

## GIS REGISTRY INFORMATION

<b>SITE NAME:</b>	Kewaunee Coop			<b>FID #</b>	
<b>BRRTS #:</b>	02-31-000590			<b>(if appropriate):</b>	
<b>COMMERCE #</b> (if appropriate):	54216-9999-38				
<b>CLOSURE DATE:</b>	10/27/03				
<b>STREET ADDRESS:</b>	River Rd				
<b>CITY:</b>	Kewaunee				
<b>SOURCE PROPERTY GPS COORDINATES</b> (meters in WTM91 projection):	<b>X =</b>	717618	<b>Y =</b>	446569	
<b>CONTAMINATED MEDIA:</b>	Groundwater		Soil		Both <b>x</b>
<b>OFF-SOURCE GW CONTAMINATION &gt;ES:</b>	Yes		No		<b>x</b>
<b>• IF YES, STREET ADDRESS:</b>					
<b>• GPS COORDINATES</b> (meters in WTM91 projection):	<b>X =</b>		<b>Y =</b>		
<b>OFF-SOURCE SOIL CONTAMINATION</b> >Generic or Site-Specific RCL (SSRCL):	Yes		No		<b>x</b>
<b>• IF YES, STREET ADDRESS 1:</b>					
<b>• GPS COORDINATES</b> (meters in WTM91 projection):	<b>X =</b>		<b>Y =</b>		
<b>CONTAMINATION IN RIGHT OF WAY:</b>	Yes	<b>x</b>	No		
<b><u>DOCUMENTS NEEDED</u></b>					
Closure Letter, and any conditional closure letter issued					<b>x</b>
Copy of most recent deed, including legal description, for all affected properties					<b>x</b>
Certified survey map or relevant portion of the recorded plat map (if referenced in the legal description) for all affected properties					<b>x</b>
County Parcel ID number, if used for county, for all affected properties					<b>na</b>
Location Map which outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy). If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site.					<b>x</b>
Detailed Site Map(s) for all affected properties, showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14", if paper copy) This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs.					<b>x</b>
Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)					<b>x</b>
Tables of Latest Soil Analytical Results (no shading or cross-hatching)					<b>x</b>
Isoconcentration map(s), if required for site investigation (SI) (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. If not available, include the latest extent of contaminant plume map.					<b>x</b>
GW: Table of water level elevations, with sampling dates, and free product noted if present					<b>x</b>
GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)					<b>x</b>
SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour					<b>x</b>
Geologic cross-sections, if required for SI. (8.5x14' if paper copy)					<b>x</b>
RP certified statement that legal descriptions are complete and accurate					<b>x</b>
Copies of off-source notification letters (if applicable)					<b>na</b>
Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW)					<b>x</b>
Copy of (soil or land use) deed restriction(s) or deed notice if any required as a condition of closure					<b>na</b>



ENVIRONMENTAL & REGULATORY SERVICES DIVISION  
BUREAU OF PECFA  
2129 Jackson Street  
Oshkosh, Wisconsin 54901-1805  
TDD #: (608) 264-8777  
Fax #: (920) 424-0217  
<http://www.commerce.state.wi.us>  
<http://www.wisconsin.gov>  
Jim Doyle, Governor  
Cory L. Nettles, Secretary

October 27, 2003.

Mr. Kenneth Healey  
Kewaunee Cooperative  
331 Cedar Street  
PO Box 288  
Luxemburg, WI 54217-0288

RE: **Final Closure**

**Commerce # 54216-9999-38**      **WDNR BRRTS # 02-31-000590**  
Kewaunee Cooperative, River Road, Kewaunee

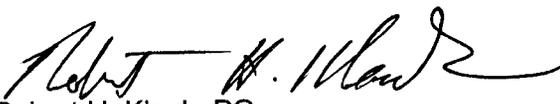
Dear Mr. Healey:

The Wisconsin Department of Commerce (Commerce) has received all items required as conditions for closure for the site referenced above. This case is now listed as "closed" on the Commerce database and will be included on the Wisconsin Department of Natural Resources (WDNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to address residual soil and groundwater contamination. It is in your best interest to keep all documentation related to the environmental activities that were conducted.

If residual contamination is encountered in the future, it must be managed in accordance with all applicable state and federal regulations. If it is determined that any remaining contamination poses a threat, the case may be reopened and further investigation or remediation may be required.

Thank you for your efforts to bring this case to closure. If you have any questions, please contact me in writing at the letterhead address or by telephone at (920) 424-0046.

Sincerely,

  
Robert H. Klauk, PG  
Hydrogeologist  
Site Review Section

cc: Susan Knabe - Northern Environmental Technologies, Inc.  
Case File



ENVIRONMENTAL & REGULATORY SERVICES  
2129 Jackson Street  
Oshkosh, Wisconsin 54901  
Fax: (920) 424-0217  
TDD #: (608) 264-8777  
[www.commerce.state.wi.us](http://www.commerce.state.wi.us)  
Tommy G. Thompson, Governor  
Brenda J. Blanchard, Secretary

April 13, 2000

Kewaunee cooperative Bulk Plant  
Attn: Ken Healey  
P.O. Box 288  
Luxemburg, WI 54216

RE: **Commerce # 54216-9999-38**  
Kewaunee Coop - AST, River Road, Kewaunee , WI

**Case Closure (conditional upon receipt of documentation)**

Dear Mr. Healey:

On March 8, 2000 the Wisconsin Department of Natural Resources transferred this site to the Wisconsin Department of Commerce for regulatory oversight. On behalf of the Wisconsin Department of Commerce, I am reviewing this case for closure.

Using the standards established in NR 700, and the risk criteria of Comm 46, the Department has determined that this site does not pose a significant threat to the environment and human health, and no further investigation or remedial action is necessary. In making this determination, I reviewed the following documents prepared by Robert E. Lee & Associates, Inc., as well as other correspondence in the case file:

- *Site Investigation Work Plan*, February 9, 1995
- *Site Investigation and Remedial Action Options Report*, May 3, 1996
- *Construction Documentation Report*, November 4, 1997
- *Groundwater Monitoring Quarterly Updates* dated February 25, 1998, May 12, 1998, October 22, 1998, December 4, 1998, April 7, 1999
- *Case Summary and Closure Request*, February 17, 2000

If, in the future, site conditions indicate that any contamination that might remain poses a threat, the need for further remediation would be determined and required if necessary. If subsequent information indicates a need to reopen this case, any original claim under the PECFA fund would also reopen and you may apply for assistance to the extent of remaining eligibility.

RE: Commerce # 54216-9999-38  
Kewaunee Coop - AST  
River Road, Kewaunee, WI

April 13, 2000

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**IMPORTANT:** we cannot list this case as "closed" on our computer database until we receive the following items.

- A notification must be placed on the property deed addressing residual soil and groundwater impacts. For case closure we will need a copy of the deed notification that contains the County Register of Deeds' recording information. Enclosed an example of a "Notice of Contamination to Property" for your use. If you wish to modify the language, submit a copy to this office for review prior to filing.
- Groundwater Laboratory data sheets for sampling events starting with 10/28/97 through 1/15/99.
- Documentation of the abandonment of monitoring wells MW-1, 2R and 2AR. Please submit abandonment documentation to the Department at the letterhead address.

Thank you for your efforts in the protection of the environment. If you have any questions, please call me at (920) 424-0046.

Sincerely,



Dee Zoellner  
Hydrogeologist  
PECFA Site Review Section

enclosure

cc: Karl Schuldes - REL (with enclosure)  
electronic case file

Kewaunee, Green Bay and Western Railroad Company

between Kewaunee, Green Bay and Western Railroad Company, hereinafter called "Lessor" and Kewaunee Cooperative Store, hereinafter called "Lessee", of Kewaunee, State of Wisconsin

WITNESSETH: (1) The Lessor, in consideration of the payments, covenants and conditions hereinafter set forth to be made, paid and observed by the Lessee, hereby leases to the lessee those certain premises situated in the City of Kewaunee, County of Kewaunee, State of Wisconsin described as follows:

A tract of land located as shown outlined in Red color on the blue print map marked Exhibit "A" which is attached hereto and made a part hereof.

excepting and reserving all driveways now or hereafter laid out across said premises to provide access to other industries located on the lessor's property.

TO HAVE AND TO HOLD, for the term of one year from the date hereof and thereafter from year to year, subject, however, to termination at any time as hereinafter provided.

(2) That the Lessee shall pay as rent for said demised premises the sum of Thirty Dollars (\$30.00) per annum payable in advance on the first day of July in each year together with all the taxes and assessments legally levied or assessed against said premises for the term hereof or any extension thereof, and in cases of special assessments for permanent improvements, the annual rental will be increased by 5 per cent. of such assessment. Acceptance of rent in advance by the Lessor shall not act as a waiver of the right to terminate this lease.

