

# GIS REGISTRY

## Cover Sheet

March, 2010  
(RR 5367)

### Source Property Information

BRRTS #: 03-13-000464

ACTIVITY NAME: TOMS AUTO CLINIC

PROPERTY ADDRESS: 2652 E Washington Ave

MUNICIPALITY: Madison

PARCEL ID #: 60-0710-061-2118-2

CLOSURE DATE: May 12, 2010

FID #: 113228830

DATCP #:

COMM #: 53704502652

#### \*WTM COORDINATES:

X: 573064 Y: 292333

*\* Coordinates are in  
WTM83, NAD83 (1991)*

#### WTM COORDINATES REPRESENT:

- Approximate Center Of Contaminant Source  
 Approximate Source Parcel Center

Please check as appropriate: (BRRTS Action Code)

#### Contaminated Media:

Groundwater Contamination > ES (236)

Contamination in ROW

Off-Source Contamination

*(note: for list of off-source properties  
see "Impacted Off-Source Property" form)*

Soil Contamination > \*RCL or \*\*SSRCL (232)

Contamination in ROW

Off-Source Contamination

*(note: for list of off-source properties  
see "Impacted Off-Source Property" form)*

#### Land Use Controls:

N/A (Not Applicable)

Soil: maintain industrial zoning (220)

*(note: soil contamination concentrations  
between non-industrial and industrial levels)*

Structural Impediment (224)

Site Specific Condition (228)

Cover or Barrier (222)

*(note: maintenance plan for  
groundwater or direct contact)*

Vapor Mitigation (226)

Maintain Liability Exemption (230)

*(note: local government unit or economic  
development corporation was directed to  
take a response action)*

#### Monitoring Wells:

Are all monitoring wells properly abandoned per NR 141? (234)

Yes  No  N/A

*\* Residual Contaminant Level*

*\*\*Site Specific Residual Contaminant Level*

This Adobe Fillable form is intended to provide a list of information that is required for evaluation for case closure. It is to be used in conjunction with Form 4400-202, Case Closure Request. The closure of a case means that the Department has determined that no further response is required at that time based on the information that has been submitted to the Department.

**NOTICE: Completion of this form is mandatory** for applications for case closure pursuant to ch. 292, Wis. Stats. and ch. NR 726, Wis. Adm. Code, including cases closed under ch. NR 746 and ch. NR 726. The Department will not consider, or act upon your application, unless all applicable sections are completed on this form and the closure fee and any other applicable fees, required under ch. NR 749, Wis. Adm. Code, Table 1 are included. It is not the Department's intention to use any personally identifiable information from this form for any purpose other than reviewing closure requests and determining the need for additional response action. The Department may provide this information to requesters as required by Wisconsin's Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

BRRTS #: 03-13-000464

Parcel ID #: 60-0710-061-2118-2

ACTIVITY NAME: Tom's Auto Clinic

WTM COORDINATES: X: 573064 Y: 292333

**CLOSURE DOCUMENTS** (the Department add these items to the final GIS packet for posting on the Registry)

Closure Letter

Maintenance Plan (if activity is closed with a land use limitation or condition (land use control) under s. 292.12, Wis. Stats.)

Conditional Closure Letter

Certificate of Completion (COC) for VPLE sites

**SOURCE LEGAL DOCUMENTS**

**Deed:** The most recent deed as well as legal descriptions, for the **Source Property** (where the contamination originated). Deeds for other, off-source (off-site) properties are located in the **Notification** section. **Note:** If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.

**Certified Survey Map:** A copy of the certified survey map or the relevant section of the recorded plat map for those properties where the legal description in the most recent deed refers to a certified survey map or a recorded plat map. (lots on subdivided or platted property (e.g. lot 2 of xyz subdivision)).

Figure #: Title:

**Signed Statement:** A statement signed by the Responsible Party (RP), which states that he or she believes that the attached legal description accurately describes the correct contaminated property.

**MAPS** (meeting the visual aid requirements of s. NR 716.15(2)(h))

Maps must be no larger than 8.5 X 14 inches unless the map is submitted electronically.

**Location Map:** A map outlining all properties within the contaminated site boundaries on a U.S.G.S. topographic map or plat map in sufficient detail to permit easy location of all parcels. If groundwater standards are exceeded, include the location of all potable wells within 1200 feet of the site.

**Note:** Due to security reasons municipal wells are not identified on GIS Packet maps. However, the locations of these municipal wells must be identified on Case Closure Request maps.

Figure #: Title: **Site Location Map**

**Detailed Site Map:** A map that shows all relevant features (buildings, roads, individual property boundaries, contaminant sources, utility lines, monitoring wells and potable wells) within the contaminated area. This map is to show the location of all contaminated public streets, and highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding a ch. NR 140 Enforcement Standard (ES), and/or in relation to the boundaries of soil contamination exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Levels (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.

Figure #: Title: **Site Plan with Borehole and Monitoring Well Locations and Site Map**

**Soil Contamination Contour Map:** For sites closing with residual soil contamination, this map is to show the location of all contaminated soil and a single contour showing the horizontal extent of each area of contiguous residual soil contamination that exceeds a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL) as determined under s. NR 720.09, 720.11 and 720.19.

Figure #: Title: **Soil Contamination Map (December 29, 2008)**

BRRTS #: 03-13-000464

ACTIVITY NAME: Tom's Auto Clinic

**MAPS (continued)**

**Geologic Cross-Section Map:** A map showing the source location and vertical extent of residual soil contamination exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL). If groundwater contamination exceeds a ch. NR 140 Enforcement Standard (ES) when closure is requested, show the source location and vertical extent, water table and piezometric elevations, and locations and elevations of geologic units, bedrock and confining units, if any.

Figure #: Title: Post - Remediation Geologic Cross Section A-A'

Figure #: Title:

**Groundwater Isoconcentration Map:** For sites closing with residual groundwater contamination, this map shows the horizontal extent of all groundwater contamination exceeding a ch. NR140 Preventive Action Limit (PAL) and an Enforcement Standard (ES). Indicate the direction and date of groundwater flow, based on the most recent sampling data. Note: This is intended to show the total area of contaminated groundwater.

Figure #: Title: Groundwater Contamination Map (December 29, 2008)

**Groundwater Flow Direction Map:** A map that represents groundwater movement at the site. If the flow direction varies by more than 20° over the history of the site, submit 2 groundwater flow maps showing the maximum variation in flow direction.

Figure #: Title: Groundwater Contour Map (December 29, 2008)

Figure #: Title: Groundwater Contour Map (3/31/00)

**TABLES (meeting the requirements of s. NR 716.15(2)(h))**

Tables must be no larger than 8.5 x 14 inches unless the table is submitted electronically. Tables must not contain shading and/or cross-hatching. The use of **BOLD** or *ITALICS* is acceptable.

**Soil Analytical Table:** A table showing remaining soil contamination with analytical results and collection dates. Note: This is one table of results for the contaminants of concern. Contaminants of concern are those that were found during the site investigation, that remain after remediation. It may be necessary to create a new table to meet this requirement.

Figure #: Title:

**Groundwater Analytical Table:** Table(s) that show the most recent analytical results and collection dates, for all monitoring wells and any potable wells for which samples have been collected.

Figure #: Title: Groundwater Analytical Results Summary

**Water Level Elevations:** Table(s) that show the previous four (at minimum) water level elevation measurements/dates from all monitoring wells. If present, free product is to be noted on the table.

Figure #: Title: Watertable Elevations Table

**IMPROPERLY ABANDONED MONITORING WELLS**

For each monitoring well not properly abandoned according to requirements of s. NR 141.25 include the following documents.

**Note:** If the site is being listed on the GIS Registry for only an improperly abandoned monitoring well you will only need to submit the documents in this section for the GIS Registry Packet.

Not Applicable

**Site Location Map:** A map showing all surveyed monitoring wells with specific identification of the monitoring wells which have not been properly abandoned.

**Note:** If the applicable monitoring wells are distinctly identified on the Detailed Site Map this Site Location Map is not needed.

Figure #: Title:

**Well Construction Report:** Form 4440-113A for the applicable monitoring wells.

**Deed:** The most recent deed as well as legal descriptions for each property where a monitoring well was not properly abandoned.

**Notification Letter:** Copy of the notification letter to the affected property owner(s).

BRRTS #: 03-13-000464

ACTIVITY NAME: Tom's Auto Clinic

## NOTIFICATIONS

### Source Property

**N/A Letter To Current Source Property Owner:** If the source property is owned by someone other than the person who is applying for case closure, include a copy of the letter notifying the current owner of the source property that case closure has been requested.

**N/A Return Receipt/Signature Confirmation:** Written proof of date on which confirmation was received for notifying current source property owner.

### Off-Source Property

Group the following information per individual property and label each group according to alphabetic listing on the "Impacted Off-Source Property" attachment.

**N/A Letter To "Off-Source" Property Owners:** Copies of all letters sent by the Responsible Party (RP) to owners of properties with groundwater exceeding an Enforcement Standard (ES), and to owners of properties that will be affected by a land use control under s. 292.12, Wis. Stats.

**Note:** Letters sent to off-source properties regarding residual contamination must contain standard provisions in Appendix A of ch. NR 726.

### Number of "Off-Source" Letters:

**N/A Return Receipt/Signature Confirmation:** Written proof of date on which confirmation was received for notifying any off-source property owner.

**N/A Deed of "Off-Source" Property:** The most recent deed(s) as well as legal descriptions, for all affected deeded **off-source** property(ies). This does not apply to right-of-ways.

**Note:** If a property has been purchased with a land contract and the purchaser has not yet received a deed, a copy of the land contract which includes the legal description shall be submitted instead of the most recent deed. If the property has been inherited, written documentation of the property transfer should be submitted along with the most recent deed.

**X Letter To "Governmental Unit/Right-Of-Way" Owners:** Copies of all letters sent by the Responsible Party (RP) to a city, village, municipality, state agency or any other entity responsible for maintenance of a public street, highway, or railroad right-of-way, within or partially within the contaminated area, for contamination exceeding a groundwater Enforcement Standard (ES) and/or soil exceeding a Residual Contaminant Level (RCL) or a Site Specific Residual Contaminant Level (SSRCL).

**Number of "Governmental Unit/Right-Of-Way Owner" Letters: Two (2)**



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Matthew J. Frank, Secretary  
Lloyd L. Eagan, Regional Director

South Central Region Headquarters  
3911 Fish Hatchery Road  
Fitchburg, Wisconsin 53711-5397  
Telephone 608-275-3266  
FAX 608-275-3338  
TTY Access via relay - 711

May 12, 2010

File Ref.: 03-13-000464

Marylynn Franzen  
Tom's Auto Clinic  
2652 East Washington Avenue  
Madison, WI 53704

SUBJECT: Final Case Closure with Continuing Obligations  
Tom's Auto Clinic, 2652 Washington Avenue, Madison, WI  
WDNR BRRTS Activity #: 03-13-000464

Dear Ms. Franzen:

On January 26, 2009, the South Central Region Closure Committee reviewed your request for closure of the case described above. The Closure Committee reviews environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases. On February 9, 2009, you were notified that the Closure Committee had granted conditional closure to this case.

The Department received information or documentation indicating that you have complied with the requirements for final closure. Based on the correspondence and data provided, it appears that your case meets the closure requirements in ch. NR 726, Wisconsin Administrative Code. The Department considers this case closed and no further investigation or remediation is required at this time, however, you and future property owners must comply with certain continuing obligations as explained in this letter.

GIS Registry

This site will be listed on the Remediation and Redevelopment Program's GIS Registry. The specific reasons are summarized below:

- Residual soil contamination exists that must be properly managed should it be excavated or removed
- If a structural impediment that obstructed a complete site investigation or cleanup is removed or modified, additional environmental work must be completed
- Pavement, an engineered cover or a soil barrier must be maintained over contaminated soil and the state must approve any changes to this barrier
- Groundwater contamination is present above Chapter NR 140 enforcement standards

This letter and information that was submitted with your closure request application will be included on the GIS Registry. To review the sites on the GIS Registry web page, visit the RR Sites Map page at

<http://dnr.wi.gov/org/aw/rr/gis/index.htm>. If the property is listed on the GIS Registry because of remaining contamination and you intend to construct or reconstruct a well, you will need prior Department approval in accordance with s. NR 812.09(4)(w), Wis. Adm. Code. To obtain approval, Form 3300-254 needs to be completed and submitted to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line <http://dnr.wi.gov/org/water/dwg/3300254.pdf> or at the web address listed above for the GIS Registry.

### Closure Conditions

Please be aware that pursuant to s. 292.12 Wisconsin Statutes, compliance with the requirements of this letter is a responsibility to which you, the current property owner and any subsequent property owners must adhere. You must pass on the information about these continuing obligations to the next property owner or owners. If these requirements are not followed or if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, welfare, or the environment, the Department may take enforcement action under s. 292.11 Wisconsin Statutes to ensure compliance with the specified requirements, limitations or other conditions related to the property or this case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code. The Department intends to conduct inspections in the future to ensure that the conditions included in this letter including compliance with referenced maintenance plans are met.

### Residual Soil Contamination

Residual soil contamination remains as indicated on the attached map and in the information submitted to the Department of Natural Resources. If soil in the specific locations described above is excavated in the future, then pursuant to ch. NR 718 or, if applicable, ch. 289, Stats., and chs. 500 to 536, the property owner at the time of excavation must sample and analyze the excavated soil to determine if residual contamination remains. If sampling confirms that contamination is present the property owner at the time of excavation will need to determine whether the material is considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable standards and rules. In addition, all current and future owners and occupants of the property need to be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken to prevent a direct contact health threat to humans.

### Structural Impediments

Structural impediments existing at the time of cleanup as shown on the attached map, made complete investigation and remediation of the soil contamination on this property impracticable. Pursuant to s. 292.12(2)(b), Wis. Stats., if the structural impediments on this property that are described above are to be removed, the property owner shall notify the Department of Natural Resources before removal and conduct an investigation of the degree and extent of petroleum contamination. If contamination is found at that time, the contamination shall be properly remediated in accordance with applicable statutes and rules. If soil in the specific locations described above is excavated, the property owner at the time of excavation must sample and analyze the excavated soil to determine if residual contamination remains. If sampling confirms that contamination is present the property owner at the time of excavation will need to determine whether the material is considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable statutes and rules. In addition, all current and future owners and occupants of the property need to be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken during excavation activities to prevent a health threat to humans.

