

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Matthew J. Frank, Secretary

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December 23, 2008

Via Hand Delivery to Attorney Linda Bochert

Mr. Charles Dullea, President  
NOR-LAKE, Inc.  
Second and Elm Street  
P.O. Box 248  
Hudson, WI 54016

CT # WD-92-01

2008-WCEE-090

02-56-000089

Subject: Spill Response Agreement

Dear Mr. Dullea:

Enclosed is one copy of the Spill Response Agreement between NOR-LAKE, Inc. and the Department of Natural Resources.

This agreement is now in effect and enforceable. The Department looks forward to working with you to meet the compliance commitments established in this agreement.

Per my conversation today with Attorney Linda Bochert, NOR-LAKE, Inc. will pay the \$1,000.00 review fee to the Department within 45 days.

If you have any questions on this matter, please contact Attorney Deb Johnson at (608) 267-0846 or Hydrogeologist Pat Collins at (715) 684-2914.

Sincerely,

Steven L. Sisbach, Section Chief  
Environmental Enforcement & Emergency Management  
Bureau of Law Enforcement

c: Mark Giesfeldt- RR/5  
Deb Johnson - LS/8  
Bill Evans - WCR  
Pat Collins - WCR, Baldwin  
Ginger Hooper - WCR



**NEGOTIATED SPILL RESPONSE AGREEMENT  
BETWEEN  
THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES  
AND  
NOR-LAKE, INC.**

WHEREAS, Nor-Lake, Inc. (Nor-Lake) is a Wisconsin domestic corporation with a corporate mailing address of 727 Second Street, Post Office Box 248, Hudson, Wisconsin 54016.

WHEREAS, Nor-Lake operates a manufacturing facility which primarily manufactures refrigerated food service and laboratory equipment. This manufacturing facility is located between Highway 12 and County Trunk Highway A in Section 22 of Township 29 North, Range 19 West in the Town of Hudson, St. Croix County, Wisconsin.

WHEREAS, in 1984 Nor-Lake voluntarily reported to the Department of Natural Resources (DNR or the Department) that Nor-Lake had tested the plant's drinking water and found contamination.

WHEREAS, since that time Nor-Lake has been addressing groundwater contamination in the vicinity of the Nor-Lake facility under the terms of successive DNR Consent Orders and Stipulations and Orders for Judgment entered in the Circuit Court for St. Croix County.

WHEREAS, under the terms of those Orders Nor-Lake has, among other things, conducted groundwater monitoring, installed groundwater and soil remediation systems, and installed point of entry granulated activated carbon filters for residential well owners.

WHEREAS, the current Amended Stipulation and Order for Amended Judgment, entered by St. Croix County Circuit Court Judge Needham on January 11, 2000 in *Nor-Lake, Inc. v. Wisconsin Department of Natural Resources* (Case No. 94-CV-479), expires on December 31, 2008 (2000 Stipulation and Order for Judgment).

WHEREAS, DNR and Nor-Lake have agreed to replace the 2000 Stipulation and Order for Judgment with this Negotiated Spill Response Agreement (Agreement).

NOW, THEREFORE, in consideration of, and in exchange for the mutual promises and mutual covenants contained herein, the parties agree as follows:

**PARTIES BOUND**

This Agreement is entered into pursuant to §292.11(7)(d), Wis. Stats., by the Department and Nor-Lake. This Agreement shall be enforceable under §292.11(7)(e), Wis. Stats.

## WORK TO BE PERFORMED

Nor-Lake will operate and periodically evaluate the efficiency of the groundwater pump and treat and soil vapor extraction (SVE) systems and make repairs and adjustments to maintain efficiency, conduct or discontinue sampling on monitoring wells, private wells, and sentry wells, and provide or remove filters for private wells as shown on the attached Figure and Tables and described below. The parties recognize that this Agreement covers an initial phase of work. Nor-Lake and DNR will discuss potential future work, and may agree to amend this Agreement or to enter into a new Negotiated Spill Response Agreement to reflect such work.

Table 1 lists the monitoring wells, recovery wells, and SVE wells to be sampled, the frequency and months for that sampling, and the parameters to be sampled for.

Table 2 lists the addresses of the private wells to be sampled and the frequency for that sampling. This list reflects the agreement to discontinue sampling all private wells that have no detects and no historical Preventive Action Limit (PAL) exceedances. Table 2 corresponds with Tables 3a and 3b which list the addresses of the private water supply wells for which the filter will be removed.

Table 3a lists the addresses of the private wells that currently have a filter provided by Nor-Lake and for which the filter will be removed because sampling has shown no detects and no historical Preventive Action Limit (PAL) exceedances.

Table 3b lists the addresses of the private wells that currently have a filter provided by Nor-Lake and for which the filter will be removed because the last four rounds of sampling have shown the average TCE levels to be below the PAL (i.e., below 0.5 ug/L).

Figure 1 shows the Area of Concern. It also shows the locations of the monitoring wells and private wells to be sampled and frequency for that sampling.

