

**GIS REGISTRY INFORMATION**

SITE NAME:

JONZY MARKET

BRRTS #:

03-49-150971

FID # (if appropriate):

COMMERCE # (if appropriate):

54810-2324-43

CLOSURE DATE:

2/12/04

STREET ADDRESS:

1043 185th Ave

CITY:

Balsam Lake

SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection):

x= 334278

y= 558561

CONTAMINATED MEDIA:

Groundwater

Soil

Both

OFF-SOURCE GW CONTAMINATION >ES:

 Yes

 No

IF YES, STREET ADDRESS 1:

GPS COORDINATES (meters in WTM91 projection):

X=

Y=

OFF-SOURCE SOIL CONTAMINATION >Generic or Site-Specific RCL (SSRCL):

 Yes

 No

IF YES, STREET ADDRESS 1:

GPS COORDINATES (meters in WTM91 projection):

X=

Y=

CONTAMINATION IN RIGHT OF WAY:

 Yes

 No

**DOCUMENTS NEEDED:**

Closure Letter, and any conditional closure letter issued

Copy of most recent deed, including legal description, for all affected properties

Certified survey map or relevant portion of the recorded plat map (if referenced in the legal description) for all affected properties

N/A

County Parcel ID number, if used for county, for all affected properties

on land contract

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.

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.

Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)

Tables of Latest Soil Analytical Results (no shading or cross-hatching)

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.

GW: Table of water level elevations, with sampling dates, and free product noted if present

GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)

SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour

Geologic cross-sections, if required for SI. (8.5x14" if paper copy)

RP certified statement that legal descriptions are complete and accurate

Copies of off-source notification letters (if applicable)

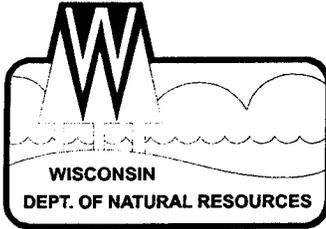
Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW)

Copy of (soil or land use) deed restriction(s) or deed notice if any required as a condition of closure

N/A

N/A





State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Scott Hassett, Secretary  
Bruce Moss, Acting Regional Director

Northern Region Headquarters  
107 Sutliff Ave.  
Rhineland, Wisconsin 54501  
Telephone 715-365-8900  
FAX 715-365-8932  
TDD 715-365-8957

February 12, 2004

Mr. Gregory Jones  
994 206<sup>th</sup> Ave  
Luck, WI 54843

SUBJECT: Final Case Closure By Closure Committee  
Jonzy Market, 1043 185<sup>th</sup> Ave, Balsam Lake, WI  
WDNR BRRTS #: 03-49-150971  
PECFA # 54810-2324-43

Dear Mr. Jones:

On December 4, 2003, your site as described above was reviewed for closure by the Northern Region Closure Committee. This committee reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases. On December 16, 2003, you were notified that the Closure Committee had granted conditional closure to this case.

On February 12, 2004, the Department received correspondence indicating that you have complied with the conditions of closure, specifically, documentation of the abandonment of the monitoring wells and final materials needed for the GIS Registry. Based on the correspondence and data provided, it appears that your case has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code. The Department considers this case closed and no further investigation, remediation or other action is required at this time.

Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit <http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.htm>.

Please be aware that this case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety or welfare, or the environment.

The Department appreciates your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at 715-365-8990.

Sincerely,  
NORTHERN REGION

Janet Kazda  
Remediation and Redevelopment Program

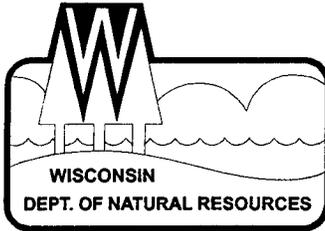
cc: File  
Phil Richard, Park Falls

Tom Muhich  
Environmental Troubleshooters, Inc  
406 Jones St  
Eveleth, MN 55734



Quality Natural Resources Management  
Through Excellent Customer Service





## State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Scott Hassett, Secretary  
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Northern Region Headquarters  
107 Sutliff Ave.  
Rhinelander, Wisconsin 54501  
Telephone 715-365-8900  
FAX 715-365-8932  
TDD 715-365-8957

December 16, 2003

Mr. Gregory Jones  
994 206<sup>th</sup> Ave  
Luck, WI 54853

Subject: Conditional Case Closure  
Jonzy Market, 1043 185<sup>th</sup> Ave, Balsam Lake, Wisconsin  
WDNR BRRTS # 03-49-150971  
PECFA #54810-2324-43

Dear Mr. Jones:

On December 4, 2003, your request for closure of the case described above was reviewed by the Northern Region Closure Committee. The Closure Committee reviews environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases. After careful review of the closure request, the Closure Committee has determined that the unleaded gasoline and diesel fuel contamination on the site appears to have been investigated and remediated to the extent practicable under site conditions. Your case has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code and will be closed if the following conditions are satisfied:

The monitoring wells at the site must be properly abandoned in compliance with ch. NR 141, Wis. Adm. Code. Documentation of well abandonment must be submitted to me on Form 3300-5B found at [www.dnr.state.wi.us/org/water/dgw/gw/](http://www.dnr.state.wi.us/org/water/dgw/gw/) or provided by the Department of Natural Resources.

The GIS Registry packet submitted for this site was incomplete. Please supply the following:

1. The GPS coordinates for the site must be expressed as WTM '91 data. Please visit our website to obtain these coordinates.
2. Please submit a detailed site features map. This map should show the major features of the site and the surrounding properties. It should show buildings, roads, driveways, water bodies, potable wells, utility lines, etc. It should not show any technical details such as groundwater plumes, isoconcentration lines, or monitoring wells.
3. Please provide a diagram showing the latest extent of soil contamination with one contour.

When the above conditions have been satisfied, please submit a letter to let me know that applicable conditions have been met, and your case will be closed. Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit

<http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.htm>.

If this is a PECFA site, section 101.143, Wis. Stats., requires that PECFA claimants seeking reimbursement of interest costs, for sites with petroleum contamination, submit a final reimbursement claim within 120 days after they receive a closure letter on their site. For claims not received by the PECFA Program within 120 days of the date of this letter, interest costs after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

Please be aware that the case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment.

We appreciate your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at 715-365-8990.

Sincerely,  
NORTHERN REGION



Janet Kazda  
Remediation and Redevelopment Program

c: File  
Phil Richard, Park Falls

Tom Muhich  
Environmental Troubleshooters, Inc  
406 Jones St  
Eveleth, MN 55734

STATE BAR OF WISCONSIN FORM 11 - 1982  
LAND CONTRACT  
Individual and Corporate  
(TO BE USED FOR ALL TRANSACTIONS WHERE OVER  
\$25,000 IS FINANCED AND IN OTHER NON-CONSUMER  
ACT TRANSACTIONS)

DOCUMENT NO.

Contract, by and between Gregory E. Jones and Jean B. Jones, his wife,

whether one or more) and Jeffrey R. Traynor ("Vendor",

("Purchaser", whether one or more).

Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the "Property"), in Polk County, State of Wisconsin:

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

26-1290-; 26-1291-0  
PARCEL IDENTIFICATION NUMBER

A parcel in the Southwest corner of the Southwest Quarter of Northeast Quarter (SW 1/4 NE 1/4), Section 32 Township 35 North, Range 16 West described as commencing at the Southwest corner of the Southwest Quarter of Northeast Quarter (SW 1/4 NE 1/4); thence North along the West 40 line 350 feet, thence in an Easterly direction parallel to the South line of said forty a distance of 506 feet; thence in a Southerly direction parallel to the West forty line a distance of approximately 350 feet to a point on the South line of said forty; thence Westerly along the South line of said forty a distance of approximately 506 feet to the point of beginning, all in Section 32 Township 35 North, Range 16 West. The mobile home situate on the above described real estate cannot be sold with the express consent of the Vendor and all proceeds of sale thereof must be applied to the unpaid balance of the land contract.

This is not homestead property.  
(is) (is not)

their residence or such other place as

Purchaser agrees to purchase the Property and to pay to Vendor at may be designated in writing the sum of \$ 155,000.00 in the following manner: (a) \$ 95,000.00 at the execution of this Contract; and (b) the balance of \$ 60,000.00, together with interest from date hereof on the balance outstanding from time to time at the rate of 9 percent per annum until paid in full, as follows: Said principal and interest shall be payable in monthly installments of not less than \$540.00 per month commencing on the        day of May, 1997 and one the same date of each consecutive month - Vendor will extend term of this land contract, if the contract is current in all respects, for a period of twelve (12) months on the same terms and conditions if Purchaser is unable to obtain refinancing. Purchaser shall provide Vendor with evidence of "turn down" by lending institution prior to the extension of land contract.