(3) That the Lessee shall use such premises as a site for Bulk Oil Plant, and for no other purpose whatsoever unless the Lessor shall consent in writing to any change of use and that the Lessee will not, without like consent, assign this lease or under-lease said premises or any part thereof.

(4) That the Lessee shall continually carry on Bulk Oil and gasoline business upon said premises in an efficient manner unless discontinued by written consent of the Lessor. That said premises shall be used and the business conducted thereon insofar as it may affect the interests or operations of the Lessor to the approval of its General Manager and that Lessee will not in any way obstruct or interfere with the tracks of the Lessor.

(5) That the Lessee shall erect upon said site the building or buildings herein mentioned and have the same completed and ready for use within 120 days from the date of this lease and that all doors and such building or buildings shall be so constructed as to open inward or be of the sliding type.

(6) The Lessee shall not place or permit any obstruction nearer than 5 ft. 6 in. horizontally measured at right angles from the center line of any straight railway track and shall allow for such additional clearances as may be necessary on the curves now or hereinafter located upon or adjacent to the leased premises or nearer than 25 feet vertically measured from the top of the rail, nor permit any excavation to be made or remain nearer than 10 feet horizontally from the center line of any such track and to comply with all laws pertaining to clearances now or hereafter in effect.

(7) The Lessee shall, during the term of this lease, fully protect the leased premises from all mechanics' and materialmen's liens accruing by reason of the construction, maintenance, repair, replacement or renewal of any buildings or improvements of the Lessee located upon the leased premises, or the use or occupancy thereof by the Lessee.

(8) The Lessee shall at all times keep all sidewalks abutting on the leased premises and vacant property adjacent thereto reserved for clearance purposes, free from snow, ice, refuse, or obstructions, and indemnify the Lessor against all penalties, fines, claims, demands, suits, judgments, costs and expenses in any manner arising from or growing out of the Lessee's failure to do so.

(9) The Lessee shall not permit any advertisements or signs upon the leased premises other than advertisements or signs relating strictly to the business which is being conducted thereon.

(10) The Lessee shall not permit the existence of any nuisance upon the leased premises or permit them to be used for any purpose other than as herein authorized; shall at all times keep them in proper, clean, safe and sanitary condition; shall at all times strictly comply with the requirements of all federal, state and municipal regulations, ordinances and laws, and comply or use of the leased premises by the Lessee, and at the Lessee's sole expense make all improvements, alterations, repairs or additions, and install all appliances required by any such regulations, ordinances or laws.

(11) A. It is understood and agreed that the movement of railroad locomotives, trains or cars in close proximity to the leased premises involves some risk of damage to structures and property thereon by fire, vibration or smoke. The Lessee shall assume all liability for, and release and indemnify the Lessor from and against, any and all damages to structures, including their appurtenances, equipment and appliances, located upon the leased premises, or to any other property located thereon, regardless of the Lessor's negligence, arising from fire, vibration or smoke caused by locomotives, trains or cars operated by the Lessor in the vicinity of the leased premises, except to the premises of the Lessor and to rolling stock belonging to the Lessor or others, and to shipments in the course of transportation.

B. The Lessee hereby releases the Lessor from, and agrees to indemnify it against all loss, damage or injury caused by or resulting from any act or omission of the Lessee, or employees or agents of the Lessee, to the person or property of the parties hereto and their employees or agents, and to the person or property of any other person, firm or corporation, while on or about said leased premises; and if any claim or liability other than from fire shall arise from the joint or concurrent negligence of both parties hereto, it shall be borne by them equally.

C. The Lessor shall have the full benefit of any insurance effected by the Lessee upon property on the leased premises so far as necessary to protect it against the liability specified in A and B of this section, and the Lessee shall have all such insurance. Should the Lessee fail to make such insurance, and upon thirty (30) days written notice to the Lessee may take possession of and sell the same and apply the proceeds against such past due indebtedness.

(12) A. The Lessee shall not dispose of or remove any buildings or improvements located upon the leased premises, without first paying all rent, taxes, assessments, license fees or other charges which may be due hereunder, or without first obtaining the written consent of the Lessor.

B. When any rent, taxes, assessments, license fees or other charges payable hereunder are past due, the Lessor shall have a lien hereby granted a lien therefor upon the buildings and improvements of the Lessee located upon the leased premises, including appurtenances, and upon thirty (30) days written notice to the Lessee may take possession of and sell the same and apply the proceeds against such past due indebtedness.

(13) If the Lessee shall at any time fail to perform or comply with any of the terms, covenants or conditions of this lease, and such default continues for a period of ten (10) days after written notice thereof by the Lessor to the Lessee, then the Lessor may declare this lease at an end, and forthwith re-enter and take absolute possession of the leased premises.

(14) This lease shall be subject to termination at any time by either party hereto upon thirty (30) days' written notice to the other. When so terminated, the Lessor shall make proportionate refund to the Lessee of rental that shall have been paid in advance, after deduction of any amounts payable by the Lessee hereunder.

(15) If required by the Lessor to do so upon termination of this lease for any reason, the Lessee shall promptly remove all of the Lessee's buildings, improvements and property then located upon the leased premises, fill up all excavations that may have been made, and surrender complete possession of the premises to the Lessor in a condition satisfactory to the Lessor. Should the Lessee fail to make such removal or restoration, the Lessor, at his election, may either remove the Lessee's buildings, improvements and property and restore the leased premises to substantially their former state, at the sole expense of the Lessee, or may retain the Lessee's buildings, improvements and property as the Lessor's sole property.

(16) Any notice of termination or other notice given by the Lessor hereunder, shall be good if served upon the Lessee, or if deposited in a United States Post Office, registered mail, addressed to the Lessee at the last known address of the Lessee.

(17) This lease shall not be assigned or in any manner transferred by the Lessee, voluntarily or involuntarily, by operation of law or otherwise, or the leased premises or buildings thereon sublet, leased or occupied for the conduct of any business by any third person or corporation, or for any purpose other than herein authorized, without the written consent of the Lessor. Subject thereto, this lease shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties.



T 47°40'  
T 23N R 25E

1818-739 B 1362(328)

No. 14

1920-01 PR. X-ING

1816-218

No. 15

1823-12 WBC 16 1/2 18 1/2' 8' (30) (34.9)  
1823-44.5 P 2

No. 16

No. 17

N.E. 1/4 S.W. 1/4

ALLEY

RIVER

5.2



THIS AGREEMENT, made and entered into this First day of July 19 90 by and between Green Bay and Western Railroad Company, hereinafter called "Lessor" and Kewaunee Cooperative, hereinafter called "Lessee," of Kewaunee State of Wisconsin

WITNESSETH:

(1). The Lessor, in consideration of the payments, covenants and conditions hereinafter set forth to be made, performed and observed by the Lessee, hereby leases to the Lessee those certain premises situated in the City of Kewaunee County of Kewaunee State of Wisconsin described as follows:

Two tracts of land as shown outlined in red color on the maps marked Exhibit "A" and "B" identified by the signature of R. E. Larsen, attached hereto and made a part hereof, together with the right of ingress and egress over Lessor's property to and from the herein described leasehold.

excepting and reserving all driveways now or hereafter laid out across said premises to provide access to other industries located on the lessor's property.

TO HAVE AND TO HOLD, for the term of one year from the date hereof and thereafter from year to year, subject, however, to termination at any time as hereinafter provided.

(2). That the Lessee shall pay as rent for said demised premises the sum of Seven Hundred Fifty Six and 25/100 Dollars (\$ 756.25 ) per annum payable in advance on the first day of July in each year together with all the taxes and assessments legally levied or assessed against said premises for the term hereof or any extension thereof, and in cases of special assessments for permanent improvements, the annual rental will be increased by 10 per cent of such assessment.

(3). That the Lessee shall use such premises as site "A" for bulk oil plant and site "B" for private driveway crossing and for no other purposes whatsoever unless the Lessor shall consent, in writing, to a change of use and that the Lessee will not, assign this lease or under-lease said premises or any part thereof.

(4). That the Lessee shall continually carry on its business upon said premises in an efficient manner unless discontinued by written consent of the Lessor. That said premises shall be used and the business conducted thereon insofar as it may affect the interests or operations of the Lessor to the approval of its General Manager and that Lessee will not in any way obstruct or interfere with the tracks of the Lessor.

(5). That the Lessee shall erect upon said site the building or buildings herein mentioned and have the same completed and ready for use within 120 days from the date of this lease and that all doors and such building or buildings shall be so constructed as to open inward or be of the sliding type.

