

May 10, 2000

Ms. Eileen Kramer
West Central Region Headquarters
Wisconsin Department of Natural Resources
1300 West Clairmont Avenue
P.O. Box 4001
Eau Claire, Wisconsin 54702-4001

RECEIVED
MAY 1 5 2000
DNR • WD

Subject: Off-Site Discharge Exemption Request Application, Green Bay & Western Railroad WBI Farmers Union Cooperative Lease Site, Whitehall, Wisconsin -- STS Project No. 22046XG

Dear Ms. Kramer:

On behalf of Wisconsin Central Ltd. (WC), STS Consultants, Ltd. (STS), is submitting this response to your letter dated May 2, 2000, about information concerning the above-mentioned site. You had requested information to complete the Off-Site Discharge Exemption Request Application. This letter provides additional information to address your concerns.

- <u>Item 1</u> A copy of the Green Bay & Western Railroad Company lease agreement with WBI Farmers Union Cooperative, as well as the location of the piping run and lease area (in red).
- <u>Item 2</u> An e-mail from Mr. Steven Carlson (STS), who actually drilled the site, including information on how he laid out the locations of borings.
- Item 3 This is also covered in the e-mail from Mr. Carlson.
- <u>Item 4</u> An aerial photograph of the city of Whitehall from 1973, showing the WBI Farmers Union Cooperative site.

We hope this additional information will help you. If you have any questions, please call us at 920-468-1978.

Sincerely,

STS/CONSULTANTS, LTD.

Consultant

Mark A. Bergeon, P.C

Principal Geologist

Wisconsin Department of Natural Resources 22046XG May 10, 2000 Page 2

Enclosures:

Lease Agreement E-mail from Mr. Steven Carlson 1973 Aerial Photograph

Copy: Mr. Geoffrey C. Nokes Wisconsin Central Ltd. P.O. Box 5062

Rosemont, Illinois 60017-5062

McCarey, Pat J.

From:

Carlson, Steven J.

Sent:

Friday, May 05, 2000 2:45 PM

To:

McCarey, Pat J.

Subject:

18402 Kelly Street in Whitehall, WI

I dug into the file for STS project #96946-XA, and searched my memory to answer your inquiry regarding soil boring locations on the subject property. We were provided with a copy of the lease agreement with WBI, including a scale map of the former WBI lease site; it also showed specific dimensions which confirmed it's 1"=100' stated scale. I used this map to lay-out site borings as follows.

- The layout baseline followed the existing RR alignment. The local yardman for Wisconsin Central RR (WC) was contacted for site on-track safety, he offered that the basic rail alignment on the mainline would not change much if at all over time, due to the nature of RR construction equipment and practices in the past. I measured distances to all soil borings by measuring distance along the rail from the street crossing for Abrahms (aka Main) Street, then measuring out the distance to each soil boring perpendicular to the rail. The mapped width of Abrams street was confirmed with field measurements.
- Property (R/W) boundaries were plotted with marking paint, using the dimensions shown on the plat map provided by WC. These were used to confirm existing features against the map data. For example, the fence shown on the map closely corresponded with a segament of wooden fence present at the time of fieldwork.
- The lease agreement showed an irregular shaped piece of property. The northern edge of the property portion bracketing the AST area appeared to be about 15 feet from the tracks. We made sure to stay at least 25 feet from the tracks in the AST area, for on-track safety reasons. This provides an added margin of confidence that soil boring B-1 (hottest boring) was in fact on the lease property (off WC property).

I hope this information assists you with deciphering the project's past. If you require, I can send you a photocopy of the lease agreement and map we used. I think Mark Bergeon would have (access to) an original report copy, including the site photos taken.

Form	756	214
roim	430) IVI

THIS AGREEMENT, made and entered into this
between GREEN BAY AND WESTERN RAILROAD COMPANY hereinafter called
"Lessor" and W B I FARMERS UNION CO-OP
of Whitehall State of Wisconsin, hereinafter called "Lessee",
WITNESSETH: (1). The Lessor, in consideration of the payments, covenants and conditions hereinafter set forth to be made, perform-
ed and observed by the Lessee, hereby leases to the lessee those certain premises situated in theCity
Whitehall County of Trempealeau state of Wisconsin described as follows:
Those certain parcels of land located as shown outlined in Red Color of

the map marked EXHIBIT "A", identified by the signature of Philip DeLano, attached hereto and hereby made a part hereof, together with the right of ingress and egress over the Lessor's property to and from the herein described Leasehold.