\*See Above

Provided, however, the entire outstanding balance shall be paid in full on or before the        day of April, 2000, XXXX (the maturity date).

~~Following any default in payment, Vendor shall have the right to cause the sale of the Property at public auction to satisfy the debt.~~

~~Vendor shall not be bound by any provision of any law, ordinance, regulation, order, or decree that may be enacted, issued, or promulgated after the date of this contract that purports to affect the rights of the parties to this contract.~~

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time after April, 1997. ~~60% of the prepayment shall be applied to principal without the provision of Vendor.\*~~

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except:

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on April, 1997

\* Cross Out One.

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the ~~MORTGAGE~~ full \* but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premium when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible. \*insurable value thereof

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: Subject to municipal and zoning ordinances and recorded easements and restrictions of record, if any.

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 60 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 60 days following written notice thereof by Vendor (delivered personally or mailed by certified mail); then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if Purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment on the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment to a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amount then due under this Contract. Purchaser may make such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving other subsequent or prior default of Purchase.

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this \_\_\_\_\_ day of April, 1997

\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)  
\* Gregory E. Jones \_\_\_\_\_ \* Jeffrey R. Traynor  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)  
\* Jean B. Jones \_\_\_\_\_ \*

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) \_\_\_\_\_  
\_\_\_\_\_  
authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

State of Wisconsin, }  
POLK County, } ss.  
Personally came before me this \_\_\_\_\_ day of  
April, 1997, the above named  
Gregory E. Jones and Jean B.  
Jones, his wife, AND Jeffrey R.  
Traynor

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by §706.06, Wis. Stats.)

to me known to be the person S who executed the foregoing instrument and acknowledge the same.

THIS INSTRUMENT WAS DRAFTED BY  
Daniel M. Byrnes Law Office  
P. O. Box 179, Amery, WI 54001  
(Signatures may be authenticated or acknowledged. Both are not necessary.)

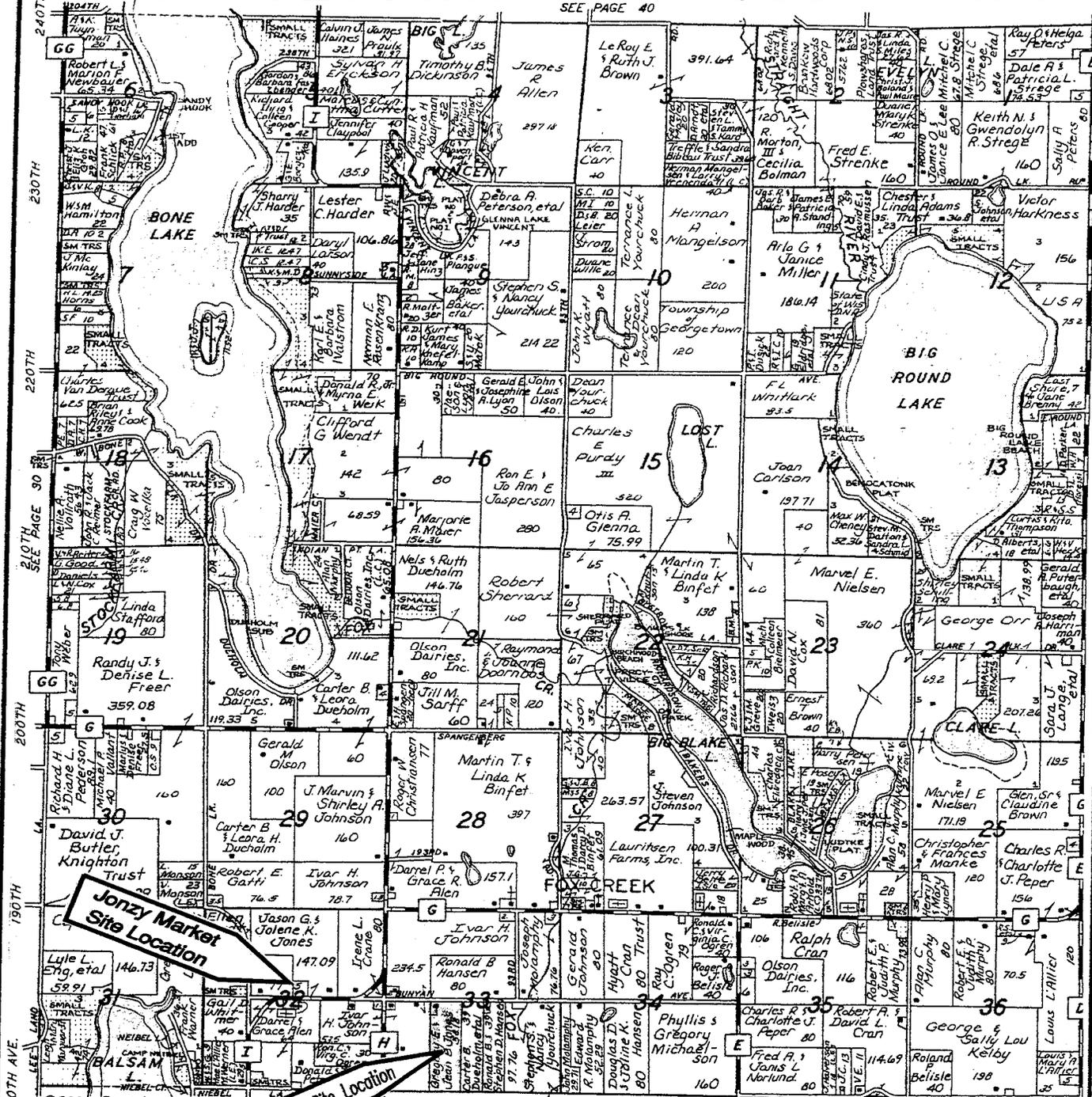
\* Thomas W. Christensen  
Notary Public, Polk County, Wis.  
My commission is permanent. (If not, state expiration date:  
September 3, 2000 )

\* Name of persons signing in any capacity should be typed or printed below their signatures.  
LAND CONTRACT - Individual and Corporate - State Bar of Wisconsin, Form No. 11 - 1982

# GEORGETOWN

# T. 35 N.-R. 16 W.

SEE PAGE 40



SEE PAGE 26

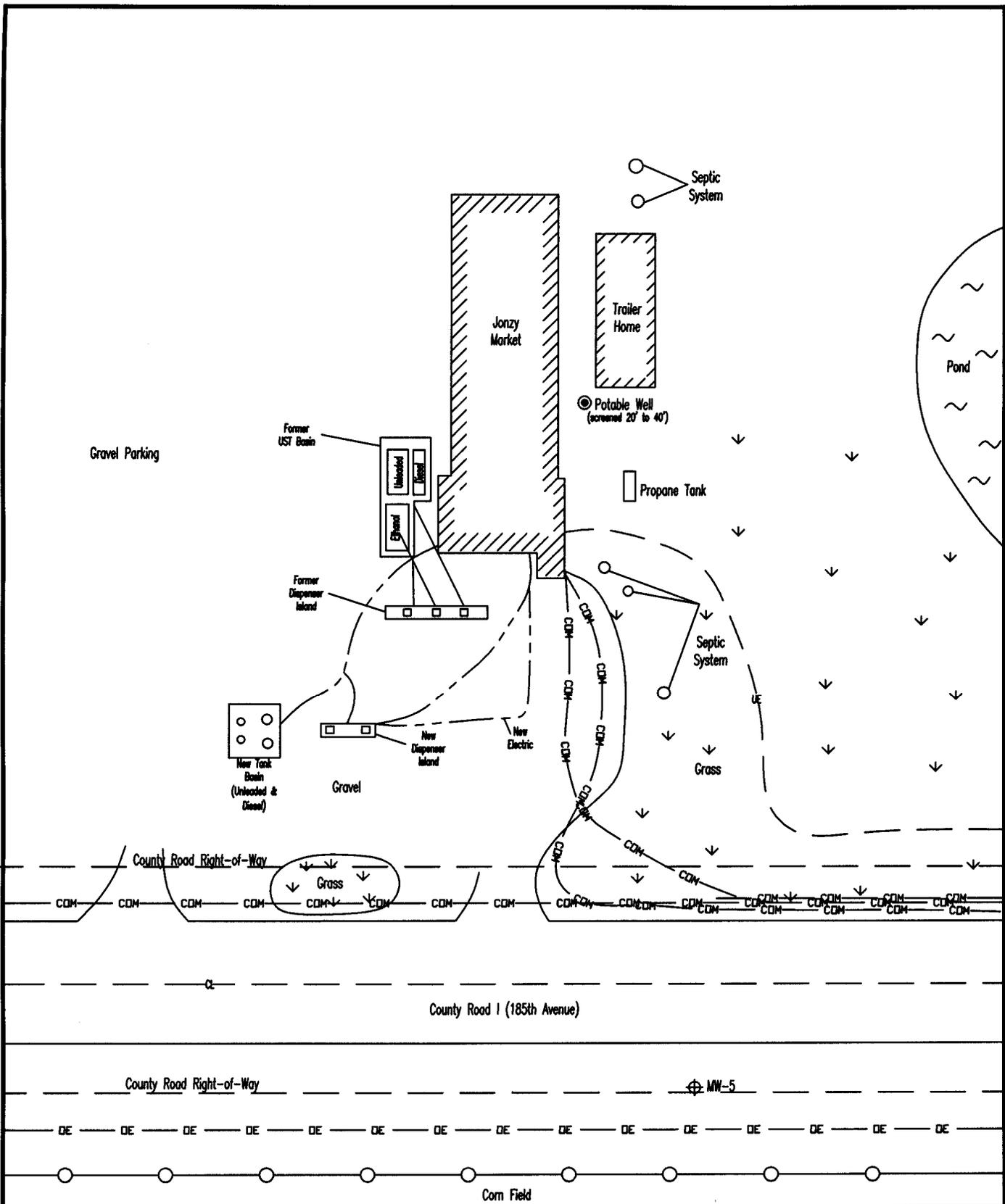
120 TH ST. 110TH 100TH 90TH BOTH 70TH 60