### Cover or Barrier

Pursuant to s. 292.12(2)(a), Wis. Stats., the concrete cap that currently exists in the location shown on the attached map shall be maintained in compliance with the attached maintenance plan in order to minimize the infiltration of water and prevent additional groundwater contamination that would violate the groundwater quality standards in ch. NR 140, Wis. Adm. Code, and to prevent direct contact with residual soil contamination that might otherwise pose a threat to human health. If soil in the specific locations described above is excavated in the future, the property owner at the time of excavation must sample and analyze the excavated soil to determine if residual contamination remains. If sampling confirms that contamination is present the property owner at the time of excavation will need to determine whether the material is considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable statutes and rules. In addition, all current and future owners and occupants of the property need to be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken during excavation activities to prevent a health threat to humans.

The attached maintenance plan and inspection log are to be kept up-to-date and on-site. Please submit the inspection log to the Department only upon request.

### Prohibited Activities

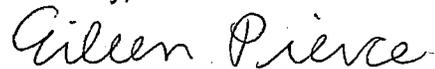
The following activities are prohibited on any portion of the property where a building foundation or engineered cap is required as shown on the attached map, unless prior written approval has been obtained from the Wisconsin Department of Natural Resources: 1) removal of the existing barrier; 2) replacement with another barrier; 3) excavating or grading of the land surface; 4) filling on capped or paved areas; 5) plowing for agricultural cultivation; 6) construction or placement of a building or other structure.

### Residual Groundwater Contamination

Groundwater impacted by petroleum contamination greater than enforcement standards set forth in ch. NR140, Wis. Adm. Code, is present on this contaminated property and off this contaminated property. For more detailed information regarding the locations where groundwater samples have been collected (i.e., monitoring well locations) and the associated contaminant concentrations, refer to the Remediation and Redevelopment Program's GIS Registry at the RR Sites Map page at <http://dnr.wi.gov/org/aw/rr/gis/index.htm>.

The Department appreciates your efforts to restore the environment at this site. If you have any questions regarding this closure decision or anything outlined in this letter, please contact Larry Lester at 608-275-3465.

Sincerely,



Eileen Pierce, Acting Team Supervisor  
South Central Region Remediation & Redevelopment Program

cc: Powell, Metco

# CONCRETE/BUILDING FOUNDATION COVER MAINTENANCE PLAN

December 14, 2009

Tom's Auto Clinic

Property Located at:

2652 East Washington Avenue, Madison, WI 53704

FID # 113228830, WDNR BRRTS # 03-13-000464

See attached deed for legal description (Exhibit A).

Tax Parcel No. 60-0710-061-2118-2

## Introduction

This document is the Maintenance Plan for a pavement (concrete) and building foundation cover at the above-referenced property in accordance with the requirements of s. NR 724.13(2), Wisconsin Administrative Code. The maintenance activities relate to the paved surface and building foundation occupying the area over the contaminated soil and groundwater on the property. The contaminated soil and groundwater is impacted by Benzene, Ethylbenzene, Naphthalene, Toluene, Trimethylbenzene, and Xylene. The location of the paved surface and building foundation to be maintained in accordance with this Maintenance Plan, as well as the impacted soil plume, are identified in the attached map (Exhibit B).

## Cover Purpose

The paved surface and building foundation over the contaminated soil and groundwater serves as a barrier to prevent direct human contact with residual soil contamination that might otherwise pose a threat to human health. This paved surface and building foundation also act as a partial infiltration barrier to minimize future soil to groundwater contamination migration that would violate the groundwater standards in ch. NR140, Wisconsin Administrative Code. Based on the current and future use of the property, the barrier should function as intended unless disturbed.

## Annual Inspection

The paved surface and building foundation overlying the contaminated soil and groundwater as depicted in Exhibit B will be inspected once a year, normally in the spring after all snow and ice is gone, for erosion and other potential problems that can cause exposure to the underlying contaminated soils or additional infiltration into groundwater. The inspections will be performed to evaluate erosion due to settling, runoff, and other factors. Any area where the underlying contaminated soils have become or are likely to become exposed will be documented. A log of the inspections and any repairs will be maintained by the property owner and is included as Exhibit C, Cap

Inspection Log. The log will include recommendations for necessary repair of any areas where underlying soils are exposed. Once repairs are completed, they will be documented in the inspection log.

### Maintenance Activities

If problems are noted during the annual inspections or at any other time during the year, repairs will be scheduled as soon as practical. Repairs can include patching and filling operations or they can include larger resurfacing or construction operations. In the event that necessary maintenance activities expose the underlying soil, the owner must inform maintenance workers of the direct contact exposure hazard and provide them with appropriate personal protection equipment ("PPE"). The owner must also sample any soil that is excavated from the site or property prior to disposal to ascertain if contaminants remain. The soil must be treated, stored and disposed of by the owner in accordance with applicable local, state and federal law.

In the event the paved surface or building foundation overlying the contaminated soil is removed or replaced, the replacement barrier must be, at a minimum, equal in thickness as the original cover. Any replacement barrier will be subject to the same maintenance and inspection guidelines as outlined in this Maintenance Plan unless indicated otherwise by the WDNR or its successor.

The property owner, in order to maintain the integrity of the paved surface and building foundation, will maintain a copy of this Maintenance Plan on-site and make it available to all interested parties (i.e. on-site employees, contractors, future property owners, etc.) for viewing.

### Amendment or Withdrawal of Maintenance Plan

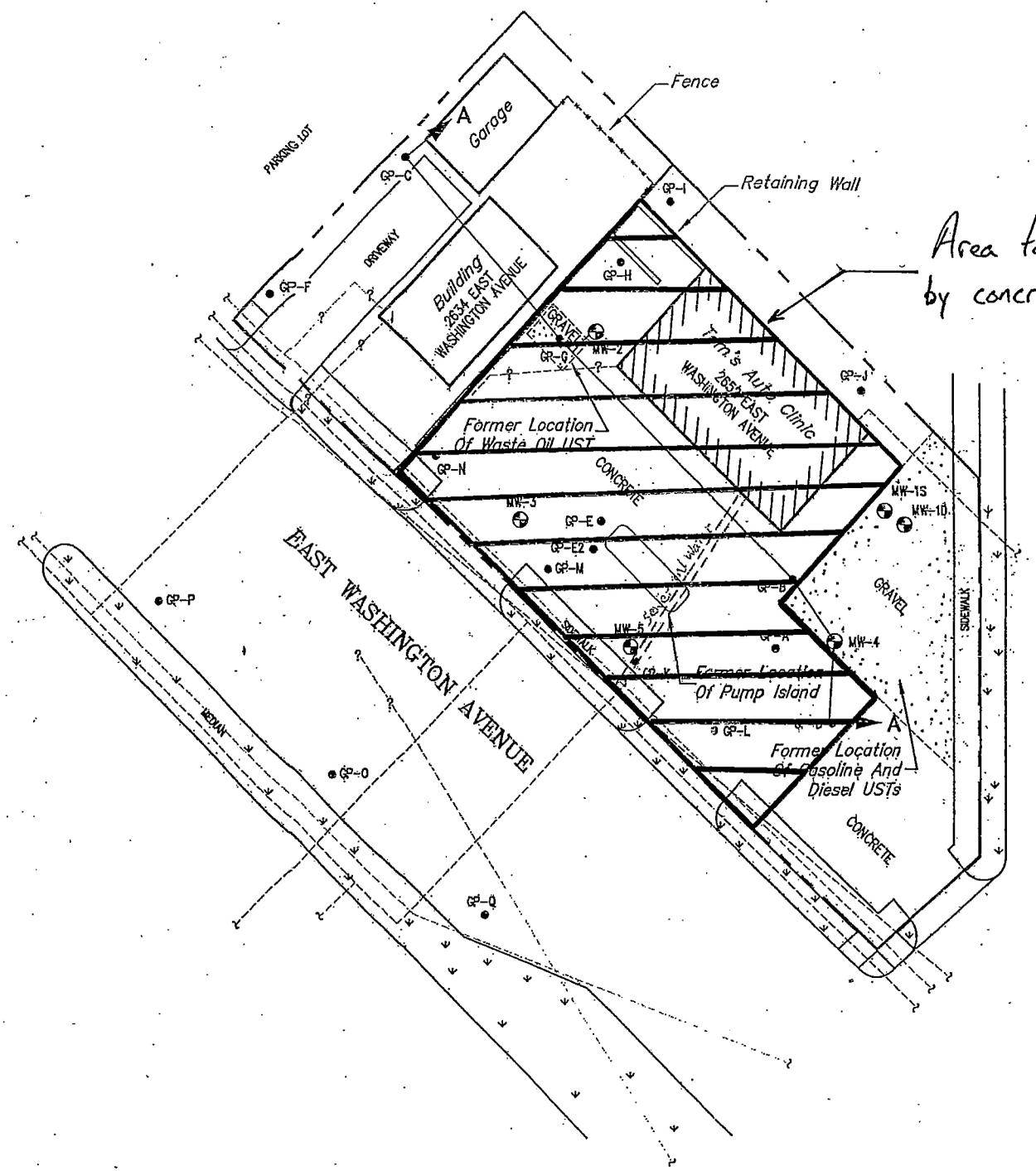
This Maintenance Plan can be amended or withdrawn by the property owner and its successors with the written approval of WDNR.

### Contact Information December 2009

Site or Property Owner and Operator: Tom's Auto Clinic  
Marylynn Franzen  
2652 E. Washington Ave.  
Madison, WI 53704

Consultant:	Jason T. Powell METCO 1421 State Road 16 La Crosse WI, 54601 (608) 781-8879	WDNR:	Larry Lester WDNR South Central Region 3911 Fish Hatchery Road Fitchburg, WI 53711 (608) 275-3465
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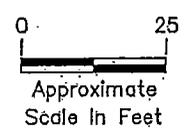
Area to be maintained  
by concrete/building foundation Cap

**LEGEND**

- ⊕ Monitoring Well Location
- Geoprobe Boring Location
- - - - - Approximate Location Of Property Limits
- - - - - Electrical (Underground)
- - - - - Natural Gas
- - - - - Sanitary
- - - - - Water
- - - - - Storm
- ∨ Grass
- A A' Cross Section Location: MW-2 Is Projected

**NOTE**

The Location Of All Utilities And Property Boundaries Are Approximate And Were Not Surveyed By Gannett Fleming. Modified by METCO



**SITE PLAN WITH  
BOREHOLE AND  
MONITORING WELL  
LOCATIONS**  
TOM'S AUTO CLINIC  
MADISON, WISCONSIN



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Matthew J. Frank, Secretary  
Lloyd L. Eagan, Regional Director

South Central Region Headquarters  
3911 Fish Hatchery Road  
Fitchburg, Wisconsin 53711-5397  
Telephone 608-275-3266  
FAX 608-275-3338  
TTY Access via relay - 711

February 9, 2010

File Ref.: 03-13-000464

Marylynn Franzen  
Tom's Auto Clinic  
2652 East Washington Avenue  
Madison, WI 53704

Subject: Conditional Closure Decision,  
With Requirements to Achieve Final Closure  
Tom's Auto Clinic, 2652 East Washington Avenue, Madison, Wisconsin  
WDNR BRRTS Activity # 03-13-000464

Dear Mrs. Franzen:

On January 26, 2009, the South Central Region Closure Committee reviewed your request for closure of the case described above. 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 Petroleum contamination at 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 condition has been satisfied:

**MONITORING WELL ABANDONMENT**

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 the Department on Form 3300-005 found at <http://dnr.wi.gov/org/water/dwg/gw/> or provided by the Department of Natural Resources.

When the above condition has been satisfied, please submit the appropriate documentation (well abandonment forms, etc.) to verify 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 GIS Registry. To review the site on the GIS Registry web page, visit the RR Sites Map page at: <http://dnr.wi.gov/org/aw/rr/gis/index.htm>.

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. If there is equipment purchased with PECFA funds remaining at the site, contact the Commerce PECFA Program to determine the method for salvaging the equipment.

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 the above address or by telephone at 608-275-3465.

Sincerely,

A handwritten signature in black ink, appearing to read "Lawrence J. Lester". The signature is written in a cursive style with a large initial "L".

Lawrence Lester  
Hydrogeologist  
Bureau for Remediation & Redevelopment

cc: Powell, METCO



DOCUMENT NO.

REAL ESTATE MORTGAGE (For Consumer or Business Mortgage Transactions)

Thomas J. Conkey ("Mortgagor,"

whether one or more) mortgages, conveys and warrants to ANCHORBANK, S.S.B., 25 WEST MAIN, MADISON, WI 53703 ("Lender")

in consideration of the sum of TWENTY THOUSAND AND NO/100

Dollars (\$ 20,000.00 ), loaned or to be loaned to Thomas J. Conkey

("Borrower," whether one or more), evidenced by Borrower's note(s) or agreement dated November 30, 1999

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property") to secure the Obligations described in paragraph 5 on the reverse side, including but not limited to repayment of the sum stated above plus certain future advances made by Lender.

1. Description of Property. (This Property is not the homestead of Mortgagor.)

DANE COUNTY REGISTER OF DEEDS

3176980

12-07-1999 4:00 PM

Trans. Fee

Rec. Fee 14.00 Pages 3

001023

Recording Area

Name and Return Address

ATTN: COMMERCIAL LENDING ANCHORBANK, S.S.B. 25 W. MAIN STREET MADISON, WI 53703

60-0710-061-2118-2 Parcel Identifier No.

- Checkboxes for mortgage details: description on attached sheet, construction mortgage, Condominium Rider attached.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and n/a

3. Escrow. Interest will not be paid on escrowed funds if an escrow is required under paragraph 8(a) on the reverse side.

4. Additional Provisions. Mortgagor agrees to the Additional Provisions on the reverse side, which are incorporated herein.

The undersigned acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT. (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed NOVEMBER 30, 1999

(SEAL)

(Type of Organization)

By: Thomas J. Conkey (SEAL)

By: (SEAL)

By: (SEAL)

By: (SEAL)

AUTHENTICATION OR ACKNOWLEDGEMENT

Signatures of

STATE OF WISCONSIN } ss. County of DANE

This instrument was acknowledged before me on NOVEMBER 30, 1999 by Thomas J. Conkey

authenticated this day of

(Name(s) of person(s))

as n/a (Type of authority, e.g., officer, trustee, etc., if any)

Title: Member State Bar of Wisconsin or authorized under §706.06, Wis. Stats.

of n/a (Name of party or behalf of whom instrument was executed, if any)

Notary Public, Wisconsin

My Commission (Expires) May 12, 2002

This instrument was drafted by Tammy Jo McCann 1611/1

\*Type or print name signed above.