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

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

- 72.00 (\$......) per annum payable in advance on the first day of July in each year together with all the taxes and assessments legally levied or assessed against said premises for the term hereof or any extension thereof, and in cases of special assessments for permanent improvements, the annual rental will be increased by 5 per cent. of such assessment. Acceptance of rent in advance by the Lessor shall not act as a waiver of the right to terminate this lease.
 - (3). That the Lessee shall use such premises as a site for ... storage tanks, including required dike
- (4). That the Lessee shall continually carry on......its
 business upon said premises in an efficient manner unless discontinued by written consent of the Lessor. That said premises shall be used and the business conducted thereon insofar as it may affect the interests or operations of the Lessor to the approval of its General Manager and that Lessee will not in any way obstruct or interfere with the tracks of the Lessor.
- (5) That the Lessee shall erect upon said site the building or buildings herein mentioned and have the same completed and ready for use within 120 days from the date of this lease and that all doors and such building or buildings shall be so constructed as to open inward or be of the sliding type.

 (6). The Lessee shall not place or permit any obstruction nearer than 8 ft. 6 in., horizontally measured at right angles from the center line of any straight railway track and shall allow for such additional clearances as may be necessary on curves now or hereinafter located upon or adjacent to the leased premises or nearer than 27 feet vertically measured from the top of the rail, nor permit any excavation to be made or remain nearer than 10 feet horizontally from the center line of any such track and to comply with all laws pertaining to clearances now or hereafter in effect.
- (7). The Lessee shall, during the term of this lease, fully protect the leased premises from all mechanics' and materialmen's liens accruing by reason of the construction, maintenance, repair, replacement or renewal of any buildings or improvements of the Lessee located upon the leased premises, or the use or occupancy thereof by the Lessee.

 (8). The Lessee shall at all times keep all sidewalks abutting on the leased premises and vacant property adjacent thereto reserved for clearance purposes, free from snow, ice, refuse, or obstructions, and indemnify the Lessor against all penalties, fines, claims, demands, suits, judgments, costs and expenses in any manner arising from or growing out of the Lessee's failure to do so.
- (9). The Lessee shall not permit any advertisements or signs upon the leased premises other than advertisements or signs relating strictly to the business which is being conducted thereon.
- (10). The Lessee shall not permit the existence of any nuisance upon the leased premises or permit them to be used for any purpose other than as herein authorized; shall at all times keep them in proper, clean, safe and sanitary condition; shall at all times strictly comply with the requirements of all federal, state and municipal regulations, ordinances and laws, and the orders of any duly constituted public authority, now or hereafter in effect, in any way governing or regulating occupancy or use of the leased premises by the Lessee, and at the Lessee's sole expense make all improvements, alterations, repairs or additions, and install all appliances required by any such regulations, ordinances or laws.
- (11)A. It is understood and agreed that the movement of railroad locomotives, trains or cars in close proximity to the leased premises involves some risk of damage to structures and property thereon by fire, vibration or smoke. The Lessee shall assume all liability for, and release and indemnify the Lessor from and against, any and all damages to structures, including their appurtenances, equipment and appliances, located upon the leased premises, or to any other property located ed thereon, regardless of the Lessor's negligence, arising from fire, vibration or smoke caused by locomotives, trains or cars operated by the Lessor in the vicinity of the leased premises, except to the premises of the Lessor and to rolling stock belonging to the Lessor or others, and to shipments in the course of transportation.
- B. The Lessee hereby releases the Lessor from, and agrees to indemnify it against all loss, damage or injury caused by or resulting from any act or omission of the Lessee, or employees or agents of the Lessee, to the person or property of the parties hereto and their employes or agents, and to the person or property of any other person, firm or corporation, while on or about said leased premises; and if any claim or liability other than from fire shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them equally.