### FIGURE B2

Plat Map  
Jonzy Market  
Balsam Lake, WI

MPCA Leaf:	
Job Number:	00-0604
CHECKED BY:	CREATED BY: JMC
DATE:	09-12-01
FILE NAME:	E:\jonzy\market00-0604\fig3



**FIGURE 2\***

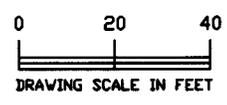
Site Features Map

Jonzy Market  
Balsam Lake, WI

MPCA LEAK#:	JOB NUMBER: 00-0604
CHECKED BY:	CREATED BY: JMG
DATE: 03-14-03	
FILE NAME: C:\jonzymarket00-0604(fig2*)	



- Potable Well
- Buried Electric Line (Dispensers)
- CDM — CDM — CDM — Buried Phone & Cable Lines
- UE — UE — UE — Buried Electrical Line
- DE — DE — DE — Overhead Electrical Lines



**Table B6**  
**Post Remedial Groundwater Sampling Analytical Results**  
**Jonzy Market**  
**Balsam Lake, Wisconsin**  
**BRRTs No. 02-49-150971**

Well No.	Date Sampled	Benzene	Toluene	Ethyl-benzene	Xylenes	MTBE	1,2,4 TMB	1,3,5 TMB	GRO	DRO
MW-1	10/23/01	NS	NS	NS	NS	NS	NS	NS	NS	NS
	1/23/02	<b>230</b>	1.8	<1.6	3.7	<b>67</b>	2.2	<1.9	1700	520
	4/15/02	<b>560</b>	460	86	290	<b>50</b>	53	38	3300	590
	7/24/02	<b>1200</b>	61	370	480	<b>31</b>	160	140	4400	1400
MW-2	10/23/01	<0.45	<0.68	<0.82	<2.47	<0.43	<0.92	<0.94	<50	<100
	1/23/02	<0.45	<0.68	<0.82	<2.47	<0.43	<0.92	<0.94	<50	<100
	4/15/02	<0.45	<0.68	<0.82	<2.47	<0.43	<0.92	<0.94	<50	<100
	7/24/02	<0.45	<0.68	<0.82	<2.47	<0.43	<0.92	<0.94	<50	<100
MW-3	10/23/01	<b>510</b>	<b>8800</b>	<b>1500</b>	<b>24700</b>	<43	<b>3700</b>	<b>1100</b>	51000	8300
	1/23/02	<b>260</b>	<b>4100</b>	<b>1300</b>	<b>18500</b>	<22	<b>3700</b>	<b>1000</b>	40000	6400
	4/15/02	<b>210</b>	<b>1700</b>	170	2670	<4.3	<b>980</b>	<b>280</b>	11000	3200
	7/24/02	<b>140</b>	<b>2600</b>	660	9300	<8.6	<b>3400</b>	<b>930</b>	27000	9100
MW-4	10/23/01	<0.45	<0.68	<0.82	<2.47	<0.43	<0.92	<0.94	<50	<100
	1/23/02	<0.45	<0.68	<0.82	<2.47	<0.43	<0.92	<0.94	<50	<100
	4/15/02	<0.45	<0.68	<0.82	<2.47	<0.43	<0.92	<0.94	<50	<100
	7/24/02	<0.45	<0.68	<0.82	<2.47	<0.43	<0.92	<0.94	<50	<100
MW-5	10/23/01	<0.45	<0.68	<0.82	<2.47	0.65	<0.92	<0.94	<50	<100
	1/23/02	2.2	<0.68	<0.82	<2.47	1.9	<0.92	<0.94	<50	<100
	4/15/02	<b>270</b>	0.71	<0.82	12.7	10	34	<0.94	620	<100
	7/24/02	<b>18</b>	<0.68	<0.82	<2.47	2.2	1.1	<0.94	<50	<100
Potable	10/23/01	<0.28	<0.26	<0.28	<0.85	<0.34	<0.27	<0.27	<50	<100
	1/23/02	<0.28	<0.26	<0.28	<0.85	<0.34	<0.27	<0.27	<50	NA
	4/15/02	<0.48	<0.47	<0.43	<1.94	<0.67	<0.51	<0.52	<50	<100
	7/24/02	<0.48	<0.47	<0.43	<1.94	<0.67	<0.51	<0.52	<50	710
	1/24/03	<0.25	<0.84	<0.53	<1.83	<0.87	<0.69	<0.64	<50	<100
Field Blank	10/23/01	<0.28	0.48	<0.28	<0.85	<0.34	<0.27	<0.27	<50	NA
	1/23/02								<50	NA
	4/15/02	<0.48	<0.47	<0.43	<1.94	<0.67	<0.51	<0.52	<50	NA
	7/24/02	<0.48	<0.47	<0.43	<1.94	<0.67	<0.51	<0.52	<50	NA
Trip Blank	10/23/01	<0.28	<0.26	<0.28	<0.85	<0.34	<0.27	<0.27	NA	NA
	1/23/02	<0.28	<0.26	<0.28	<0.85	<0.34	<0.27	<0.27	<50	NA
	4/15/02	<0.48	<0.47	<0.43	<1.94	<0.67	<0.51	<0.52	<50	NA
	7/24/02	<0.48	<0.47	<0.43	<1.94	<0.67	<0.51	<0.52	<50	NA
	1/24/03	<0.25	<0.84	<0.53	<1.83	<0.87	<0.69	<0.64	<50	<100
NR 140 ES		5	1000	700	10000	60	480 Combined		NS	NS
NR 140 PAL		0.5	68.6	140	124	12	96 Combined		NS	NS

All results reported in ug/L, equivalent to parts per billion (ppb)  
**BOLD** indicates exceedance of NR 140 ES  
MTBE - methyl t-butyl ether  
GRO - gasoline range organics  
DRO - diesel range organics

NS - well not sampled due to damage to casing  
NA - sample not analyzed for this compound  
ES - Enforcement Standard  
PAL - preventative action limit  
TMB - trimethylbenzene

**Table B6 Continued**  
 Post Remedial Soil Sampling Analytical Results  
 Jonzy Market  
 Balsam Lake, Wisconsin  
 BRRTs No. 02-49-150971

