Drive
P.O. Box 340
Portage, WI 53901
Phone: (608) 745-4070
GEC No.: I-A1009-30
Inspector: Kevin Henrikson

Client:

Rodney Scheel
Director of Planning & Development
City of Stoughton
381 East Main Street
Stoughton, WI 53589

October 20, 2010

Rodney Scheel
Director of Planning & Development
City of Stoughton
381 East Main Street
Stoughton, WI 53589

Re: Asbestos Inspection 10-20-2010##I-A1009-30

Dear Mr. Scheel:

General Engineering Company, (GEC), was authorized to conduct an asbestos survey of the commercial structure located at 314 West Main Street, Stoughton, WI. The structure lies within the DNR's South Central Region. The 50 year-old former gas station is a steel framed structure and is set on a concrete foundation

This structure is an abandoned former gas station. This is an additional inspection to sample the material of the canopy that covers the gas pumps.

The inspection and bulk sampling were conducted on October 20, 2010, by Wisconsin Certified Asbestos Inspector, Kevin Henrikson (Wis. Inspector #AII-115984). The purpose of the inspection is to determine if asbestos containing building materials are present. All samples were submitted for analysis to NAVLAP accredited laboratory #1182. Samples were analyzed using Polarized Light Microscopy, EPA Method 600/R-93/116.

This inspection tested the building structures and building components only. Please note that all personal items, appliances, business supplies and/or equipment present at the time of inspection were not tested for asbestos. All items should be removed prior to demolition/fire burn and disposed of properly; if not then they should be tested for asbestos. Condition of the property is only certified for the date of the inspection.

Please notify the inspector immediately should material suspected of containing asbestos be discovered during the abatement or demolition process. Further testing will be required of the suspect material.

All estimates of quantity are only approximate and should not be used for bidding purposes by contractors. Contractors would need to make their own measurements.

For purposes of the report, the main entrance of the former gas station faces west.

DEMOLITION/RENOVATION

All friable asbestos containing material (ACM) and ACM that may become friable during demolition must be removed prior to demolition and proper disposal records kept.

Samples Taken by Inspector that Contain Asbestos and Must be Removed

Sample # and Material	Location	Quantity (Approximate)

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP'S) dictates for demolition purposes that all friable asbestos containing material (ACM) (i.e., ceiling tile, thermal insulation) and non-friable ACM (Category II materials) that may become friable during demolition (i.e., transite/slate panels), be removed from the building prior to demolition if the demolition activities are expected to impact such materials. Friable ACM is defined as "any material that contains asbestos in the amount >1% that can be crumbled to a powder by hand pressure." The Wisconsin Dept. of Health and Family Services (DHFS) requires trained and certified asbestos workers conduct the asbestos removal activities.

Current regulations require all Category I non-friable left in place to be wetted during the demolition process to minimize the release of asbestos fibers and the demolition waste be deposited in the appropriate landfill. The cost for the disposal of non-friable asbestos is frequently the same as the cost for general demolition debris. The landfill should be notified that Category I materials are present which can be accepted as normal construction and demolition debris. The demolition contractor is also required by current regulations to have a "competent person" on-site during the process and the competent person will have the knowledge and expertise to assess the problem and take the necessary actions to prevent unintentional exposure to asbestos.

In conclusion, the services performed by GEC on this project have been conducted with that level of care and skill ordinarily exercised by reputable members of the profession, practicing in the same locality, and under similar time and budget restraints. No warrant is expressed or intended.

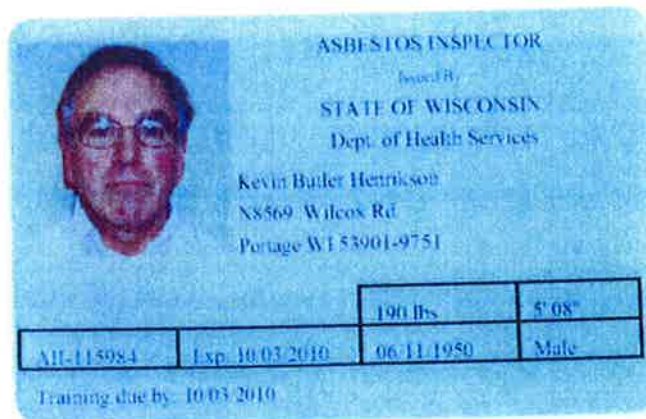
Please see the attached sampling data. GEC has also included a DNR Demolition/Fire Burn Notification form which must be submitted ten days prior to the actual demolition/burn. Copies of the original laboratory test results are available upon request. If you have any questions regarding this project or need additional sampling conducted, please do not hesitate to contact our company.

This report may not be reproduced without express authorization of General Engineering Company. Samples will be disposed of in two weeks unless otherwise stated.

Sincerely,

Kevin Henrikson

Kevin Henrikson
Wisconsin Inspector #AII-115984
General Engineering Company



Sample #	Type of Material	Condition of Material	Sample Location	Sample Color	Sq. Ft.	Asbestos %	Analytical Method	Asbestos Category	Other Fibrous Composition	Non-Fibrous Composition
1	Mastic	Good	Canopy- Screw Heads & Joints	Gray	8	NAD	PLM	NA	NA	100%
2	Mastic	Fair	Canopy – Joints & Seams	Gray	7	NAD	PLM	NA	NA	100%
3	Mastic	Fair	Canopy – Joints & Seams	Gray	7	NAD	PLM	NA	NA	100%

NAD = No Asbestos Detected

Sampler: Kevin Henrikson
 Date Collected: 10/19/2010
 Sample Type: Bulk
 Analyst: PLM, Mark Case
 Date of Report: 10/20/2010
 Report Prepared by: Brenda Fassett

This report may not be reproduced without express authorization of General Engineering Company. Samples will be disposed of in two weeks unless otherwise stated.

WDNR/USEPA ASBESTOS NESHAP REGULATIONS RENOVATION AND DEMOLITION

Chapter NR 447, Wisconsin Administrative Code, is entitled "Control of Asbestos Emissions." Significant portions of the regulation are as follows:

- Asbestos Containing Materials (ACM) designated as:
 1. Friable.
 2. Category I Nonfriable - Includes resilient floor covering, asphalt roofing products, gaskets, and packing.
 3. Category II Nonfriable - Any nonfriable ACM that is not in Category I.
- Any nonfriable ACM that is to be sanded, ground, cut or abraded is to be treated as friable. Mechanical chipping is also included.
- Category I ACM does not have to be removed prior to a normal demolition if it is not friable prior to starting the demolition. The resulting wastes can be handled as demolition material.
- Category II is a case-by-case determination; will the demolition cause the CAT II to become friable? Slate or transite type materials normally become friable during a demolition and must be removed prior to demolition.
- Uniform 10 working day notice for all projects that are required to file a notice. There is an exception for emergency renovations; notification must be no later than the following working day. A specific emergency incident report is also required.
- The owner or operator shall thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos prior to commencing the project.

The notice must identify all three categories of asbestos present:

1. Friable asbestos/RACM to be removed
2. Nonfriable asbestos to be removed, and
3. Nonfriable asbestos material not removed before demolition

The notification must also state the actions/response to be taken if previously non-identified asbestos is found during renovation or demolition.

- Notification requirements apply to RACM that is 260 linear feet or 160 square feet, and volumes greater than or equal to 35 cubic feet off of facility components.
- Notification is required for all renovation and demolition projects of facilities or structures subject to the regulation. Residential structures and apartments with 4 or fewer dwelling units are the only exemptions. Residential structures and apartments with 4 or fewer dwelling units are included if the demolition is part of a D.O.T. Road Project, commercial or industrial development, or urban renewal project. A single, isolated, residential dwelling unit or structure with 4 or fewer dwelling units is exempt, regardless of ownership or the intended

use of the property (all fire training burns are still subject facilities). This exemption does not apply if more than one structure is involved or where a single structure is part of a larger project involving non-residential buildings or as part of a large planned demolition project, such as urban renewal. (Individual demolitions planned at the same time or as part of the same planning schedule are part of a large project.)

- Notice must be given for any change in starting date prior to starting the project. Telephone notice followed by a written notice is acceptable. Revised notices to extend the end date must be filed by the original end date.
- Facsimile (FAX) copies are not acceptable for notification purposes.
- At least one on-site representative of the owner/operator must be trained on the regulation and ensure compliance.
- Each waste container must be labeled with the name of the generator and the location at which the waste was generated.
- Intentional burning of buildings is subject to the demolition regulations. All ACM must be removed prior to burning.
- The definition of asbestos-containing material has been changed to materials containing more than 1% asbestos by area as determined by Polarized Light Microscopy (PLM). Point counting must be done if less than 10% as done by PLM unless the material in question is assumed to be ACM.

DEMOLITIONS/ASBESTOS ABATEMENT PROJECTS

There is no minimum quantity of asbestos containing materials for demolition projects to be subject to the regulations.

- **The facility** must be subject to the regulations. Residential structures and apartments with 4 or fewer dwelling units are included if the demolition is part of a D.O.T. Road Project, commercial or industrial development, or urban renewal project.
- **Fees** - The fee structure includes fees for both a permit exemption review and for compliance inspections. They apply to demolition projects where a notice is required to be filed. The facility type must also be subject to the regulations. The fees must be included with the notification and are not refundable. Single-family houses or farm structures, which are not part of a commercial or other developmental project and are being used for fire practice burns, are exempt from these fees. See the DNR website for current fees or reference the current notification form.
- **10 Working day notice** is required for all normal demolition projects. An **ordered demolition** can proceed if the notice is filed no later than 24 hours after the project is started. The notice must include a copy of the order that the structure is unsound and in danger of imminent collapse. An ordered demolition precludes the removal of asbestos containing materials prior to the demolition.

**Notification is required for all demolition projects of subject facilities
even if there is no asbestos present;
this is termed a negative declaration.**

- **For fire training burns** all asbestos containing material, both friable and nonfriable, must be removed prior to commencement of the practice burn.

ASBESTOS DISPOSAL FACTSHEET - September 2007

GENERAL: Proper management of asbestos containing material (ACM) depends on whether it is friable or nonfriable; if nonfriable, whether it is category I or II; and if category I, whether it is a construction & demolition (C&D) material. Definitions of asbestos types are provided here:

"Category I nonfriable ACM" is defined as "...packing, gaskets, resilient floor covering & asphalt roofing...containing...asbestos...that...cannot be crumbled...to powder by hand pressure." Category I ACM is pliable (not brittle), breaks by tearing rather than fracturing, and does not easily release asbestos fibers upon breaking.

"Category II nonfriable ACM" is defined as "any material, excluding category I nonfriable ACM, containing...asbestos...that...cannot be crumbled...to powder by hand pressure." This includes rigid exterior siding & boards known by the trade name "transite." Category II ACM is not pliable, breaks by fracturing rather than tearing, and does release some asbestos fiber release upon breaking.

"Friable ACM" is defined as "any material containing...asbestos...that...can be crumbled...to a powder by hand pressure." Common types of friable ACM include pipe insulation & sprayed on or tiled sound insulation materials. Friable ACM has little structural strength & contains asbestos fibers, which are readily released upon breaking.

The actual state of materials may vary, so the definition of "friable" must be referred to when classifying materials. Also, nonfriable materials may become friable during grinding, cutting, burning, crushing, & similar operations, including some types of building demolition, which may generate & release asbestos fibers.

REGULATORY PROGRAM AUTHORITY: Three different state regulatory programs have authority over ACM removal, transport & disposal.

Removal of ACM is regulated by:

- Department of Health Services (DHS), Asbestos and Lead Section.
- Department of Natural Resources (DNR), Air Management Program.

Transportation & disposal of ACM is regulated by:

- DNR Air Management Program.
- DNR Solid Waste Program.

Division of Health administers training & certification programs for inspectors and contractors performing ACM removal. Detailed information about these requirements is not provided in this fact sheet. For information about these requirements, contact Shelly Bruce at (608) 267-0928.

Air Management Program regulates friable ACM, & category II nonfriable ACM & I if it becomes friable. Air Management must be contacted if friable or nonfriable ACM removal is being considered, or if any building will be demolished. For information about these requirements, contact Pat Kirsop at (608) 266-2060.

Solid Waste Program regulates transport & disposal of solid wastes, including any CAD material & any ACM for disposal. For information about these requirements, contact Gretchen Wheat at (608) 267-0557.

REGULATORY REQUIREMENTS: This fact sheet only summarized DNR requirements & does not replace the rules regulating ACM or construction & demolition (C&D) materials:

Removal & packaging procedures to prevent asbestos fiber emission are prescribed:

- Friable ACM must always be removed before demolition, & wetted & placed immediately into leak tight containers or bags.
- Category II ACM (transite) must usually be removed before demolition, & wetted as needed to prevent dusting & placed in covered containers.
- Category I (roofing & flooring) must be removed before building demolition if the ACM has to will become friable.

Notification must be made to the Air Management program for all building demolitions (whether or not any ACM is present) & for all required ACM removal of at least 260 linear feet, 160 square feet or 35 cubic feet. When required, building demolition notice or ACM removal notice must be made at least 10 business days before the demolition or removal occurs.