 C. The Lessor shall have the full benefit of any insurance effected by the Lessee upon property on the leased premises so far as necessary to protect it against the liability specified in A and B of this section; and the Lessee shall have all such insurance so written that the insurer shall have no claim or recourse of any kind whatsoever against the Lessor in connection therewith.
- (12)A. The Lessee shall not dispose of or remove any buildings or improvements located upon the leased premises, with out first paying all rent, taxes, assessments, license fees or other charges which may be due hereunder, or without first obtaining the written consent of the Lessor.
- B. When any rent, taxes, assessments, license fees or other charges payable hereunder are past due, the Lessor shall have and is hereby granted a lien therefor upon the buildings and improvements of the Lessee located upon the leased premises, including appliances, and upon thirty (30) days' writtennotice to the Lessee may take posession of and sell the same and apply the proceeds against such past due indebtedness.

- and apply the proceeds against such past due indebtedness.

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

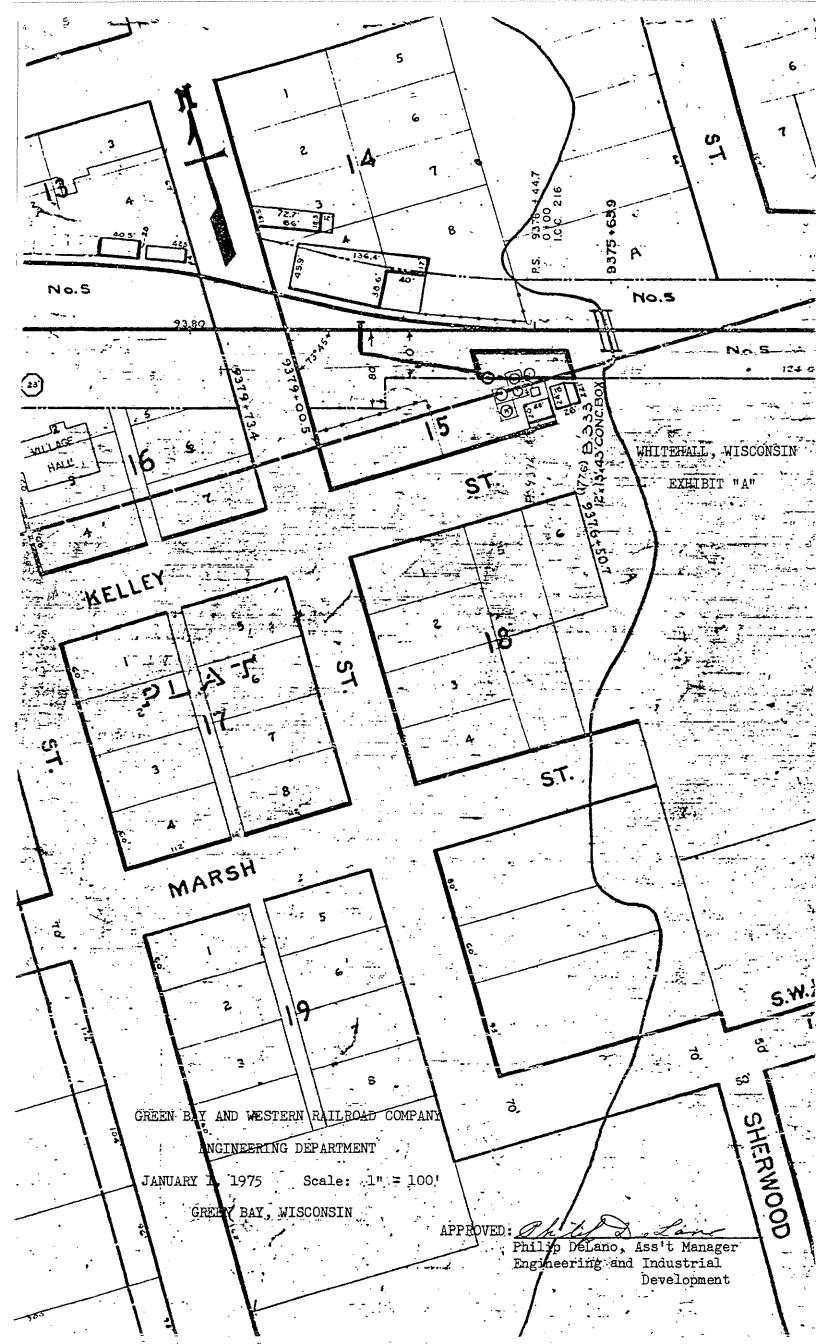
 (14). This lease shall be subject to termination at any time by either party hereto upon thirty (30) days' written notice to the other. When so terminated, the Lessor shall make proportionate refund to the Lessee of rental that shall have been paid in advance, after deduction of any amounts payable by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

