



W66 N215 Commerce Court
 Cedarburg, Wisconsin 53012
 (414) 375-4750
 (800) 645-7365
 Fax (414) 375-9680

PROJECT MEMORANDUM NO. 3

To: Mr. Scott J. Ferguson, WDNR Fax: (414) 229-0810
 Mr. Frank Giuffre, Mallory Improvements, Fax: (414) 747-7345
 Ms. Lori Stanwood, Hein Werner, Fax: (414) 542-7890

cc: Mr. Hiram J. Buffington, P.E., CIH, CSP, CHMM, Snap-on Tools, Fax: (414) 656-6425
 Mr. Jeffrey J. Nettesheim, P.E., CHMM, Snap-on Tools, Fax: (414) 656-6425

From: Mr. Greg Johnson, CHMM, P.G., P.E., KEY Project Manager
 Mr. Dan Pelczar, CPG, KEY Field Manager/Hydrogeologist

Date: September 21, 1999

Reference: **Project Status Update**
 Former Hein Werner Property
 1005 Perkins Avenue, Waukesha, Wisconsin
 WDNR FID # 268091890
 KEY Project No. 0810009

The purpose of this memorandum is to update you on the status of the site investigation at the above referenced site.

FIELD WORK TASK	PROJECTED SCHEDULE
Digger's Utility Clearance	complete
Surface Waste/Debris Inventory Staking Soil Boring/Monitoring Well Locations	complete
Soil Boring Drilling Monitoring Well/Piezometer Installation	complete
Monitoring Well/Piezometer Development	complete
Monitoring Well/Piezometer Sampling	complete
Monitoring Well/Piezometer Slug Testing*	9/27 - 9/28
Survey	9/27

*Slug testing activities have been delayed due to a problem with KEY's data logger. In addition, based on soil conditions encountered during the soil boring drilling and on monitoring well/piezometer development data, in-situ hydraulic conductivity testing (slug testing or bail-down testing) will be performed on four of the eight monitoring wells and all four of the piezometers. Grain size distribution testing data will be used to estimate the hydraulic conductivity for four of the monitoring wells, which are screened in sand and gravel.

Please call Mr. Greg Johnson at (414) 375-4750 with any questions regarding this project.

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Milwaukee, Wisconsin 53202-4497
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Quarles & Brady LLP

Yrd
268091890
BNT 02-68-000914

August 6, 1999

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. Dominique Guiffre
Mallory Improvements
6635 South 13th Street
Milwaukee, WI 53221

RE: Access Agreement for Investigation Work at 1005 Perkins Avenue, Waukesha, Wisconsin

Dear Mr. Guiffre:

Hein Werner and Mallory Improvements have both received the enclosed August 3, 1999 correspondence from the Wisconsin Department of Natural Resources. On behalf of Hein Werner, Mr. Hiram J. Buffington has also received the enclosed letter from your environmental consultants, Dakota Intertek Corporation (d/b/a Dakota Environmental). Although the latter letter was dated May 25, 1999, it was not mailed to Mr. Buffington until July 30, 1999. Dakota Environmental's letter indicates that it is written on behalf of Mallory Improvements.

In light of WDNR's August 18, 1999 deadline for an executed Site Access Agreement between Mallory Improvements and Hein Werner, and in light of the representations made in Dakota Environmental's letter, we are again enclosing two copies of an Agreement for Access to property, relating to the investigative work plan to be implemented at the 1005 Perkins Avenue property pursuant to WDNR order.

This Access Agreement is similar to the Agreement which Hein Werner forwarded to Mallory Improvements in November, 1998. The revised Access Agreement, however, makes even more clear that the work will be done at locations determined in consultation with Mallory Improvement's designated representative, and that -- as per a request in Dakota Environmental's recent letter -- Hein Werner shall provide ample notice to Mallory Improvements before any work is done at the property. Finally, Mallory Improvements will be provided promptly with documentation of the work at the site, and analytical results.

Mr. Dominique Guiffre
August 6, 1999
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As WDNR has made very clear, it expects both Hein Werner and Mallory Improvements to immediately comply with the terms of the Administrative Orders relating to the investigation and cleanup of 1005 Perkins Avenue property. Hein Werner is prepared to commence the site investigation work plan approved by WDNR.