Transport of all solid wastes must be by a licensed solid waste transporter. No other transport license is needed for ACM in Wisconsin. ACM can only be transported to proper disposal locations. All ACM must be transported to prevent any visible emission of dust from the load, & the following procedures must be met for the ACM type specified:

- Friable ACM must be wetted & bagged prior to transport.
- Category Transite may be transported in bulk containers, but must be wetted as needed to control dust, & containers must be covered to prevent spilling & dusting.
- Category Roofing & Flooring may be in bulk containers, but covers must be used to prevent spilling. Wetting is not required to prevent asbestos emissions during transport.

Disposal requirements for ACM are as follows:

- Category I ACM which is not a C&D material separate removal, all friable ACM & all category II ACM must be disposed at an approved landfill engineered with a liner & leachate collection, & the landfill must be specifically approved to accept asbestos. On a case-by-case basis, the Solid Waste Program may approve disposal of these ACM materials at other landfills, if the landfill operational practices will be consistent with the ACM disposal requirements in s. NR 506.10 (2), Wis. Adm. Code:
 - ❖ Dispose in a trench excavated into existing refuse & cover with at least 3 feet of non-asbestos waste or soil prior to compaction.
 - ❖ Record each disposal location by vertical & horizontal coordinates.
 - ❖ Do not dispose within previous ACM disposal areas or in locations proposed for future construction of landfill components, such as leachate headwells or gas extraction wells.

- Category I ACM which is C&D material may be disposed at an approved C&D landfill, including an approved one-time disposal landfill, or at any other landfill with a plan of operation approved under s. 144.44 (3), Stats. No special operational requirements apply to disposal of category I ACM.
- Burning is prohibited for all types of ACM.

Last revised by the DNR September 19, 2007

see website dnr.wi.gov/air/pdf/asbestosfactsheet.pdf

REPRESENTATIVE LIST OF MATERIALS LIKELY TO CONTAIN ASBESTOS

SUSPECT MATERIALS	MATERIAL TYPES
Cement Asbestos Insulating Panels	M
Cement Asbestos Wallboard	M
Cement Asbestos Siding	M
Roofing, Asphalt Saturated Asbestos Felt	M
Roofing, Reinforced Asbestos Flashing Sheet	M
Roofing, Asbestos Base Felt	M
Roofing, Asbestos Finishing Felt	M
Roof, Paint	S
Roofing, Flashing (tar and felt)	M
Roofing, Flashing (plastic cement for sheet metal work)	M
Waterproofing, Asbestos Base Felt	M
Waterproofing, Asbestos Finishing Felt	M
Waterproofing, Flashing	M
Damp proofing	M
Putty and/or Caulk	M
Door Insulation	M
Flooring, Asphalt Tile	M
Flooring, Vinyl Asbestos Tile	M
Flooring, Vinyl Sheet	M
Flooring, Backing	M
Plaster, Acoustical or Decorative	S
Ceiling Tile	M
Insulation, Thermal sprayed-on	S
Blown-In Insulation	M
Insulation, Fireproofing	S
Taping Compounds	S

REPRESENTATIVE LIST OF MATERIALS LIKELY TO CONTAIN ASBESTOS

SUSPECT MATERIALS (continued)	MATERIAL TYPES
Paints	S
Textured Coatings	S
Packing or rope (at penetrations thru floors or walls)	M
Laboratory Hoods	M
Laboratory Oven Gaskets	M
Laboratory Gloves	M
Laboratory Bench Tops	M
Fire Curtains	M
Elevators, Equipment Panels	M
Elevators, Brake Shoes	M
Elevators, Vinyl Asbestos Tiles	M
HVAC Piping Insulation	TSI
HVAC Gaskets	TSI
Boiler Block or Wearing Surface	TSI
Breaching Insulation	TSI
Fire Damper	M
Flexible Fabric Joints (vibration dampening cloth)	M
Duct Insulation	TSI
Ductwork Taping	M
Flue, Seam Taping	M
Cooling Tower, Fill	M
Cooling Tower, Baffles or Louvers	M
Valve Packing	TSI
Plumbing, Piping Insulation	TSI
Plumbing, Pipe Gaskets	M
Plumbing, Equipment Insulation	TSI

REPRESENTATIVE LIST OF MATERIALS LIKELY TO CONTAIN ASBESTOS

[illegible]

M= Miscellaneous S= Surfacing Material TSI= Thermal System Insulation





Intentionally Blank



Environmental Hazards Services, L.L.C.
7469 Whitepine Rd
Richmond, VA 23237
Telephone: 800.347.4010

Asbestos Bulk Analysis Report

Client: General Engineering Company
916 Silver Lake Dr.
P.O. Box 340
Portage, WI 53901

Report Number: 10-10-02585

Received Date: 10/20/2010
Analyzed Date: 10/20/2010
Reported Date: 10/20/2010

Project/Test Address: 1 - A1009 - 30 Main St., Stoughton, WI

Client Number:
51-4150

Laboratory Results

Fax Number:
608-745-5763

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
10-10-02585-001	1		Translucent to Off-White Pliable	NAD	100% Non-Fibrous
10-10-02585-002	2		White Pliable to Brittle	NAD	100% Non-Fibrous
10-10-02585-003	3		White Pliable to Brittle	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 51-4150

Report Number: 10-10-02585

Project/Test Address: I - A1009 - 30 Main St., Stoughton, WI

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
-------------------	----------------------	------------	-----------------------	----------	-----------------

QC Sample: 63-NY-33-3478

QC Blank: SRM 1866 Fiberglass

Reporting Limit: 1% Asbestos

Method: EPA Method 600/R-93/116

Analyst: Mark Case



Reviewed By Authorized Signatory: _____

Imma Faszewski

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection.

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

LEGEND:	NAD = no asbestos detected
---------	----------------------------



Environmental Hazards Services, LLC

www.leadlab.com
(800)347-4010
(804)278-4907 (fax)

7489 Whitelane Rd
Richmond, VA 23237

Asbestos Chain-of-Custody

10-10-02585



Due Date:
10/20/2010
(Wednesday)
F

Company Name: General Engineering Comp. Address: 916 Silver Lake Dr, P.O. Box 340 City/State/Zip: Portage, WI 53901

Phone: (608) 745-4070 Fax: (608) 745-5763 E-mail: _____ Accel. Number: 51-4150

Project Name / Testing Address: E-11009-30 Main ST City/State (Required): Stoughton WI

Collected by: Kevin Henrikson - Cert. # AII-115984

Purchase Order Number: _____

Turn Around Times : *If no TAT is specified, sample(s) will be processed and charged as 3-day TAT.*

~~1~~ 1 - Day 2 - Day 3 - Day X Same Day (Must Call Ahead) _____ Weekend (Must Call Ahead)

No.	Client Sample ID	Date Collected	ASBESTOS						AIR			COMMENTS		
			FLM	FLM Total Count #	FLM Total Count #	FLM, IN Protocol	PCM	TEM Certified (Bulk)	TEM AHERA (Air)	Time On	Time Off		Flow Rate (L/min)	Total Time (min)
1	1	10/19/10	X											8
2	2	10/19/10	X											7
3	3	11	X											7
4														
5														
6														
7														
8														
9														
10														

Released by: Kevin Henrikson

Signature: Kevin Henrikson

Date/Time: 10/19/10 4:15 PM

Received by: K Tyler

Signature: K. Tyler

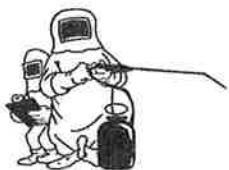
Date/Time: 10/20/10 EHS-03

030

Fax:

Oct 20 2010 11:46am P004/004

APPENDIX E
DISPOSAL DOCUMENTATION



Environmental Construction Services, Inc.

P.O. Box 7394 • Madison, WI 53707
Phone: (608) 259-9969 • Fax: (608) 259-9970

NOV - 1 2010

INVOICE # 1692-10-10

INVOICE TO: GENERAL ENGINEERING
ATTN: LYNN BRADLEY
916 SILVER LAKE DRIVE
PORTAGE, WI 53901

JOB SITE: 314 WEST MAIN STREET
STOUGHTON, WI 53589
COOLER

Ken 10/27

SALESPERSON:	KEN JOHNSON	PURCHASE ORDER #:
PAYMENT TERMS:	ON RECEIPT	REQ #:
INVOICE DATE:	10/28/2010	W.O. #:

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
		PROJECT DESCRIPTION: REMOVE AND DISPOSE OF APPROXIMATELY 163 SQUARE FEET OF 1'X1' VINYL FLOOR TILE AND MASTIC.		\$825.00
SUBTOTAL				\$825.00
TAX RATE				
SHIPPING & HANDLING				
PREVIOUS AMOUNT INVOICES				
CREDIT:				
TOTAL AMOUNT OF THIS REQUEST				\$825.00

10-10-1692

WASTE SHIPMENT RECORD / ASBESTOS MANIFEST

(See Reverse for Instructions)

For Disposal Site Use Only

Elevation _____

North _____ East _____

Generator	1-A. Special Waste Profile Number ASB 10370		NESHAP Notified ____ YES <input checked="" type="checkbox"/> NO		WSR Number 892739		Elevation _____	
	1-B. Generator Name, Contact Name, and Complete Mailing Address (including Zip Code) City of Stoughton, 381 E. Main ST., Stoughton WI, 53589						1-C. Generator's Phone Number (608) 873-6619	
	1-D. Work Site Address 314 W. Main ST., Stoughton WI, 53589						1-E. 24 Hour Emergency Response Telephone Number (608) 526-7778	
	2. Operator's Name and Complete Mailing Address E.C.S. P.O. Box 7394, Madison WI, 53707						Operator's Phone Number (608) 259-9969	
	3. Waste Disposal Site (WDS) Name and Complete Mailing Address Madison Prairie Landfill 6002 Nelson Road; Sun Prairie, WI 53590						WDS Phone Number 608-837-9031	
	4. Name and Address of Responsible Agency Department of Natural Resources Bureau of Air Management 1015 Webster Street; PO Box 7921; Madison, WI 53707-7921							
	5. Description of Materials V.A.T. + Mastic						6. Containers No. Type	
	friable asbestos						Asbestos, 9, NA2212, III, RO	
	non-friable asbestos						Cat I <input checked="" type="checkbox"/> Cat II _____	
	7. Total Quantity yd3						12 Bags 1	
8. Special Handling Instructions and Additional Information 24 HOUR NOTICE GIVEN PRIOR TO DISPOSAL, MUST BE BURIED								
9. GENERATOR/OPERATOR'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 government regulations. I hereby certify that the asbestos is not contaminated with hazardous, PCB, and/or any special waste.								
Printed/Typed Name and Title MARK ELIC9 Asbestos SUP				Signature <i>Mark Elc9</i>		Date 10-27-10		
Transporter	10. Transporter 1 Company Name				Driver Signature <i>Stan Parish</i>			
	Complete Mailing Address WASTE MANAGEMENT - MADISON 2418 W. BADGER RD. MADISON, WISCONSIN 53713 1-800-640-4349				Printed Name and Title Stan Parish			
	Telephone Number (including area code)				Date 11-2-10			
	11. Transporter 2 Company Name				Driver Signature			
	Complete Mailing Address				Printed Name and Title			
	Telephone Number (including area code)				Date			
Disposal Site	12. Discrepancy Indication Space							
	13. Waste Disposal Site Owner or Operator Special Waste Approval is issued by signature in the case of a Generic Asbestos Approval. Certification of receipt of asbestos materials covered by this manifest except as noted in Item 12.							
	Printed/Typed Name and Title LISA OLSON - Gen. Asbestos				Signature <i>Lisa Olson</i>		Date 11-2-10	

WHITE - Disposal Site

CANARY - Generator
(To be mailed by Disposal Site)

PINK - Transporter

GOLD - Generator
(To be taken prior to disposal)

Midwest Lamp Recycling, Inc.3224 Kingsley Way
Madison, WI 53713**INVOICE**

Invoice Number: 16490

Invoice Date: Nov 4, 2010

Page: 1

Voice: 608-275-6766

Fax: 608-275-6765

Bill To:General Engineering Company
916 Silver Lake Dr
Portage, WI 53901

608-742-2169

Ship to:314 W. Main St
Stoughton

Customer ID	Customer PO	Payment Terms	
GENERALENGCO		Net 7 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
MIDLAMP	PICK-UP	11/1/10	11/11/10

Quantity	Item	Description	Unit Price	Amount
37.00	4FOOT	4 FOOT OR LESS	0.25	9.25
21.00	5FOOT	5 FOOT OR MORE	0.41	8.61
218.00	BALLAST-NON	BALLAST- NON PCB - LBS	0.30	65.40
1.00	TRANSPORTATION	TRANSPORTATION	30.00	30.00
1.00	FUEL	FUEL SUR CHARGE	7.00	7.00

this invoice serves as your
recycling certificate

Subtotal	120.26
Sales Tax	
Total Invoice Amount	120.26
Payment/Credit Applied	
TOTAL	120.26

Check/Credit Memo No:

Processing Date:

11/2/10

Processing Manager:

Pat Edwards

E3



VEOLIA
ENVIRONMENTAL
SERVICES
 300 Raemisch Road
 Waunakee, WI 53597
 Return Service Requested

Veolia ES Solid Waste Midwest, LLC
 www.billonline.com/veoliaes
 608-251-7878

INVOICE Date 11/25/10

ACCOUNT NO A2001119-4	INVOICE NO A20000010310
INVOICE TOTAL 636.56	BALANCE DUE 636.56

Pay by Phone: 1-877-774-9993

Phone Account #: 001119

Phone Pin #: 0000194200

Pay by Web: www.billonline.com/veoliaes

Web Pin #: 0202

Site #: 0000

Terms: Net 10 Days

If payment is not received within 30 days of invoice date
 you may be assessed a service charge of at least \$5.95
 or 1.5% of the unpaid balance.