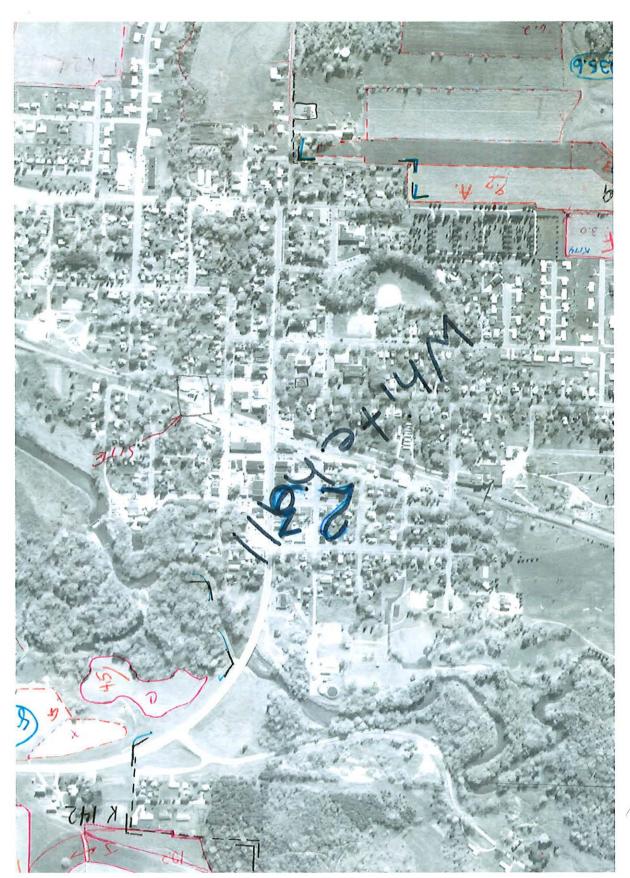
 (15) If required by the Lessor to do so upon termination of this lease for any reason, the Lessee shall promptly remove all of the Lessee's buildings, improvements and property then located upon the leased premises, fill up all excavations that may have been made, and surrender complete possession of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

 (16) Any notice of termination or other notice given by the Lessor hereunder, shall be good if served upon the Lessee, (17) This lease shall not be assigned or in any manner transferred by the Lessee, voluntarily or involuntarily, by operation of law or otherwise, or the leased premises or buildings thereon sublet, used or occupied for the conduct of any business by any third person or corporation, or for any purpose other than herein authorized, without the written consent of the Lessor. Subject thereto, this lease shall inure to the benefit of, and be bind

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

(19) The Lessee agrees that artificial lighting in pump houses, warehouses, or other enclosure where oil or other inflammable fluid supplies are handled or stored, except when in unbroken original containers, shall be by electricity, and this electrical installation and any other electrical installation on such premises shall conform to and be maintained in accordance with the "National Electrical Code," Article 32, and in accordance with the recommendations for such locations as embodied in the National Electrical Safety Code, and also in accordance with requirements of any local ordinance or State or Federal Laws which may be in effect during the terms of this lease. IN WITNESS WHEREOF, the parties hereto have caused this lease to be duly executed, as of the day and year first above written. GREEN BAY AND WESTERN RAILROAD COMPANY President. Vice W B I FARMERS UNION CO-OP By Malter Yuse, pres. Thomas M. Jonason. NOTICE: This lease shall not be assigned by the Lessee without first obtaining the written consent of the Lessor. If assignment is approved a charge of One Dollar will be made for changing record and making a new lease. Assignment will not be approved until all taxes due are paid together with any delinquent rent. Any uncarned rental will be credited to new Lessee, unless the Lessor is otherwise instructed. ASSIGNMENT For a valuable consideration, the Lessee named in the within lease, hereby sells, assigns and transfers all rights under ASSIGNEE'S ACCEPTANCE The undersigned hereby accepts the foregoing assignment and assumes each and all of the obligations of the Lessee contained in the within lease and agrees to sign a new lease containing similar terms and conditions. Assignee. Dated ... GREEN BAY Not Assignable Without Consent Lease PAID 1-76 FOR 1 AND Mitehall WESTERN FARMERS 25FE1111 16 Z-L TO RAILROAD NOIND CO-OP I COMPANY Station





STS Consultants, Ltd.