(6). The Lessee shall not place or permit any obstruction nearer than 8 ft. 6 in., horizontally measured at right angles from the center line of any straight railway track and shall allow for such additional clearances as may be necessary on curves now or hereinafter located upon or adjacent to the leased premises or nearer than 27 feet vertically measured from the top of the rail, nor permit any excavation to be made or remain nearer than 10 feet horizontally from the center line of any such track and to comply with all laws pertaining to clearances now or hereafter in effect.

(7). The Lessee shall, during the term of this lease, fully protect the leased premises from all mechanics' and materialmen's liens accruing by reason of the construction, maintenance, repair, replacement or renewal of any buildings or improvements of the Lessee located upon the leased premises, or the use or occupancy thereof by the Lessee.

(8). The Lessee shall at all times keep all sidewalks abutting on the leased premises and vacant property adjacent thereto reserved for clearance purposes, free from snow, ice, refuse, or obstructions, and indemnify the Lessor against all penalties, fines, claims, demands, suits, judgments, costs and expenses in any manner arising from or growing out of the Lessee's failure to do so.

(9). The Lessee shall not permit any advertisements or signs upon the leased premises other than advertisements or signs relating strictly to the business which is being conducted thereon.

(10). The Lessee shall not permit the existence of any nuisance upon the leased premises or permit them to be used for any purpose other than as herein authorized; shall at all times keep them in proper, clean, safe and sanitary condition; shall at all times strictly comply with the requirements of all federal, state and municipal regulations, ordinances and laws, and the orders of any duly constituted public authority, now or hereafter in effect, in any way governing or regulating occupancy or use of the leased premises by the Lessee, and at the Lessee's sole expense make all improvements, alterations, repairs or additions, and install all appliances required by any such regulations, ordinances or laws.

(11). A. The Lessee shall maintain sufficient insurance to protect both the Lessor and the Lessee from all claims for personal injury, including death, and for property damage, which may arise from any action or omission under this agreement. The policy of insurance shall provide at least one million dollars for injury or death to one person, at least one million dollars per accident, and at least one million dollars for property damage per accident. Both the Lessor and the Lessee shall be listed as named insureds. The Lessee shall pay all premiums for the insurance required by this agreement.

B. The Lessee shall provide a certificate of the above described insurance to the Lessor.

C. The Lessee shall provide the Lessor with a renewal policy, or a certificate as evidence of the renewal of insurance policies during the life of this agreement.

D. The insurance policy shall provide for at least thirty (30) days written notice to the Lessor prior to termination of the policy or before any changes are made therein.

(12). A. The Lessee shall not dispose of or remove any buildings or improvements located upon the leased premises, without first paying all rent, taxes, assessments, license fees or other charges which may be due hereunder, or without first obtaining the written consent of the Lessor.

B. When any rent, taxes, assessments, license fees or other charges payable hereunder are past due, the Lessor shall have and is hereby granted a lien therefor upon the buildings and improvements of the Lessee located upon the leased premises, including appliances, and upon thirty (30) days' written notice to the Lessee may take possession of and sell the same and apply the proceeds against such past due indebtedness.

(13). If the Lessee shall at any time fail to perform or comply with any of the terms, covenants or conditions of this lease, and such default continues for a period of ten (10) days after written notice thereof by the Lessor to the Lessee, then the Lessor may declare this lease at an end, and forthwith re-enter and take absolute possession of the leased premises.

(14). This lease shall be subject to termination at any time by either party hereto upon thirty (30) days' written notice to the other. When so terminated, the Lessor shall make proportionate refund to the Lessee of rental that shall have been paid in advance, after deduction of any amounts payable by the Lessee hereunder.

(15). If required by the Lessor to do so upon termination of this lease for any reason, the Lessee shall promptly remove all of the Lessee's buildings, improvements and property then located upon the leased premises, fill up all excavations that may have been made, and surrender complete possession of the premises to the Lessor in a condition satisfactory to the Lessor. Should the Lessee fail to make such removal or restoration, the Lessor, at its election, may either remove the Lessee's buildings, improvements and property and restore the leased premises to substantially their former state, at the sole expense of the Lessee, or may retain the Lessee's buildings, improvements and property as the Lessor's sole property.

(16). Any notice of termination or other notice given by the Lessor hereunder, shall be good if served upon the Lessee, or if deposited in a United States Post Office, registered mail, addressed to the Lessee at the last known address of the Lessee.

(17). This lease shall not be assigned or in any manner transferred by the Lessee, voluntarily or involuntarily, by operation of law or otherwise, or the leased premises or buildings thereon sublet, used or occupied for the conduct of any business by any third person or corporation, or for any purpose other than herein authorized. Subject thereto, this lease shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties.

(18). This lease and all provisions thereof shall be subject to revision at any time if made necessary by any order or finding of the Interstate Commerce Commission or state authorities having jurisdiction.

(19). The Lessee agrees that artificial lighting in pump houses, warehouses, or other enclosure where oil or other inflammable fluid supplies are handled or stored, except when in unbroken original containers, shall be by electricity, and this electrical installation and any other electrical installation on such premises shall conform to and be maintained in accordance with the "National Electrical Code," and in accordance with the recommendations for such locations as embodied in the National Electrical Safety Code, and also in accordance with requirements of any local ordinance or State or Federal Laws which may be in effect during the term of this lease.

(20). Annual rental fee may be increased a maximum of five percent (5%) each year by GBW giving Kewaunee Cooperative 90 days' written notice of such increase.

(21). Terms: net July 1st, annual. Interest at 1-1/2% per month or 18% per annum payable on overdue amounts not paid by 1st day of July.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be duly executed, as of the day and year first above written.

Green Bay and Western Railroad Company

*Sandra K Child*  
In Presence of as to Lessor

By *J. Bruley*  
J. Bruley Executive Vice President

Kewaunee Cooperative

(Lessee)

*Marie Halada*  
In Presence of as to Lessee.

By *Kenneth Healey*  
Kenneth Healey General Manager

Lease No. \_\_\_\_\_

# LEASE

GREEN BAY AND WESTERN RAILROAD COMPANY

TO

KEMAUNEE COOPERATIVE

Kewaunee

at \_\_\_\_\_ Station

No Assignable Without Consent

Kewaunee, Wisconsin

Exhibit "A"