PAGE 1 OF 1

(QESDP) 43:YD16:005578:001:1609:000001

TS-A2112510.TXT

DATE	CODE	DESCRIPTION	REFERENCE	QTY	AMOUNT
		Balance Forward			.00
		Payments			.00
		Invoices			.00
	(0002)	SCHAPER EXCAVATING			
		314 W MAIN ST STOUGHTON, WI			
11/03/10	K1 30.00YD	Dump & No Return KATIE 742 4686	125.00	1.00	125.00
		W/O #:2290			
11/03/10	02	C & D VW 901327	49.00	8.60TN	421.40
11/25/10	R1	FUEL & ENVIRONMENTAL at 16.500%	0.00	546.40	90.16
		**Site Total			636.56
		Invoice Total			636.56

CURRENT	30 DAYS	60 DAYS	90 DAYS	BALANCE DUE
636.56	0.00	0.00	0.00	636.56

SCHAPER EXCAVATING & PETROLEUM LLC

Veolia Environmental Services

6877

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/25/2010	Bill		636.56	636.56		636.56
				Check Amount		636.56

Associated Bank Che

636.56

E4

APPENDIX F
TABLES

TABLE 1
SUMMARY OF SOIL ANALYTICAL RESULTS
FORMER SPEEDWAY SUPER AMERICA
00909-174

Sample No.	NR 720 RCL	NR 746 SSL	NR 746 DCL	WEST TANK NORTH WALL	WEST TANK CENTRAL WALL	WEST TANK SOUTH WALL	CENTER TANK NORTH	CENTER AND EAST TANK SOUTH	EAST CENTER	EAST TANK NORTH	DISP. 1	DISP. 2	DISP. 3	PIPING 1	BUILD
Sampling Date				11/02/10	11/02/10	11/02/10	11/02/10	11/02/10	11/02/10	11/02/10	11/03/10	11/03/10	11/03/10	11/03/10	11/02/10
Sample Depth (feet)				6	6	6	6	6	6	6	4	4	4	4	5
GASOLINE RANGE ORGANICS (GRO) (mg/kg)															
GRO	100	NE	NE	<2.9	241	875	<2.9	<2.9	<3.0	<2.9	<2.9	<3.0	<2.9	<3.0	<3.0
PETROLEUM VOLATILE ORGANIC COMPOUNDS (PVOC) AND NAPHTHALENE (µg/kg)															
Benzene	5.5	8500	1100	<25	<62.5	<200	<25	<25	<25	<25	<25	<25	<25	<25	<25
Ethylbenzene	2900	4600	NE	105	1140	2400	<25	<25	<25	<25	<25	<25	<25	<25	<25
Methyl tert-butyl ether	NE	NE	NE	<25	<62.5	<200	<25	<25	<25	<25	<25	<25	<25	<25	<25
Naphthalene	NE	2700	NE	<25	2600	6300	<25	<25	<25	<25	<25	<25	<25	<25	<25
Toluene	1500	38000	NE	<25	119J	619	<25	<25	<25	<25	<25	<25	<25	<25	<25
1,2,4-Trimethylbenzene	NE	83000	NE	31.9j	1600	3960	<25	<25	<25	<25	<25	<25	<25	<25	<25
1,3,5-Trimethylbenzene	NE	11000	NE	<25	1490	4140	<25	<25	<25	<25	<25	<25	<25	<25	<25
Xylenes, -m, -p	4100	42000	NE	798	1523	4350	<75	<75	<75	<75	<75	<75	<75	<75	<75
Xylenes, -o															

mg/kg = milligrams per kilogram

µg/kg = micrograms per kilogram

RCL = Residual Contaminant Level

SSL = Soil Screening Level

DCL = Direct Contact Level

NA = Parameter not analyzed

NE = NR 720 RCL not established

Q = Analyte detected above laboratory limit of detection but below limit of quantitation.

Bold indicates analytical results exceed NR 720 RCL

ET

APPENDIX G

**ANALYTICAL RESULTS AND CHAIN OF CUSTODY
DOCUMENTATION**

November 17, 2010

Lynn Bradley
General Engineering
916 Silver Lake Dr
Portage, WI 53901

RE: Project: 0909-174-B STOUGHTON GRANT
Pace Project No.: 4039176

Dear Lynn Bradley:

Enclosed are the analytical results for sample(s) received by the laboratory on November 05, 2010. The results relate only to the samples included in this report. Results reported herein conform to the most current NELAC standards, where applicable, unless otherwise narrated in the body of the report.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Brian Basten

brian.basten@pacelabs.com
Project Manager

Enclosures

REPORT OF LABORATORY ANALYSIS

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CERTIFICATIONS

Project: 0909-174-B STOUGHTON GRANT
Pace Project No.: 4039176

Green Bay Certification IDs

1241 Bellevue Street, Green Bay, WI 54302
California Certification #: 09268CA
Florida/NELAP Certification #: E87948
Illinois Certification #: 200050
Kentucky Certification #: 82
Louisiana Certification #: 04168
Minnesota Certification #: 055-999-334
New York Certification #: 11888

New York Certification #: 11888
North Carolina Certification #: 503
North Dakota Certification #: R-150
South Carolina Certification #: 83006001
US Dept of Agriculture #: S-76505
Wisconsin Certification #: 405132750
Wisconsin DATCP Certification #: 105-444

REPORT OF LABORATORY ANALYSIS

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SAMPLE SUMMARY

Project: 0909-174-B STOUGHTON GRANT
Pace Project No.: 4039176

Lab ID	Sample ID	Matrix	Date Collected	Date Received
4039176001	WEST TANK NORTH WALL	Solid	11/02/10 00:00	11/05/10 08:45
4039176002	WEST TANK CENTER WALL	Solid	11/02/10 00:00	11/05/10 08:45
4039176003	WEST TANK SOUTH WALL	Solid	11/02/10 00:00	11/05/10 08:45
4039176004	CENTER TANK NORTH	Solid	11/02/10 00:00	11/05/10 08:45
4039176005	CENTER AND EAST TANK SOUTH	Solid	11/02/10 00:00	11/05/10 08:45
4039176006	EAST TANK CENTER	Solid	11/02/10 00:00	11/05/10 08:45
4039176007	EAST TANK NORTH	Solid	11/02/10 00:00	11/05/10 08:45
4039176008	DISPENSER 1	Solid	11/03/10 00:00	11/05/10 08:45
4039176009	DISPENSER 2	Solid	11/03/10 00:00	11/05/10 08:45
4039176010	DISPENSER 3	Solid	11/03/10 00:00	11/05/10 08:45
4039176011	PIPING 1	Solid	11/03/10 00:00	11/05/10 08:45
4039176012	BUILDING 5'	Solid	11/02/10 00:00	11/05/10 08:45
4039176013	METHANOL BLANK	Solid	11/03/10 00:00	11/05/10 08:45

REPORT OF LABORATORY ANALYSIS

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SAMPLE ANALYTE COUNT

Project: 0909-174-B STOUGHTON GRANT
Pace Project No.: 4039176

Lab ID	Sample ID	Method	Analysts	Analytes Reported
4039176001	WEST TANK NORTH WALL	WI MOD GRO	PMS	11
		ASTM D2974-87	AME	1
4039176002	WEST TANK CENTER WALL	WI MOD GRO	PMS	11
		ASTM D2974-87	AME	1
4039176003	WEST TANK SOUTH WALL	WI MOD GRO	PMS	11
		ASTM D2974-87	AME	1
4039176004	CENTER TANK NORTH	WI MOD GRO	PMS	11
		ASTM D2974-87	AME	1
4039176005	CENTER AND EAST TANK SOUTH	WI MOD GRO	PMS	11
		ASTM D2974-87	AME	1
4039176006	EAST TANK CENTER	WI MOD GRO	PMS	11
		ASTM D2974-87	AME	1
4039176007	EAST TANK NORTH	WI MOD GRO	PMS	11
		ASTM D2974-87	AME	1
4039176008	DISPENSER 1	WI MOD GRO	PMS	11
		ASTM D2974-87	AME	1
4039176009	DISPENSER 2	WI MOD GRO	PMS	11
		ASTM D2974-87	AME	1
4039176010	DISPENSER 3	WI MOD GRO	PMS	11
		ASTM D2974-87	AME	1
4039176011	PIPING 1	WI MOD GRO	PMS	11
		ASTM D2974-87	AME	1
4039176012	BUILDING 5'	WI MOD GRO	PMS	11
		ASTM D2974-87	AME	1
4039176013	METHANOL BLANK	WI MOD GRO	PMS	11

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: 0909-174-B STOUGHTON GRANT
Pace Project No.: 4039176

Sample: WEST TANK NORTH WALL Lab ID: 4039176001 Collected: 11/02/10 00:00 Received: 11/05/10 08:45 Matrix: Solid
Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.									
Benzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 11:12	71-43-2	W
Ethylbenzene	105	ug/kg	69.3	28.9	1	11/08/10 08:42	11/08/10 11:12	100-41-4	
Gasoline Range Organics	<2.9	mg/kg	2.9	2.9	1	11/08/10 08:42	11/08/10 11:12		
Methyl-tert-butyl ether	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 11:12	1634-04-4	W
Naphthalene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 11:12	91-20-3	W
Toluene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 11:12	108-88-3	W
1,2,4-Trimethylbenzene	31.9J	ug/kg	69.3	28.9	1	11/08/10 08:42	11/08/10 11:12	95-63-6	
1,3,5-Trimethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 11:12	108-67-8	W
m&p-Xylene	566	ug/kg	139	57.7	1	11/08/10 08:42	11/08/10 11:12	179601-23-1	
o-Xylene	232	ug/kg	69.3	28.9	1	11/08/10 08:42	11/08/10 11:12	95-47-6	
a,a,a-Trifluorotoluene (S)	104	%	80-120		1	11/08/10 08:42	11/08/10 11:12	98-08-8	
Percent Moisture Analytical Method: ASTM D2974-87									
Percent Moisture	13.4	%	0.10	0.10	1		11/17/10 07:42		

Sample: WEST TANK CENTER WALL Lab ID: 4039176002 Collected: 11/02/10 00:00 Received: 11/05/10 08:45 Matrix: Solid
Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.									
Benzene	<62.5	ug/kg	150	62.5	2.5	11/08/10 08:42	11/08/10 16:18	71-43-2	W
Ethylbenzene	1140	ug/kg	172	71.8	2.5	11/08/10 08:42	11/08/10 16:18	100-41-4	
Gasoline Range Organics	241	mg/kg	7.2	7.2	2.5	11/08/10 08:42	11/08/10 16:18		
Methyl-tert-butyl ether	<62.5	ug/kg	150	62.5	2.5	11/08/10 08:42	11/08/10 16:18	1634-04-4	W
Naphthalene	2600	ug/kg	172	71.8	2.5	11/08/10 08:42	11/08/10 16:18	91-20-3	B
Toluene	119J	ug/kg	172	71.8	2.5	11/08/10 08:42	11/08/10 16:18	108-88-3	
1,2,4-Trimethylbenzene	1600	ug/kg	172	71.8	2.5	11/08/10 08:42	11/08/10 16:18	95-63-6	
1,3,5-Trimethylbenzene	1490	ug/kg	172	71.8	2.5	11/08/10 08:42	11/08/10 16:18	108-67-8	
m&p-Xylene	1070	ug/kg	345	144	2.5	11/08/10 08:42	11/08/10 16:18	179601-23-1	
o-Xylene	453	ug/kg	172	71.8	2.5	11/08/10 08:42	11/08/10 16:18	95-47-6	
a,a,a-Trifluorotoluene (S)	119	%	80-120		2.5	11/08/10 08:42	11/08/10 16:18	98-08-8	
Percent Moisture Analytical Method: ASTM D2974-87									
Percent Moisture	13.0	%	0.10	0.10	1		11/17/10 07:43		