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## ADDITIONAL PROVISIONS

5. **Mortgage as Security.** This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges according to the terms of the promissory notes or agreement of Borrower to Lender identified on the reverse side, and any extensions, renewals or modifications signed by any Borrower of such promissory notes or agreement, (b) to the extent not prohibited by the Wisconsin Consumer Act (i) any additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor primarily for personal, family or household purposes and agreed in documents evidencing the transaction to be secured by this Mortgage, and (ii) all other additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, (c) all interest and charges, and (d) to the extent not prohibited by law, all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

6. **Taxes.** To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. **Insurance.** Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through Insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Lender and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's approval, Borrower is free to select the insurance agent or insurer through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagor fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagor, such insurance may be acquired by Lender solely to protect the interest of the Lender (it will not cover Mortgagor's equity in the Property), and Mortgagor's obligation to repay Lender shall be in accordance with Section 10.

8. **Mortgagor's Covenants.** Mortgagor covenants:

001024

- (a) **Escrow.** If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (5) other items agreed to be included in the escrow. Lender may, at any time, collect and hold such escrow funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law;
- (b) **Condition and Repair.** To keep the Property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- (c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2 on the reverse side;
- (d) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;
- (e) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
- (f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to his interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;
- (g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);
- (i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;
- (j) **Ordinances.** To comply with all laws, ordinances and regulations affecting the Property; and
- (k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement identified on the reverse side.

9. **Environmental Laws.** Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws, Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. **Authority of Lender to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

11. **Default; Acceleration; Remedies.** If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately payable unless notice to Mortgagor or Borrower and an opportunity to cure are required by §425.105, Wis. Stats., or the document evidencing the Obligation and, in that event, the Obligation will become payable if the default is not cured as provided in that statute or the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

12. **Waiver.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.

13. **Power of Sale.** In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

14. **Assignment of Rents and Leases.** Mortgagor assigns and transfers to Lender, as additional security for the Obligations, all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part of all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has the right to collect the rents, issues and profits from the Property, but upon the occurrence of such an event of default, and the giving of notice by Lender to Mortgagor declaring that constructive possession of the Property is in Lender, Mortgagor's license to collect is terminated and Lender shall be entitled to such rents, issues and profits and may, after giving Mortgagor any notice and opportunity to perform required by law, notify any or all tenants to pay all such rents directly to Lender. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property.

15. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. **Foreclosure Without Deficiency Judgment.** If the Property is a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.101, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. **Expenses.** To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

19. **Successors and Assigns.** The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

20. **Entire Agreement.** This Mortgage is intended by the Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

MUST BE ATTACHED TO MORTGAGE OR RESA

ANCHORBANK, S.S.B.  
Thomas J. ConkeyTax Key Number: 60-0710-061-2118-2  
November 30, 1999

Real Estate Description Attachment

001025

Lot Thirty-six (36), Clyde A. Gallagher Replat of part of Lots 120 and 121, Farwell's Addition in the City of Madison, Dane County, Wisconsin, except that part conveyed to the State of Wisconsin by Warranty Deed recorded in Volume 533 of Deeds, page 124, as Document No. 785403.

Subject to a slope easement as set forth in Volume 533 of Deeds, page 124, as Document No. 785403. Lot Thirty-seven (37), Clyde A. Gallagher Replat of part of Lots 120 and 121, Farwell's Addition, in the City of Madison, Dane County, Wisconsin.

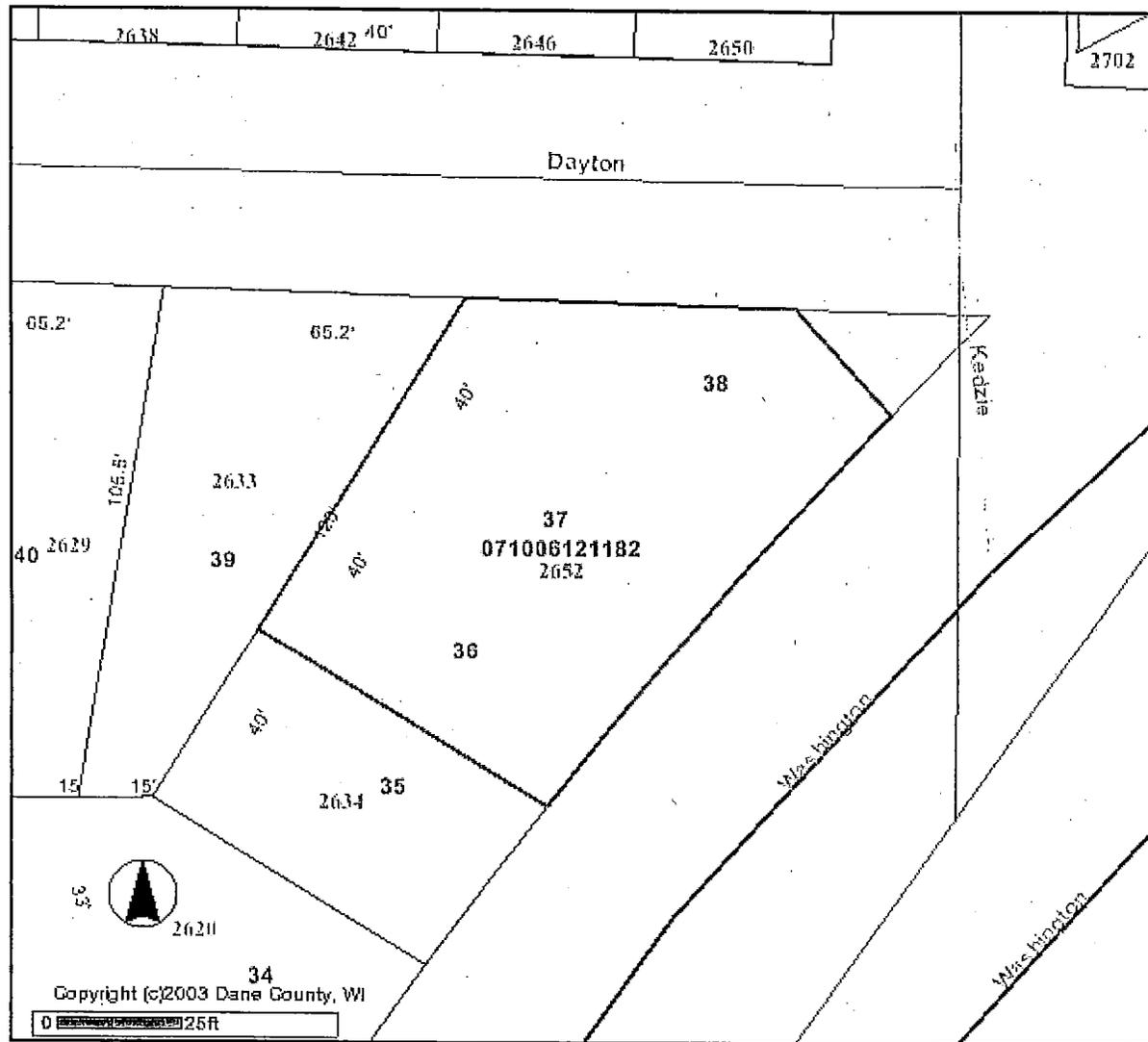
Part of Lot Thirty-eight (38), Clyde A. Gallagher Replat of part of Lots 120 and 121, Farwell's Addition, in the City of Madison, Dane County, Wisconsin, described as follows: Commencing at the Northwesterly corner of said Lot 38; thence East along the North line of said Lot, 67.2 feet; thence Southeasterly in a direct line 64.4 feet to a point on the Southeasterly line of said Lot, 16.3 feet Northeasterly from the Southerly corner of said Lot; thence Southwesterly along said Lot, 16.3 feet to said Southerly corner; thence Northwesterly along the Southwesterly line of said Lot 38, 120 feet to the point of beginning.

EXCEPT from the last two above-mentioned parcels that part conveyed to the State of Wisconsin by Warranty Deed recorded in Volume 531 of Deeds, page 389, as Document No. 783756.

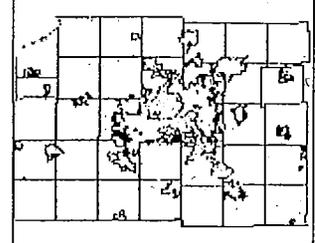
Subject to a slope easement as set forth in Volume 531 of Deeds, page 389, as Document No. 783756.

# Dane County DCiMap

Print Close



- Road Centerlines
- Local Roads
- County Highways
- State Highways
- Interstate
- US Highways
- On/Off Ramps
- Parcels
- Ownership Boundaries
- Plat Text
- Acreage Text
- Hydrography (lines)
- River/Stream
- Lot Number Text



## DCiMap

**DISCLAIMER**  
 This map was prepared using the Dane County DCiMap online geographic information system. All information is believed accurate but is NOT guaranteed to be without error. This map and its underlying data is intended to be used as a general index to land related information and is not intended for detailed, site-specific analysis. Dane County GIS datasets used to produce this map are copyrighted.

WDNR BRRTS Case #: 03-13-000464

WDNR Site Name: Tom's Auto Clinic

**Geographic Information System (GIS) Registry of Closed Remediation Sites**

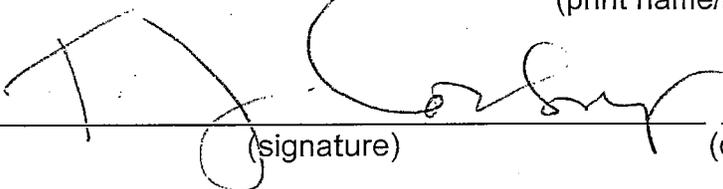
In compliance with the revisions to the NR 700 rule series requiring certain closed sites to be listed on the Geographic Information System (GIS) Registry of Closed Remediation Sites (Registry) effective Nov., 2001, I have provided the following information.

To the best of my knowledge the legal descriptions provided and attached to this statement are complete and accurate.

Responsible Party:

Thomas J. Conkey

(print name/title)

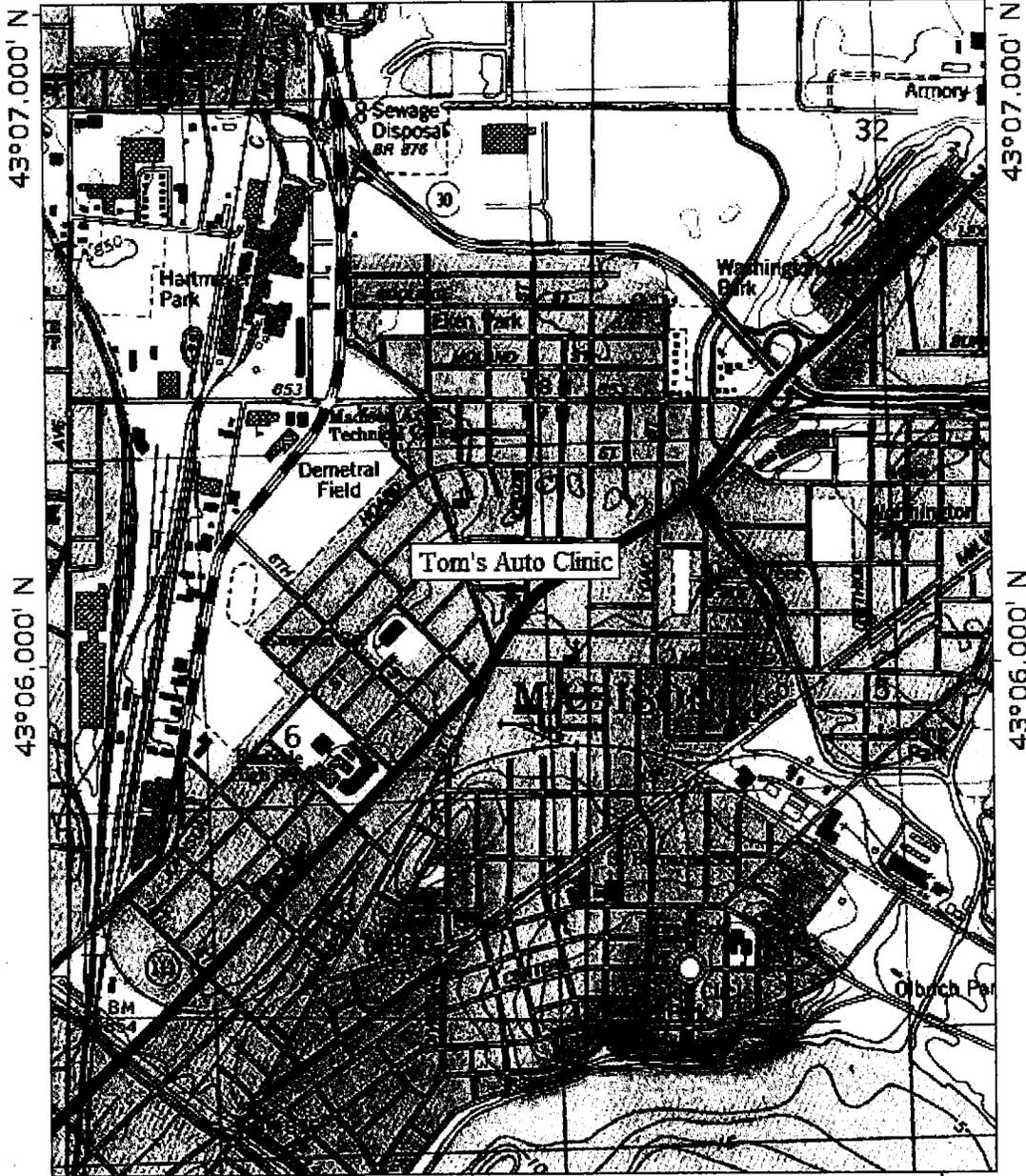


(signature)

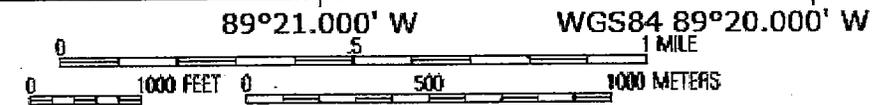
(date)