*Bulk Petro. Plant to be closed.*

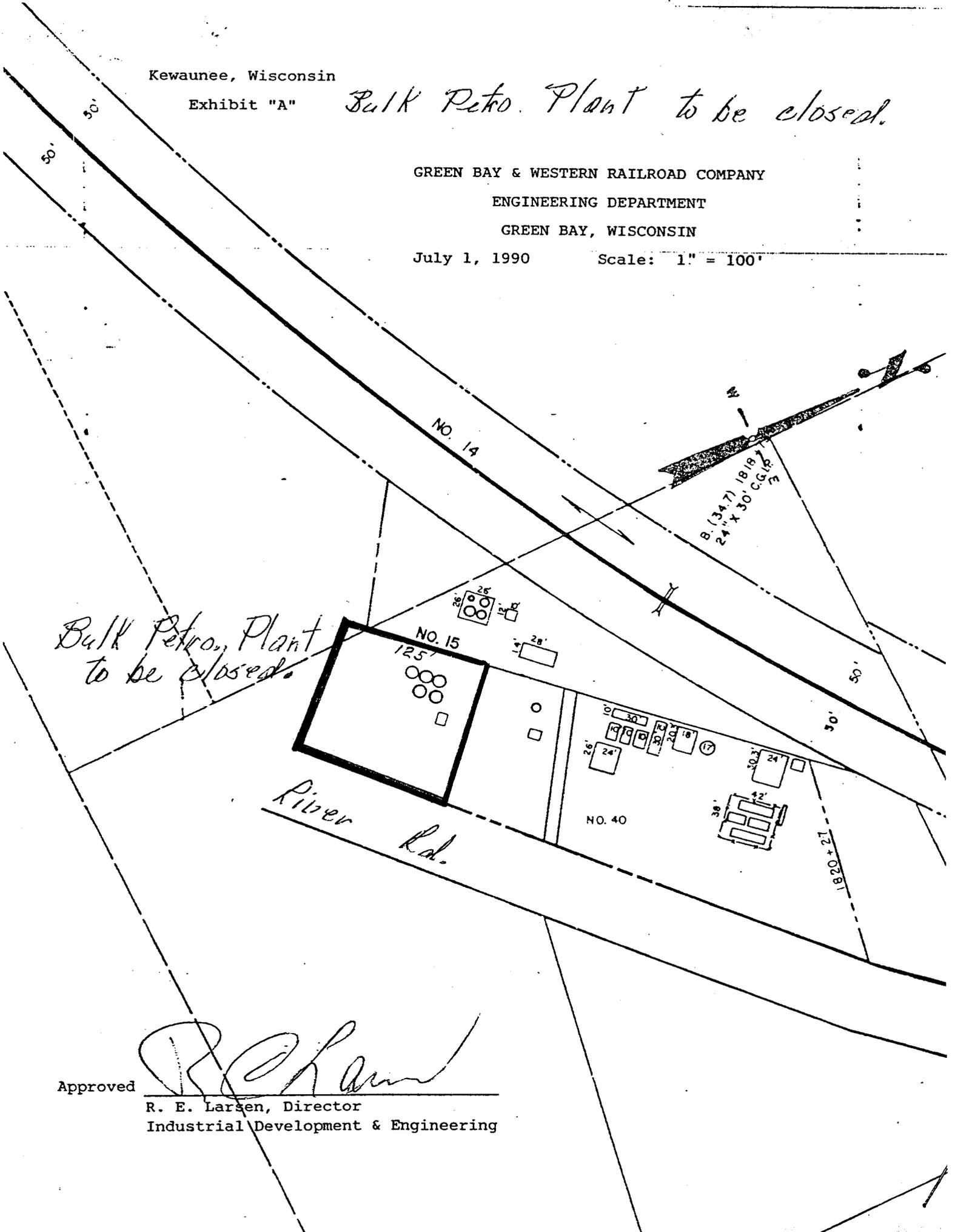
GREEN BAY & WESTERN RAILROAD COMPANY

ENGINEERING DEPARTMENT

GREEN BAY, WISCONSIN

July 1, 1990

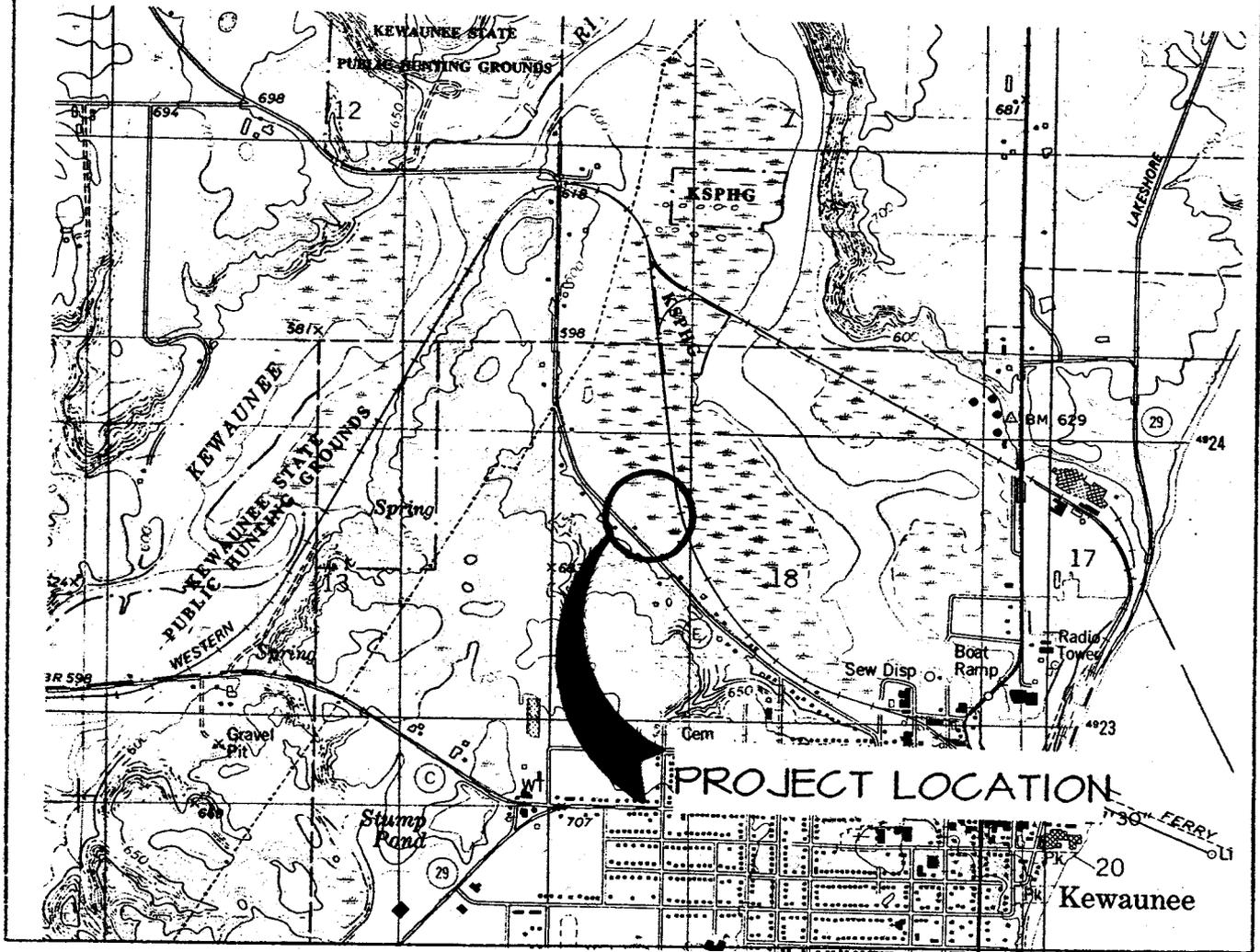
Scale: 1" = 100'



Approved

*R. E. Larsen*

R. E. Larsen, Director  
Industrial Development & Engineering



LOCATION MAP  
 KEWAUNEE COOPERATIVE  
 RIVER ROAD  
 KEWAUNEE, WISCONSIN



1" = 2000'