Field I.D. Depth (ft)	Date Sampled	Benzene	Toluene	Ethyl- benzene	Xylenes	MTBE	1,2,4 TMB	1,3,5 TMB	GRO	DRO	Lab Type
Confirmation	10/1/2001	<b>3.5</b>	<b>100</b>	<b>40</b>	<b>272</b>	<1.0	140	48	<b>1600</b>	<b>700</b>	Fixed
Stockpile #3	10/1/2001	<0.025	0.026	<0.025	0.039	<0.025	0.027	<0.025	<2.6	<3.9	Fixed
Stockpile #9	10/1/2001	<0.025	<0.025	<0.025	0.038	<0.025	0.026	<0.025	<2.6	4.6	Fixed
Stockpile #14	10/1/2001	<0.050	0.24	0.33	2.6	<0.050	6.6	2	90	<b>320</b>	Fixed
Sidewall #1, 15'	10/1/2001	<0.025	<0.025	<0.025	<0.050	<0.025	<0.025	<0.025	<2.7	5.2	Fixed
Sidewall #2, 15'	10/1/2001	<0.100	<b>1.6</b>	1.9	<b>14.6</b>	<0.100	14	5.6	<b>200</b>	<b>140</b>	Fixed
Sidewall #3, 15'	10/1/2001	<0.025	0.37	0.28	2.5	<0.025	2.1	0.74	28	18	Fixed
Sidewall #4, 15'	10/1/2001	<b>0.16</b>	<b>5.3</b>	<b>3.4</b>	<b>30.7</b>	<0.130	22	8.1	<b>260</b>	59	Fixed
MeOH Blank	10/1/2001	<0.025	<0.025	<0.025	<0.050	<0.025	<0.025	<0.025	<2.5	NA	Fixed
NR720 Generic RCLs		0.0055	1.5	2.9	4.1	NS	NS	NS	100	100	
NR 746 Table 1 Risk Criteria		8.5	38	4.6	42	NS	83	11	NS	NS	

**Bold indicates NR 720 Generic RCL exceedance**

All results in mg/kg, equivalent to parts per million (ppm)

GRO - gasoline range organics

DRO - diesel range organics

**Table B6 Continued**  
 Post Remedial Soil Sampling PAH Analytical Results  
 Jonzy Market  
 Balsam Lake, Wisconsin  
 BRRTs No. 02-49-150971

Field I.D. Depth (ft)	Date Sampled	Fluor- anthene	1-Methyl- naphthalene	2-Methyl- naphthalene	Naph- thalene	Phenan- threne	Pyrene	Lab Type
Confirmation	10/1/2001	<0.23	7.90	16.00	8.60	0.51	<0.26	Fixed
Stockpile #3	10/1/2001	NA	NA	NA	NA	NA	NA	Fixed
Stockpile #9	10/1/2001	NA	NA	NA	NA	NA	NA	Fixed
Stockpile #14	10/1/2001	NA	NA	NA	NA	NA	NA	Fixed
Sidewall #1, 15'	10/1/2001	<0.011	<0.015	<0.013	<0.018	<0.012	<0.013	Fixed
Sidewall #2, 15'	10/1/2001	<0.011	0.043	0.077	0.039	<0.011	<0.012	Fixed
Sidewall #3, 15'	10/1/2001	0.012	0.36	0.60	0.18	0.046	0.015	Fixed
Sidewall #4, 15'	10/1/2001	<0.043	1.30	2.50	1.20	<0.045	<0.049	Fixed
MeOH Blank	10/1/2001	NA	NA	NA	NA	NA	NA	Fixed
WDNR Interim Soil Standards*		8600	0.61	0.59	0.44	7.6	11000	
NR 746 Table 1 Risk Criteria		NS	NS	NS	2.70	NS	NS	

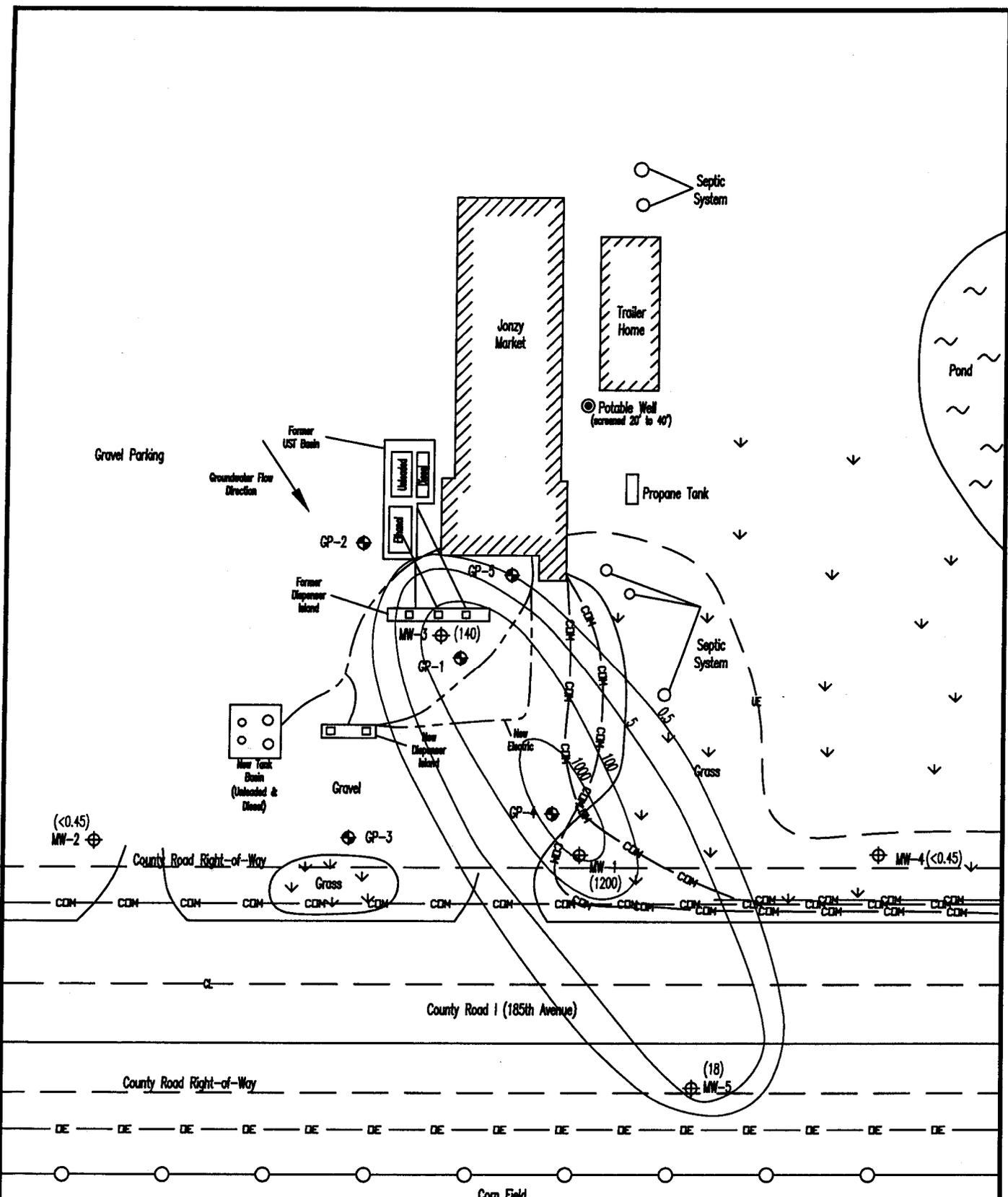
All results in mg/kg, equivalent to parts per million (ppm)

PAH - polycyclic aromatic hydrocarbons

No other PAH compounds detected in soils

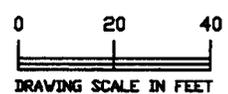
NA - not analyzed for this compound

\* - Groundwater pathway standards from WDNR Draft Guidance (1996)



- ⊕ Geoprobe Locations
- ⊕ Monitoring Well Locations
- ⊙ Potable Well
- Buried Electric Line (Dispensers)
- COM COM COM Buried Phone & Cable Lines
- UE UE UE Buried Electrical Line
- DE DE DE Overhead Electrical Lines