Therefore, on behalf of Hein Werner, we request that you review the Agreement For Access to Property, and then sign both copies, retaining one copy and returning the second to:

Mr. Hiram J. Buffington
Snap-on Tools Company
2801 80th Street
Kenosha, WI 53141

Please do not hesitate to contact me at 277-5537 if you have any questions.

Very truly yours,

QUARLES & BRADY


George J. Marek

GJM:sls

Enclosure

cc: Mr. Frank Guiffre (w/encl.)
Mr. Earl Vander Weilen, III (w/encl.)
Mr. Hiram J. Buffington (w/encl.)
Mr. Scott Ferguson, WDNR, (w/encl.)
Mr. David Dahms, WDNR (w/encl.)

AGREEMENT FOR ACCESS TO PROPERTY

This Agreement for Access to Property ("Agreement") between Hein Werner and Guiffre Brothers d/b/a Mallory Improvements ("Property Owner") is entered into in order to allow representatives of Hein Werner and the Wisconsin Department of Natural Resources ("WDNR") to enter onto and have access to property owned by Property Owner, located at 1005 Perkins Avenue, Waukesha, Wisconsin, ("the Property"), for the purpose of conducting a site investigation work plan in accordance with the WDNR Order No. 98-SEEE-056. The purpose of the investigation work plan ("Work"), approved by the WDNR on March 15, 1999, is to define the extent and degree of horizontal and vertical soil and groundwater contamination resulting from the alleged discharge of paint wastes and solvents at the site. The Work shall comply with the requirements of ch. NR 716, Wis. Adm. Code, and all applicable federal and state laws.

Property Owner hereby grants such access to the above referenced parties subject to the following terms and conditions:

1. Hein Werner, its employees, contractors or subcontractors (hereinafter collectively "Hein Werner") shall install, operate and maintain the Work on the Property. The exact location of the Work shall be determined in consultation between Hein Werner and the designed representative of Property Owner and is outlined by the Work plan approved by WDNR on March 15, 1999.
2. Property Owner further agrees that, upon the mutual agreement of Hein Werner and Property Owner as to the exact location of the Work, it will allow Hein Werner access to the Property in order to install, operate and maintain the Work on that portion of the Property described in the submitted Work plan.
3. Hein Werner agrees that it shall install, operate and maintain the Work so as not to unreasonably interfere with Property Owner's use and enjoyment of the Property. Hein Werner shall, to the extent practicable, restore the Property to its original grade, condition and appearance at the completion of

the Work. Hein Werner shall consult with the designated representative of Property Owner prior to performing any necessary restoration.

4. Hein Werner shall be responsible for contacting Diggers Hotline prior to the performance of the Work. Property Owner will provide information regarding the location of any private underground utilities, to the extent such information is reasonably available to Property Owner.
5. Hein Werner shall notify designated representatives of Property Owner at least three (3) business days in advance of commencing any installation or construction work on the Property.
6. Hein Werner shall comply with all applicable federal, state, and local laws, ordinances, rules, orders, or regulations in conducting the Work.
7. Hein Werner covenants and agrees that it shall not occupy, use or test the Property except for the Work.
8. Hein Werner or its agents shall provide evidence of insurance satisfactory to Property Owner prior to the commencement of the Work, which insurance shall be valid during the term of the Work.
9. Hein Werner shall promptly provide Property Owner with copies of all written documentation and correspondence submitted by Hein Werner to WDNR which contain results of the Work.
10. This Agreement may be amended only by written agreement of both Hein Werner and Property Owner.
11. This Agreement shall terminate on the date on which Hein Werner receives written certification from WDNR that the remediation investigation that Hein Werner is conducting has been satisfactorily completed, or upon written agreement of both parties.
12. Hein Werner and Property Owner each represents that it

has the authority necessary to execute this Agreement.