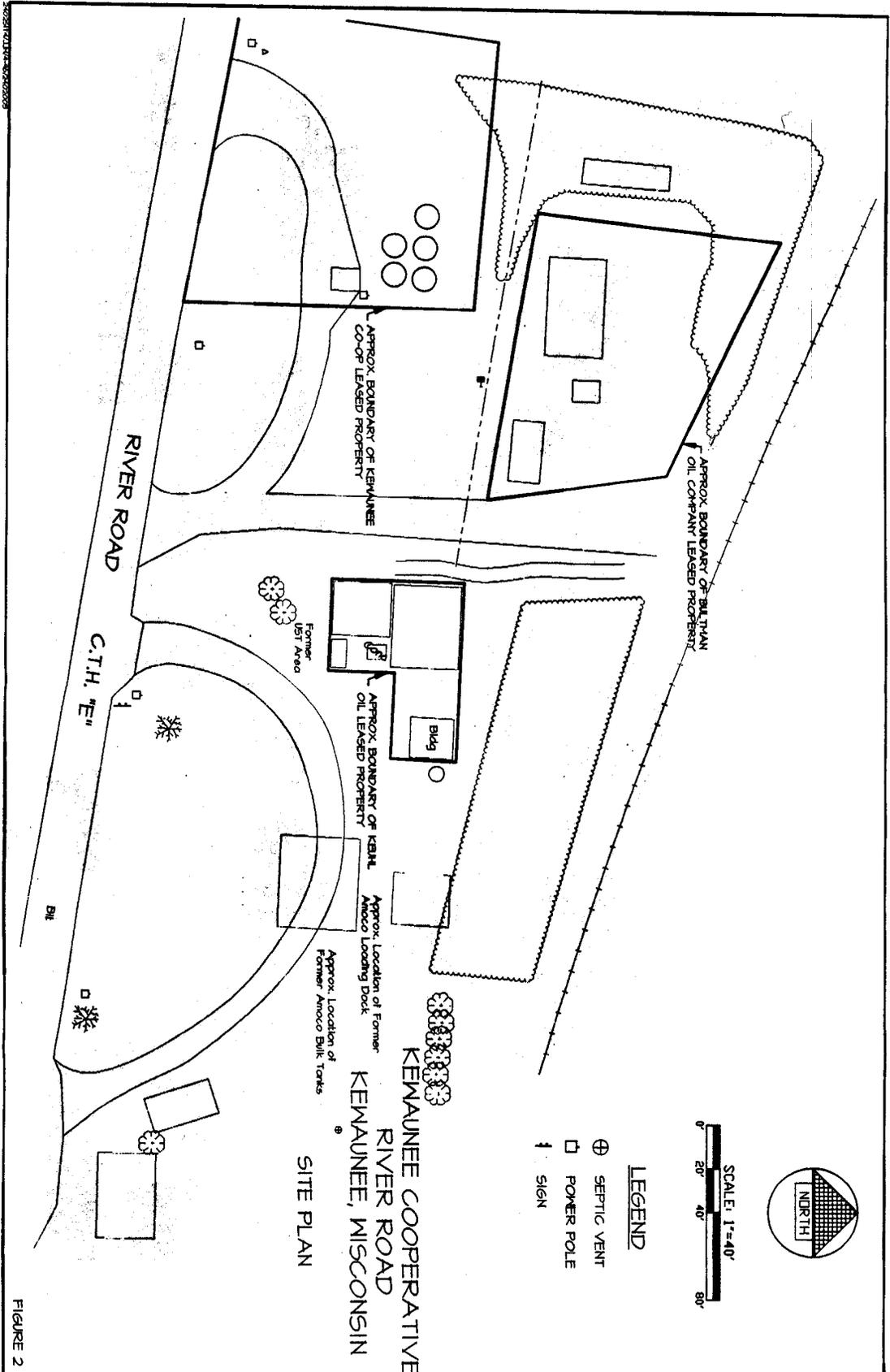


FIGURE 2

# KEWAUNEE CO-OP Groundwater Results

Parameter	ES	PAL	MW-1							
			1/22/96	2/22/96	10/28/97	1/21/98	4/16/98	7/7/98	10/6/98	1/15/99
<b>VOCs (ug/l)</b>										
Benzene	5	.5	<0.2	<0.2	<0.5	<0.5	<0.5	<0.5	<0.5	<0.26
Ethylbenzene	700	140	1.2	<0.2	<1.0	<1.0	<1.0	<1.0	<1.0	<0.24
MTBE	60	12	<0.2	<0.2	<1.0	<1.0	<1.0	<1.0	<1.0	<0.22
Naphthalene	40	8	0.4	<0.3	<1.0	<1.0	<1.0	<1.0	<1.0	<0.89
Toluene	343	68.6	<0.2	<0.2	<1.0	<1.0	<1.0	<1.0	<1.0	0.95
Total Trimethylbenzenes	480	96	1.6	<0.3	<1.0	<1.0	<1.0	<1.0	<1.0	<0.86
Total Xylene	620	124	4.7	<0.2	<1.0	<1.0	<1.0	<1.0	<1.0	<0.97
<b>Indicators (mg/l)</b>										
Sulfate	-	-	NA	NA	18.7	17.8	23.9	14.5	19.3	13
Nitrate	10	2	NA	NA	<0.3	<0.3	<0.3	<0.3	<0.3	<0.017
Dissolved Oxygen	-	-	NA	NA	3.9	1.0	5.1	1.8	2.8	2.9
Iron	-	-	NA	NA	0.0	0.1	0.1	0.1	0.1	0.1
Methane (ug/l)	-	-	NA	NA	NA	<0.5	<1.0	NA	NA	NA

Parameter	ES	PAL	MW-2R							
			1/22/96'	2/22/96'	10/28/97	1/21/98	4/16/98	7/7/98	10/6/98	1/15/99
<b>VOCs (ug/l)</b>										
Benzene	5	.5	222	212	11.2	16.8	43.1	38.8	6.25	22
Ethylbenzene	700	140	415	415	18.3	20.6	3.08	6.03	2.76	13
MTBE	60	12	<5.0	<4.0	<1.0	<1.0	<1.0	<1.0	<1.0	0.51
Naphthalene	40	8	288	275	20.1	16.4	4.60	4.72	1.28	4.0
Toluene	343	68.6	91	<4.0	<1.0	1.45	<1.0	<1.0	<1.0	1.6
Total Trimethylbenzenes	480	96	1420	239	38	36.2	5.15	7.51	1.62	13.4
Total Xylene	620	124	1351	944	27.84	23.38	3.14	5.35	1.42	8.9
<b>Indicators (mg/l)</b>										
Sulfate	-	-	NA	NA	6.57	6.78	36.3	17.9	26.4	9.6
Nitrate	10	2	NA	NA	<0.3	<0.3	10.6	0.68	8.48	0.36
Dissolved Oxygen	-	-	NA	NA	1.3	1.1	1.4	1.1	0.5	1.5
Iron	-	-	NA	NA	10.0	6.0	0.1	5.0	6.0	3.0
Methane (ug/l)	-	-	NA	NA	NA	3600	1180	NA	NA	NA

= ES exceedance

415 = PAL exceedance

NA=Not analyzed

1. These results were for MW-2, which was removed during the excavation. MW-2R replaces MW-2 in the same location.

2. These results were for MW-2A, which was removed during the excavation. MW-2AR replaces MW-2A in the same location

## KEWAUNEE CO-OP Groundwater Results

Parameter	ES	PAL	MW-2AR							
			1/22/96 <sup>2</sup>	2/22/96 <sup>2</sup>	10/28/97	1/21/98	4/16/98	7/7/98	10/6/98	1/15/99
<b>VOCs (ug/l)</b>										
Benzene	5	.5	161	255	19.1	19.4	44.3	26.4	18.8	19
Ethylbenzene	700	140	218	264	35.1	33.3	51.8	27.8	14.7	2.8
MTBE	60	12	9.8	<20	<1.0	<1.0	<1.0	<1.0	1.33	1.6
Naphthalene	40	8	<7.5	212	22.7	17.3	39.1	31.9	5.36	0.93
Toluene	343	68.6	50	<20	1.05	1.24	3.26	<1.0	<1.0	0.63
Total Trimethylbenzenes	480	96	264	360	36.97	28.66	52.5	25.1	7.94	3.7
Total Xylene	620	124	634	906	23.69	10.1	24.96	7.21	1.60	1.1
<b>Indicators (mg/l)</b>										
Sulfate	-	-	NA	NA	6.60	5.10	11.6	14.7	10.5	12
Nitrate	10	2	NA	NA	<0.3	<0.3	<0.3	<0.3	<0.3	<0.017
Dissolved Oxygen	-	-	NA	NA	1.1	0.2	0.5	1.6	1.5	1.7
Iron	-	-	NA	NA	0.5	3.0	7.0	6.0	7.0	5.0
Methane (ug/l)	-	-	NA	NA	NA	1900	1660	NA	NA	NA

= ES exceedance

415 = PAL exceedance

NA=Not analyzed

1. These results were for MW-2, which was removed during the excavation. MW-2R replaces MW-2 in the same location.
2. These results were for MW-2A, which was removed during the excavation. MW-2AR replaces MW-2A in the same location

**KEWAUNEE COOPERATIVE  
Soil Analysis**

Parameter	Sample I.D.											
	6/14/95						6/15/95					8/30/95
	B-1 (4-6')	B-2 (0-2')	B-3 (4-6')	B-4 (4-6')	B-5 (2-4')	B-6 (2-4')	B-7 (4-6')	B-8 (0-2')	B-8 (8-10')	B-9 (8-10')	B-10 (4-6')	B-11 (8-10')
GRO (mg/kg)	320	520	30	390	<10	<10	<10	63	<10	<10	<10	<10
DRO (mg/kg)	520	4000	<10	32	<10	12000	<10	<10	<10	<10	150	<10
PVOCs (□g/kg)												
Benzene	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25
MTBE	79	<25	<25	73	<25	<25	<25	<25	<25	<25	<25	<25
Ethylbenzene	3300	1700	64	1400	<25	<25	<25	150	<25	<25	<25	<25
Toluene	400	1990	<25	880	<25	<25	41	63	<25	<25	<25	<25
124- Trimethylbenzene	17000	23000	1000	15000	81	<25	<25	400	<25	66	90	<25
135- Trimethylbenzene	6400	8100	500	8400	49	<25	<25	310	<25	<25	75	<25
Total Xylenes	10800	9900	300	8600	<50	<50	<50	410	<50	46	<50	<50

= Exceedance of NR 720 Soil Cleanup Standard

Note: Depth to water is approximately  
3-4 feet below grade.