ANALYTICAL RESULTS

Project: 0909-174-B STOUGHTON GRANT
Pace Project No.: 4039176

Sample: WEST TANK SOUTH WALL Lab ID: 4039176003 Collected: 11/02/10 00:00 Received: 11/05/10 08:45 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.									
Benzene	<200	ug/kg	480	200	8	11/08/10 08:42	11/08/10 15:53	71-43-2	W
Ethylbenzene	2400	ug/kg	588	245	8	11/08/10 08:42	11/08/10 15:53	100-41-4	
Gasoline Range Organics	875	mg/kg	24.5	24.5	8	11/08/10 08:42	11/08/10 15:53		
Methyl-tert-butyl ether	<200	ug/kg	480	200	8	11/08/10 08:42	11/08/10 15:53	1634-04-4	W
Naphthalene	6300	ug/kg	588	245	8	11/08/10 08:42	11/08/10 15:53	91-20-3	B
Toluene	619	ug/kg	588	245	8	11/08/10 08:42	11/08/10 15:53	108-88-3	
1,2,4-Trimethylbenzene	3960	ug/kg	588	245	8	11/08/10 08:42	11/08/10 15:53	95-63-6	
1,3,5-Trimethylbenzene	4140	ug/kg	588	245	8	11/08/10 08:42	11/08/10 15:53	108-67-8	
m&p-Xylene	2810	ug/kg	1180	490	8	11/08/10 08:42	11/08/10 15:53	179601-23-1	
o-Xylene	1540	ug/kg	588	245	8	11/08/10 08:42	11/08/10 15:53	95-47-6	
a,a,a-Trifluorotoluene (S)	134	%	80-120		8	11/08/10 08:42	11/08/10 15:53	98-08-8	S7
Percent Moisture Analytical Method: ASTM D2974-87									
Percent Moisture	18.3	%	0.10	0.10	1		11/17/10 07:43		

Sample: CENTER TANK NORTH Lab ID: 4039176004 Collected: 11/02/10 00:00 Received: 11/05/10 08:45 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.									
Benzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 11:37	71-43-2	W
Ethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 11:37	100-41-4	W
Gasoline Range Organics	<2.9	mg/kg	2.9	2.9	1	11/08/10 08:42	11/08/10 11:37		
Methyl-tert-butyl ether	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 11:37	1634-04-4	W
Naphthalene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 11:37	91-20-3	W
Toluene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 11:37	108-88-3	W
1,2,4-Trimethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 11:37	95-63-6	W
1,3,5-Trimethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 11:37	108-67-8	W
m&p-Xylene	<50.0	ug/kg	120	50.0	1	11/08/10 08:42	11/08/10 11:37	179601-23-1	W
o-Xylene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 11:37	95-47-6	W
a,a,a-Trifluorotoluene (S)	105	%	80-120		1	11/08/10 08:42	11/08/10 11:37	98-08-8	
Percent Moisture Analytical Method: ASTM D2974-87									
Percent Moisture	12.6	%	0.10	0.10	1		11/17/10 07:43		

ANALYTICAL RESULTS

Project: 0909-174-B STOUGHTON GRANT
Pace Project No.: 4039176

Sample: CENTER AND EAST TANK SOUTH Lab ID: 4039176005 Collected: 11/02/10 00:00 Received: 11/05/10 08:45 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.									
Benzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 18:26	71-43-2	W
Ethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 18:26	100-41-4	W
Gasoline Range Organics	<2.9	mg/kg	2.9	2.9	1	11/08/10 08:42	11/08/10 18:26		
Methyl-tert-butyl ether	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 18:26	1634-04-4	W
Naphthalene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 18:26	91-20-3	W
Toluene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 18:26	108-88-3	W
1,2,4-Trimethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 18:26	95-63-6	W
1,3,5-Trimethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 18:26	108-67-8	W
m&p-Xylene	<50.0	ug/kg	120	50.0	1	11/08/10 08:42	11/08/10 18:26	179601-23-1	W
o-Xylene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 18:26	95-47-6	W
a,a,a-Trifluorotoluene (S)	106	%	80-120		1	11/08/10 08:42	11/08/10 18:26	98-08-8	
Percent Moisture Analytical Method: ASTM D2974-87									
Percent Moisture	14.0	%	0.10	0.10	1		11/17/10 07:43		

Sample: EAST TANK CENTER Lab ID: 4039176006 Collected: 11/02/10 00:00 Received: 11/05/10 08:45 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.									
Benzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 18:51	71-43-2	W
Ethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 18:51	100-41-4	W
Gasoline Range Organics	<3.0	mg/kg	3.0	3.0	1	11/08/10 08:42	11/08/10 18:51		
Methyl-tert-butyl ether	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 18:51	1634-04-4	W
Naphthalene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 18:51	91-20-3	W
Toluene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 18:51	108-88-3	W
1,2,4-Trimethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 18:51	95-63-6	W
1,3,5-Trimethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 18:51	108-67-8	W
m&p-Xylene	<50.0	ug/kg	120	50.0	1	11/08/10 08:42	11/08/10 18:51	179601-23-1	W
o-Xylene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 18:51	95-47-6	W
a,a,a-Trifluorotoluene (S)	106	%	80-120		1	11/08/10 08:42	11/08/10 18:51	98-08-8	
Percent Moisture Analytical Method: ASTM D2974-87									
Percent Moisture	17.9	%	0.10	0.10	1		11/17/10 07:43		

ANALYTICAL RESULTS

Project: 0909-174-B STOUGHTON GRANT
Pace Project No.: 4039176

Sample: EAST TANK NORTH Lab ID: 4039176007 Collected: 11/02/10 00:00 Received: 11/05/10 08:45 Matrix: Solid
Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.									
Benzene	<25.0 ug/kg		60.0	25.0	1	11/08/10 08:42	11/08/10 19:17	71-43-2	W
Ethylbenzene	<25.0 ug/kg		60.0	25.0	1	11/08/10 08:42	11/08/10 19:17	100-41-4	W
Gasoline Range Organics	<2.9 mg/kg		2.9	2.9	1	11/08/10 08:42	11/08/10 19:17		
Methyl-tert-butyl ether	<25.0 ug/kg		60.0	25.0	1	11/08/10 08:42	11/08/10 19:17	1634-04-4	W
Naphthalene	<25.0 ug/kg		60.0	25.0	1	11/08/10 08:42	11/08/10 19:17	91-20-3	W
Toluene	<25.0 ug/kg		60.0	25.0	1	11/08/10 08:42	11/08/10 19:17	108-88-3	W
1,2,4-Trimethylbenzene	<25.0 ug/kg		60.0	25.0	1	11/08/10 08:42	11/08/10 19:17	95-63-6	W
1,3,5-Trimethylbenzene	<25.0 ug/kg		60.0	25.0	1	11/08/10 08:42	11/08/10 19:17	108-67-8	W
m&p-Xylene	<50.0 ug/kg		120	50.0	1	11/08/10 08:42	11/08/10 19:17	179601-23-1	W
o-Xylene	<25.0 ug/kg		60.0	25.0	1	11/08/10 08:42	11/08/10 19:17	95-47-6	W
a,a,a-Trifluorotoluene (S)	105 %		80-120		1	11/08/10 08:42	11/08/10 19:17	98-08-8	
Percent Moisture Analytical Method: ASTM D2974-87									
Percent Moisture	14.3 %		0.10	0.10	1		11/17/10 07:43		

Sample: DISPENSER 1 Lab ID: 4039176008 Collected: 11/03/10 00:00 Received: 11/05/10 08:45 Matrix: Solid
Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.									
Benzene	<25.0 ug/kg		60.0	25.0	1	11/08/10 08:42	11/08/10 19:42	71-43-2	W
Ethylbenzene	<25.0 ug/kg		60.0	25.0	1	11/08/10 08:42	11/08/10 19:42	100-41-4	W
Gasoline Range Organics	<2.9 mg/kg		2.9	2.9	1	11/08/10 08:42	11/08/10 19:42		
Methyl-tert-butyl ether	<25.0 ug/kg		60.0	25.0	1	11/08/10 08:42	11/08/10 19:42	1634-04-4	W
Naphthalene	<25.0 ug/kg		60.0	25.0	1	11/08/10 08:42	11/08/10 19:42	91-20-3	W
Toluene	<25.0 ug/kg		60.0	25.0	1	11/08/10 08:42	11/08/10 19:42	108-88-3	W
1,2,4-Trimethylbenzene	<25.0 ug/kg		60.0	25.0	1	11/08/10 08:42	11/08/10 19:42	95-63-6	W
1,3,5-Trimethylbenzene	<25.0 ug/kg		60.0	25.0	1	11/08/10 08:42	11/08/10 19:42	108-67-8	W
m&p-Xylene	<50.0 ug/kg		120	50.0	1	11/08/10 08:42	11/08/10 19:42	179601-23-1	W
o-Xylene	<25.0 ug/kg		60.0	25.0	1	11/08/10 08:42	11/08/10 19:42	95-47-6	W
a,a,a-Trifluorotoluene (S)	107 %		80-120		1	11/08/10 08:42	11/08/10 19:42	98-08-8	
Percent Moisture Analytical Method: ASTM D2974-87									
Percent Moisture	15.1 %		0.10	0.10	1		11/17/10 07:43		

ANALYTICAL RESULTS

Project: 0909-174-B STOUGHTON GRANT
Pace Project No.: 4039176

Sample: DISPENSER 2 Lab ID: 4039176009 Collected: 11/03/10 00:00 Received: 11/05/10 08:45 Matrix: Solid
Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.									
Benzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 13:45	71-43-2	W
Ethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 13:45	100-41-4	W
Gasoline Range Organics	<3.0	mg/kg	3.0	3.0	1	11/08/10 08:42	11/08/10 13:45		
Methyl-tert-butyl ether	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 13:45	1634-04-4	W
Naphthalene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 13:45	91-20-3	W
Toluene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 13:45	108-88-3	W
1,2,4-Trimethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 13:45	95-63-6	W
1,3,5-Trimethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 13:45	108-67-8	W
m&p-Xylene	<50.0	ug/kg	120	50.0	1	11/08/10 08:42	11/08/10 13:45	179601-23-1	W
o-Xylene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 13:45	95-47-6	W
a,a,a-Trifluorotoluene (S)	104	%	80-120		1	11/08/10 08:42	11/08/10 13:45	98-08-8	
Percent Moisture Analytical Method: ASTM D2974-87									
Percent Moisture	17.0	%	0.10	0.10	1		11/17/10 07:43		

Sample: DISPENSER 3 Lab ID: 4039176010 Collected: 11/03/10 00:00 Received: 11/05/10 08:45 Matrix: Solid
Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.									
Benzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 14:11	71-43-2	W
Ethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 14:11	100-41-4	W
Gasoline Range Organics	<2.9	mg/kg	2.9	2.9	1	11/08/10 08:42	11/08/10 14:11		
Methyl-tert-butyl ether	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 14:11	1634-04-4	W
Naphthalene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 14:11	91-20-3	W
Toluene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 14:11	108-88-3	W
1,2,4-Trimethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 14:11	95-63-6	W
1,3,5-Trimethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 14:11	108-67-8	W
m&p-Xylene	<50.0	ug/kg	120	50.0	1	11/08/10 08:42	11/08/10 14:11	179601-23-1	W
o-Xylene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 14:11	95-47-6	W
a,a,a-Trifluorotoluene (S)	107	%	80-120		1	11/08/10 08:42	11/08/10 14:11	98-08-8	
Percent Moisture Analytical Method: ASTM D2974-87									
Percent Moisture	13.6	%	0.10	0.10	1		11/17/10 07:43		

ANALYTICAL RESULTS

Project: 0909-174-B STOUGHTON GRANT
Pace Project No.: 4039176

Sample: PIPING 1 Lab ID: 4039176011 Collected: 11/03/10 00:00 Received: 11/05/10 08:45 Matrix: Solid
Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.									
Benzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 14:36	71-43-2	W
Ethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 14:36	100-41-4	W
Gasoline Range Organics	<3.0	mg/kg	3.0	3.0	1	11/08/10 08:42	11/08/10 14:36		
Methyl-tert-butyl ether	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 14:36	1634-04-4	W
Naphthalene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 14:36	91-20-3	W
Toluene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 14:36	108-88-3	W
1,2,4-Trimethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 14:36	95-63-6	W
1,3,5-Trimethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 14:36	108-67-8	W
m&p-Xylene	<50.0	ug/kg	120	50.0	1	11/08/10 08:42	11/08/10 14:36	179601-23-1	W
o-Xylene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 14:36	95-47-6	W
a,a,a-Trifluorotoluene (S)	107	%	80-120		1	11/08/10 08:42	11/08/10 14:36	98-08-8	
Percent Moisture Analytical Method: ASTM D2974-87									
Percent Moisture	16.4	%	0.10	0.10	1		11/17/10 07:43		

Sample: BUILDING 5' Lab ID: 4039176012 Collected: 11/02/10 00:00 Received: 11/05/10 08:45 Matrix: Solid
Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.									
Benzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 20:08	71-43-2	W
Ethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 20:08	100-41-4	W
Gasoline Range Organics	<3.0	mg/kg	3.0	3.0	1	11/08/10 08:42	11/08/10 20:08		
Methyl-tert-butyl ether	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 20:08	1634-04-4	W
Naphthalene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 20:08	91-20-3	W
Toluene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 20:08	108-88-3	W
1,2,4-Trimethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 20:08	95-63-6	W
1,3,5-Trimethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 20:08	108-67-8	W
m&p-Xylene	<50.0	ug/kg	120	50.0	1	11/08/10 08:42	11/08/10 20:08	179601-23-1	W
o-Xylene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 20:08	95-47-6	W
a,a,a-Trifluorotoluene (S)	107	%	80-120		1	11/08/10 08:42	11/08/10 20:08	98-08-8	
Percent Moisture Analytical Method: ASTM D2974-87									
Percent Moisture	17.4	%	0.10	0.10	1		11/17/10 07:43		