( ) Benzene Concentration (ug/L)  
 5 Isoconcentration Contour



**FIGURE B7**  
 Groundwater-Benzene  
 Distribution Map (07-24-02)

Jonzy Market  
 Balsam Lake, WI

MPCA LEAK#:	JOB NUMBER: 00-0604
CHECKED BY:	CREATED BY: JMG
DATE: 03-14-03	
FILE NAME: C:\jonzymarket\00-0604\6a85	

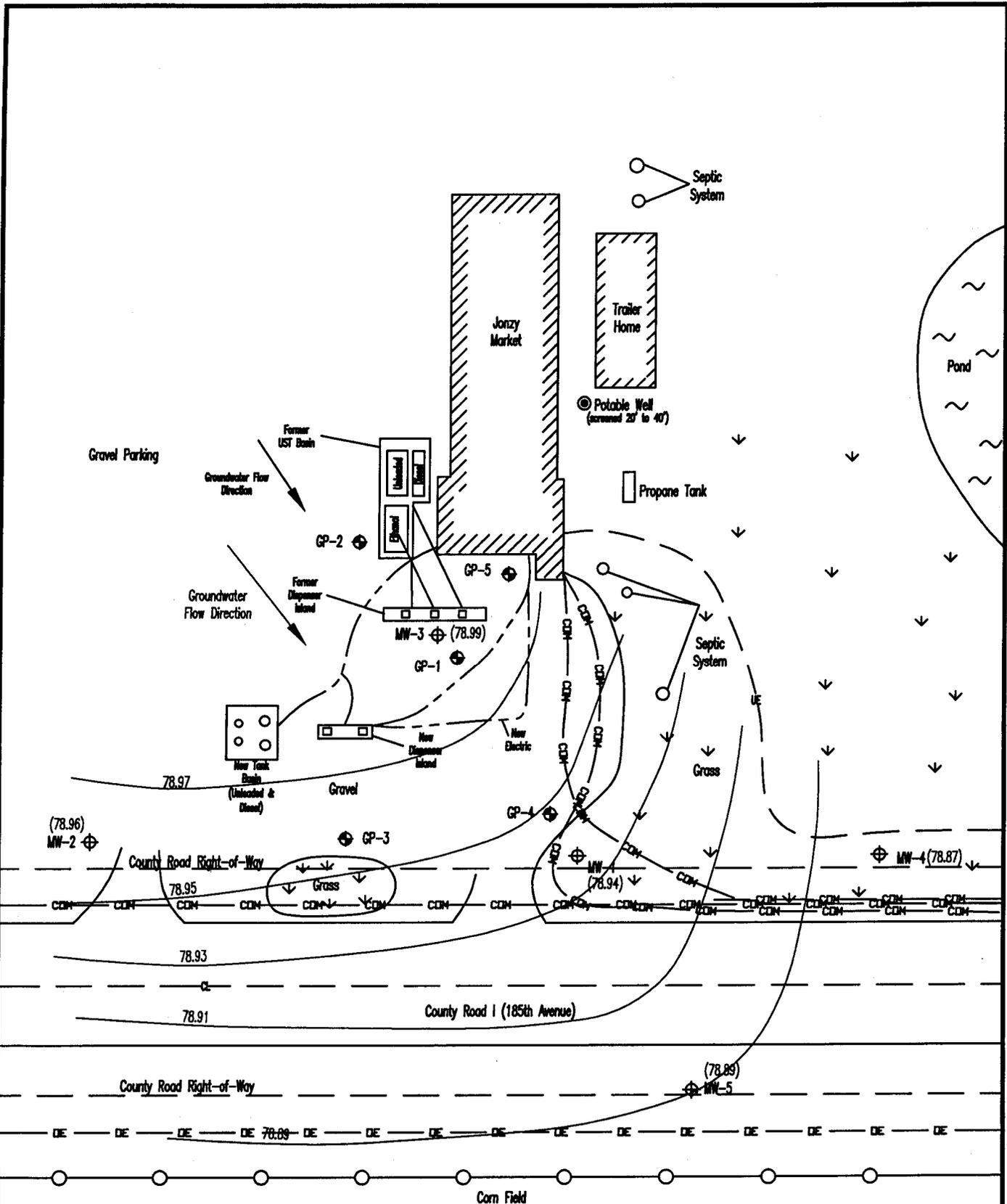
**Table B8**  
**Groundwater Elevation Data**  
**Jonzy Market**  
**Balsam Lake, Wisconsin**  
**BRRTs No. 02-49-150971**

Monitoring Well no.	Date	TOC Elevation	Depth to Groundwater	Groundwater Elevation	Free Product Thickness
MW-1	9/15/98	99.97	20.20	79.77	--
	1/29/99	99.97	20.93	79.04	--
	8/12/99	99.97	20.48	79.49	--
	11/11/99	99.97	21.03	78.94	--
	9/20/00	99.97	25.90	74.07	--
	3/27/01	99.97	22.74	77.23	--
	10/23/01	99.97	19.62	80.35	--
	1/23/02	99.97	20.31	79.66	--
	4/15/02	99.97	19.48	80.49	--
MW-2	7/24/02	99.97	19.41	80.56	--
	9/15/98	101.81	21.99	79.82	--
	1/29/99	101.81	22.75	79.06	--
	8/12/99	101.81	22.28	79.53	--
	11/11/99	101.81	22.85	78.96	--
	9/20/00	101.81	DRY	DRY	--
	3/27/01	101.81	DRY	DRY	--
	10/23/01	101.81	21.42	80.39	--
	1/23/02	101.81	22.11	79.7	--
MW-3	4/15/02	101.81	21.34	80.47	--
	7/24/02	101.81	20.23	81.58	--
	9/15/98	99.56	19.36	80.2	--
	1/29/99	99.56	21.03	78.53	7.5
	8/12/99	99.56	20.00	79.56	--
	11/11/99	99.56	20.57	78.99	3.3
	9/20/00	99.56	21.52	78.04	0.7
	3/27/01	99.56	22.25	77.31	0.75
	10/23/01*	99.42	19.03	80.39	--
MW-4	1/23/02	99.42	19.71	79.71	--
	4/15/02	99.42	18.86	80.56	--
	7/24/02	99.42	18.80	80.62	--
	9/15/98	100.03	NI	NI	--
	1/29/99	100.03	NI	NI	--
	8/12/99	100.03	20.56	79.47	--
	11/11/99	100.03	21.16	78.87	--
	9/20/00	100.03	22.02	78.01	--
	3/27/01	100.03	22.81	77.22	--
MW-5	10/23/01	100.03	19.70	80.33	--
	1/23/02	100.03	20.41	79.62	--
	4/15/02	100.03	19.58	80.45	--
	7/24/02	100.03	18.50	81.53	--
	9/15/98	96.89	NI	NI	--
	1/29/99	96.89	NI	NI	--
	8/12/99	96.89	20.72	76.17	--
	11/11/99	96.89	18.00	78.89	--
	9/20/00	96.89	18.87	78.02	--
3/27/01	96.89	19.65	77.24	--	
10/23/01	96.89	16.51	80.38	--	
1/23/02	96.89	17.26	79.63	--	
4/15/02	96.89	16.44	80.45	--	
7/24/02	96.89	16.35	80.54	--	

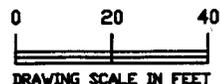
All measurements in feet  
-- free product not present

\* MW-3 resurveyed on 10/18/01 following excavation & reinstallation  
TOC - top of casing

NI - not yet installed



- ⊕ Geoprobe Locations
- ⊕ Monitoring Well Locations
- ⊙ Potable Well
- ( ) Groundwater Elevation (ft)
- $\frac{78.87}{78.87}$  Equipotential Contour
- Buried Electric Line (Dispensers)
- COM COM COM
- Buried Phone & Cable Lines
- UE UE UE
- Buried Electrical Line
- DE DE DE
- Overhead Electrical Lines