**KEWAUNEE COOPERATIVE**  
**Remedial Excavation Soil Samples**  
**July 28, 1997**

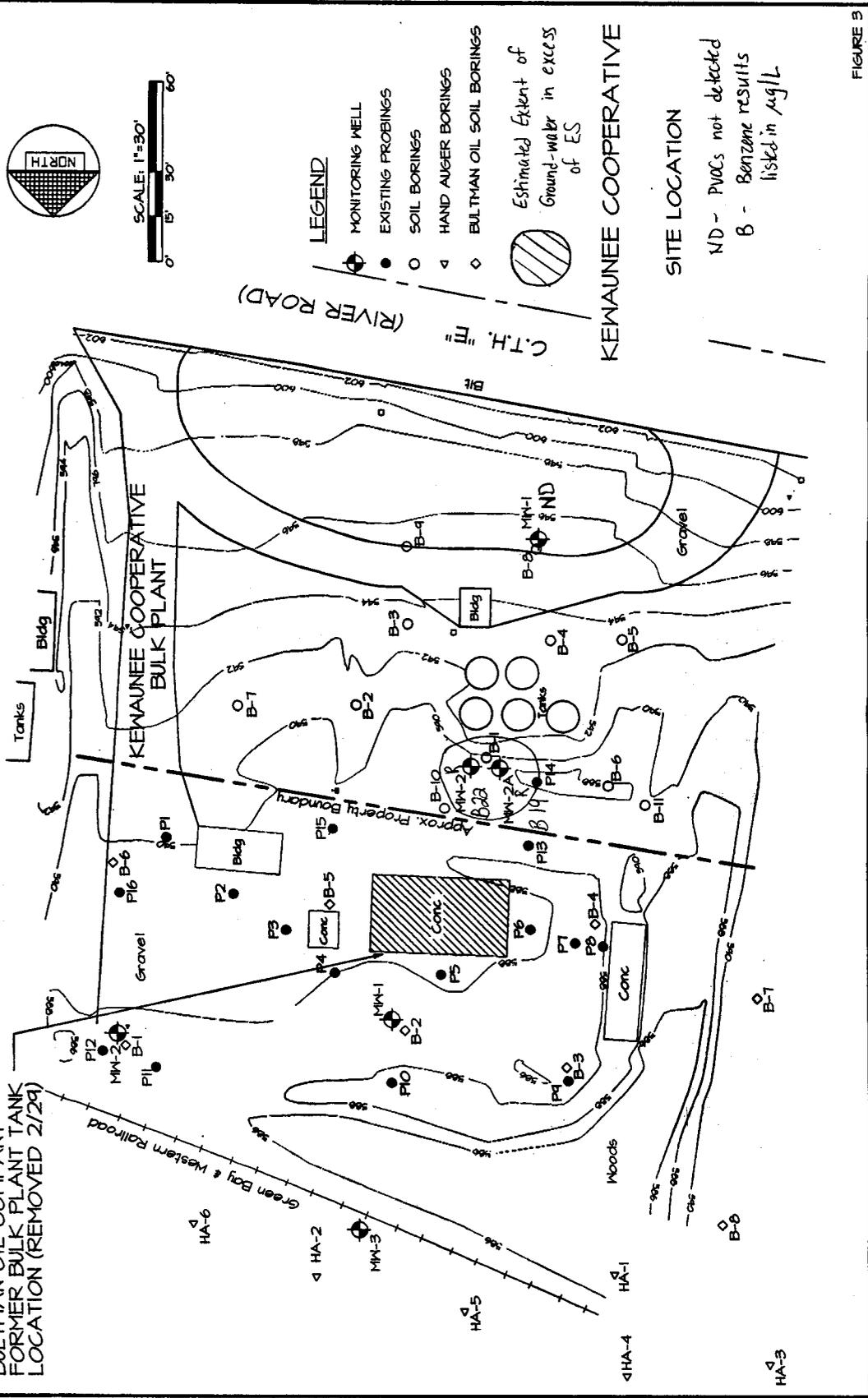
Parameter	NR 720 Std	S-1	S-2	S-3	S-4	S-5	S-6	S-7
GRD (mg/kg)	100	662	<5.0	<5.0	<5.0	1400	<5.0	<5.0
DRD (mg/kg)	100	985	<5.0	11.3	7170	<5.0	<5.0	<5.0
<b>PVOC (ug/kg)s</b>								
Benzene	5.5	1460	<29	<28	<28	<444	<29	<32
Ethylbenzene	2900	3500	<29	<28	<28	2460	<29	<32
Methyl-Tert-Butyl-Ether	-	<200	<29	<28	<28	<444	<29	<32
Toluene	1500	8720	<29	<28	<28	702	<29	<32
1,2,4-Trimethylbenzene	-	12900	<29	<28	<28	12900	<29	<32
1,3,5-Trimethylbenzene	-	4620	<29	<28	<28	7550	<29	<32
Xylenes	4100	16770	<29	<28	<28	9590	<29	<32
<b>PAH</b>								
Benzo(a)pyrene	8.8	4.08	<2.3	<2.2	<2.2	<2.2	<2.2	<2.6
Benzo(b)fluoranthene	88	<1.1	<1.2	<1.1	<1.1	<1.1	<1.1	1.65
Benzo(ghi)perylene	1800	2.09	<2	<1.9	<1.9	<1.9	<1.9	2.26
Fluorene	100000	311	2.31	<1.4	<1.4	404	<1.4	<1.7
Indeno(1,2,3-cd)pyrene	88	4.4	<1.5	<1.4	<1.4	<1.4	<1.4	<1.7
1-Methylnaphthalene	23000	0.8	6.00	<2.2	<2.2	5590	<2.2	<2.9
2-Methylnaphthalene	20000	2110	6.05	<2.6	<2.6	5700	<2.6	<2.9
Naphthalene	400	197	<2	<1.9	<1.9	1400	<1.9	<2.2

= NR 720 Soil standard exceedance

\* Standards for PAHs are the lower of either groundwater pathway or non-industrial direct contact pathway from "Soil cleanup Levels for PAHs Interim Guidance."

ROTATED 40/00000 • 00

BULTMAN OIL COMPANY  
FORMER BULK PLANT TANK  
LOCATION (REMOVED 2/29)



SCALE: 1"=30'  
0 15' 30' 60'

**LEGEND**

- MONITORING WELL
- EXISTING PROBINGS
- SOIL BORINGS
- △ HAND AUGER BORINGS
- ◇ BULTMAN OIL SOIL BORINGS



Estimated extent of  
Ground-water in excess  
of ES

**KEMAUNEE COOPERATIVE**

**SITE LOCATION**

ND - PNUCs not detected  
B - Benzene results listed in µg/L

FIGURE 9

**Table 2**

**Groundwater Elevations**

Monitoring Well ID	PVC Elevation	1/22/96		2/22/96	
		Water Depth	Water Elev.	Water Depth	Water Elev.
<b>BULTMAN</b>					
MW-1	485.93	2.88	483.05	1.86	484.07
MW-2	486.35	1.83	484.52	2.16	484.19
MW-3	485.46	1.58	483.88	1.80	483.66
<b>KEWAUNEE</b>					
MW-1	494.51	3.25	491.26	5.00	489.51
MW-2	487.40	4.10	483.30	4.04	483.36
MW-2A	487.50	3.18	484.34	3.56	483.96

**Table 3**

**Hydraulic Conductivity Test Results**

Monitoring Well	Hydraulic Conductivity (cm/sec)
MW-2	$5.99 \times 10^{-5}$
MW-2A	$2.68 \times 10^{-4}$ (avg.)