12/22/09

TOPO! map printed on 11/16/09 from "wisconsin.tpo" and "Untitled.tpg"  
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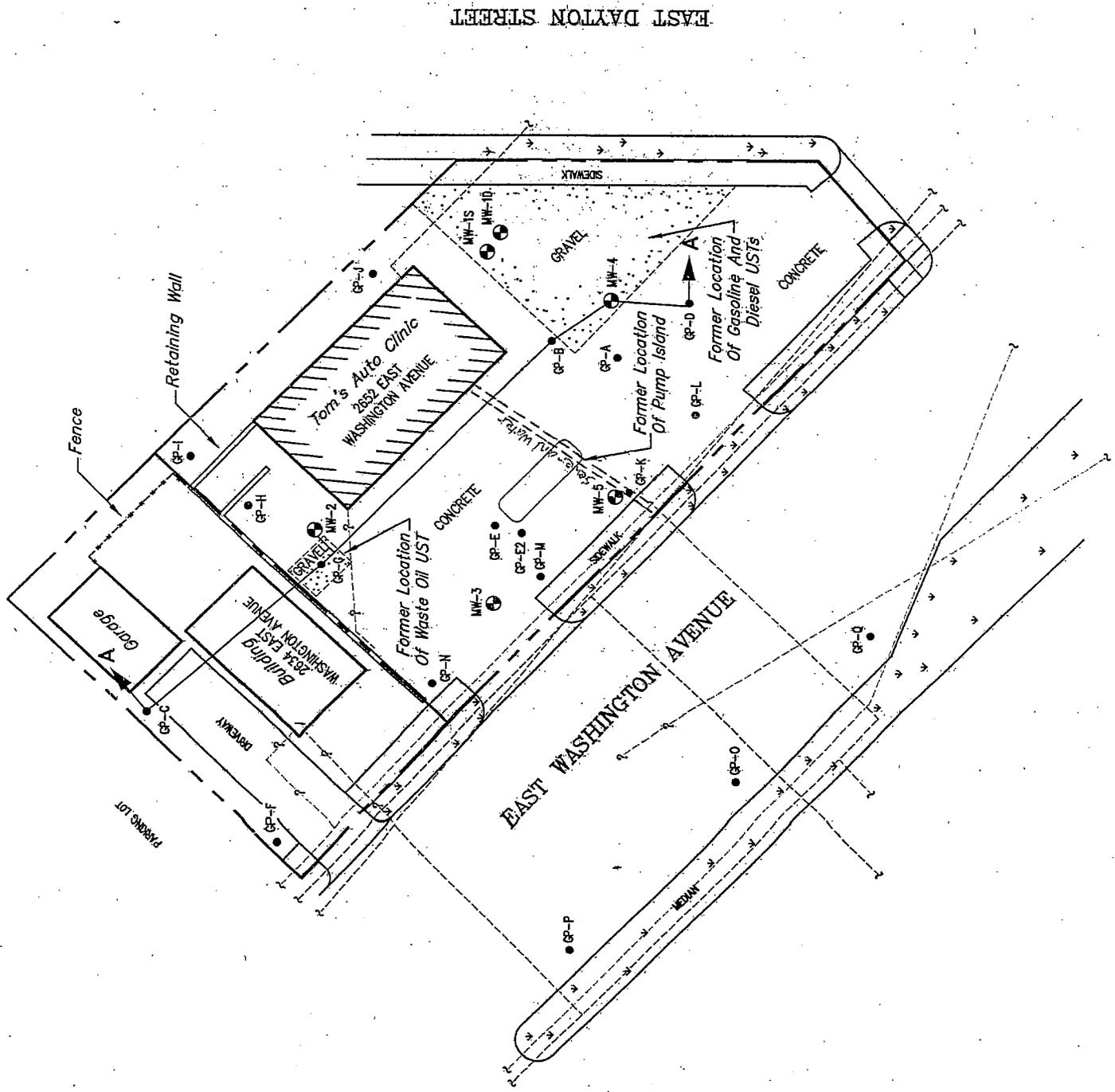


MN TN  
2 1/2°



Printed from TOPO! ©2001 National Geographic Holdings (www.topo.com)

SITE LOCATION MAP – CONTOUR INTERVAL 10 FEET
TOM'S AUTO CLINIC – MADISON, WI
SEAMLESS USGS TOPOGRAPHIC MAPS ON CD-ROM



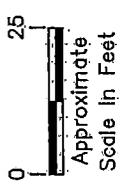
**LEGEND**

- ⊕ Monitoring Well Location
- Geoprobe Boring Location
- - - Approximate Location Of Property Limits
- - - Electrical (Underground)
- - - Natural Gas
- - - Sanitary
- - - Water
- - - Storm
- Grass

A A' A' Cross Section Location: MW-2 Is Projected

**NOTE**

The Location Of All Utilities And Property Boundaries Are Approximate And Were Not Surveyed By Gannett Fleming.



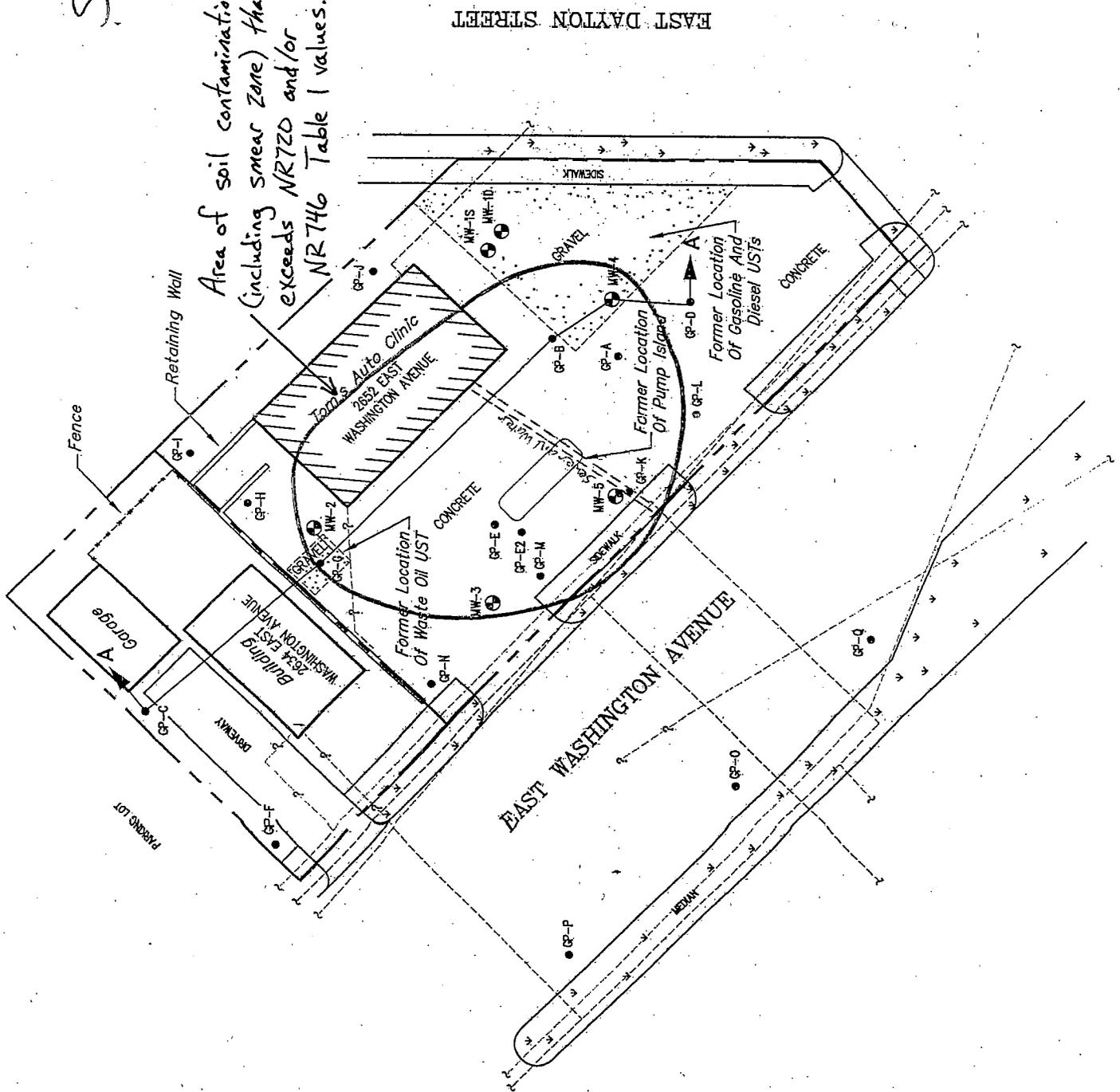
**SITE PLAN WITH BOREHOLE AND MONITORING WELL LOCATIONS**

**TOM'S AUTO CLINIC**  
MADISON, WISCONSIN



Soil Contamination Map  
December 29, 2008

Area of soil contamination  
(including smear zone) that  
exceeds NR720 and/or  
NR746 Table 1 values.



**LEGEND**

- Monitoring Well Location
- Geoprobe Boring Location
- Approximate Location Of Property Limits
- Electrical (Underground)
- Natural Gas
- Sanitary
- Water
- Storm
- Grass

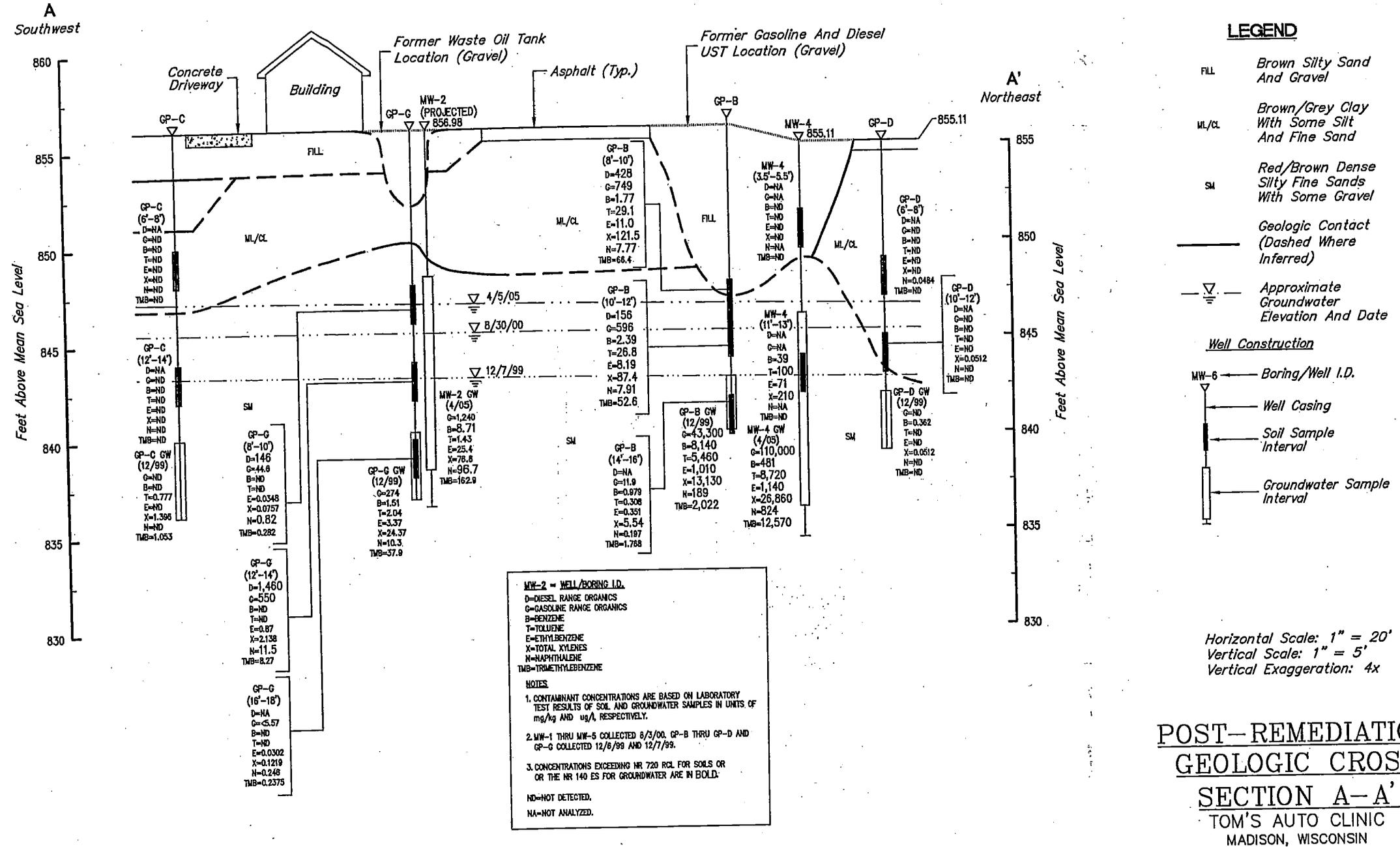
A A' Cross Section Location: MW-2 Is Projected

**NOTE**

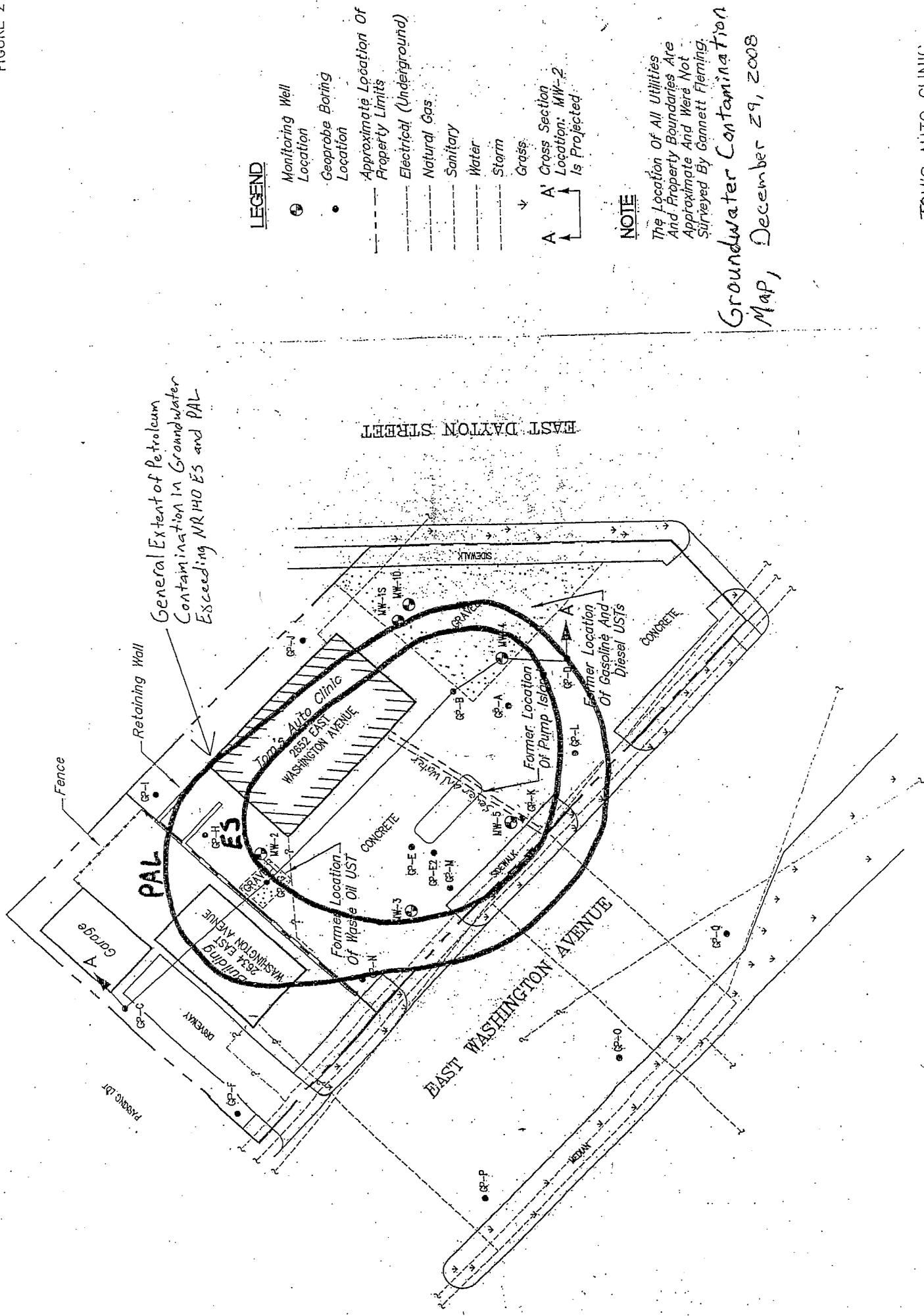
The Location Of All Utilities And Property Boundaries Are Approximate And Were Not Surveyed By Gannett Fleming.