Transmittal Letter



GREEN BAY Phone (920) 468-1978 Fax (920) 468-3312 SCHOFIELD Phone (715) 355-4304 Fax (715) 355-4513 MILWAUKEE Phone (414) 359-3030 Fax (414) 359-0822 OSHKOSH Phone (920) 235-0270 Fax (920) 235-0321

Ms Eileen Kramer	N-	Date:	March 11, 2000
Wisconsin Department of Natural Re	esources	STS Job No.:	22046XG
1300 West Clairmont Avenue		Project:	WBI Farmers Union Co-Op
P.O. Box 4001		Location:	Whitehall, Wisconsin
Eau Claire, Wisconsin 54702-4001			
		RECE	IVED
Attention: Ms. Kramer		RECE	.veD
		WAR 1	3 2000
We are sending:		MAR 1 :	/CP
771 144-44			- On
attached under separate cover	er via:		
the following item(s):			
Prints	Copy of Letter		Samples
Shop Drawings	Change Order		Test Results
Specifications	Boring Logs		Draft Report #
Other: Off-Site Discharge Exemption F	equest Fee \$500		Concrete Report #
	oro	4/21/00	
They are transmitted as indicated:		410	
For Approval			As Requested
For Your Use			For Review and Comment
Remarks:			
Ms. Kramer,			
This is the \$500 for the Off-Site Exempt	ion Request Application	for the former Green	Bay and Western Railroad WBI

Farmers Union Co-Op site in Whitehall, Wisconsin. If you have any questions please call me at 920-468-1978.

STS Representative: Patrick J. McCarey
Title: Consultant



March 8, 2000

Ms. Eileen Kramer Wisconsin Department of Natural Resources 1300 West Clairmont Avenue P.O. Box 4001 Eau Claire, Wisconsin 54702-4001 RECEIVED
MAR 1 3 2000
DNR-WCR

Subject: Off-Site Discharge Exemption Request Application for Former Green Bay and Western

Railroad WBI Farmers Union Co-Op Lease Site, Whitehall, Wisconsin -

STS Project No. 22046XG

Dear Ms Kramer:

On behalf of Wisconsin Central Ltd., we are requesting an Off-Site Discharge Exemption for the above-referenced site. An Off-Site Discharge Exemption Request Application is enclosed.

In April 1997, STS Consultants, Ltd. (STS), completed a Phase II Environmental Assessment (Phase II) for the above-mentioned site. A copy of the Phase II report (enclosed) was forwarded to the Wisconsin Department of Natural Resources in the spring of 1997. In a telephone conversation dated May 5, 1998, STS contacted you to discuss this project and STS's interpretation that petroleum groundwater impacts do not appear to have originated on the site, but are likely due to migration from off site. Property information from the City of Whitehall was also sent to you by STS. In September 1999, STS contacted you for clarification on the status of this site. In that conversation (a copy of the STS telephone record is enclosed), you stated that about the only thing you could do was to formally respond to a liability exemption request. Therefore, we have prepared and are submitting the enclosed application.

If you have any questions, please call us at 920-468-1978.

Sincerely,

STS CONSULTANTS LTD.

Mark A. Bergeon. P.G.

Patrick J. McCarey

Principal Geologist

Wisconsin Department of Natural Resources 22046XG March 8, 2000 Page 2

Enclosures:

Off-Site Discharge Exemption Request Application April 1997 Phase II Report Copy of May 8, 1998, Letter (with attachments) Property Ownership Information with Plat Map STS Telephone Record (9/8/99)

Copy: Mr. Geoffrey C. Nokes
Wisconsin Central Ltd.
P.O. Box 5062
Rosemont, Illinois 60017-5062

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

Off-Site Discharge Exemption Request Application

Form 4400-201 (8/98) Page 1 of 3

Notice: Persons requesting an off-site discharge exemption letter ("off-site letter") from the Remediation and Redevelopment Program, as provided in s. 292.13, Wis. Stats., must provide the information requested on this application. Personally identifiable information collected may be used for purposes other than that for which it was originally collected. Under Wisconsin's open records laws, DNR is required to provide all non-confidential information to any person who requests it. Such information may be provided to the public in written or electronic form.