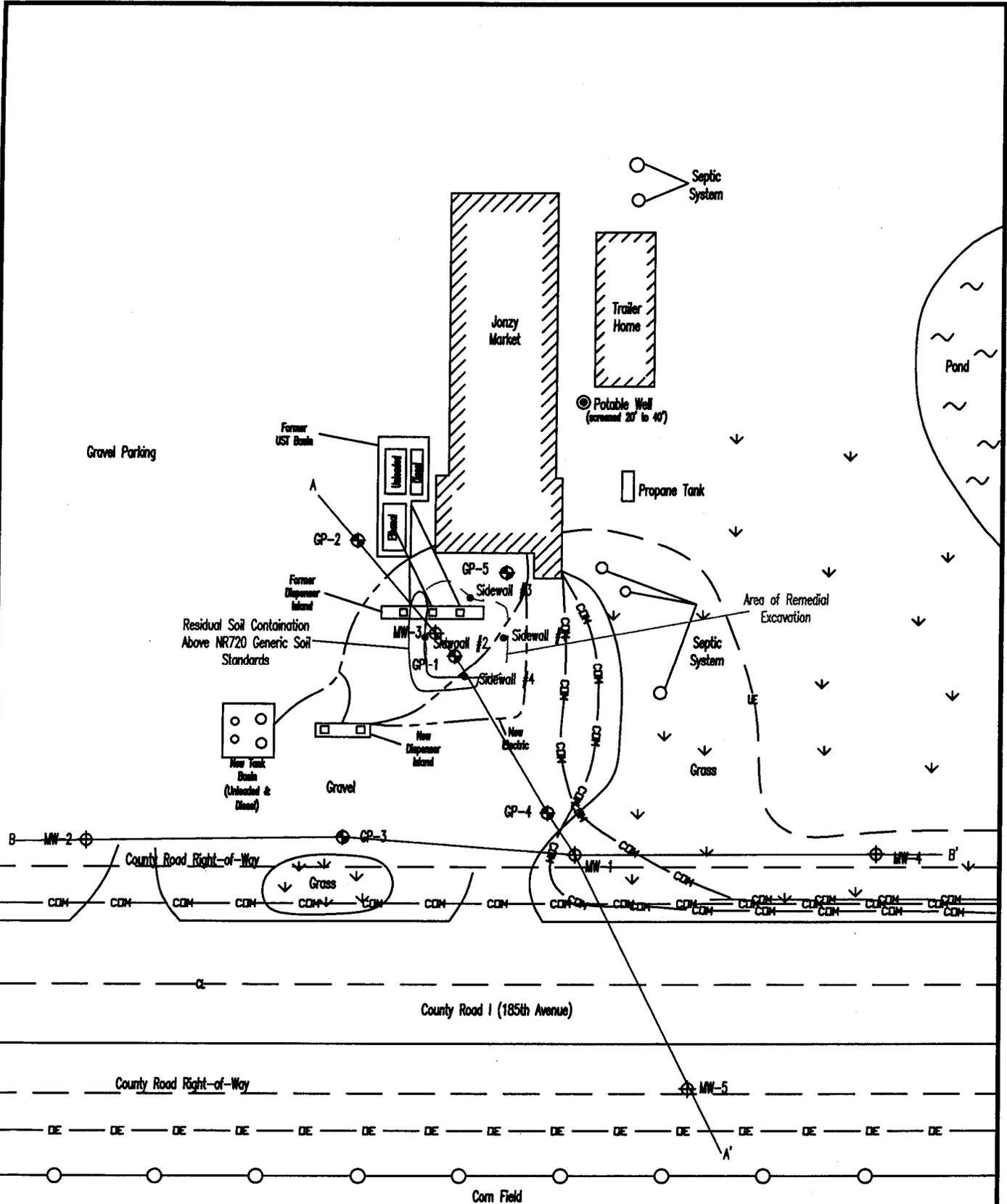


**FIGURE B9**  
Potentiometric Surface Map  
(08-09-99)

Jonzy Market  
Balsam Lake, WI

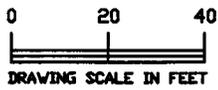
MPCA LEAK#:	JOB NUMBER: 00-0604
CHECKED BY:	CREATED BY: JMG
DATE: 03-14-03	
FILE NAME:	(\ins\jmarket\01-0604(fsp8)





- ⊕ Geoprobe Locations
- ⊕ Monitoring Well Locations
- ⊙ Potable Well

- Buried Electric Line (Dispensers)
- COM — COM — COM — Buried Phone & Cable Lines
- UE — UE — UE — Buried Electrical Line
- DE — DE — DE — Overhead Electrical Lines



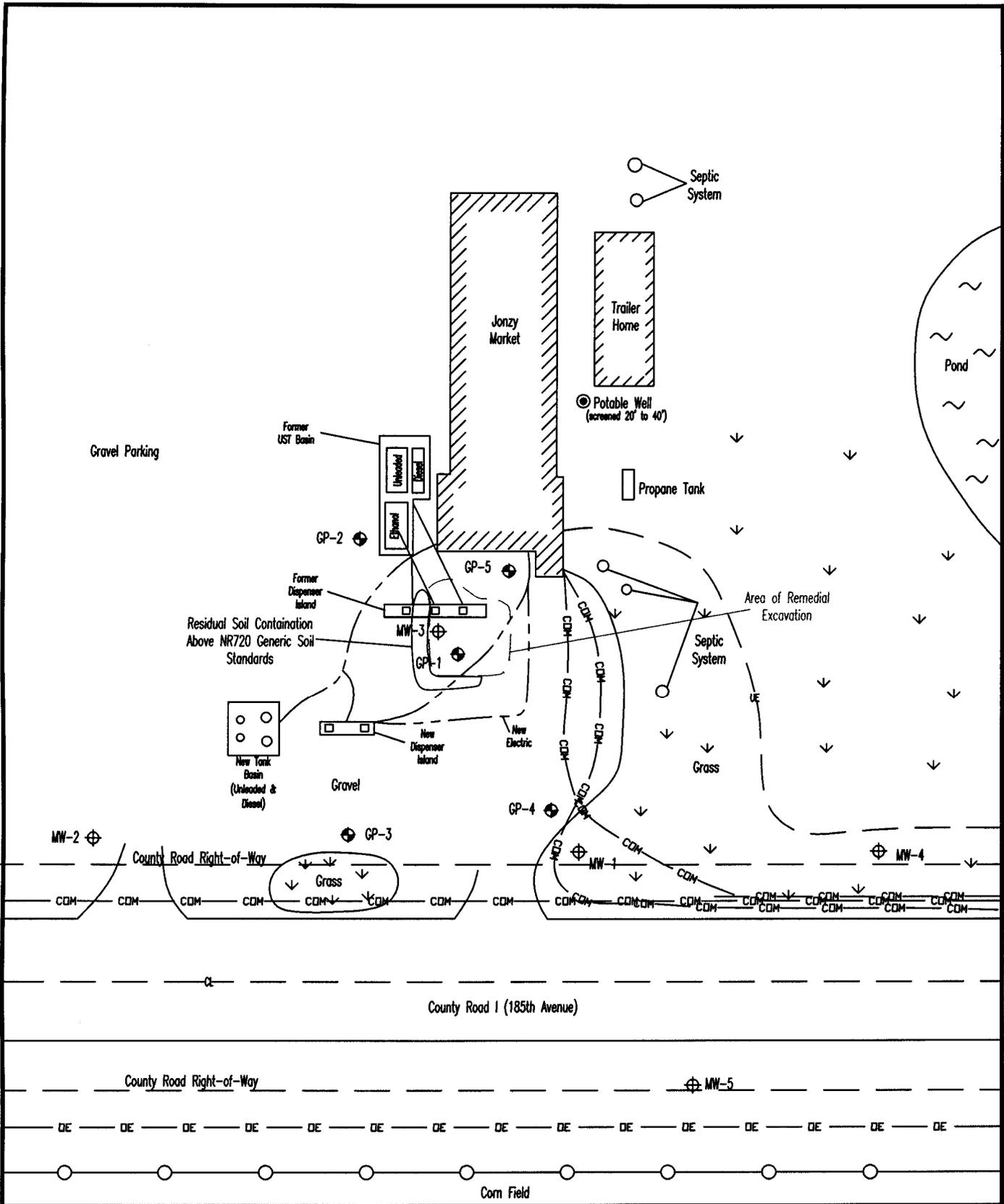
**FIGURE B10**

Contaminated Property Map

Jonzy Market  
Balsam Lake, WI

MPCA LEAK#:	JOB NUMBER: 00-0604
CHECKED BY:	CREATED BY: JMG
DATE:	03-14-03
FILE NAME:	C:\mvm\mkt\00-0604\6aR10





**FIGURE 3\***

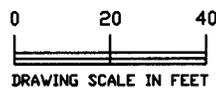
Soil Contamination Map  
(Post Remediation)

Jonzy Market  
Balsam Lake, WI

MPCA LEAK#:	JOB NUMBER: 00-0604
CHECKED BY:	CREATED BY: JMG
DATE: 03-14-03	
FILE NAME: C:\jonzymarket\00-0604(fig3*)	



- ⊕ Geoprobe Locations
- ⊕ Monitoring Well Locations
- ⊙ Potable Well
- Buried Electric Line (Dispensers)
- COM — COM — COM — Buried Phone & Cable Lines
- UE — UE — UE — Buried Electrical Line
- DE — DE — DE — Overhead Electrical Lines







ENVIRONMENTAL TROUBLESHOOTERS, INC.