0 25  
Approximate  
Scale In Feet

**SITE PLAN WITH  
BOREHOLE AND  
MONITORING WELL  
LOCATIONS**  
TOM'S AUTO CLINIC  
MADISON, WISCONSIN



**POST-REMEDIATION  
GEOLOGIC CROSS  
SECTION A-A'**  
TOM'S AUTO CLINIC  
MADISON, WISCONSIN



Groundwater Contamination  
Map, December 29, 2008

TOM'S AUTO CLINIC  
MADISON, WISCONSIN

Modified by MTEO



# Groundwater Contour Map

December 29, 2008

**LEGEND**

- Monitoring Well Location
- Geoprobe Boring Location
- Approximate Location Of Property Limits
- Electrical (Underground)
- Natural Gas
- Sanitary
- Water
- Storm
- Grass
- A-A' Cross Section Location: MW-2 Is Projected

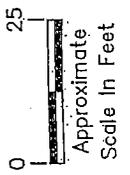
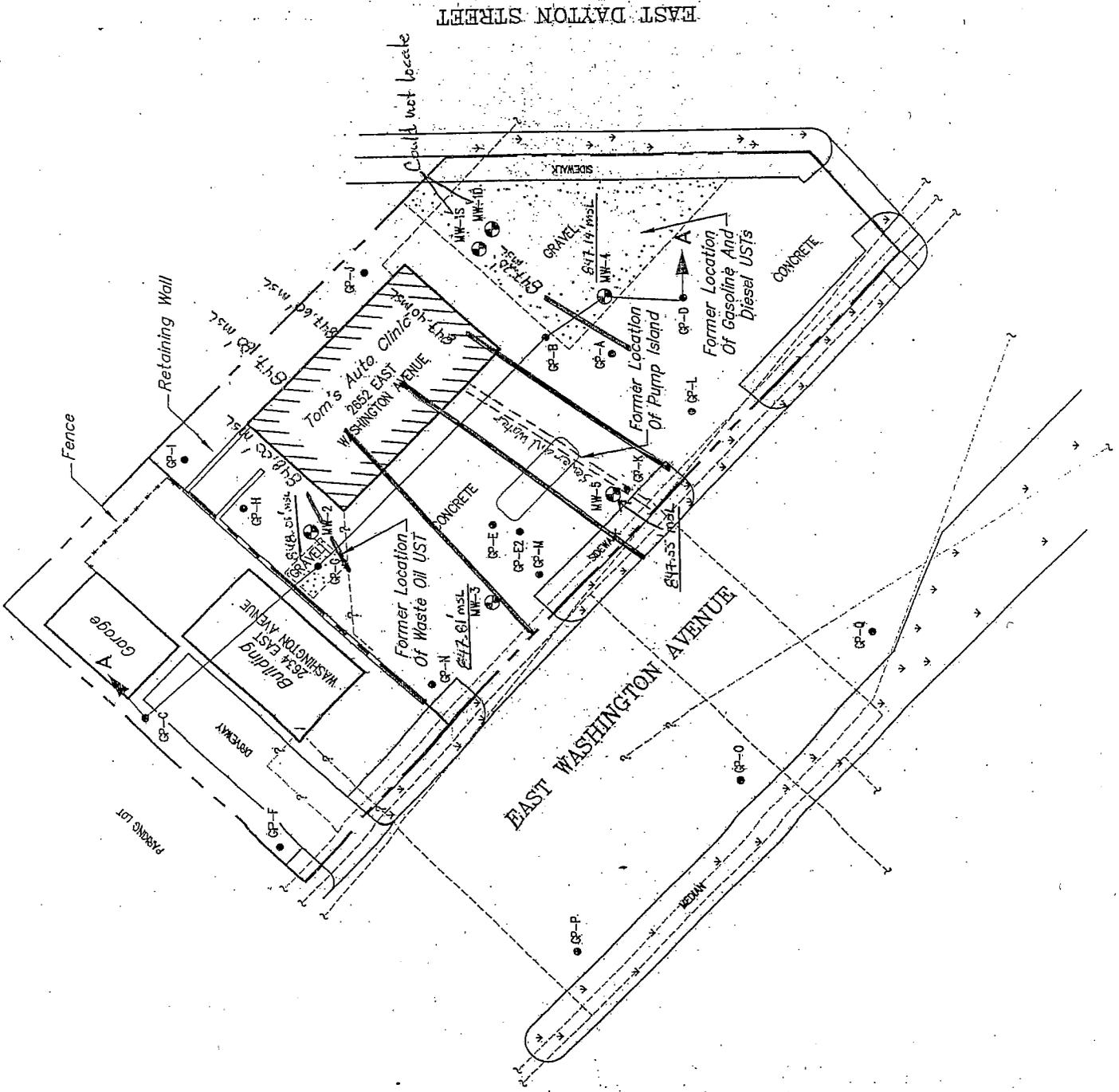
**NOTE**

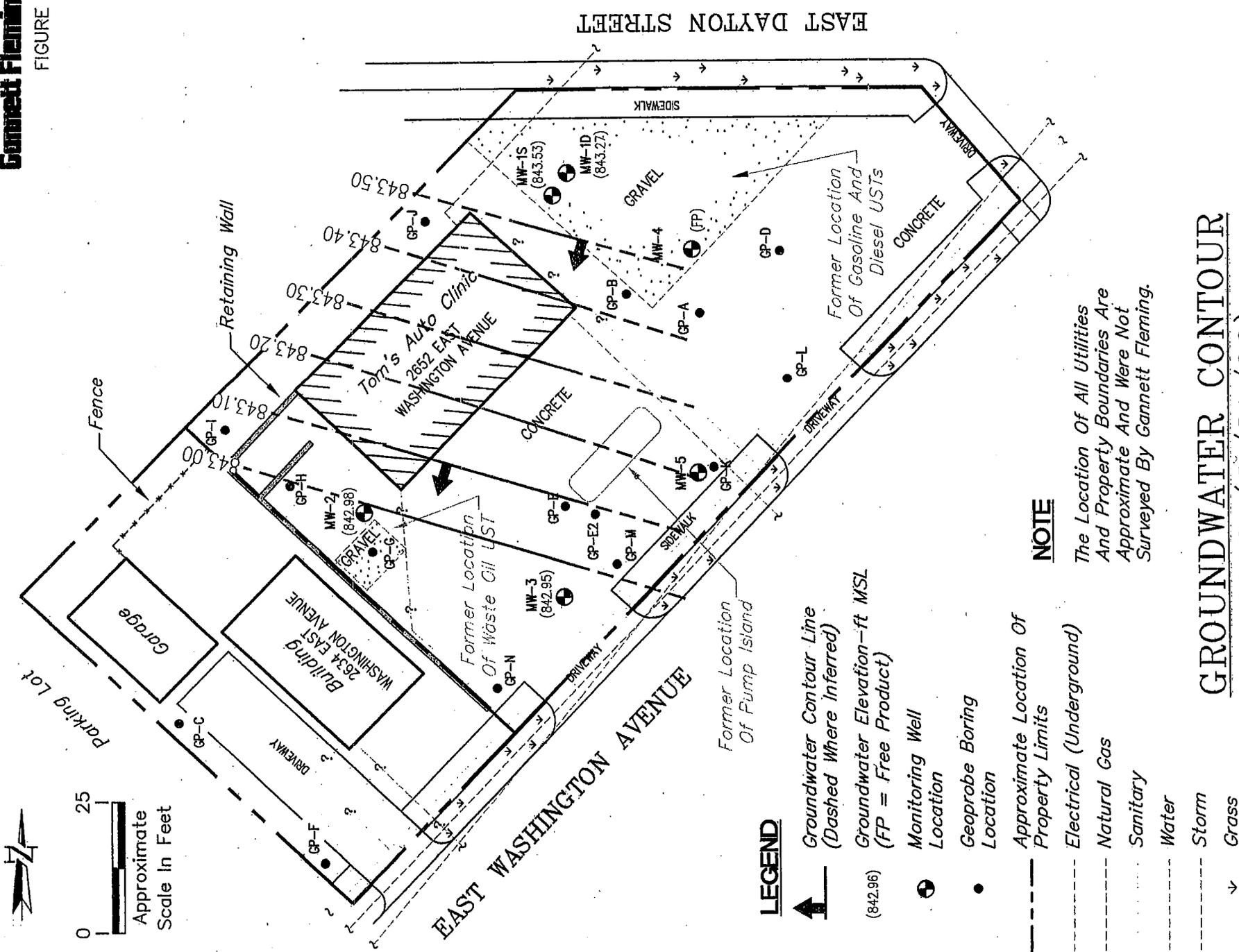
The Location Of All Utilities And Property Boundaries Are Approximate And Were Not Surveyed By Gannett Fleming.

*Modified by METCO.*

**SITE PLAN WITH BOREHOLE AND MONITORING WELL LOCATIONS**

**TOM'S AUTO CLINIC  
MADISON, WISCONSIN**





0 25  
Approximate  
Scale In Feet



**LEGEND**

- Groundwater Contour Line (Dashed Where Inferred)
- Groundwater Elevation—ft MSL (FP = Free Product)
- Monitoring Well Location
- Geoprobe Boring Location
- Approximate Location Of Property Limits
- Electrical (Underground)
- Natural Gas
- Sanitary
- Water
- Storm
- Grass

**NOTE**

The Location Of All Utilities And Property Boundaries Are Approximate And Were Not Surveyed By Gannett Fleming.

**GROUNDWATER CONTOUR  
MAP (3/31/00)**

TOM'S AUTO CLINIC  
MADISON, WISCONSIN

TOM'S AUTO CLINIC  
 2652 EAST WASHINGTON AVENUE  
 MADISON, WISCONSIN

TABLE 3

ANALYTICAL RESULTS FOR SOIL SAMPLES (mg/kg)  
(GRO, DRO, PVOCs, and Naphthalene)

Sample ID	Depth Collected	GRO	DRO	Benzene	Ethylbenzene	MTBE	Naph	1,2,4-TMB	1,3,5-TMB	Xylenes	Toluene
NR 720 RCL	--	100/250 <sup>(1)</sup>	100/250 <sup>(1)</sup>	0.0055	2.90	NS	0.4	NS	NS	4.10 <sup>(2)</sup>	1.50
MW1 B-1 <sup>(3)</sup>	3.5 - 5.5	NA	NA	<0.05	<0.05	NA	NA	NA	NA	<0.05	<0.05
MW1 B-3	6 - 7	NA	NA	<0.25	<0.25	NA	NA	NA	NA	0.27	<0.25
MW2-5	11 - 13	NA	NA	<0.25	<0.25	NA	NA	NA	NA	<0.25	<0.25
MW2-6	13.5 - 15.5	NA	NA	<0.10	<0.10	NA	NA	NA	NA	<0.10	<0.10
MW3-2	3.5 - 5.5	NA	NA	<0.05	<0.05	NA	NA	NA	NA	<0.05	<0.05
MW3-5	11 - 13	NA	NA	<0.5	<0.5	NA	NA	NA	NA	1.4	<0.5
MW4-2	3.5 - 5.5	NA	NA	<0.5	<0.5	NA	NA	NA	NA	<0.5	<0.5
MW4-5	11 - 13	NA	NA	39	71 <sup>(4)</sup>	NA	NA	NA	NA	210 <sup>(4)</sup>	100 <sup>(4)</sup>

**Gannett Fleming**

Table 3 Continued . . .

Sample ID	GRO	DRO	Benzene	Ethylbenzene	MTBE	Naph	1,2,4-TMB	1,3,5-TMB	m&p-Xylene	o-Xylene	Toluene
NR 720 RCL	100/250 <sup>(1)</sup>	100/250 <sup>(1)</sup>	0.0055	2.90	NS	0.4	NS	NS	4.10 <sup>(2)</sup>		1.50
GP-A 8-10'	151 <sup>(5,6)</sup>	NA	<0.1	0.863	<0.10	4.24	21.0	7.63	9.52	4.90	0.784
GP-A 10-12'	1,570 <sup>(5,7)</sup>	NA	2.27	18.0	<1.00 <sup>(8)</sup>	19.7 <sup>(9)</sup>	101	33.2	157	63.7	43.6
GP-A 14-16'*	12.3 <sup>(7,10)</sup>	NA	0.69	0.371	<0.025	0.474	1.33	0.365	3.24	1.05	0.6
GP-B 8-10'	749 <sup>(5,7)</sup>	428 <sup>(11)</sup>	1.77	11.0	<1.00 <sup>(8)</sup>	7.77	50.8	15.6	89.3	32.2	29.1
GP-B 10-12'	596 <sup>(5,7)</sup>	156 <sup>(11)</sup>	2.39	8.19	<1.00 <sup>(8)</sup>	7.91	39.7	12.9	69.2	18.2	26.8
GP-B 14-16'*	11.9 <sup>(10)</sup>	NA	0.979	0.351	<0.025 <sup>(8)</sup>	0.197	1.38	0.388	3.92	1.62	0.308
GP-C 6-8'	<6.57	NA	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
GP-C 12-14'	<5.88	NA	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
GP-D 6-8'	<5.48	NA	<0.025	<0.025	<0.025 <sup>(8)</sup>	0.0484	<0.025	<0.025	<0.025	<0.025	<0.025
GP-D 10-12'	<5.52	NA	<0.025	<0.025	<0.025 <sup>(8)</sup>	<0.025	<0.025	<0.025	0.0512	<0.025	0.039
GP-E 6-8'	18.2 <sup>(5,7)</sup>	<6.15	0.23	0.325	<0.025 <sup>(8)</sup>	0.462	2.19	0.812	2.11	1.30	0.281
GP-E 10-12'	1,590 <sup>(5,7)</sup>	175 <sup>(11)</sup>	15.7	35.7	<0.4 <sup>(8)</sup>	24.8	84.6	26.9	134	54.9	115
GP-E 14-16'*	42.6 <sup>(10)</sup>	NA	2.81	1.55	<0.025 <sup>(8)</sup>	0.744	2.95	0.865	6.63	2.71	9.12
GP-F 6-8'	<6.08	NA	<0.025	0.0315 <sup>(12)</sup>	<0.025 <sup>(8)</sup>	<0.025	<0.025	<0.025	0.0435	<0.025	<0.025
GP-F 16-18'	<5.43	NA	<0.025	0.0302 <sup>(12)</sup>	<0.025 <sup>(8)</sup>	0.0394	<0.025	<0.025	0.0398	<0.025	<0.025

**Gannett Fleming**

Table 3 Continued . . .