Date: 11/17/2010 10:49 AM

REPORT OF LABORATORY ANALYSIS

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G10

ANALYTICAL RESULTS

Project: 0909-174-B STOUGHTON GRANT

Pace Project No.: 4039176

Sample: METHANOL BLANK Lab ID: 4039176013 Collected: 11/03/10 00:00 Received: 11/05/10 08:45 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.									
Benzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 15:02	71-43-2	W
Ethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 15:02	100-41-4	W
Gasoline Range Organics	<2.5	mg/kg	2.5	2.5	1	11/08/10 08:42	11/08/10 15:02		
Methyl-tert-butyl ether	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 15:02	1634-04-4	W
Naphthalene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 15:02	91-20-3	W
Toluene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 15:02	108-88-3	W
1,2,4-Trimethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 15:02	95-63-6	W
1,3,5-Trimethylbenzene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 15:02	108-67-8	W
m&p-Xylene	<50.0	ug/kg	120	50.0	1	11/08/10 08:42	11/08/10 15:02	179601-23-1	W
o-Xylene	<25.0	ug/kg	60.0	25.0	1	11/08/10 08:42	11/08/10 15:02	95-47-6	W
a,a,a-Trifluorotoluene (S)	106	%	80-120		1	11/08/10 08:42	11/08/10 15:02	98-08-8	

QUALITY CONTROL DATA

Project: 0909-174-B STOUGHTON GRANT
Pace Project No.: 4039176

QC Batch: GCV/5855 Analysis Method: WI MOD GRO
QC Batch Method: TPH GRO/PVOC WI ext. Analysis Description: WIGRO Solid GCV
Associated Lab Samples: 4039176001, 4039176002, 4039176003, 4039176004, 4039176005, 4039176006, 4039176007, 4039176008, 4039176009, 4039176010, 4039176011, 4039176012, 4039176013

METHOD BLANK: 381113

Matrix: Solid

Associated Lab Samples: 4039176001, 4039176002, 4039176003, 4039176004, 4039176005, 4039176006, 4039176007, 4039176008, 4039176009, 4039176010, 4039176011, 4039176012, 4039176013

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
1,2,4-Trimethylbenzene	ug/kg	<25.0	60.0	11/08/10 09:30	
1,3,5-Trimethylbenzene	ug/kg	<25.0	60.0	11/08/10 09:30	
Benzene	ug/kg	<25.0	60.0	11/08/10 09:30	
Ethylbenzene	ug/kg	<25.0	60.0	11/08/10 09:30	
Gasoline Range Organics	mg/kg	<2.5	2.5	11/08/10 09:30	
m&p-Xylene	ug/kg	<50.0	120	11/08/10 09:30	
Methyl-tert-butyl ether	ug/kg	<25.0	60.0	11/08/10 09:30	
Naphthalene	ug/kg	<25.0	60.0	11/08/10 09:30	
o-Xylene	ug/kg	<25.0	60.0	11/08/10 09:30	
Toluene	ug/kg	<25.0	60.0	11/08/10 09:30	
a,a,a-Trifluorotoluene (S)	%	106	80-120	11/08/10 09:30	

LABORATORY CONTROL SAMPLE & LCSD: 381114

381115

Parameter	Units	Spike Conc.	LCS Result	LCSD Result	LCS % Rec	LCSD % Rec	% Rec Limits	RPD	Max RPD	Qualifiers
1,2,4-Trimethylbenzene	ug/kg	1000	1030	1010	103	101	80-120	1	20	
1,3,5-Trimethylbenzene	ug/kg	1000	1020	1010	102	101	80-120	1	20	
Benzene	ug/kg	1000	987	964	99	96	80-120	2	20	
Ethylbenzene	ug/kg	1000	1010	998	101	100	80-120	2	20	
Gasoline Range Organics	mg/kg	10	10.8	11.0	108	110	80-120	2	20	
m&p-Xylene	ug/kg	2000	2040	2000	102	100	80-120	2	20	
Methyl-tert-butyl ether	ug/kg	1000	969	1000	97	100	80-120	3	20	
Naphthalene	ug/kg	1000	1060	1100	106	110	80-120	4	20	
o-Xylene	ug/kg	1000	1010	993	101	99	80-120	1	20	
Toluene	ug/kg	1000	1000	980	100	98	80-120	2	20	
a,a,a-Trifluorotoluene (S)	%				106	105	80-120			

QUALITY CONTROL DATA

Project: 0909-174-B STOUGHTON GRANT
Pace Project No.: 4039176

QC Batch:	PMST/4877	Analysis Method:	ASTM D2974-87
QC Batch Method:	ASTM D2974-87	Analysis Description:	Dry Weight/Percent Moisture
Associated Lab Samples:	4039176001, 4039176002, 4039176003, 4039176004, 4039176005, 4039176006, 4039176007, 4039176008, 4039176009, 4039176010, 4039176011, 4039176012		

SAMPLE DUPLICATE: 384875

Parameter	Units	4039176004 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	12.6	12.6	.5	10	

QUALIFIERS

Project: 0909-174-B STOUGHTON GRANT
Pace Project No.: 4039176

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to changes in sample preparation, dilution of the sample aliquot, or moisture content.

ND - Not Detected at or above adjusted reporting limit.

J - Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit.

MDL - Adjusted Method Detection Limit.

S - Surrogate

1,2-Diphenylhydrazine (8270 listed analyte) decomposes to Azobenzene.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Pace Analytical is NELAP accredited. Contact your Pace PM for the current list of accredited analytes.

ANALYTE QUALIFIERS

B	Analyte was detected in the associated method blank.
S7	Surrogate recovery outside control limits (not confirmed by re-analysis).
W	Non-detect results are reported on a wet weight basis.



CHAIN-OF-CUSTODY / Analytical Request Document

4039176

The Chain-of-Custody is a LEGAL DOCUMENT. All relevant fields must be completed accurately.

Section A

Required Client Information:

Company: GENERAL ENGINEERING COMPANY

Address: 916 SILVER LAKE DRIVE

PORTAGE, WI 53901

Email To: lbradley@generalengineering.net

Phone: 608-742-2169

Fax: 608-742-2592

Requested Due Date/TAT:

Section B

Required Project Information:

Report To: LYNN BRADLEY

Copy To:

Purchase Order No.:

Project Name: STOUGHTON GRANT

Project Number: 0909-174-B

Section C

Invoice Information:

Attention: LYNN BRADLEY

Company Name: GENERAL ENGINEERING COMPANY

Address: 916 SILVER LAKE DRIVE, PORTAGE, WI 53901

Pace Quote Reference:

Pace Project Manager:

Pace Profile #:

Page: of

REGULATORY AGENCY

☐ NPDES ☐ GROUND WATER ☐ DRINKING WATER

☐ UST ☐ RCRA ☐ OTHER

SITE LOCATION ☐ GA ☐ IL ☐ IN ☐ MI ☐ C

☐ OH ☐ SC ☐ WI ☐ OTHER

Filtered (Y/N)

Requested
Analysis

GROUP VCC AND NACH
K-SOLID

Residual Chlorine (Y/N)

Pace Project
Number
Lab I.D.

Section D

Required Client Information

SAMPLE ID

Character per box.

One

Samples IDs

MUST BE UNIQUE

Valid Matrix Codes

MATRIX
DRINKING WATER
WASTE WATER
PRODUCT
SOLUBILIZED
OIL
VOC
AIR
OTHER
TISUE

CODE

DW
WW
VW
PR
SL
OI
AR
OT
TS

COLLECTED

SAMPLE TEMP AT
COLLECTION

#OF CONTAINERS

Preservatives

Unpreserved

H₂SO₄

HNO₃

HCl

NaOH

Na₂SO₃

Methanol

Other

COMPOSITE START COMPOSITE END/DRAW

DATE

TIME

DATE

TIME

1 WEST TANK NORTH WALL

S

G

11/2/10

PM

2

1

1

X

X

001 1-4039176

2 WEST TANK CENTER WALL

S

G

11/2/10

PM

2

1

1

X

X

002

3 WEST TANK SOUTH WALL

S

G

11/2/2010

PM

2

1

1

X

X

003

4 CENTER TANK NORTH

S

G

11/2/2010

PM

2

1

1

X

X

004

5 CENTER AND EAST TANK SOUTH

S

G

11/2/2010

PM

2

1

1

X

X

005

6 EAST TANK CENTER

S

G

11/2/2010

PM

2

1

1

X

X

006

7 EAST TANK NORTH

S

G

11/2/2010

PM

2

1

1

X

X

007

8 DISPENSER 1

S

G

11/3/2010

AM

2

1

1

X

X

008

9 DISPENSER 2

S

G

11/3/2010

AM

2

1

1

X

X

009

10 DISPENSER 3

S

G

11/3/2010

AM

2

1

1

X

X

010

11 PIPING 1

S

G

11/3/2010

AM

2

1

1

X

X

011

12 BUILDING 5'

S

G

11/2/2010

AM

2

1

1

X

X

012

13 METHANOL BLANK

11/3/2010

AM

1

1

X

013

Additional Comments:

RELINQUISHED BY / AFFILIATION

DATE

TIME

ACCEPTED BY / AFFILIATION

DATE

TIME

SAMPLE CONDITIONS

Lynn Bradley 11/4/10
Walter 11/5/10 8:41

Anna 11/4/10 1:32
Z. Bukala-Pag 11/5/10 8:41

11/4/10 1:32
11/5/10 8:41

Y/N Y/N Y/N
Y/N Y/N Y/N
Y/N Y/N Y/N

SAMPLER NAME AND SIGNATURE

PRINT Name of SAMPLER:

Lynn Bradley

SIGNATURE of SAMPLER:

DATE Signed (MM/DD/YY)

Temp in °C

Received on Ice

Custody Sealed Cooler

Samples Intact



Sample Condition Upon Receipt

Client Name: General Eng Project # 4039176

Courier: ☐ Fed Ex ☐ UPS ☐ USPS ☐ Client ☒ Commercial ☐ Pace Other _____

Tracking #: _____

Custody Seal on Cooler/Box Present: ☐ yes ☒ no Seals intact: ☐ yes ☐ no

Custody Seal on Samples Present: ☐ yes ☒ no Seals intact: ☐ yes ☐ no

Packing Material: ☐ Bubble Wrap ☒ Bubble Bags ☐ None ☒ Other

Thermometer Used NA

Type of Ice: ☒ Wet ☐ Blue ☐ Dry ☐ None

☒ Samples on ice, cooling process has begun

Cooler Temperature 100

Biological Tissue Is Frozen: ☐ yes ☐ no

Temp Blank Present: ☐ yes ☒ no

Temp should be above freezing to 6°C for all sample except Biota.

Biota Samples should be received ≤ 0°C.

Comments:

Person examining contents:

Date: 11/5/10

Initials: _____

Chain of Custody Present:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	1.
Chain of Custody Filled Out:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	2.
Chain of Custody Relinquished:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	3.
Sampler Name & Signature on COC:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	4.
Samples Arrived within Hold Time:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	5.
Short Hold Time Analysis (<72hr):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	6.
Rush Turn Around Time Requested:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	7.
Sufficient Volume:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	8.
Correct Containers Used:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	9.
-Pace Containers Used:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Containers Intact:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	10.
Filtered volume received for Dissolved tests	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	11.
Sample Labels match COC:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	12.
-Includes date/time/ID/Analysis Matrix: <u>S</u>		
All containers needing preservation have been checked.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	13.
All containers needing preservation are found to be in compliance with EPA recommendation.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
exceptions: VOA, coliform, TOC, O&G, WI-DRO (water)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Initial when completed
		Lot # of added preservative
Samples checked for dechlorination:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	14.
Headspace in VOA Vials (>6mm):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	15.
Trip Blank Present:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	16.
Trip Blank Custody Seals Present	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Pace Trip Blank Lot # (if purchased):		

Client Notification/ Resolution:

Field Data Required?

Y / N

Person Contacted: _____ Date/Time: _____

Comments/ Resolution: _____

Project Manager Review: _____

Date: 11-5-10

Note: Whenever there is a discrepancy affecting North Carolina compliance samples, a copy of this form will be sent to the North Carolina DEHNR Certification Office (i.e. out of hold, incorrect preservative, out of temp, incorrect containers)

APPENDIX H
PHOTOGRAPHS

SITE PHOTOGRAPHS



Photo 1: Photograph of the South Side of the Building, Pump island and Canopy.



Photo 2: Photograph of the Southwestern Portion of the Building

SITE PHOTOGRAPHS



Photo 3: Photograph of the Underground Storage Tank Vent Pipes Located on the Northwestern Portion of the Property.



Photo 4: Photograph of the Bent Fill Pipe Covers Located on the Northwestern Portion of the Property.

SITE PHOTOGRAPHS



Photo 5: Photograph of the southeastern portion of the property, viewing east towards adjacent gasoline service station.



Photo 6: Photograph of the Demolition of the Canopy.

SITE PHOTOGRAPHS



Photo 7: Photograph of the Demolition of the Building.



Photo 8: Photograph of the Underground Storage Tank Excavation.

SITE PHOTOGRAPHS



Photo 9: Photograph of the Southeastern Portion of the Subject Site, Viewing Northwest Over Site After Demolition and Site Assessment Activities.