# LEGEND

PID Reading (ppm) (0.0) ( $<10.0$ )  
 GRO Conc. (mg/kg) ( $<10.0$ )  
 Sampling Interval  
 Screened Interval  
 Excavation Sampling Location  
 Isoconcentration Contour

Water Table 11-11-99

Screened Interval

Excavation Sampling Location

Isoconcentration Contour

Horizontal Scale 1"=40'

Vertical Exaggeration 4x

## FIGURE B11b

Geologic Cross-Section B-B'

Jonzy Market  
Balsam Lake, WI

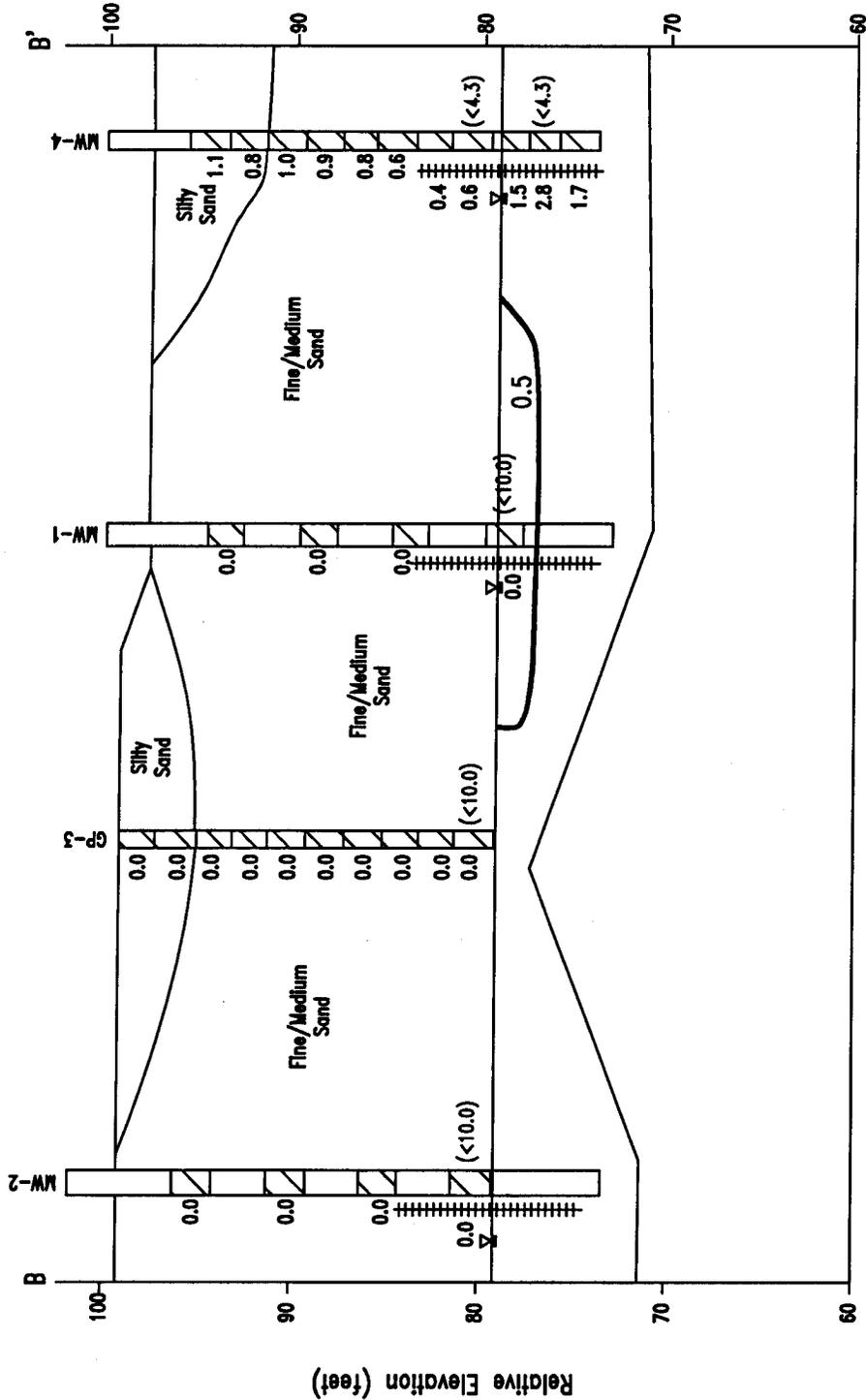
MPCA Leak #:

JOB NUMBER: 00-0604

CHECKED BY: JMG

DATE: 03-14-03

FILE NAME: C:\jmg\mkt00-0604\figB11b



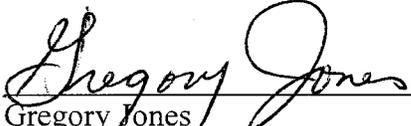
Attachment B12  
Jonzy Market Case Summary and Close Out  
BRRTs No. 02-49-150971

Statement Regarding Legal Descriptions for Contaminated Site

To Whom It May Concern:

Based on the information prepared by Environmental Troubleshooters, Inc. (ET) and included within this Case Summary and Close Out, I believe that the legal description has been attached for each property that is within, or partially within, the contaminated site boundary. These properties include the Jonzy Market site and the adjacent portion of County Road I right-of-way immediately south of the Jonzy Market site. The Jonzy Market property legal description is included in the land contract (Attachment B1).

Sincerely,

  
\_\_\_\_\_  
Gregory Jones

3-24-03  
Date

March 21, 2003

Jeffrey Traynor  
Jonzy Market  
1043 185<sup>th</sup> Avenue  
Balsam Lake, WI 54810

This letter serves to notify you that groundwater contamination in excess of Wisconsin Administrative Code Chapter NR140 Enforcement Standards exists on your property. The following statements are included as required by Wisconsin Administrative Code Chapter NR 726.05(3)(a)4.g.:

“Groundwater contamination that appears to have originated on the property located at 1043 185<sup>th</sup> Avenue (your property; Mr. Gregory Jones is responsible party for this contamination) is present on your property. The levels of benzene, toluene, and trimethylbenzenes contamination in the groundwater on your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable or receding and will naturally degrade 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 and chapter NR 746, Wisconsin Administrative Code, and I will be requesting that the Department of Natural Resources accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.”

“Since the source of the groundwater contamination is not on your property (you did not own the property at the time of the release), neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area, to obtain a copy of the Department of Natural Resources’ publication #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-site Contamination.”

“The Department of Natural Resources will not review my closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to submit any information to the Department of Natural Resources that is relevant to this closure

request, you should mail that information to: Janet Kazda, Wisconsin Department of Natural Resources, 107 Sutliff Avenue, Rhinelander, Wisconsin 54501; Phone: (715) 365-8990.”

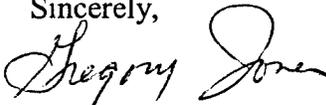
“If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 groundwater enforcement standards will be listed on the Department of Natural Resources’ geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources’ internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.”

“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 groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the 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.”

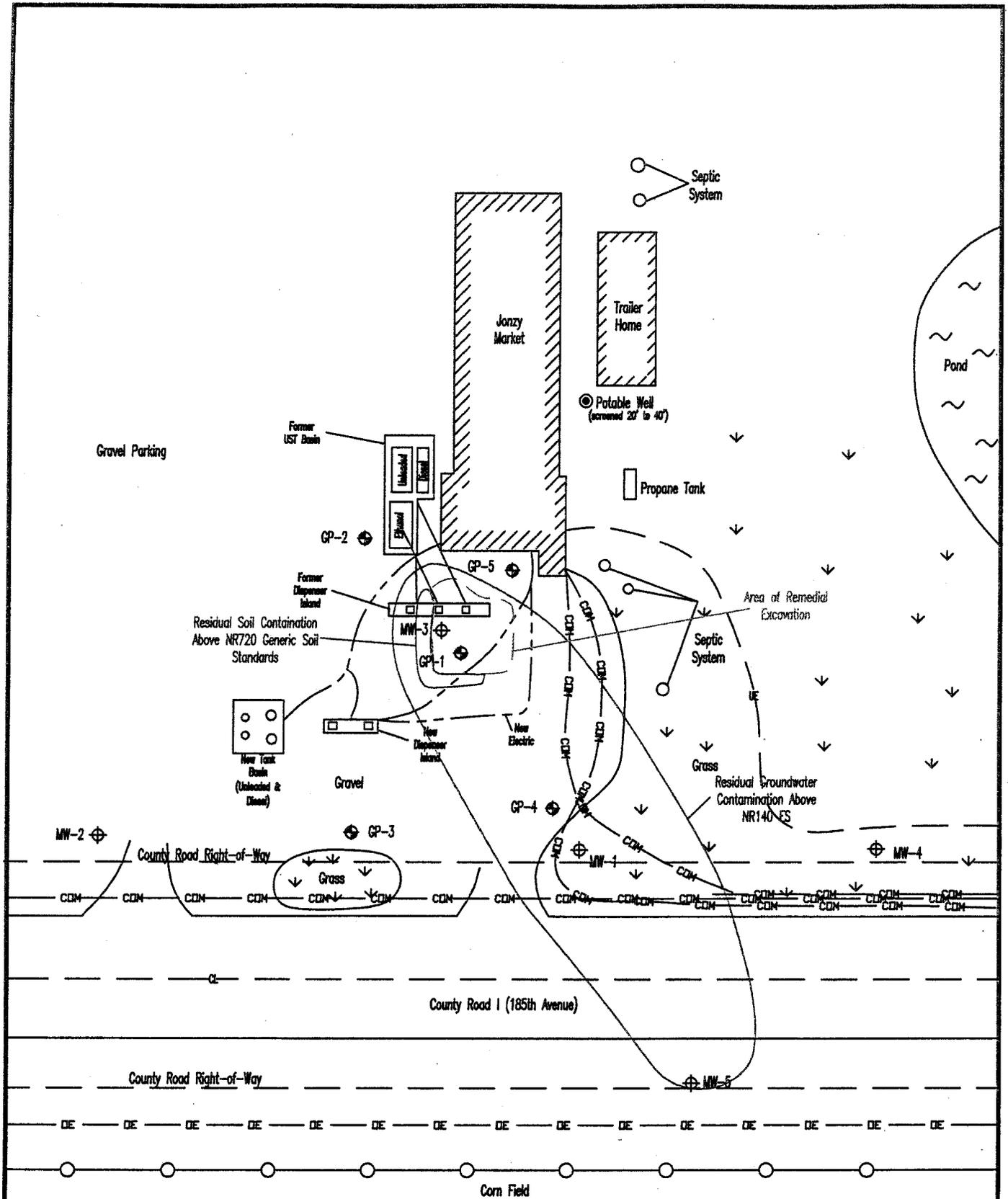
“Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above or by accessing the DNR GIS Registry of Closed Remediation Sites.”