Sample ID	GRO	DRO	Benzene	Ethylbenzene	MTBE	Naph	1,2,4-TMB	1,3,5-TMB	m&p-Xylene	o-Xylene	Toluene
NR 720 RCL	100/250 <sup>(1)</sup>	100/250 <sup>(1)</sup>	0.0055	2.90	NS	0.4	NS	NS	4.10 <sup>(2)</sup>		1.50
GP-G 8-10'	44.6 <sup>(6,13)</sup>	146 <sup>(14,15,16)</sup>	<0.025	0.0348 <sup>(12)</sup>	<0.025 <sup>(8)</sup>	<b>0.82</b>	0.162	0.12	0.0507	<0.025	0.0455
GP-G 12-14'	<b>550</b> <sup>(3,8)</sup>	<b>1,460</b> <sup>(14,15,16)</sup>	<0.4	0.87	<0.4 <sup>(8)</sup>	<b>11.5</b>	5.74	2.53	1.47	0.668	<0.4
GP-G 16-18'	<5.57	NA	<0.025	0.0302 <sup>(12)</sup>	<0.025 <sup>(8)</sup>	0.246	0.183	0.0545	0.0677	0.0542	<0.025
GP-H 6-8'	<5.33	NA	<0.025	0.0345 <sup>(12)</sup>	<0.025 <sup>(8)</sup>	0.0703	0.029	<0.025	0.0482	<0.025	0.0538
GP-H 12-14'	<5.57	NA	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
GP-I 8-10'	<5.49	NA	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
GP-I 12-14'	<5.49	NA	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
GP-J 4-6'	<6.31	NA	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
GP-J 10-12'	<5.62	<5.62	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025
GP-K 6-8'	<b>320</b>	NA	<b>0.310</b>	2.20	<0.25	<b>0.57</b>	24.0	8.90	<b>18.0</b>		<b>2.00</b>
GP-K 10-12'	<b>1900</b>	NA	<b>5.60</b>	<b>60.0</b>	<2.5	<b>27.0</b>	160	47.0	<b>340</b>		<b>120</b>
GP-M 10-12'	30	NA	<b>0.033</b>	0.220	<0.025	<b>0.750</b>	5.20	1.50	1.40		0.130

## Gannett Fleming

Table 3 Continued . . .

### NOTES:

Results calculated on a dry-weight basis.

All units are in mg/kg (ppm).

*	=	Soil sample collected from below the groundwater table.
NA	=	Not analyzed.
GRO	=	Gasoline range organics.
DRO	=	Diesel range organics.
PVOC	=	Petroleum volatile organic compounds.
MTBE	=	Methyl tert butyl ether.
TMB	=	Trimethylbenzene.
Naph	=	Naphthalene.
NR 720 RCL	=	Natural Resources Administrative Code 720 for residual contaminant levels in soils; concentrations exceeding these levels are in bold.
NS	=	No NR 720 RCL

### FOOTNOTES:

- (1) NR 720 RCL depends on soil type.
- (2) The NR 720 RCL is for total xylenes detected, not individual isomers.
- (3) Samples MW1 B through MW4-5 were collected by Dames and Moore on November 7&8, 1990; data from Table 4, page 14, Report Tom's Auto Clinic, Results of Phase 2 Investigation and Proposal for Groundwater Contamination Remediation, January 1991, Job No. 20764-002.
- (4) Approximate values due to very high sample concentrations
- (5) The chromatogram has characteristics of an aged gasoline sample.
- (6) The chromatogram contained significant peaks and a raised baseline outside the GRO window.
- (7) The chromatogram contains significant peaks outside the DRO window.
- (8) The check standard for this analyte exhibited a low bias. Sample results may also be biased low.
- (9) Matrix spike recovery within analytical batch was high. Sample matrix appears similar to analyzed sample; result may be biased high.
- (10) The chromatogram is characteristic for aged gasoline, however either additional peaks are present or PVOC peaks are not proportional to aged gasoline indicating the presence of additional compounds.
- (11) The chromatogram is characteristic for a light petroleum product, i.e. gasoline, aged or degraded gasoline, mineral spirits, etc.
- (12) Analyte observed in method blank. Sample result may be biased high.
- (13) The chromatogram is not characteristic for either gasoline or aged gasoline. However, it has a reportable concentration of peaks/area within the GRO window.
- (14) The chromatogram contained significant peaks and a raised baseline outside the DRO window.
- (15) The chromatogram is characteristic for a fuel oil/ diesel, i.e. #1 or #2 Diesel, jet fuel, kerosene, aged or degraded diesel, etc.
- (16) The chromatogram is characteristic for a heavier petroleum product other than diesel, i.e. motor oil, hydraulic oil, etc.

TOM'S AUTO CLINIC  
2652 EAST WASHINGTON AVENUE  
MADISON, WISCONSIN

TABLE 2

GANNETT FLEMING SOIL SAMPLE FIELD-SCREENING RESULTS (PPM)

Depth (ft)	GP-K		GP-L		GP-M		GP-N	
	Soil type	FID	Soil type	FID	Soil type	FID	Soil type	FID
0-2	ML-CL <sup>(1)</sup>	<0.1	SC-CL	19	SC	<0.1	SW	11
2-4	ML-CL <sup>(1)</sup>	<0.1	CL	92	CL	22	GC	11
4-6	ML-CL <sup>(1)</sup>	43	CL	7	CL	<0.1	SM	3
6-8	ML-CL	90	SM	41	SM	<0.1	SM	2
8-10	ML-CL	>1000 <sup>(2)</sup>	SM	190	SM	730	SM	2
10-12	ML-CL	>1000 <sup>(2)</sup>	SM	40	SM	>1000 <sup>(3)</sup>	SM	NR
12-14	ML-CL	>1000 <sup>(2)</sup>	SM	310	SM	300	SM	53

Depth (ft)	GP-O		GP-P		GP-Q	
	Soil type	PID	Soil type	PID	Soil type	PID
0-2	ML-CL	<0.1	SM	<0.1	SM	<0.1
2-4	ML-CL	<0.1	NR	NR	SM-SC	<0.1
4-6	CL	<0.1	ML-CL	<0.1	SC-CL	<0.1
6-8	ML-CL	<0.1	SC	<0.1	CL	<0.1
8-10	SC-SM	<0.1	SM-SP	<0.1	CL	<0.1
10-12	SM	<0.1	SM-SP	<0.1	SC-SM	<0.1
12-14	SM	<0.1	SM	<0.1	SM	<0.1

## **Gannett Fleming**

Table 2 Continued . . .

### NOTES:

NR = No recovery.

Soil samples were collected from borings GP-K through GP-N on 2/25/00 and field-screened using a flame-ionization detector (FID) that was factory calibrated to 100 ppm of methane gas. Samples were collected from Geoprobe borings GP-O, GP-P, and GP-Q on 6/5/00 and field screened with a photo-ionization detector (PID) that was field calibrated to 100 ppm of isobutylene gas. .

Soil types were classified using the USCS (Unified Soil Classification System) as follows:

CL = Clay

ML = Silt

SM = Silty sand.

SW = Sand, well graded (e.g., sand with some gravel, little or no silt.)

SC = Clayey sands, sand - clay mixtures.

GC = Clayey gravels, gravel - sand - clay mixtures.

In cases where the soil type was a mix of two or more soil types, the predominant soil type is listed first (i.e., ML-CL is a silt with significant amounts of clay).

### FOOTNOTES:

- (1) Metal fragments and/or thin intervals of clean medium sand found in the soil suggest a non-native fill and native backfill mixture.
- (2) Meter immediately measured >1000 ppm.
- (3) Meter slowly reached >1000 ppm.

TOM'S AUTO CLINIC  
2652 EAST WASHINGTON AVENUE  
MADISON, WISCONSIN

TABLE 4

ANALYTICAL RESULTS FOR SOIL SAMPLES (mg/kg)  
(Lead, DRO, PAHs)

Sample ID	GP-B 10-12'	GP-E 10-12'	GP-G 12-14'	GP-J 10-12'	NR 720 RCL
Date	12/06/99	12/06/99	12/06/99	12/07/99	
Lead	2.29	2.72	1.97	NA	50 <sup>(1)</sup>
DRO	156	175	1,460 <sup>(2,3,4)</sup>	<5.62	100/250 <sup>(5)</sup>
Acenaphthene	<0.00314	<0.0033	<0.0633	<0.00326	38 <sup>(6)</sup>
Acenaphthylene	<0.00108	<0.00114	<0.0218	<0.00112	0.7 <sup>(6)</sup>
Anthracene	<0.00346	<0.00364	<0.0699	<0.0036	3000 <sup>(6)</sup>
Benzo(a)anthracene	<0.00152	<0.00159	<0.0306	<0.00157	17 <sup>(6)</sup>
Benzo(a)pyrene	<0.00444	<0.00466	<0.0895	<0.00461	48 <sup>(6)</sup>
Benzo(b)fluoranthene	<0.0026	<0.00273	<0.0524	<0.0027	360 <sup>(6)</sup>
Benzo(k)fluoranthene	<0.0026	<0.00273	<0.0524	<0.0027	870 <sup>(6)</sup>
Benzo(ghi)perylene	<0.00346	<0.00364	<0.0699	<0.0036	6800 <sup>(6)</sup>
Chrysene	<0.00173	<0.00182	<0.0349	<0.0018	37 <sup>(6)</sup>
Dibenz(ah)anthracene	<0.00368	<0.00387	<0.0742	<0.00382	38 <sup>(6)</sup>
Fluoranthene	<0.00281	<0.00296	<0.0568	<0.00292	500 <sup>(6)</sup>
Fluorene	0.0165	0.0687	0.242	<0.00303	100 <sup>(6)</sup>
Indeno(1,2,3-cd)pyrene	<0.00303	<0.00319	<0.0611	<0.00315	680 <sup>(6)</sup>
1-Methyl Naphthalene	0.206	0.942	6.70	<0.00416	23 <sup>(6)</sup>
2-Methyl Naphthalene	0.479	2.09	2.96	<0.00483	20 <sup>(6)</sup>
Naphthalene	0.135	0.48	0.573	<0.00135	0.4 <sup>(6)</sup>
Phenanthrene	0.0234	0.0766	0.438	<0.00247	1.8 <sup>(6)</sup>
Pyrene	<0.004	<0.00421	<0.0808	<0.00416	8700 <sup>(6)</sup>

## Gannett Fleming

Table 4 Continued . . .

### NOTES:

Results calculated on a dry-weight basis.

All units are in mg/kg (ppm).

NA = Not analyzed.

DRO = Diesel range organics.

PAH = Polycyclic aromatic hydrocarbon.

NR 720 RCL = Natural Resources Administrative Code 720 for residual contaminant levels in soils; concentrations exceeding these levels are in bold.

### FOOTNOTES:

- (1) RCL for lead is based on human health risk from direct contact, non-industrial use.
- (2) The chromatogram contained significant peaks and a raised baseline outside the DRO window.
- (3) The chromatogram is characteristic for a fuel oil/ diesel (i.e., #1 or #2 diesel, jet fuel, kerosene, aged, or degraded diesel, etc.)
- (4) The chromatogram is characteristic for a heavier petroleum product other than diesel (i.e., motor oil, hydraulic oil, etc.)
- (5) NR 720 RCL depends on soil type.
- (6) RCLs for PAHs are Wisconsin Department of Natural Resources' suggested generic RCLs for groundwater pathway.