Photo 10: Photograph of the Southwestern Portion of the Subject Site, Viewing Northeast After Demolition and Site Assessment Activities.

SITE PHOTOGRAPHS



Photo 11: Photograph of the Southwestern Portion of the Subject Site, Viewing North Towards the Former UST Area, After Demolition and Site



Photo 12: Photograph of the Southeastern Portion of the Subject Site, Viewing West, as Erosion Mat is Placed.

H6

APPENDIX I
UNDERGROUND STORAGE TANK REMOVAL

**Complete One Form for
Each System Service Event**

**TANK SYSTEM SERVICE AND CLOSURE
ASSESSMENT REPORT**

RETURN COMPLETED CHECKLIST TO:

The information you provide may be used
for secondary purposes
[Privacy Law, s.15.04 (1) (m), Wis. Stats.]

CHECK ONE:
☒ **UNDERGROUND**
☐ **ABOVEGROUND**

FOR PORTIONS OF THE FORM THAT
DO NOT APPLY, CHECK THE 'N/A' BOX

Wisconsin Department of Commerce
ERS Division
Bureau of Petroleum Products and
Tanks
P.O. Box 7837
Madison, WI 53707-7837

Part A - To be completed by contractor performing repair or closure

A. TYPE OF SERVICE ☒ CLOSURE ☐ REPAIR/UPGRADE ☐ CHANGE-IN-SERVICE

Indicate portion of system being serviced if a repair, upgrade or change-in-service is being performed

☒ Remote fill ☒ Tank ☒ Piping ☐ Transition/containment sump ☐ Spill bucket ☒ Dispenser

B. IDENTIFICATION (Please Print)

1. Facility Name Marathon #2068	2. Owner Name Petrol Properties (City of Stoughton) New owner
Facility Street Address (not P.O. Box) 314 W. Main St	3. Contact Name Owner
Municipality Stoughton	Mailing Address 381 E Main St
<input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town of: Stoughton	Post Office Stoughton State WI Zip Code 53589
Zip Code 53589	County DANE
4. Primary Service Contractor Section A above Schaper Excavating & Petroleum	Service Contractor Street Address W11435 Highway Rd
Service Contractor Telephone No. (include area code) (608) 742-4686	Service Contractor City, State, Zip Code Portage, WI 53901

C. TANK SYSTEM DETAIL (Complete for all service activities)

a	b	c	d	e	f	g	h
Tank ID #	Type of Closure ¹	Tank Material of Construction	Piping Material of Construction	Tank Capacity (gallons)	Contents ²	Release - System Integrity Compromised (e.g. holes, cracks, loose connection, etc)?	If "Yes" to "g", Then Specify Source & Cause of Release ³
78135	P	Coated Steel	Fiberglass	8,000	UG	<input type="checkbox"/> Y <input type="checkbox"/> N	Source of Release ³ Cause of Release ⁴
277865	P	Coated Steel	Fiberglass	8,000	UG	<input type="checkbox"/> Y <input type="checkbox"/> N	
17864	P	Coated Steel	Fiberglass	8,000	UG	<input type="checkbox"/> Y <input type="checkbox"/> N	
						<input type="checkbox"/> Y <input type="checkbox"/> N	
						<input type="checkbox"/> Y <input type="checkbox"/> N	
						<input type="checkbox"/> Y <input type="checkbox"/> N	

1. Indicate type of closure: P = Permanent, TOS = Temporarily Out-of-Service, CIP = Closure In-Place

2. Indicate type of product: DL = Diesel, LG = Leaded Gasoline, UG = Unleaded Gasoline, FO = Fuel Oil, GH = Gasohol, AF = Aviation Fuel, K = Kerosene, PX = Premix, WO = Waste/Used Motor Oil, FCHZW = Flammable/Combustible Hazardous Waste, OC = Other Chemical (indicate the chemical name(s))

CAS number(s):

3. Source of release: T = tank, P = piping, D = dispenser, STP = submersible turbine pump, DP = delivery problem, O = other

4. Cause of release: S = spill, O = overflow, POMD = physical or mechanical damage, C = corrosion, IP = installation problem, O = other

5. Has release been reported to the Department of Natural Resources? ☐ Yes ☐ No ☐ Release not evident at this time

D. CLOSURES (Check applicable box at right in response to all statements in section D)

Written notification was provided to the local agent 15 days in advance of closure date. ☒ Y ☐ N

All local permits were obtained before beginning closure. ☒ Y ☐ N ☐ NA

☒ UST Form ERS-7437 or ☐ AST Form ERS-8731 filed by owner with the Dept. of Commerce indicating closure. ☒ Y ☐ N ☐ NA

NOTE: TANK INVENTORY FORM ERS-7437 or ERS-8731 SIGNED BY THE OWNER MUST BE SUBMITTED WITH EACH CLOSURE or CHANGE-IN-SERVICE CHECKLIST

D.1 ☐ TEMPORARILY OUT-OF-SERVICE

1. Product removed.

a. Product lines drained into tank (or other container) and liquid removed, and

b. All product removed to bottom of suction line, OR

c. All product removed to within 1" of bottom.

2. Fill pipe, gauge pipe, tank truck vapor recovery fittings, and vapor return lines capped.

3. All product lines at the islands or pumps located elsewhere are removed and capped, OR

Remover Verified	Inspector Verified	NA
<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>

4. Dispensers/pumps left in place but locked and power disconnected.	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
5. Vent lines left open.	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
6. Inventory form filed indicating temporarily out-of-service (TOS) closure.	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>

D.2. ☒ CLOSURE BY REMOVAL OR IN-PLACE

1. General Requirements

a. Product from piping drained into tank (or other container).	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
b. Piping disconnected from tank and removed.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
c. All liquid and residue removed from tank using explosion-proof pumps or hand pumps.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
d. All pump motors and suction hoses bonded to tank or otherwise grounded.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
e. Fill pipes, gauge pipes, vapor recovery connections, submersible pumps and other fixtures removed.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
f. Vent lines left connected until tanks purged.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
g. Tank openings temporarily plugged so vapors exit through vent.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
h. Tank atmosphere reduced to 10% of the lower flammable range (LEL) - see Section E.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>

2. Specific Closure-by-Removal Requirements

a. Tank removed from excavation after PURGING/INERTING ; placed on level ground and blocked to prevent movement.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
b. Tank cleaned before being removed from site.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
c. Tank labeled in 2" high letters after removal but before being moved from site.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
NOTE: COMPLETE TANK LABELING SHOULD INCLUDE WARNING AGAINST REUSE; FORMER CONTENTS; VAPOR STATE; VAPOR FREEING TREATMENT; DATE.			
d. Tank vent hole (1/8" in uppermost part of tank) installed prior to moving the tank from site.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
e. Site security is provided while the excavation is open.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>

3. Specific Closure-In-Place Requirements

NOTE: CLOSURES IN-PLACE ARE ONLY ALLOWED WITH THE PRIOR WRITTEN APPROVAL OF THE DEPARTMENT OF COMMERCE OR LOCAL AGENT.

a. Tank properly cleaned to remove all sludge and residue.	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
b. Solid inert material (sand, cyclone boiler slag, or pea gravel recommended) introduced and tank filled.	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
c. Vent line disconnected or removed.	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>
d. Inventory form filed by owner with the Department of Commerce indicating closure in-place.	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/>

E. REPAIR, UPGRADE OR CHANGE-IN-SERVICE

Written notification was provided to the local agent 15 days in advance of service date.

All local permits were obtained before beginning service.

Form ERS-7437 or ☐ ERS-8731 filed by owner with the Department of Commerce indicating change-in-service.

<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NA
<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NA
<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> NA

F. METHOD OF VAPOR FREEING OF TANK

<input checked="" type="checkbox"/> Displacement of vapors by eductor or diffused air blower.
Eductor driven by compressed air, bonded and drop tube left in place; vapors discharged minimum of 12 feet above ground.
Diffused air blower bonded and drop tube removed. Air pressure not exceeding 5 psig.
<input type="checkbox"/> Inert gas using dry ice or liquid carbon dioxide.
<input type="checkbox"/> Inert gas using CO ₂ or N ₂ NOTE: INERT GASSES PRODUCE AN OXYGEN DEFICIENT ATMOSPHERE. LEL METERS MAY NOT FUNCTION ACCURATELY. THE TANK MAY NOT BE ENTERED IN THIS STATE WITHOUT SPECIAL EQUIPMENT.
Gas introduced through a single opening at a point near the bottom of the tank at the end of the tank opposite the vent.
Gas introduced under low pressure not to exceed 5 psig to reduce static electricity. Gas introducing device grounded.
<input checked="" type="checkbox"/> Readings of 10% or less of the lower flammable range (LEL) or 0% oxygen obtained before removing tank from ground.
<input checked="" type="checkbox"/> Tank atmosphere monitored for flammable or combustible vapor levels prior to and during cleaning and cutting.
<input checked="" type="checkbox"/> Calibrate combustible gas indicator and/or oxygen meter prior to use. Drop tube removed prior to checking atmosphere. Tank space monitored at bottom, middle and upper portion of tank.

G. REMOVER/CLEANER INFORMATION

<u>Richard V Schaper</u>	<u>Richard Schaper</u>	<u>929000</u>	<u>11/2/10</u>
Remover/Cleaner Name (print)	Remover/Cleaner Signature	Certification No.	Date Signed
I attest that the procedures and information which I have provided as the tank closure contractor are correct and comply with Comm 10.			
Company expected to perform soil contamination assessment		<u>General Engineering</u>	

H. INSPECTOR INFORMATION

Inspector Name (print)	Inspector Signature	Inspector Cert #	LPO Agency #:
FDID # For Location Where Inspection Performed	Inspector Telephone Number	Date Signed	

I 2

File #:
Reg Obj #:

UNDERGROUND FLAMMABLE/COMBUSTIBLE/HAZARDOUS LIQUID STORAGE TANK REGISTRATION

Information Required By Section 101.142, Wis. Stats.

Send Completed Form To:
Department of Commerce
Bureau of Petroleum Products and
Tanks
P.O. Box 7837
Madison, WI 53707-7837

Underground tanks in Wisconsin that have stored or currently store petroleum or regulated substances must be registered. A separate form is needed for each tank. Send each completed form to the agency designated in the top right corner. Have you previously registered this tank by submitting a form? ☒ Yes ☐ No If yes, are you correcting/updating information only? ☒ Yes ☐ No
Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04 (1)(m)].

This registration applies to a tank status that is (check one):

- | | | |
|--|---|--|
| <input type="checkbox"/> In Use | <input checked="" type="checkbox"/> Closed - Tank Removed | <input type="checkbox"/> Ownership Change (Indicate new owner name in block 2) |
| <input type="checkbox"/> Newly Installed | <input type="checkbox"/> Closed - Filled with Inert Materials | |
| <input type="checkbox"/> Abandoned with Product | <input type="checkbox"/> Abandon with Water | |
| <input type="checkbox"/> Abandoned without Product (empty) | <input type="checkbox"/> Temporarily Out of Service - Provide Date: _____ | |

Fire Department providing fire coverage where tank is located

☒ City ☐ Village
☐ Town of:
1324 Stoughton

A. IDENTIFICATION (Please Print)

1. Tank Site Name

Maration #2068

☒ City ☐ Village ☐ Town of:

Stoughton

Site Street Address

314 W Main St

Site Telephone Number

(608) 873-6619

State
WISCONSIN

Zip Code
53589

County
Dane

2. Tank Owner Name

Petrol Properties LLC City of Stoughton (new owner)

☒ City ☐ Village ☐ Town of:

Stoughton

Mailing Address

381 E Main St

Telephone Number

(608) 873-6619

State
WISCONSIN

Zip Code
53589

County
Dane

3. Previous Site Name

Previous site address if different than #1

B. Site ID #: 277864

Facility ID #: 75760

Customer ID #: 875194

C. Tank Capacity (gallons): 8000

Tank Age (age or date installed): 8/1/85

Vehicle fueling: ☒ Yes ☐ No

D. LAND OWNER TYPE (check one) Refer to back

☐ County ☐ State ☐ Federal Leased ☐ Federal Owned ☐ Tribal Nation ☐ Municipal ☐ Other Government ☒ Private

E. OCCUPANCY TYPE (check one) Refer to back

☒ Retail Fuel Sales ☐ Bulk Storage ☐ Terminal Storage ☐ Mercantile/Commercial ☐ Industrial ☐ Residential ☐ School
☐ Agricultural (crop or livestock production) ☐ Backup or Emergency Generator ☐ Gov't Fleet ☐ Utility ☐ Other (specify):

F. Tank Construction:

☐ Bare Steel ☒ Coated Steel ☐ Stainless steel ☐ Steel - Fiberglass Reinforced Plastic Composite
☐ Fiberglass ☐ Unknown ☐ Other (specify): _____ ☐ Lined (date): _____