Throughout this application, "Property" refers to a property which has been impacted by hazardous substances that migrated from an off-site source.

- 1. Fill out separate forms if more than one person is requesting an off-site letter for the Property
- Attach a check made payable to the DNR to this application form to cover Department review costs. To obtain current information on fees, call (800) 367-6076
 for in-state long distance or (608) 264-6020 for out-of-state or local calls.
- Return completed form to the DNR Regional office where the Property is located. The locations of Regional offices are listed at the end of this form.

Applicantil	ntormation - Person R	equesting Off-Sile Lette				The B		
Applicant Nam		First Geoffrey		МІ	Telephon 847-	e Number -318–46	548	
Company	Wisconsin Central	Ltd.	Title Director	Enviro	onmenta	al Cont	crol	
Mailing Addres	3\$				Fax Num	ber		
	P.O. Box 5062		····	,		-318-46	513	
City				State]-	Zip Code		
Do you:	Rosemont		Do you intend to:	L			7-5062	
		the Property?	Do you intend to.	а	cquire o			operly
Environmental	Consultant Name - Last McCarey .	First Patrick	J	MI •		e Number -468–19		
Company	STS Consultants,	Ltd.	Tille Project M	anagei	r			
Mailing Addres	SS				Fax Num	per		
	1035 Kepler Drive			In		-468-33	312	
City				State		Zip Code	1	
Altorney Name	Green Bay	First		MI MI	Tolophon	5431. e Number		
Anomey Name	; • Last	1-1121	'	YI I	releption	e Mumber		
Firm			Title					
Mailing Addres	SS		**************************************		Fax Num	ber		
City				State]	Zip Code		
If you intend to	acquire or lease this Property	, provide the following informa	ion about the current	ownero	f the Prope	rtv.		
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Mailing Addres	SS				Fax Num	per		
City				State		Zip Code		
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Property/Facili	ly Name	ern Railroad WBI Fa		Co	unty Trempe	ealeau		
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City			·	State	12	ip Code		
	Whitehall		727-11-4-11-11-11-11-11-11-11-11-11-11-11-1	WI				

Off-Site Discharge Exemption Request Application

Form 4400-201 (8/98) Page 2 of 3

Property Information a Property Impacted By Off Site C						
Has a discharge to soil or groundwater been detected on the Property d	escribed?					
X Yes No						
If contamination has been detected, has it been If yes, check all that a	apply: 🗵 DNR			Date Reported		
<u> </u>	re-relation the Clair 2					
Is the source of the contamination known?	If yes, what is the sour					
Yes 🛛 No Suspected	Former bull	k plant	on proper	ty to south		
If yes, provide name of the property owner and address of the property w	here contamination is k	nown or fro	om which it is susp	ected to be migrating:		
Source Properly Owner Name - Last First			Telephone Numb	er		
Solberg Wallace	;	I.				
Location Address of Contamination Source	(mi i ir)	ļ	Fax Number			
18402 Kelley Street (Lots 3 and	4 Block 15)	101.11	150 6 1			
Cily Whitehall		State WI	Zip Code 5477			
Properly Information Needed to Process Application						
Provide the following information to process your application:						
Include the following information for each submittab						
Include the following information for each submittal: Map(s) showing Property location, and any suspected or known o	ff-site source propertie	.e				
2. For any environmental data submitted, include:	n-sne source propertie					
Property map(s) showing sampling locations for all data submitted.						
Interpretation of data signed by a qualified environmental pro						
Soil boring logs,						
Groundwater monitor well construction, development and sampling logs,						
e) Laboratory-provided data reports,						
Survey information for groundwater elevations,						
Chain of custody forms for all samples, and						
Description of sample collection methods.						

Document that the statutory criteria listed in A through C below are satisfied. Examples of information that may be used to document that the criteria are satisfied are provided.