SOIL EXCAVATION DATA TABLE FOR TOM'S AUTO CLINIC BRRTS# 03-13-000464  
BY METCO

EXCAVATION & SAMPLING CONDUCTED ON APRIL 29 - MAY 1, 2007

SOIL SAMPLES	EX-1	EX-2	EX-3	EX-4	EX-5	EX-6	EX-7	EX-8	EX-9	EX-10	EX-11	EX-12	EX-13	EX-14	EX-15	EX-16	METHANOL
Sample Location Number	EX-1	EX-2	EX-3	EX-4	EX-5	EX-6	EX-7	EX-8	EX-9	EX-10	EX-11	EX-12	EX-13	EX-14	EX-15	EX-16	==
Sample Depth Below Ground Surface	12	3	9	3	9	3	3	9	3	9	13	3	9	3	9	9	==
Soil Type	SILT/ CLAY	SILT/ CLAY	SILT/ CLAY	SILT/ CLAY	SILT/ CLAY	SILT/CLAY SANDY SILT	SILT/CLAY SANDY SILT	SILT/ CLAY	SILT/CLAY SANDY SILT	SILT/ CLAY	SILT/CLAY SANDY SILT	SILT/ CLAY	SILT/ CLAY	SILT/ CLAY	SILT/ CLAY	SILT/ CLAY	==
Petroleum Odors	YES	YES	YES	YES	YES	NO	NO	YES	NO	YES	YES	YES	YES	YES	YES	NO	==
Petroleum Staining	NO	YES	NO	YES	NO	NO	NO	YES	NO	YES	NO	NO	NO	NO	NO	NO	==
Moisture	MOIST/ WET	MOIST	MOIST/ WET	MOIST	MOIST/ WET	MOIST	MOIST	MOIST/ WET	MOIST	MOIST/ WET	WET	MOIST	MOIST/ WET	MOIST	MOIST/ WET	MOIST/ WET	==
HNU	45	60	30	100	40	0	0	400	0	350	35	20	95	40	30	0	==
Percent Solids/%	90.7	76.2	90.7	78.8	90.8	86	92.6	91.7	88.7	91.6	89.3	78.7	89.9	79.2	90.2	92.9	ns
Benzene/ppb	114	<25	<25	410	43"J"	<25	<25	380	<25	22600	720	<25	30.3"J"	<25	<25	<25	<25
Ethylbenzene/ppb	350	<25	<25	1690	<25	<25	<25	1850	<25	44000	199	<25	660	<25	<25	<25	<25
Methyl tert-butyl ether (MTBE)/ppb	<25	<25	<25	<25	<25	<25	<25	<25	<25	<250	<25	<25	<25	<25	<25	<25	<25
Naphthalene/ppb	159	<25	<25	2030	<25	<25	<25	4400	<25	39000	490	126	1450	<25	35"J"	<25	<25
Toluene/ppb	640	<25	<25	1940	<25	<25	<25	220	<25	167000	1570	<25	168	<25	<25	<25	<25
1,2,4-Trimethylbenzene/ppb	2050	<25	390	10900	340	<25	<25	24900	<25	263000	1120	<25	10000	<25	810	<25	<25
1,3,5-Trimethylbenzene/ppb	780	<25	221	3300	244	<25	<25	9400	<25	95000	350	27.1"J"	4000	<25	390	<25	<25
m&p-Xylene/ppb	1640	<50	177	10300	89	<50	<50	1330	<50	400000	2060	<50	3400	<50	235	<50	<50
o-Xylene/ppb	1040	<25	<25	4700	<25	<25	<25	1250	<25	173000	1040	<25	870	<25	<25	<25	<25

NOTE: Bold = detects NS = NOT SAMPLED  
J Flag: Analyte detected between LOD and LOQ

**Summary of Free Product Measurements  
Tom's Auto Clinic LUST Site**

DATE		MW-2	MW-4	MW-5
11/15/99	Product Thickness (feet)	0.05	1.14	NI
02/02/00	Product Thickness (feet)	0.02	2.20	NI
03/31/00	Product Thickness (feet)	Sheen	1.59	NI
06/29/00	Product Thickness (feet)	NM	1.18	NI
07/17/00	Product Thickness (feet)	NM	0.55	Sheen
08/03/00	Product Thickness (feet)	Sheen	0.25	0.04
09/26/00	Product Thickness (feet)	NM	0.25	0.12
07/03/01	Product Thickness (feet)	0.03	0.10	0.91
07/06/01	Product Thickness (feet)	NM	0.00	0.37
09/07/01	Product Thickness (feet)	0.01	Sheen	0.95
10/23/01	Product Thickness (feet)	0.20	Sheen	0.69
01/22/02	Product Thickness (feet)	0.10	Sheen	0.74
05/28/02	Product Thickness (feet)	0.06	Sheen	1.10
09/19/02	Product Thickness (feet)	0.39	0.37	1.40
10/03/02	Product Thickness (feet)	0.30	0.24	1.39
10/08/02	Product Thickness (feet)	Sheen	0.04	0.01
06/12/03	Product Thickness (feet)	0.10	1.68	1.32
07/02/03	Product Thickness (feet)	0.02	0.48	0.39
05/18/04	Product Thickness (feet)	Sheen	1.10	1.17
06/09/04	Product Thickness (feet)	Sheen	0.18	0.24
08/11/04	Product Thickness (feet)	Sheen	0.01	0.01
09/09/04	Product Thickness (feet)	0.03	0.01	0.01
10/20/04	Product Thickness (feet)	0.05	Sheen	0.58
04/05/05	Product Thickness (feet)	Sheen	0.01	0.01
04/29/07	Product Thickness (feet)	Sheen	0.02	NM
04/30/07	<b>Soil Excavation Project</b>			
06/26/07	Product Thickness (feet)	0.00	0.00	0.00
12/27/07	Product Thickness (feet)	0.00	0.00	0.00
06/26/08	Product Thickness (feet)	0.00	0.00	0.00
12/29/08	Product Thickness (feet)	0.00	0.00	0.00

NI = Well not installed

NM = Not measured

In 1991/1992 Dames & Moore, Inc. recovered free product from MW-4 by hand bailing. It is not known how much free product was recovered by Dames & Moore.

Between July 2001 and October 2004, Gannett Fleming, Inc. pumped approximately 240 gallons of free product and heavily contaminated groundwater from the watertable. The free product and groundwater was taken off-site for disposal by National Tank Services of West Allis, Wisconsin.

In November 2001, two drums of free product and water were taken off-site by Waste Reclamation and Resources (WRR) of Eau Claire, Wisconsin for treatment and disposal.

Groundwater Analytical Results Summary  
 Tom's Auto Clinic LUST Site BRRTS# 03-13-000464

Well MW-1S

PVC Elevation = 854.64 (feet) (MSL)

Date	Water Elevation (in feet MSL)	Depth to Water (in feet)	GRO (ppb)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
11/14/1990	NM	NM	NS	328	NS	NS	NS	24	NS	4
11/15/1999	843.30	11.34	NOT SAMPLED							
8/3/2000	845.48	9.16	<100	3.8	NS	NS	NS	0.42	1.4	3
7/3/2001	845.08	9.56	<100	0.23	1.2	<0.46	<0.69	<0.41	0.28-0.62	3.8
10/23/2001	845.12	9.52	<100	<0.21	<0.22	<0.46	<0.69	<0.41	<0.60	<0.69
10/3/2002	843.03	11.61	<50	<0.45	<0.82	<0.43	<0.89	<0.68	<1.86	<2.47
6/25/2003	843.26	11.38	<50	0.46	<0.60	<0.58	<0.58	<0.58	<1.18	<1.84
10/20/2004	845.64	9.00	<15	<0.45	<0.42	<0.45	<0.65	<0.50	<0.99	<1.36
4/5/2005	847.29	7.35	NOT SAMPLED							
6/26/2007	CAR PARKED OVER WELL									
12/27/2007	847.41	7.23	NS	<0.22	<0.44	<0.53	<0.53	0.49	<0.67	<1.21
6/26/2008	849.68	4.96	NS	<0.24	<0.35	<0.7	<1.8	<0.39	<0.74	<1.67
12/29/2008	COULD NOT LOCATE									

Well MW-1D

PVC Elevation = 854.46 (feet) (MSL)

Date	Water Elevation (in feet MSL)	Depth to Water (in feet)	GRO (ppb)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
11/14/1990	NM	NM	NS	NS	NS	NS	NS	10	NS	NS
11/15/1999	843.32	11.32	NOT SAMPLED							
8/3/2000	845.66	8.98	<100	<100	NS	NS	NS	NS	NS	NS
7/3/2001	845.14	9.50	<100	<0.21	<0.22	<0.46	<0.69	<0.41	<0.60	<0.69
10/23/2001	845.07	9.57	<100	<0.21	<0.22	<0.46	<0.69	<0.41	<0.60	<0.69
10/3/2002	843.35	11.29	<50	<0.45	<0.82	<0.43	<0.89	<0.68	<1.86	<2.47
6/25/2003	843.39	11.25	<50	<0.30	<0.60	<0.58	<0.58	<0.58	<1.18	<1.84
10/20/2004	845.91	8.73	<15	<0.45	<0.42	<0.45	<0.65	<0.50	<0.99	<1.36
4/5/2005	847.44	7.20	NOT SAMPLED							
6/26/2007	847.24	7.40	NOT SAMPLED							
12/27/2007	847.68	6.96	NOT SAMPLED							
6/26/2008	849.07	5.57	NOT SAMPLED							
12/29/2008	COULD NOT LOCATE									

Note: Bold type indicates an ES exceedance, *italics* indicates a PAL exceedance. NS = not sampled, NM = Not Measured

Groundwater Analytical Results Summary  
 Tom's Auto Clinic LUST Site BRRTS# 03-13-000464

Well MW-2

PVC Elevation = 856.67 (feet) (MSL)

Date	Water Elevation (in feet MSL)	Depth to Water (in feet)	GRO (ppb)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
11/14/1990	NM	NM	NS	NS	NS	NS	NS	NS	NS	4
11/15/1999	842.89	13.78	NS	<b>27.9</b>	<25.0	<15.0	414	<20.0	355.7	<29.46
8/3/2000	845.46	11.21	430	<b>9.2</b>	6.2	NS	2.5	0.74	22.87	5.7
7/3/2001	844.83	11.84	910	<b>7.4</b>	17	<0.46	41	1.9	93.3	50
10/23/2001	844.31	12.36	1700	<b>12</b>	13	<0.46	71	0.87	135	45
10/8/2002	842.70	13.97	830	<b>7.4</b>	13	<0.43	28	6.4	33.3	23.7
6/25/2003	842.71	13.96	790	<b>5.5</b>	10	<0.58	63	1.3	61	31
5/18/2004	845.74	10.93	31000	<90	<83	<89	<b>880</b>	<100	<b>790</b>	<268
10/20/2004	845.72	10.95	1800	<b>12</b>	22	<4.5	68	<5.0	122	70
4/5/2005	847.33	9.34	1240	<b>8.71</b>	25.4	<0.3	96.7	1.43	162.9	76.8
6/26/2007	847.23	9.44	NS	<b>8.6</b>	13	<0.52	14.9	0.79	53.4	11.62
12/27/2007	847.71	8.96	NS	<b>7.1</b>	9.1	<0.53	12.6	0.53	17.07	4.88
6/26/2008	849.34	7.33	NS	<i>1.61</i>	4.7	<0.7	<1.8	<0.39	10.72	<1.67
12/29/2008	848.01	8.66	NS	<b>6.4</b>	11.1	<0.62	15.2	<0.46	34.1	9.95

Well MW-3

PVC Elevation = 856.36 (feet) (MSL)

Date	Water Elevation (in feet MSL)	Depth to Water (in feet)	GRO (ppb)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
11/14/1990	NM	NM	NS	51	<50	NS	NS	<50	NS	575
11/15/1999	842.61	13.75	2130	<b>32.3</b>	213	<3.0	165	25.2	353	603
8/3/2000	845.45	10.91	1400	<b>230</b>	340	<4.7	83	72	145	300
7/3/2001	844.90	11.46	4200	<b>110</b>	440	<4.6	170	100	434	1100
10/23/2001	844.06	12.30	3100	<b>51</b>	330	<4.6	200	30	450	840
10/3/2002	841.95	14.41	2000	<b>42</b>	160	<1.1	110	22	364	274
6/25/2003	842.94	13.42	2600	<b>150</b>	160	4.6	100	97	268	280
5/18/2004	845.51	10.85	8700	<b>440</b>	620	<22	330	430	930	1540
10/20/2004	845.76	10.60	3800	<b>220</b>	350	<8.9	150	91	488	704
4/5/2005	847.25	9.11	3340	<b>165</b>	336	<3.00	91.2	38.7	496.7	537.6
6/26/2007	847.24	9.12	NS	<b>8.2</b>	40	<0.52	27.1	1.84	64.91	21.49
12/27/2007	847.64	8.72	NS	<b>7.2</b>	14.8	<0.53	13.7	2.91	14.2-14.42	5.4-5.93
6/26/2008	848.89	7.47	NS	<b>15</b>	38	<0.7	11.9	9.1	9.6-9.93	7.5
12/29/2008	847.81	8.55	NS	<b>23.9</b>	38	<0.62	19	7.1	39-39.68	23.75

Note: Bold type indicates an ES exceedance, *italics* indicates a PAL exceedance. NS = not sampled, NM = Not Measured

Groundwater Analytical Results Summary  
Tom's Auto Clinic LUST Site BRRTS# 03-13-000464

Well MW-4

PVC Elevation = 854.51 (feet) (MSL)

Date	Water Elevation (in feet MSL)	Depth to Water (in feet)	GRO (ppb)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
11/14/1990	NM	NM	NS	9000	2900	NS	NS	29000	NS	39000
11/15/1999	843.17	11.34	62900	3699	1237	<60.0	966	16584	5102	22021
8/3/2000	845.52	8.99	100000	3300	1600	<47	1700	18000	12300	29000
7/3/2001	845.09	9.42	71000	2700	1200	<92	780	14000	5600	21000
10/23/2001	844.96	9.55	50000	2000	790	<92	890	11000	4600	16000
10/3/2002	842.97	11.54	100000	2300	1400	<43	1800	13000	11300	28600
6/25/2003	842.07	12.44	58000	2400	890	<29	820	10000	4010	14300
10/20/2004	845.67	8.84	110000	720	1200	<770	1700	7600	9600	21500
4/5/2005	847.21	7.30	110000	481	1140	<150	824	8720	18360	26860
6/26/2007	846.99	7.52	NS	480	197	<26.5	264	226	2820	2970
12/27/2007	846.98	7.53	NS	180	39	<26.5	201	94	2290	1800
6/26/2008	849.12	5.39	NS	38	<17.5	<35	<90	<19.5	1029	552
12/29/2008	847.14	7.37	NS	93	54	<31	116	144	1580	1660

Well MW-5

PVC Elevation = 855.74 (feet) (MSL)

Date	Water Elevation (in feet MSL)	Depth to Water (in feet)	GRO (ppb)	Benzene (ppb)	Ethyl Benzene (ppb)	MTBE (ppb)	Naphthalene (ppb)	Toluene (ppb)	Trimethyl-benzenes (ppb)	Xylene (Total) (ppb)
8/3/2000	845.46	10.28	130000	35000	4400	<94	450	60000	4700	24000
7/3/2001	844.60	11.14	130000	14000	4300	<230	1000	41000	5400	24000
10/23/2001	844.25	11.49	130000	12000	5100	<230	1900	44000	8900	31000
10/3/2002	842.06	13.68	140000	19000	4100	<110	780	51000	4130	23500
6/25/2003	842.06	13.68	350000	18000	8800	<120	3300	48000	22400	50000
10/20/2004	845.25	10.49	130000	15000	3800	<770	1000	56000	3550	22100
4/5/2005	847.19	8.55	415000	12000	10700	<300	1460	91500	31340	77600
6/26/2007	847.02	8.72	NS	8100	3600	<265	1090	39000	5710	26800
12/27/2007	847.32	8.42	NS	9100	3200	<53	930	39000	3490	21300
6/26/2008	848.82	6.92	NS	15100	3300	2010	<900	37000	3700	19500
12/29/2008	847.55	8.19	NS	9100	3500	<124	890	3500	4610	23100

Note: Bold type indicates an ES exceedance, *italics* indicates a PAL exceedance. NS = not sampled, NM = Not Measured