Overfill Protection? ☒ Yes ☐ No

Spill Containment? ☒ Yes ☐ No

G. Tank Cathodic Protection:

☒ Sacrificial Anodes ☐ Impressed Current ☐ N/A

Tank Double Walled? ☐ Yes ☐ No

H. Primary Tank Leak Detection Method:

☐ Automatic tank gauging ☐ Interstitial monitoring ☐ Inventory control and tightness testing ☐ Groundwater monitoring ☐ Vapor monitoring
☐ Manual tank gauging (only for tanks of 1,000 gallons or less) ☒ Statistical Inventory Reconciliation (SIR) ☐ Unknown

I. Piping Construction:

☐ Bare Steel ☐ Coated Steel ☐ Stainless Steel ☒ Fiberglass ☐ Flexible ☐ Copper ☐ Unknown ☐ NA ☐ Other

J. Piping Cathodic Protection:

☐ Sacrificial Anodes ☐ Impressed Current ☒ N/A

Pipe Double Walled? ☐ Yes ☒ No

K. Primary Piping System Type:

☐ Pressurized piping with ☒ A. ☐ auto shutoff; B. ☐ alarm, or C. ☐ flow restrictor ☐ Unknown
☐ Suction piping with check valve at tank ☐ Suction piping with check valve at pump and inspectable ☐ Not needed if waste oil

L. Piping Leak Detection Method: (used if pressurized or check valve at tank):

☒ SIR ☐ Tightness testing ☐ Electronic line leak monitor
☐ Groundwater monitoring ☐ Vapor monitoring ☐ Interstitial monitoring ☐ Not required ☐ Unknown

M. Vapor Recovery/Stage II

☐ Fiberglass ☐ Flexible ☐ Other (specify):

☐ Operational - Provide Date (mo./day/yr.):

CARB #:

N. TANK CONTENTS (Current, or previous product (if tank now empty))

☐ Diesel ☐ Leaded ☒ Unleaded ☐ Gasohol ☐ Aviation ☐ Premix ☐ Fuel Oil ☐ Kerosene
☐ Empty* ☐ Sand/Gravel/Slurry* ☐ Waste/Used Motor Oil ☐ Hazardous Waste* ☐ Unknown*

☐ New Motor Oil ☐ Chemical* Name

CAS #:

☐ Other (specify):

*NOT PECFA eligible.

Geo Latitude:

Geo Longitude:

O. If Tank Closed, Abandoned or Out of Service

Give date (mo./day/yr.): 11/2/10

Has a site assessment been completed? (see reverse side for details)

☒ Yes ☐ No

Owner Name (please print):

Donna L Olson Mayor, City of Stoughton

Owner Signature (Note: By signing, signer is accepting legal and financial responsibility for the storage tank system)

Date

11/2/10

File #:
Reg Obj #:

UNDERGROUND FLAMMABLE/COMBUSTIBLE/HAZARDOUS LIQUID STORAGE TANK REGISTRATION

Information Required By Section 101.142, Wis. Stats.

Send Completed Form To:
Department of Commerce
Bureau of Petroleum Products and
Tanks
P.O. Box 7837
Madison, WI 53707-7837

Underground tanks in Wisconsin that have stored or currently store petroleum or regulated substances must be registered. A separate form is needed for each tank. Send each completed form to the agency designated in the top right corner. Have you previously registered this tank by submitting a form? ☒ Yes ☐ No If yes, are you correcting/updating information only? ☒ Yes ☐ No
Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04 (1)(m)].

This registration applies to a tank status that is (check one)		Fire Department providing fire coverage where tank is located:
<input type="checkbox"/> In Use	<input checked="" type="checkbox"/> Closed - Tank Removed	<input checked="" type="checkbox"/> City <input type="checkbox"/> Village
<input type="checkbox"/> Newly Installed	<input type="checkbox"/> Closed - Filled with Inert Materials	<input type="checkbox"/> Town of:
<input type="checkbox"/> Abandoned with Product	<input type="checkbox"/> Abandon with Water	1324 Stoughton
<input type="checkbox"/> Abandoned without Product (empty)	<input type="checkbox"/> Temporarily Out of Service - Provide Date: _____	
<input type="checkbox"/> Ownership Change (Indicate new owner name in block 2)		

A. IDENTIFICATION (Please Print)		Site Street Address		Site Telephone Number	
1. Tank Site Name		314 W Main St		(608) 873-6619	
Maration #2068		State		Zip Code	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town of:		WISCONSIN		53589	
Stoughton				County	
2. Tank Owner Name		Mailing Address		Telephone Number	
Petrol Properties LLC City of Stoughton (new owner)		381 E Main St		(608) 873-6619	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town of:		State		Zip Code	
Stoughton		WISCONSIN		53589	
3. Previous Site Name		Previous site address if different than #1		County	
				Dane	

B. Site ID #: 277865	Facility ID #: 75760	Customer ID #: 875194
C. Tank Capacity (gallons): 8000	Tank Age (age or date installed): 8/1/85	Vehicle fueling: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

D. LAND OWNER TYPE (check one) Refer to back	
<input type="checkbox"/> County <input type="checkbox"/> State <input type="checkbox"/> Federal Leased <input type="checkbox"/> Federal Owned <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Municipal <input type="checkbox"/> Other Government <input checked="" type="checkbox"/> Private	

E. OCCUPANCY TYPE (check one) Refer to back	
<input checked="" type="checkbox"/> Retail Fuel Sales <input type="checkbox"/> Bulk Storage <input type="checkbox"/> Terminal Storage <input type="checkbox"/> Mercantile/Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Residential <input type="checkbox"/> School	
<input type="checkbox"/> Agricultural (crop or livestock production) <input type="checkbox"/> Backup or Emergency Generator <input type="checkbox"/> Gov't Fleet <input type="checkbox"/> Utility <input type="checkbox"/> Other (specify):	

F. Tank Construction:		Overfill Protection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Bare Steel <input checked="" type="checkbox"/> Coated Steel <input type="checkbox"/> Stainless steel <input type="checkbox"/> Steel - Fiberglass Reinforced Plastic Composite		Spill Containment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Fiberglass <input type="checkbox"/> Unknown <input type="checkbox"/> Other (specify): _____	<input type="checkbox"/> Lined (date): _____	

G. Tank Cathodic Protection: <input checked="" type="checkbox"/> Sacrificial Anodes <input type="checkbox"/> Impressed Current <input type="checkbox"/> N/A	Tank Double Walled? <input type="checkbox"/> Yes <input type="checkbox"/> No
--	---

H. Primary Tank Leak Detection Method:	
<input type="checkbox"/> Automatic tank gauging <input type="checkbox"/> Interstitial monitoring <input type="checkbox"/> Inventory control and tightness testing <input type="checkbox"/> Groundwater monitoring <input type="checkbox"/> Vapor monitoring	
<input type="checkbox"/> Manual tank gauging (only for tanks of 1,000 gallons or less) <input checked="" type="checkbox"/> Statistical Inventory Reconciliation (SIR) <input type="checkbox"/> Unknown	

I. Piping Construction:	
<input type="checkbox"/> Bare Steel <input type="checkbox"/> Coated Steel <input type="checkbox"/> Stainless Steel <input checked="" type="checkbox"/> Fiberglass <input type="checkbox"/> Flexible <input type="checkbox"/> Copper <input type="checkbox"/> Unknown <input type="checkbox"/> NA <input type="checkbox"/> Other	

J. Piping Cathodic Protection: <input type="checkbox"/> Sacrificial Anodes <input type="checkbox"/> Impressed Current <input checked="" type="checkbox"/> N/A	Pipe Double Walled? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	--

K. Primary Piping System Type: <input type="checkbox"/> Pressurized piping with _____ A. <input type="checkbox"/> auto shutoff; B. <input type="checkbox"/> alarm, or C. <input type="checkbox"/> flow restrictor <input type="checkbox"/> Unknown	
<input type="checkbox"/> Suction piping with check valve at tank <input type="checkbox"/> Suction piping with check valve at pump and inspectable <input type="checkbox"/> Not needed if waste oil	

L. Piping Leak Detection Method: (used if pressurized or check valve at tank): <input checked="" type="checkbox"/> SIR <input type="checkbox"/> Tightness testing <input type="checkbox"/> Electronic line leak monitor	
<input type="checkbox"/> Groundwater monitoring <input type="checkbox"/> Vapor monitoring <input type="checkbox"/> Interstitial monitoring <input type="checkbox"/> Not required <input type="checkbox"/> Unknown	

M. Vapor Recovery/Stage II <input type="checkbox"/> Fiberglass <input type="checkbox"/> Flexible <input type="checkbox"/> Other (specify):	
<input type="checkbox"/> Operational - Provide Date (mo./day/yr.): _____ CARB #: _____	

N. TANK CONTENTS (Current, or previous product (if tank now empty))	
<input type="checkbox"/> Diesel <input type="checkbox"/> Leaded <input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Gasohol <input type="checkbox"/> Aviation <input type="checkbox"/> Premix <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Kerosene	
<input type="checkbox"/> Empty* <input type="checkbox"/> Sand/Gravel/Slurry* <input type="checkbox"/> Waste/Used Motor Oil <input type="checkbox"/> Hazardous Waste* <input type="checkbox"/> Unknown*	
<input type="checkbox"/> New Motor Oil <input type="checkbox"/> Chemical* Name _____ CAS #: _____	<input type="checkbox"/> Other (specify): _____

O. If Tank Closed, Abandoned or Out of Service	Geo Latitude: _____	Geo Longitude: _____
Give date (mo./day/yr): 11/2/10	Has a site assessment been completed? (see reverse side for details)	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Owner Name (please print):		Date
Donna L Olsen Mayor, City of Stoughton		11/2/10
Owner Signature (Note: By signing, signer is accepting legal and financial responsibility for the storage tank system.)		
Donna L Olsen		

File #:

Reg Obj #:

UNDERGROUND FLAMMABLE/COMBUSTIBLE/HAZARDOUS LIQUID STORAGE TANK REGISTRATION

Information Required By Section 101.142, Wis. Stats.

Send Completed Form To:
Department of Commerce
Bureau of Petroleum Products and
Tanks
P.O. Box 7837
Madison, WI 53707-7837

Underground tanks in Wisconsin that have stored or currently store petroleum or regulated substances must be registered. A separate form is needed for each tank. Send each completed form to the agency designated in the top right corner. Have you previously registered this tank by submitting a form? ☒ Yes ☐ No If yes, are you correcting/updating information only? ☒ Yes ☐ No
Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04 (1)(m)].

This registration applies to a tank status that is (check one):

- ☐ In Use ☒ Closed - Tank Removed ☐ Ownership Change (Indicate new owner name in block 2)
☐ Newly Installed ☐ Closed - Filled with Inert Materials
☐ Abandoned with Product ☐ Abandon with Water
☐ Abandoned without Product (empty) ☐ Temporarily Out of Service - Provide Date: _____

Fire Department providing fire coverage where tank is located:

☒ City ☐ Village
☐ Town of:
 1324 Stoughton

A. IDENTIFICATION (Please Print)

1. Tank Site Name

Maration #2068

☒ City ☐ Village ☐ Town of:

Stoughton

Site Street Address

314 W Main St

State
WISCONSINZip Code
53589

Site Telephone Number

(608) 873-6619

County

Dane

2. Tank Owner Name

Petrol Properties LLC City of Stoughton (new owner)

☒ City ☐ Village ☐ Town of:

Stoughton

Mailing Address

381 E Main St

State
WISCONSINZip Code
53589

Telephone Number

(608) 873-6619

County

Dane

3. Previous Site Name

Previous site address if different than #1

B. Site ID #: 278135

Facility ID #: 75760

Customer ID #: 875194

C. Tank Capacity (gallons): 8000

Tank Age (age or date installed): 8/1/85

Vehicle fueling: ☒ Yes ☐ No

D. LAND OWNER TYPE (check one) Refer to back

☐ County ☐ State ☐ Federal Leased ☐ Federal Owned ☐ Tribal Nation ☐ Municipal ☐ Other Government ☒ Private

E. OCCUPANCY TYPE (check one) Refer to back

☒ Retail Fuel Sales ☐ Bulk Storage ☐ Terminal Storage ☐ Mercantile/Commercial ☐ Industrial ☐ Residential ☐ School
☐ Agricultural (crop or livestock production) ☐ Backup or Emergency Generator ☐ Gov't Fleet ☐ Utility ☐ Other (specify): _____

F. Tank Construction:

☐ Bare Steel ☒ Coated Steel ☐ Stainless steel ☐ Steel - Fiberglass Reinforced Plastic Composite
☐ Fiberglass ☐ Unknown ☐ Other (specify): _____ ☐ Lined (date): _____

Overfill Protection? ☒ Yes ☐ NoSpill Containment? ☒ Yes ☐ No

G. Tank Cathodic Protection:

☒ Sacrificial Anodes ☐ Impressed Current ☐ N/A

Tank Double Walled? ☐ Yes ☐ No

H. Primary Tank Leak Detection Method:

☐ Automatic tank gauging ☐ Interstitial monitoring ☐ Inventory control and tightness testing ☐ Groundwater monitoring ☐ Vapor monitoring
☐ Manual tank gauging (only for tanks of 1,000 gallons or less) ☒ Statistical Inventory Reconciliation (SIR) ☐ Unknown

I. Piping Construction:

☐ Bare Steel ☐ Coated Steel ☐ Stainless Steel ☒ Fiberglass ☐ Flexible ☐ Copper ☐ Unknown ☐ NA ☐ Other: _____

J. Piping Cathodic Protection:

☐ Sacrificial Anodes ☐ Impressed Current ☒ N/A

Pipe Double Walled? ☐ Yes ☒ No

K. Primary Piping System Type:

☐ Pressurized piping with ☒ A. ☐ auto shutoff; B. ☐ alarm, or C. ☐ flow restrictor ☐ Unknown
☐ Suction piping with check valve at tank ☐ Suction piping with check valve at pump and inspectable ☐ Not needed if waste oil

L. Piping Leak Detection Method: (used if pressurized or check valve at tank):

☐ Groundwater monitoring ☐ Vapor monitoring ☐ Interstitial monitoring ☒ SIR ☐ Tightness testing ☐ Electronic line leak monitor
☐ Not required ☐ Unknown

M. Vapor Recovery/Stage II

☐ Fiberglass ☐ Flexible ☐ Other (specify): _____

☐ Operational - Provide Date (mo./day/yr.): _____

CARB #:

N. TANK CONTENTS (Current, or previous product (if tank now empty))

☐ Diesel ☐ Leaded ☒ Unleaded ☐ Gasohol ☐ Aviation ☐ Premix ☐ Fuel Oil ☐ Kerosene
☐ Empty* ☐ Sand/Gravel/Slurry* ☐ Waste/Used Motor Oil ☐ Hazardous Waste* ☐ Unknown*

☐ New Motor Oil ☐ Chemical* Name _____

CAS #:

☐ Other (specify): _____

*NOT PECFA eligible.