- A. Document that there is hazardous substance contamination present in soil or groundwater on the Property. Examples of information include:
 - Analytical results and interpretations for samples collected from soil and/or groundwater on the Property, or at or near the Property line, that conclusively document the presence of a hazardous substance in either or both of these media on the Property. This information could be documented in a Phase II Environmental Assessment report.
- B. Document that the hazardous substance contamination present in soil or groundwater on the Property is migrating onto the Property from an off-site source. Examples of information include:
 - Information identifying known or suspected discharges of the hazardous substance on neighboring property(ies) (e.g., a Phase I Environmental Assessment report).
 - Soil and/or groundwater sample data and interpretations adequate to conclude that the hazardous substance is migrating onto the Property, such as:
 - Samples from monitoring wells located on the up-gradient side of the Property (include information to establish up-gradient direction), which show increasing contaminant concentrations toward the up-gradient Property boundary; or
 - off-site investigation results which provide information about groundwater flow direction and contaminant movement that convincingly document that hazardous substances from a known or suspected off-site source have impacted the Property.
- C. Document that the discharge of a hazardous substance is not from a source on the Property. Examples of information include:
 - ✓. Information related to historical activities, such as descriptions of chemicals used and handled, areas where chemicals were used and handled, and areas of potential discharges on the Property (e.g., a Phase I Environmental Assessment report).
 - 2. Where the types of hazardous substances used, handled, or discharged on the Property are the same as the hazardous substances
 - MA migrating on to the Property, provide environmental information (e.g., expanded Phase II environmental assessment data), including analytical results and interpretation for soil and groundwater samples collected from potential discharge areas.

Off-Site Discharge Exemption Request Application

Form 4400-201 (8/98) Page 3 of 3

Applicant Certification

Date Approved

I certify that I have read and am familiar with the information on this application and that the information is true, accurate and complete to the best of my knowledge.

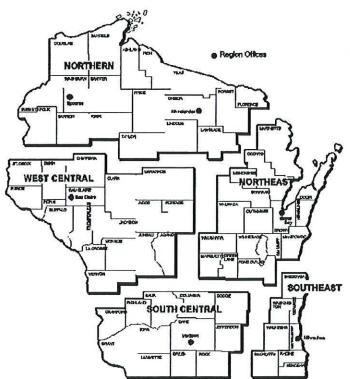
I believe that I meet the criteria in s. 292.13, Wis. Stats., with respect to the fact that I never controlled or possessed the hazardous substances that have migrated onto the Property while they were on the source property, nor did I cause the hazardous substance discharge for which I am seeking this written exemption.

I understand that I retain the responsibility for any hazardous substance discharges that I caused or cause, and for any discharges whose source I possess or control on the Property or on other properties.

I understand that if I fail to satisfy the statutory requirements in s. 292.13, Wis. Stats., such as failing to provide access to the Property, the DNR has the authority to revoke the off-site exemption for the Property.

Applicant Name - Last Noke	First MI Title C	DIRECTOR
Signature Auffr	2 c More	Date 3-10-2000
	For DNR Office Use Onl	y in the second
Date Received	BRRTS Activity Name	BRRTS Activity Code
Date Assigned Fig. 1911	DNR Reviewer	BRRTS FID No. (If used)
Comments		Fee Enclosed

Date Additional Information Requested



NORTHERN REGION

Date Denied

Remediation & Redevelopment Team Supervisor Department of Natural Resources 107 Sutliff Avenue Rhinelander, WI 54501 (715) 365-8960

WEST CENTRAL REGION

Remediation & Redevelopment Team Supervisor Department of Natural Resources P.O. Box 4001 Eau Claire, WI 54702-4001 (715) 839-3710

NORTHEAST REGION

Remediation & Redevelopment Team Supervisor Department of Natural Resources 1125 N. Military Avenue P.O. Box 10448 Green Bay, WI 54307 (920) 492-5860

SOUTHEAST REGION

Date Withdrawn

Remediation & Redevelopment Team Supervisor Department of Natural Resources 2300 N. Dr. Martin Luther King Jr. Dr. P.O. Box 12436 Milwaukee, WI 53212 (414) 263-8561

No

SOUTH CENTRAL REGION

Remediation & Redevelopment Team Supervisor Department of Natural Resources 3911 Fish Hatchery Rd. Fitchburg, WI 53711 (608) 275-3241