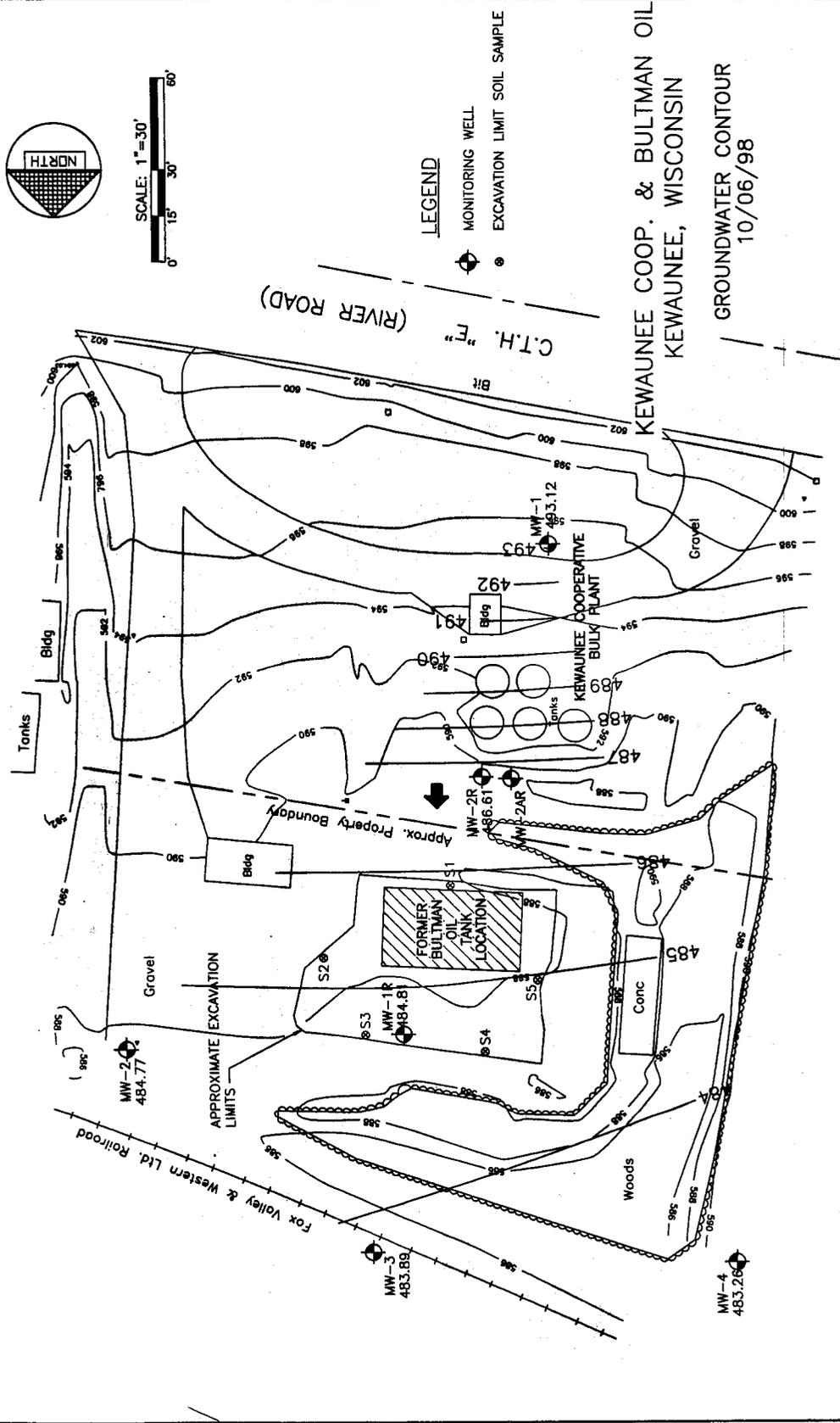
**LABORATORY ANALYTICAL PROCEDURES**

Soil samples were submitted to Montgomery Watson Analytical Testing Services (Wisconsin Certification ID #113138300) for analysis. The soil samples were analyzed for GRO, DRO, and PVOCs.

Groundwater samples were submitted to Mid State Associates (Wisconsin Certification ID #157066030) for analysis. The water samples were analyzed for GRO, DRO, VOCs, PAHs, and dissolved lead.

To comply with the WDNR LUST Analytical Guidance, the owner contracted for laboratory analysis of samples in accordance with the following procedures:

ROTATED 90°00'00" ● 0.0



SCALE: 1"=30'  
 0 15 30 60

**LEGEND**

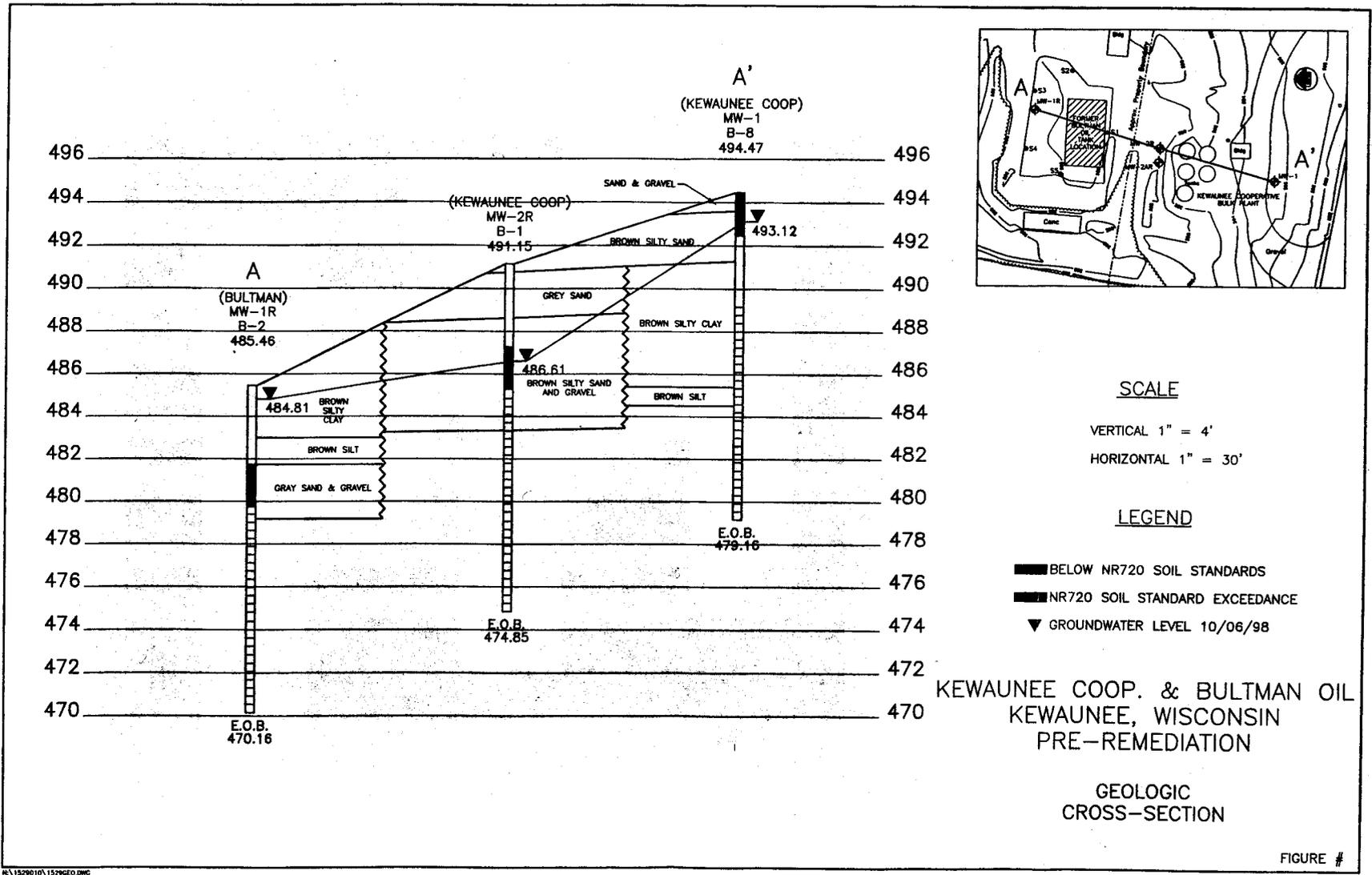
- MONITORING WELL
- EXCAVATION LIMIT SOIL SAMPLE

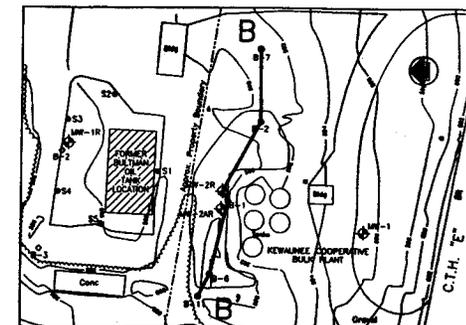
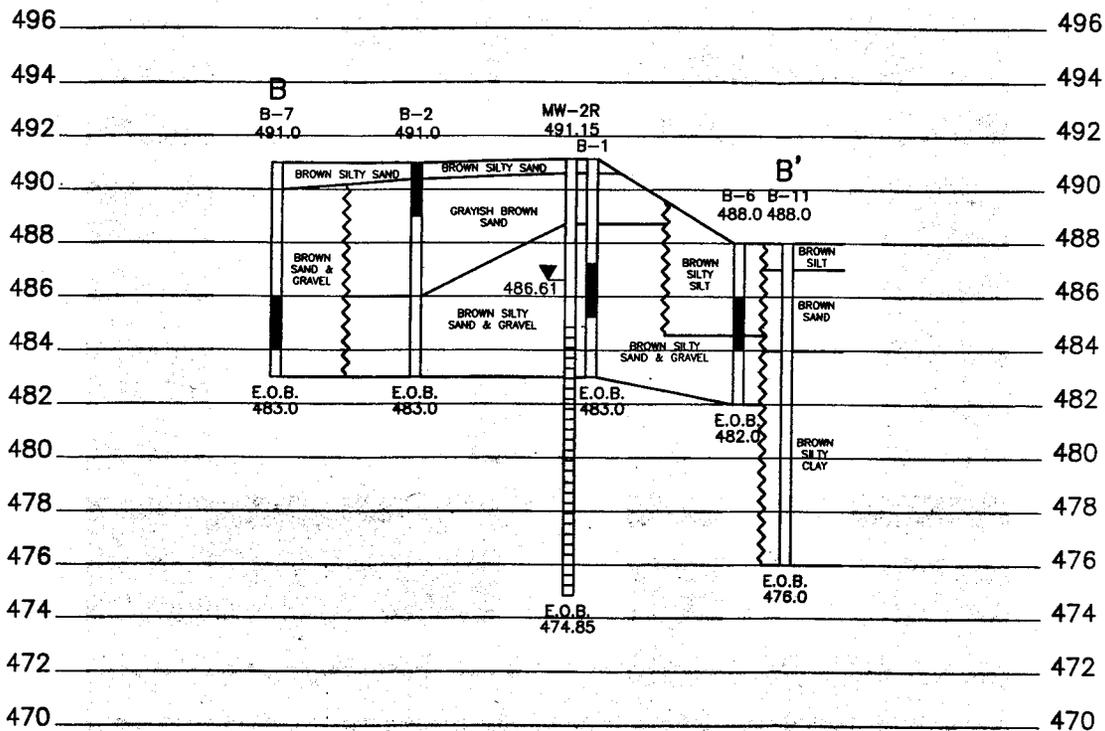
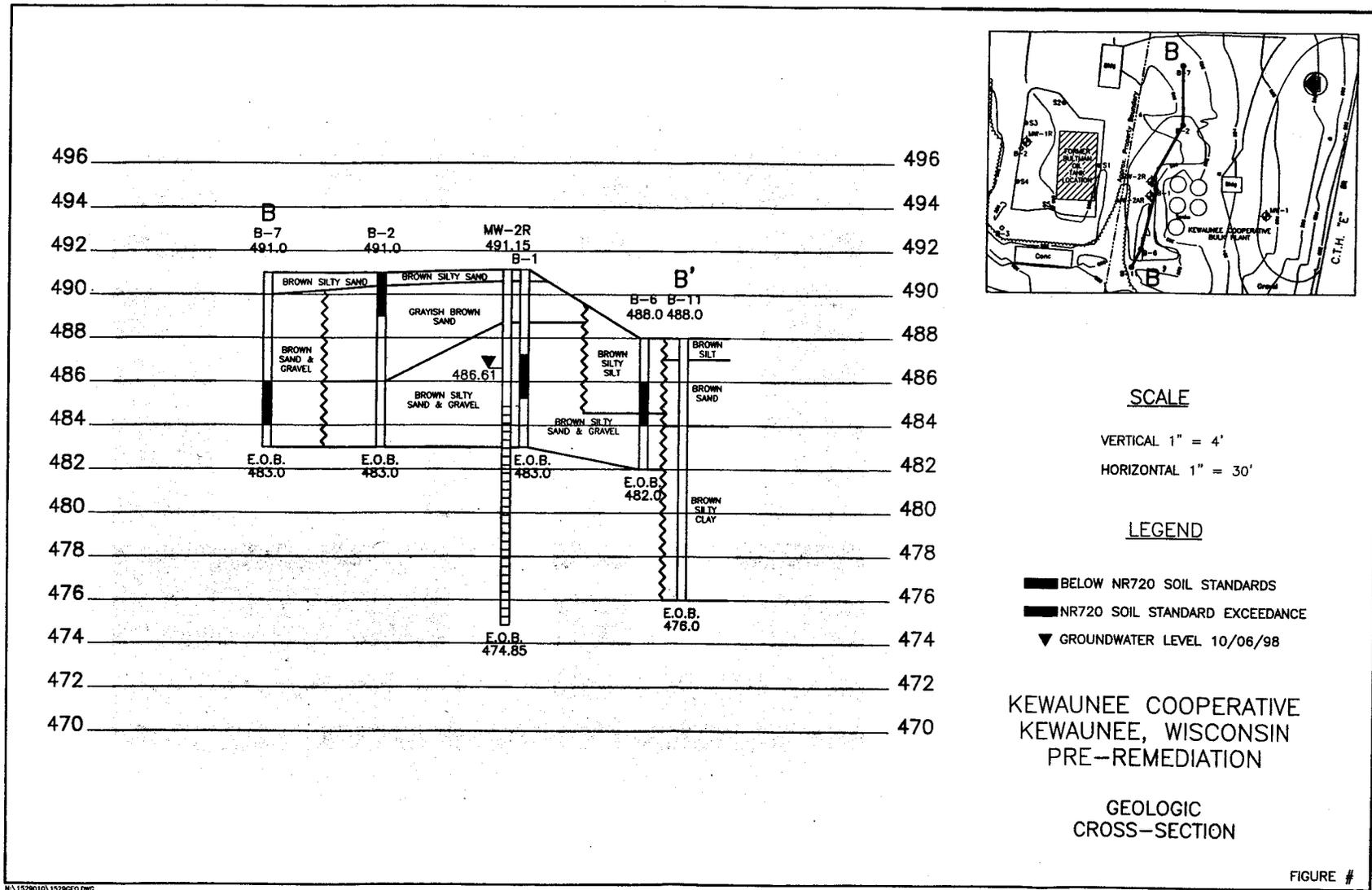
**KEWAUNEE COOP. & BULTMAN OIL  
 KEWAUNEE, WISCONSIN**  
 GROUNDWATER CONTOUR  
 10/06/98

FIGURE #









signed statement from  
RP verifying lease info

# KEWAUNEE COOPERATIVE

331 CEDAR STREET, PO BOX 288  
LUXEMBURG, WI 54217-0288  
(920) 845-2331 (920) 388-5060

FAX

DATE: 9-5-00

NUMBER OF PAGES (INCLUDING COVER PAGE) \_\_\_\_\_

TO: <u>Northern Environmental</u>	FROM: <u>Ken Healer</u>
PHONE: <u>920-592-2400</u>	PHONE: <u>(920) 845-2331 OR (920) 388-5060</u>
FAX #: <u>920-592-2444</u>	FAX #: <u>(920) 845-5544</u>

REMARKS: Bruce,  
 Enclosed is the original bulk plant lease and map dated July, 1947 & an updated lease dated July, 1990 and maps. Exhibit A is the bulk plant map, you need. Exhibit B is the Mill triangle that will continue. If you want you may ask if they would be interested in selling it, (Ex-A).  
 I am mailing you a hard copy in case you cannot read the fax.

Ken

# KEWAUNEE COOPERATIVE

331 CEDAR STREET, PO BOX 288  
LUXEMBURG, WI 54217-0288  
(920) 845-2331 (920) 388-5060

September 26, 2003

Mr. Geoffrey C. Nokes  
Canadian National, Wisconsin Central Division  
6250 North River Road Suite 9000  
Rosemont, Illinois 60018

Dear Mr. Nokes:

Petroleum contamination was previously identified at the River Road bulk plant property that Kewaunee Cooperative currently leases from Canadian National. The petroleum contamination appears to have originated at the bulk plant property leased by Kewaunee Cooperative. A site investigation and remedial action were completed on the above-mentioned bulk plant property. Based on the results of the remedial action, the Wisconsin Department of Commerce issued a conditional closure letter for the property. This closure letter stated several conditions which included filing of a notice of contamination to property at the Kewaunee County Register of Deeds office. Based on information obtained from your office, it was determined that a deed for the property did not exist.

Since this time, the Wisconsin Department of Natural Resources has instituted several changes in their case closure procedure. They established a geographic information system (GIS) Registry of Closed Remediation Sites which allows the general public to access maps showing the location of properties in Wisconsin where soil and ground-water contamination remained at the time the case was closed. The GIS Registry replaces the need to file a notice of contamination on the property deed.

At the time of closure, concentrations of gasoline range organics, diesel range organics, benzene, ethylbenzene, toluene, and xylenes remained in the soil in excess of the NR 720 generic residual contaminant levels (RCLs). The level of benzene contamination in ground water on your property was also above the state ground-water enforcement standards found in chapter NR140, Wisconsin Administrative Code. The environmental consultants who investigated this contamination, have found that the remaining contamination poses no significant threat to the environment or to public health. The soil and ground-water contaminant plumes are stable or receding and will naturally attenuate over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726, Wisconsin Administrative Code. The Wisconsin Department of Commerce has agreed that natural attenuation is an appropriate final remedy for this site and granted case closure.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual ground-water contamination. Any well driller who proposes to construct a well on your property in the future will first need to call Diggers Hotline (1-800-242-8511) if your property is located outside of the service area of a municipally owned water system, or contact the Drinking Water program within the Department of Natural Resources if your property is located within the designated service area of a municipally owned water system to determine if there is a need for special well construction standards. In addition, if any contaminated soil is excavated in the future, it may be considered a solid waste and will need to be disposed in accordance with all applicable laws.

You may obtain a copy of the GIS Registry information by requesting a copy from me, by writing to the agency address given above or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at [www.dnr.state.wi.us/org/at/geo/gwir](http://www.dnr.state.wi.us/org/at/geo/gwir). A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

If you need more information, you may contact me at 920-845-2331 or Bob Klauk, Department of Commerce, at 920-424-0046.

Sincerely,

  
Ken Healey  
Kewaunee Cooperative

c: Bob Klauk, Department of Commerce