TOM'S AUTO CLINIC  
 2652 EAST WASHINGTON AVENUE  
 MADISON, WISCONSIN

TABLE 8

ANALYTICAL RESULTS FOR GEOPROBE GROUNDWATER SAMPLES ( $\mu\text{g}/\ell$ )  
 (GRO and PVOCs)

Sample ID	GP-A	GP-B	GP-C	GP-D	GP-E2	GP-F	GP-G	GP-H	GP-I	NR 140 Standard	
										PAL	ES
Date	12/07/99	12/06/99	12/06/99	12/06/99	2/25/00	12/06/99	12/06/99	12/06/99	12/07/99	--	--
Depth Collected	12 - 16	13 - 16	16 - 20	13 - 16	15 - 18	16 - 20	16 - 20	12 - 16	12 - 16		
GRO	23,600 <sup>(1)</sup>	43,300 <sup>(2)</sup>	<50.0	<50.0	35,000	<50.0	274 <sup>(1,3)</sup>	<50.0	<50.0	NS	NS
Benzene	1,840	8,140	<0.15	0.362 <sup>(4)</sup>	10,000	0.978	1.51	1.68	<0.15	0.5	5
Ethylbenzene	589	1,010	<0.5	<0.5	1,000	0.887 <sup>(4)</sup>	3.37	<0.5	<0.5	140	700
MTBE	<30.0 <sup>(5)</sup>	<30.0	<0.3 <sup>(5)</sup>	<0.3 <sup>(5)</sup>	2,100	<0.3 <sup>(5)</sup>	<0.3	<0.3 <sup>(5)</sup>	<0.3	12	60
Naphthalene	118	189 <sup>(5)</sup>	<0.8	<0.8	<180	<0.8	10.3 <sup>(6)</sup>	<0.8	<0.8 <sup>(6)</sup>	8	40
Toluene	4,890	5,460	0.777 <sup>(4)</sup>	<0.4	13,000	5.47	2.04	2.07	<0.4	200	1,000
1,2,4-TMB	1,540	1,580	0.815 <sup>(4)</sup>	<0.4	550	0.674 <sup>(4)</sup>	27.8	1.71	<0.4	96 <sup>(7)</sup>	480 <sup>(7)</sup>
1,3,5-TMB	440	442	0.238 <sup>(4)</sup>	<0.15	<130	0.27 <sup>(4)</sup>	10.1	0.434 <sup>(4)</sup>	<0.15		
m&p-Xylene	5,510	8,780 <sup>(8)</sup>	0.958 <sup>(4)</sup>	<0.4	4,800	3.35	9.17 <sup>(9)</sup>	2.44	<0.4 <sup>(9)</sup>	1,000 <sup>(7)</sup>	10,000 <sup>(7)</sup>
o-Xylene	2,690	4,350	0.438 <sup>(4)</sup>	<0.15		1.46	15.2	1.20	0.177 <sup>(4)</sup>		

**Gannett Fleming**

Table 8 Continued . . .

Sample ID	GP-J	GP-K	GP-L	GP-M	GP-N	GP-O	GP-P	GP-Q	NR 140 Standard	
									PAL	ES
Date	12/07/99	2/25/00	2/25/00	2/25/00	2/25/00	6/5/00	6/5/00	6/5/00	--	--
Depth Collected	16 -20	13 -16	13 -16	16 -20	15 - 18	12 - 16	12 - 16	12 - 16	--	--
GRO	<50.0	65,000	430	14,000	<100	<100	<100	<100	NS	NS
Benzene	<0.15	2,100	2.2	1,600	0.39 <sup>(4)</sup>	<0.39	<0.39	<0.39	0.5	5
Ethylbenzene	<0.5	3,100	6	1,500	<0.34	<0.4	<0.4	<0.4	140	700
MTBE	<0.3	<16	<0.31	<3.1	<0.31	<0.47	<0.47	<0.47	12	60
Naphthalene	<0.8 <sup>(6)</sup>	430	<0.88	22 <sup>(4)</sup>	<0.88	<0.53	<0.53	<0.53	8	40
Toluene	<0.4	21,000	22	280	1.3	0.81 <sup>(4)</sup>	0.68 <sup>(4)</sup>	0.69 <sup>(4)</sup>	200	1,000
1,2,4-TMB	<0.4	2,900	12	65	<0.35	<0.4	<0.4	<0.4	96 <sup>(7)</sup>	480 <sup>(7)</sup>
1,3,5-TMB	<0.15	790	3.8	48	<0.64	<0.63	<0.63	<0.63		
Xylenes	<0.4 <sup>(9)</sup>	19,000	33	7,500	<1.0	<1.4	<1.4	<1.4	1,000 <sup>(7)</sup>	10,000 <sup>(7)</sup>

## Gannett Fleming

Table 8 Continued . . .

### NOTES:

All units are in  $\mu\text{g}/\ell$  (ppb).

PVOC	=	Petroleum volatile organic compounds.
GRO	=	Gasoline range organics.
MTBE	=	Methyl tert butyl ether.
TMB	=	Trimethylbenzene.
<	=	"Less than" values are at concentrations below the limit of detection (LOD) multiplied by the dilution factor.
NS	=	No standard.
NR 140	=	Wisconsin Department of Natural Resources (WDNR) Administrative Code for groundwater cleanup standards.
PAL	=	Preventative action limit.
ES	=	Enforcement standard; concentrations exceeding these levels are in bold.

### FOOTNOTES:

- (1) The chromatogram has characteristics of an aged gasoline sample.
- (2) The chromatogram is characteristic for aged gasoline, however either additional peaks are present or PVOC peaks are not proportional to aged gasoline indicating the presence of additional compounds.
- (3) The chromatogram contained significant peaks and a raised baseline outside the GRO window.
- (4) Estimated concentration is below laboratory quantitation level.
- (5) The check standard for this analyte exhibited a high bias. Sample results may also be biased high.
- (6) The check standard for this analyte exhibited a low bias. Sample results may also be biased low.
- (7) The NR 140 PAL and ES is for total TMB and total xylenes detected, not individual isomers.
- (8) Sample matrix spike duplicate recovery was low. Sample result may be biased low.
- (9) Matrix spike recovery within analytical batch was low. Sample matrix appears similar to analyzed sample; result may be biased low.

TOM'S AUTO CLINIC  
2652 EAST WASHINGTON AVENUE  
MADISON, WISCONSIN

TABLE 9

PAH ANALYTICAL RESULTS FOR GEOPROBE AND  
MONITORING WELL GROUNDWATER SAMPLES ( $\mu\text{g}/\ell$ )

Sample ID	MW-3	MW-4	GP-G	GP-J	NR 140 Standard	
	12/06/99	12/06/99	12/06/99	12/07/99	PAL	ES
Acenaphthene	--	11.5	--	--	NS	NS
Acenaphthylene	--	--	--	--	NS	NS
Anthracene	--	--	--	--	600	3000
Benzo(a)anthracene	--	--	--	--	NS	NS
Benzo(a)pyrene	--	--	--	--	0.02	0.2
Benzo(b)fluoranthene	--	--	--	--	0.02	0.2
Benzo(k)fluoranthene	--	--	--	--	NS	NS
Benzo(ghi)perylene	--	--	--	--	NS	NS
Chrysene	--	--	--	--	0.02	0.2
Dibenz(ah)anthracene	--	--	--	--	NS	NS
Fluoranthene	--	--	--	--	80	400
Fluorene	0.777	2.49	0.118 <sup>(1)</sup>	--	80	400
Indeno(1,2,3-cd)pyrene	--	--	--	--	NS	NS
1-Methyl Naphthalene	13.0	553	2.54	--	NS	NS
2-Methyl Naphthalene	7.14	1,430	1.49	--	NS	NS
Naphthalene	<b>76.1</b>	<b>1,730</b>	3.09	--	8	40
Phenanthrene	--	6.35	0.356	--	NS	NS
Pyrene	--	--	--	--	50	250

**NOTES:**

All units are in  $\mu\text{g}/\ell$  (ppb).

PAH = Polycyclic aromatic hydrocarbons.

-- = Analyzed but not detected.

NR 140 = Wisconsin Department of Natural Resources (WDNR) Administrative Code for groundwater cleanup standards.

PAL = Preventative action limit.

ES = Enforcement standard; concentrations exceeding these levels are in bold.

NS = No NR 140 PAL or ES.

**FOOTNOTE:**

(1) Estimated concentration below laboratory quantitation level.

**Watertable Elevations Table**  
**Tom's Auto Clinic LUST Site BRRS# 03-13-000464**  
**Madison, Wisconsin**

	MW-1S	MW-1D	MW-2	MW-3	MW-4	MW-5
<i>pvc top (ft)</i>	854.64	854.46	856.67	856.36	854.51	855.74
<i>Screen Top</i>	845.83	823.08	848.43	847.58	846.01	845.74
<i>Screen Botton</i>	835.83	818.08	838.43	837.58	836.01	835.74

**Date**

11/14/1990	NM	NM	NM	NM	NM	NI
11/15/1999	843.30	843.32	842.89	842.61	843.17	NI
8/3/2000	845.48	845.66	845.46	845.45	845.52	845.46
7/3/2001	845.08	845.14	844.83	844.90	845.09	844.60
10/23/2001	845.12	845.07	844.31	844.06	844.96	844.25
10/3/2002	843.03	843.35	842.70	841.95	842.97	842.06
6/25/2003	843.26	843.39	842.71	842.94	842.07	842.06
5/18/2004	NM	NM	845.74	845.51	NM	NM
10/20/2004	845.64	845.91	845.72	845.76	845.67	845.25
4/5/2005	847.29	847.44	847.33	847.25	847.21	847.19
6/26/2007	NA	NM	847.23	847.24	846.99	847.02
12/27/2007	847.41	847.50	847.71	847.64	846.98	847.32
6/26/2008	849.68	848.89	849.34	848.89	849.12	848.82
12/29/2008	CNL	CNL	848.01	847.81	847.14	847.55

Note: Elevations are presented in feet mean sea level (msl).

NM = Not Measured

NI = Not Installed

NA = No Access

CNL = Could Not Locate

December 3, 2009

Maribeth Witzel-Behl  
City of Madison Clerk  
Room 103  
210 Martin Luther King Jr. Boulevard  
Madison, WI 53703

**COPY**

Notification: Tom's Auto Clinic (BRRTS # 03-13-000464), Conditional Case Closure Notification

To whom it may Concern,

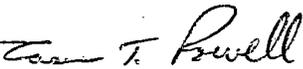
I am writing on behalf of Marylynn Franzen to inform you that petroleum contaminated soil and groundwater from the Tom's Auto Clinic site, located at 2652 East Washington Avenue (US Hwy 151), Madison, Wisconsin, exists within the right-of-way of East Washington Avenue (US Hwy 151).

A Case Summary and Close Out Request is being submitted to the Wisconsin Department of Natural Resources for the Tom's Auto Clinic site. Case closure means that the Wisconsin Department of Natural Resources will not be requiring any further investigation or cleanup action to be taken. As part of the required closure documentation, you are hereby notified that residual petroleum contamination exists in soil and groundwater within the right-of-way of East Washington Avenue (US Hwy 151) to the east of the Tom's Auto Clinic site. This soil and groundwater contamination exists from approximately 3 to 16 feet below ground surface. We are enclosing a site map displaying inferred soil and groundwater contamination plumes.

If the contaminated soil or groundwater is encountered during future construction, it may pose inhalation or other direct contact hazards. Any contaminated soil or groundwater encountered will require sampling and analysis, as well as proper storage, treatment, and disposal of any excavated materials. We are enclosing site maps displaying inferred soil and groundwater contamination plumes.

If you have any questions, or require more detailed information, please contact me at METCO's La Crosse office (608-781-8879).

Sincerely,



Jason T. Powell  
Staff Scientist

Enclosure: Maps

RIGHT-OF-WAY

**Subject:** RE: Notification of Contamination withing the Right of Way - Tom's Auto Clinic  
**From:** "TeBeest, Sharlene - DOT" <Sharlene.TeBeest@dot.wi.gov>  
**Date:** Mon, 7 Dec 2009 15:55:02 -0600  
**To:** 'Diana Symitzcek' <dianajs@metcohq.com>

Hi Diana,

Stay safe in the snow!  
I've received your notice for the Tom's Auto Clinic site on USH 151 (E. Washington Ave.) in Madison, Dane Co. BRRTS # 03-13-000464.

Shar

**Sharlene Te Beest**  
**Hazardous Materials Specialist**  
**WisDOT Bureau of Equity and Environmental Services**  
sharlene.tebeest@dot.wi.gov  
phone 608-266-1476  
fax 608-264-6667  
cell 608-692-4546  
4802 Sheboygan Ave. Room 451  
PO Box 7965  
Madison, WI 53707-7965

---

**From:** Diana Symitzcek [mailto:dianajs@metcohq.com]  
**Sent:** Thursday, December 03, 2009 2:20 PM  
**To:** TeBeest, Sharlene - DOT  
**Subject:** Notification of Contamination withing the Right of Way - Tom's Auto Clinic

----- Original Message -----

**Subject:** Message from KMBT\_420  
**Date:** Thu, 03 Dec 2009 14:35:45 -0600  
**From:** dianajs@metcohq.com  
**Reply-To:** dianajs@metcohq.com  
**To:** dianajs@metcohq.com

**Diana Symitzcek**  
**METCO**  
1421 State Road 16  
La Crosse, WI 54601  
608-781-8879  
608-781-8893 Fax

Notification of Contamination within the Right of Way

**COPY**

County: Dane

Highway: U.S. Highway 151

Site Name: Tom's Auto Clinic

Site Address: 2652 East Washington Ave, Madison, WI 53704

BRRTS Number: 03-13-000464

PECFA Number: 53704-5026-52-A

FID Number: 113228830

Owner's Name: Marylynn Franzen

Owner's Address: 2652 East Washington Ave, Madison, WI 53704

Consulting Firm: METCO

Consultant Contact: Jason Powell

Consultant Address: 1421 State Road 16, La Crosse, WI 54601

Consultant Phone, Fax and E-mail: (608) 781-8879, (608) 781-8893, jasonp@metcohq.com

Soil contamination? Yes

Depth to contaminated soil: 3 feet

Vertical extent of contaminated soil: (e.g. from 3 to 16 feet below ground surface)

Groundwater contamination? Yes

Depth to water table: 5 to 14 feet below ground surface

Describe the type(s) of contamination present: Petroleum

Brief summary of cleanup activity: Excavation of Contaminated Soils

Attach a current plume map for groundwater contamination

Attach a current plume map for soil contamination