“If you need more information, you may contact me at 994 206<sup>th</sup> Avenue, Luck, Wisconsin 54853 (715) 857-5234, or you may contact Janet Kazda, Wisconsin Department of Natural Resources, 107 Sutliff Avenue, Rhinelander, Wisconsin 54501; Phone: (715) 365-8990.”

Sincerely,



Gregory Jones



**FIGURE B5**

**Contaminated Property Map**

**Jonzy Market  
Balsam Lake, WI**

MPCA LEAK#:	JOB NUMBER: 00-0604
CHECKED BY:	CREATED BY: JMG
DATE: 03-14-03	
FILE NAME: C:\jonzymarket00-0604(figB5)	



- ⊕ Geoprobe Locations
- ⊕ Monitoring Well Locations
- ⊙ Potable Well
- Buried Electric Line (Dispensers)
- CDM — CDM — CDM Buried Phone & Cable Lines
- UE — UE — UE Buried Electrical Line
- DE — DE — DE Overhead Electrical Lines

0 20 40  
DRAWING SCALE IN FEET



March 21, 2003

George Palo  
Polk County Highway Department  
518 Main Street, P.O. Box 248  
Balsam Lake, WI 54810

This letter serves to notify you that groundwater contamination in excess of Wisconsin Administrative Code Chapter NR140 Enforcement Standards exists on your property. The following statements are included as required by Wisconsin Administrative Code Chapter NR 726.05(2)(b)4.:

“Groundwater contamination that appears to have originated on the property located at 1043 185<sup>th</sup> Avenue has migrated onto your property, the County Road I right-of-way. The levels of benzene contamination in the groundwater on your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable or receding and will naturally degrade 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 and chapter NR 746, Wisconsin Administrative Code, and I will be requesting that the Department of Natural Resources accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.”

“Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area, to obtain a copy of the Department of Natural Resources’ publication #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-site Contamination.”

“The Department of Natural Resources will not review my closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to submit any information to the Department of Natural Resources that is relevant to this closure request, you should mail that information to: Janet Kazda, Wisconsin Department of

Natural Resources, 107 Sutliff Avenue, Rhinelander, Wisconsin 54501; Phone: (715) 365-8990.”

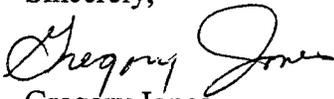
“If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 groundwater enforcement standards will be listed on the Department of Natural Resources’ geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources’ internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.”

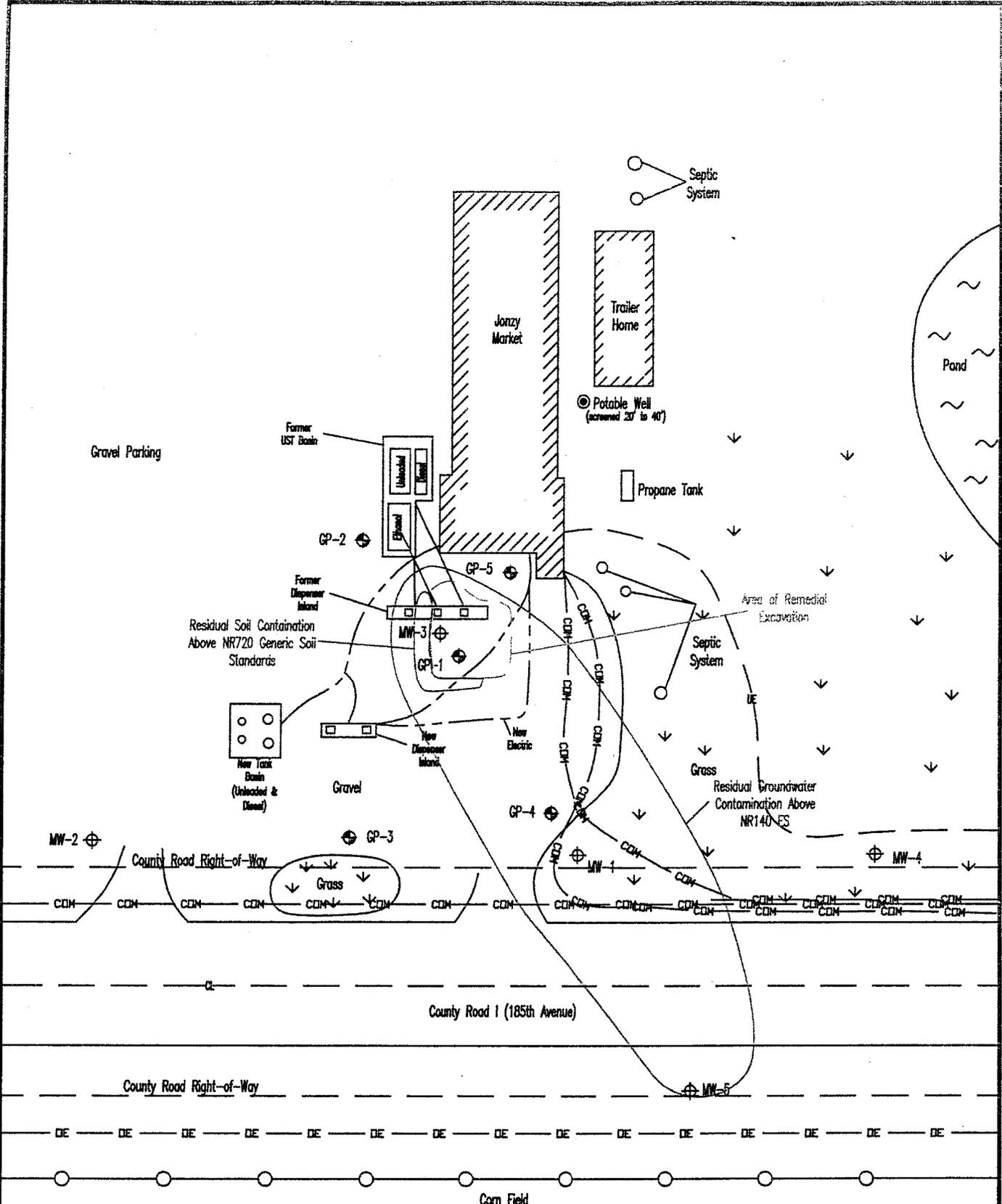
“Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the 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.”

“Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter 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.”

“If you need more information, you may contact me at 994 206<sup>th</sup> Avenue, Luck, Wisconsin 54853 (715) 857-5234, or you may contact: Janet Kazda, Wisconsin Department of Natural Resources, 107 Sutliff Avenue, Rhinelander, Wisconsin 54501; Phone: (715) 365-8990.”

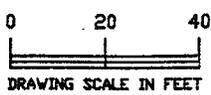
Sincerely,

  
Gregory Jones



- ⊕ Geoprobe Locations
- ⊕ Monitoring Well Locations
- ⊙ Potable Well

- Buried Electric Line (Dispensers)
- COM — COM — COM — Buried Phone & Cable Lines
- UE — UE — UE — Buried Electrical Line
- DE — DE — DE — Overhead Electrical Lines



**FIGURE B5**

**Contaminated Property Map**

**Jonzy Market  
Balsam Lake, WI**

MPCA LEAK#:	JOB NUMBER: 00-0604
CHECKED BY:	CREATED BY: JMG
DATE: 03-14-03	
FILE NAME: C:\jonzymarket\00-0604(figB5)	