Geo Latitude:

Geo Longitude:

O. If Tank Closed, Abandoned or Out of Service

Give date (mo/day/yr): 11/2/10

Has a site assessment been completed? (see reverse side for details)

☒ Yes ☐ No

Owner Name (please print):

Owner Signature (Note: By signing, signer is accepting legal and financial responsibility for the storage tank system.)

Date

11/2/10

Part B – To be completed by environmental professional

Submit original Part B to the WDNR along with a copy of Part A

I. TANK-SYSTEM SITE ASSESSMENT (TSSA)

Site Name: Marathon #2068 (Speedway #2068)
Address: 314 W Main St, Stoughton, WI 53589
Note: Site name and address must match with Part A Section 1.

To determine if a TSSA is required, see Comm 10 and section II part B of ASSESSMENT AND REPORTING OF SUSPECTED AND OBVIOUS RELEASES FROM UNDERGROUND AND ABOVEGROUND STORAGE TANK SYSTEMS.
If a TSSA is required, then follow the procedures detailed in ASSESSMENT AND REPORTING OF SUSPECTED AND OBVIOUS RELEASES FROM UNDERGROUND AND ABOVEGROUND STORAGE TANK SYSTEMS.

1. Site Information

a. Has there been a previously documented release at this site? ☒ Y ☐ N

If yes, provide the Commerce # 53589212814 or DNR BRRT's # 03-13-555061

b. Number of active tanks¹ at facility prior to completion of current services USTs 3 ASTs

(NOTE 1: Do not include previously closed systems or system components.)

c. Excavation/trench dimensions (in feet). (Photos must be provided.)

EXCAVATION/TRENCH #	LENGTH	WIDTH	DEPTH
<u>1</u>	<u>30</u>	<u>28'</u>	<u>10'</u>

2. Visual Excavation/Trench Inspection (Photos must be provided for "Yes" responses, except item b.)

Do any of the following conditions exist in or about the excavation(s)?

a. Stained soils: ☒ Y ☐ N b. Petroleum odor: ☒ Y ☐ N c. Water in excavation/trench: ☐ Y ☐ N

d. Free product in the excavation/trench: ☐ Y ☒ N e. Sheen or free product on water: ☐ Y ☒ N

3. Geology/Hydrogeology

a. Depth to groundwater 6 feet b. Indicate type of geology² SLT S
(Note 2: Use these symbols individually or in combination as appropriate: C = Clay, SLT = Silt, S = Sand, Gr = Gravel)

4. Receptors

a. Water supply well(s) within 250 feet of the facility? ☐ Y ☒ N If yes, specify

b. Surface water(s) within 1000 feet of the facility? ☒ Y ☐ N If yes, specify Manawa River 500' East

5. Sampling

a. Follow the procedures detailed in ASSESSMENT AND REPORTING OF SUSPECTED AND OBVIOUS RELEASES FROM UNDERGROUND AND ABOVEGROUND STORAGE TANK SYSTEMS.

b. Complete Tables 1 and 2 as appropriate. (Attach chain-of-custody and laboratory analytical reports.)

c. Attach a detailed map of site features and sample locations.

J. NOTE RELEVANT OBSERVATIONS, SPECIFIC PROBLEMS OR CONCERNS BELOW

Tanks were removed as part of a Site
Assessment grant from the WDNR.

TABLE 1 SOIL FIELD SCREENING & GRO/DRO LABORATORY ANALYTICAL RESULTS-FOR PETROLEUM PRODUCTS

Sample ID #	Sample Location & Soil/Geologic Description	Sample Collection Method				Depth Below Tank/Piping (feet)	Field Screening Result (ppm)	GRO (mg/kg)	DRO (mg/kg)
		Grab	Shelby Tube	Direct Push	Split Spoon				
1	West tank North Wall	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6		42.9	
2	West tank Center	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6		241	
3	West tank South	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6		875	
4	Center tank North	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6		42.9	
5	Center+East tank South	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6		42.9	
6	East tank Center	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6		43.0	
7	East tank North	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6		42.9	
8	Dispenser 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22		42.9	
9	Dispenser 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22		43.0	
10	Dispenser 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22		42.9	
11	Piping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22		43.0	
NA		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

TABLE 2 SOIL LABORATORY ANALYTICAL RESULTS-FOR PETROLEUM PRODUCTS

Sample ID #	BENZENE	TOLUENE	ETHYLBENZENE	MTBE	TRIMETHYL - BENZENES (TOTAL)	XYLENES (TOTAL)	NAPHTHALENE
	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg
1	425	425	105	425	456.9	798	425
2	425	1190	1140	425	3090	1523	2600
3	425	619	2400	425	8100	4350	6300
4	425	425	425	425	450	475	425
5	425	425	425	425	450	475	425
6	425	425	425	425	450	475	425
7	425	425	425	425	450	475	425
8	425	425	425	425	450	475	425
9	425	425	425	425	450	475	425
10	425	425	425	425	450	475	425
11	425	425	425	425	450	475	425

K. TANK-SYSTEM SITE ASSESSMENT INFORMATION

☐ As a tank-system site assessor certified under Wis. Admin. Code section Comm 5.83, it is my opinion that there is no indication of a release of a regulated substance to the environment.

☐ Sampling at the site indicates there has been a release to the environment. Pursuant to Wis. Admin. Code section Comm 10.585 (2) (a) and Wis. Stats. section 292.11 (2) (a), the owner or operator or contractor performing work under chapter Comm 10 shall immediately report any release of a regulated substance to the Wisconsin Department of Natural Resources. Failure to do so may result in forfeitures of a minimum of \$10 and a maximum of \$5000 for each violation under Wis. Stats. section 101.09 (5). Each day of continued violation and each tank are treated as separate offenses.

Lynn Bradley
Tank-System Site Assessor Name (print)

Lynn Bradley
Tank-System Site Assessor Signature

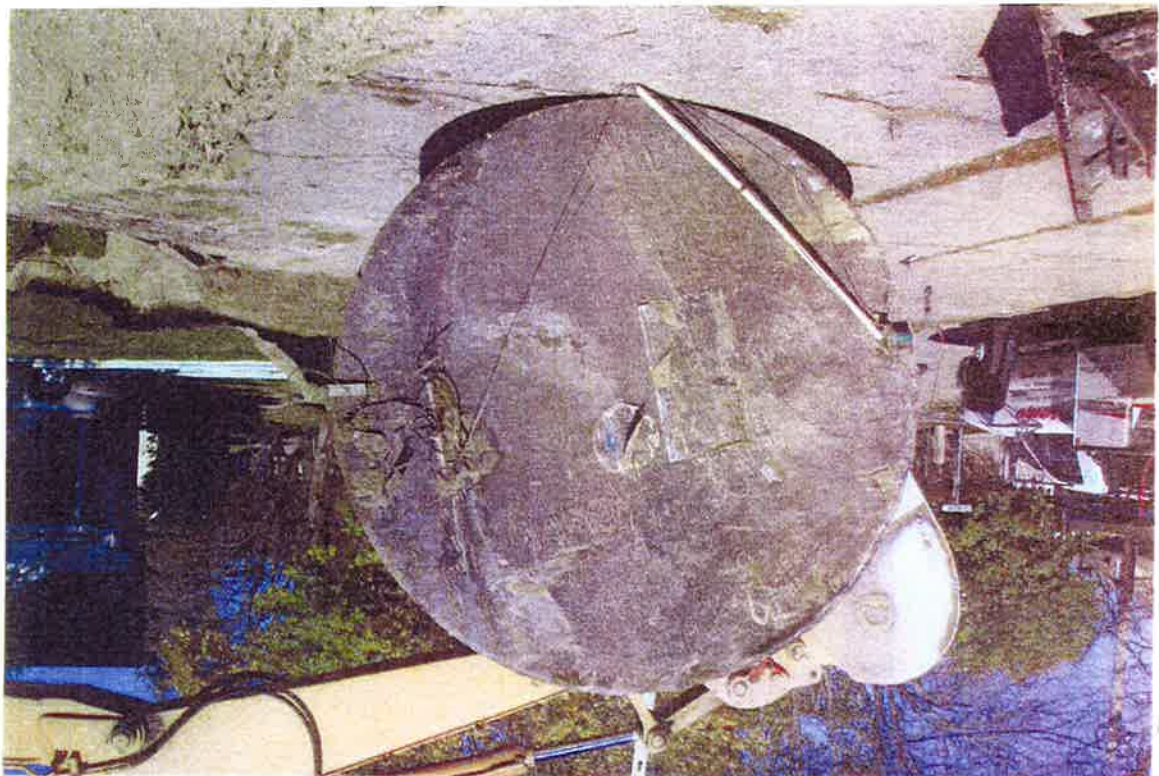
2420116
Certification Number #

608-742-2169
Tank-System Site Assessor Telephone Number

12-22-10
Date Signed

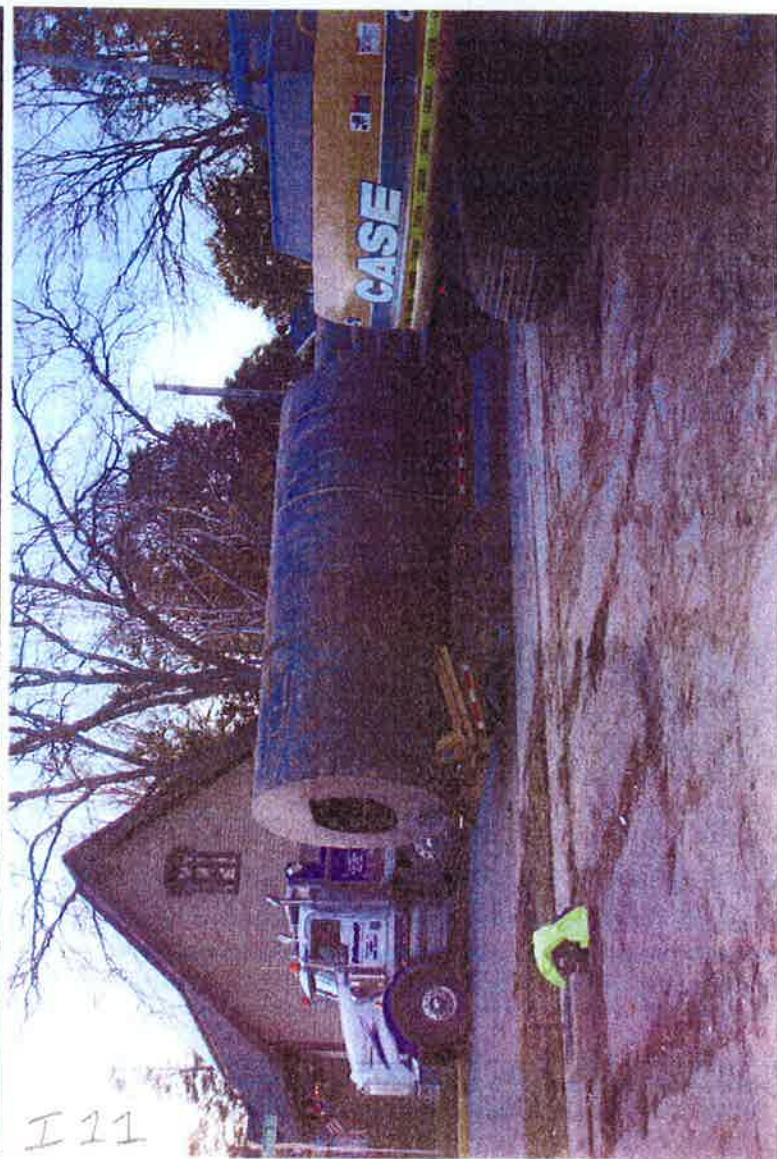
General Engineering Co
Company Name





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