13. Notices relating to the Agreement shall be sent to the following:

To: Mr. Dominic Guiffre
Mallory Improvements
6635 S. 13th Street
Milwaukee, Wisconsin 53221

To: Ms. Lori Stanwood
Hein Werner
2120 North Pewaukee Road
Waukesha, Wisconsin 53188

To: Mr. Hiram Buffington
Snap-on Tools Company
2801 80th Street
Kenosha, Wisconsin 53141

14. This Agreement, including the benefits and obligations thereof, is binding upon and shall inure to the benefit of Hein Werner and Property Owner and their heirs, personal representatives, successors and assigns.
15. This Agreement is not an admission of liability on the part of Property Owner or Hein Werner. No admission of fact or law is deemed made by this Agreement or any statements contained in this Agreement, and this Agreement is not admissible or relevant to prove any fact.
16. If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.
17. This Agreement shall be interpreted under the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto, which may be represented by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has the full power and authority to enter into this Agreement.

Hein Werner

By: _____

George J. March
Quahill & Brady, LLP
Legal Counsel

Property Owner

Dominic Guiffre

d/b/a Mallory Improvements

By: _____

Title: _____

Dated: _____



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tommy G. Thompson, Governor
George E. Meyer, Secretary
Gloria L. McCutcheon, Regional Director

Southeast Regional Headquarters
2300 N. Dr. ML King Drive, PO Box 12436
Milwaukee, Wisconsin 53212-0436
Telephone 414-263-8500
FAX 414-263-8483
TDD 414-263-8713

August 3, 1999

Mr. Dominic Giuffre
Mallory Improvements
6635 S. 13th Street
Milwaukee, WI 53221

Ms. Lori Stanwood
Hein-Werner Corporation
2120 North Pewaukee Road
Waukesha, WI 53188

Subject: Administrative Orders #98-SEEE-056 and #98-SEEE-057

Dear Mr. Giuffre and Ms. Stanwood:

On September 29, 1998, Wisconsin DNR issued Administrative Order #98-SEEE-056 to Hein-Werner Corporation and Administrative Order #98-SEEE-057 to Mallory Improvements. Both orders required an investigation and clean-up of the property located at 1005 Perkins Avenue, Waukesha, formerly owned by Hein-Werner and currently owned by Mallory Improvements.

On March 15, 1999, Scott Ferguson approved a work plan to investigate the degree and extent of contamination at the site. This work plan was developed by Key Engineering on behalf of Hein-Werner/Snap-On-Tools. Hein-Werner/Snap-On Tools have attempted to work with Mallory Improvements to allow access for the site investigation. It appears that an access agreement, satisfactory to both parties, cannot be reached at this time.

Please be advised that, since the Administrative Orders are not being complied with, the Department is strongly considering referring both parties to the Department of Justice for violations of Wisconsin's Spill Law. The Department will likely proceed with this enforcement action if an access agreement cannot be worked out between the two parties by August 18, 1999.

You may contact me at (414) 263-8670 if you have any further questions on this matter.

Sincerely,

David Dahms
Enforcement Specialist

c: Scott Ferguson - SER Annex
Judy Ohm - LS/5
Hiram Buffington - Snap-On-Tools

**DAKOTA
INTERTEK
CORP.**

May 25, 1999

d/b/a Dakota
Environmental

Environmental
Technology

Environmental
Contracting

Mr. H.J. Buffington
Snap-on Tools
P.O. Box 1410
Kenosha, WI 53141

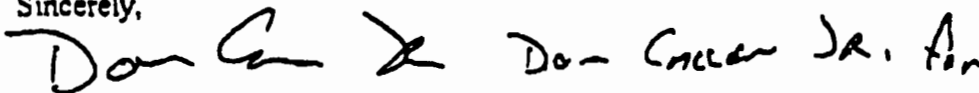
Re: Access for the former Hein Werner Property at 1005 Perkins Avenue in
Waukesha, Wisconsin

Dear Mr. Buffington:

We have always stated that we will allow access for work at the site at any time, conditional on adequate notification and the inclusion of Mallory Improvements representation. Since the latter condition appears to preclude a mutually satisfactory agreement, Mallory Improvements will withdraw the condition of representation during Snap-On Investigative work. We now only ask that you provide ample notification for planned events.

However, Mallory Improvements believes that because different types of contamination have been found in several different areas, the additional monitoring wells will not be sufficient to address all environmental concerns. We will cooperate with Key's investigation, but believe additional investigation and remediation will be required.

Sincerely,



Frank P. Giuffre
President

cc: Scott J. Ferguson. WDNR