Nor-Lake will sample for the following Contaminants of Concern:

Dichlorodifluoromethane	Trichloroethene
Tetrachloroethene	1,1-Dichloroethane
Trans 1,2-Dichloroethene	Cis 1,2-Dichloroethene
1,1,1-Trichloroethane	Trichlorofluoromethane <sup>1</sup>
1,1-Dichloroethene	Chloroethane
1,2-Dichloroethane	Vinyl Chloride <sup>1</sup>
1,1,2-Trichloroethane	

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<sup>1</sup> Although vinyl chloride is a breakdown product of tetrachloroethene, it has been detected only rarely in any of the wells Nor-Lake has sampled since 1990; and trichlorofluoromethane has been detected only rarely in those wells. Vinyl chloride and trichlorofluoromethane have also been detected on occasion in groundwater samples associated with the Junker Landfill. Thus, detection of either vinyl chloride or trichlorofluoromethane may be an indicator of a source of contamination other than Nor-Lake.

Task Number/Title	Description of Work	Compliance Dates
Task 1: Remediation Systems	<p>A. Abandon recovery well RW – 3.</p> <p>B. Monitor soil vapor extraction system (SVE) quarterly and adjust valving to cycle well on a monthly schedule.</p> <p>C. Conduct quantitative VOC testing of the SVE system annually.</p>	<p>A. Within 120 days of Effective Date.</p> <p>B. Quarterly beginning 90 days after Effective Date.</p> <p>C. Annually beginning 90 days after Effective Date.</p>
Task 2: Routine Monitoring Well Sampling and Well Abandonment	<p>A. Sample monitoring wells as shown on Table 1 and Figure 1.</p> <p>B. Abandon MW-8.</p> <p>C. Abandon former water supply well at 587 Co. Rd. A.</p>	<p>A. At frequency shown on Table 1 beginning 90 days after Effective Date.</p> <p>B. Within 120 days of Effective Date.</p> <p>C. Within 120 days of Effective Date.</p>
Task 3: Private Water Supply Wells	<p>A. Private well sampling:</p> <ol style="list-style-type: none"> <li>1. Sample private wells as shown on Table 2 and Figure 1.</li> <li>2. Discontinue sampling private wells as listed on Table 2.</li> <li>3. New wells installed in the Area of Concern shall be sampled for VOCs as follows: WDNR shall send to Nor-Lake a copy of each variance which is issued authorizing a new well to be installed within the Area of Concern. Nor-Lake shall take all reasonable steps to sample any such well within 30 days of notification by WDNR and as close to within 30 days of installation as reasonably possible. If sample analytical results for the new well show TCE in concentrations at the PAL or above (i.e., at 0.5 ug/L or greater), Nor-Lake shall offer to install a filter system. If after four rounds</li> </ol>	<ol style="list-style-type: none"> <li>A. 1. At frequency shown on Table 2 and Figure 1, beginning 90 days after Effective Date.</li> <li>2. Upon Effective Date.</li> </ol>

	<p>of annual samples the average of the TCE concentrations is less than the PAL (i.e. 0.5 <sup>3</sup> ug/L), Nor-Lake may remove the filter system. Nor-Lake will then proceed as described in Task 3.B.2. and the Note in that section immediately below. If confirmed detects of other Contaminants of Concern exceed the respective PALs, Nor-Lake will consult with the WDNR to determine the need to install a filter system.</p> <p><b>B. Water supply treatment:</b></p> <ol style="list-style-type: none"> <li>1. Remove filter systems as shown on Tables 3a and 3b</li> <li>2. Sample annually for 2 years after removal. Note: If the first annual sampling of a water supply results in a detect of TCE at the PAL or above (i.e., at 0.5 ug/L or greater), then the following shall apply: Nor-Lake shall resample that water supply well within 90-days to confirm the concentration, that sample will be averaged with the last three rounds of sampling so that four rounds of results are averaged; if the result of that averaging shows a TCE concentration at the PAL or above (i.e., at 0.5 ug/L or greater) then Nor-Lake will offer the resident a filter for that water supply. If confirmed detects of other Contaminants of Concern exceed the respective PALs, Nor-Lake will consult with the WDNR to determine the need to install a filter system.</li> </ol>	<p>less</p> <ol style="list-style-type: none"> <li>B. 1. Complete removal within 180 days of Effective Date.</li> <li>2. Upon completion of removal.</li> </ol>
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Task 4: Public Meeting	Hold public meeting for residents to present information summarizing site history, investigation, remediation actions, proposed changes.	December 3 & 4, 2008 at Town of Hudson.
Task 5: Area of Concern (AOC)	Revise southern boundary of AOC as shown on Figure 1.	Revision becomes effective upon Effective Date.
Task 6: Annual Report	Submit annual report to DNR.	Annually by February 15.

#### PAYMENT OF FEES

Nor-Lake agrees to pay DNR the review fees of \$1,000 listed in ch. NR 749, Wis. Adm. Code, for a negotiated agreement under § 292.11(7)(d) and other fees listed in ch. NR 749 as may be required. Payment shall be made in the form of a check made payable to the Department of Natural Resources, to be submitted to the Department's West Central Regional Headquarters in Eau Claire, Wisconsin.

#### FORCE MAJEURE

A. Nor-Lake shall cause all work to be performed within the time limits specified in the above table, unless the schedule is amended in writing by mutual agreement of the parties or unless performance is delayed by events that constitute a force majeure. For the purposes of this Agreement, a "force majeure" is an event arising from causes beyond the control of Nor-Lake, and any consultant, contractor or other entity hired by Nor-Lake to conduct any of the activities required under this Agreement, which delays or prevents performance of any obligations under this Agreement. Force majeure events include, but are not limited to, denial or delay in obtaining access to adjacent properties that is necessary to implement the work, or a permit or other authorization from a governmental agency or other party that is necessary to implement the work, provided, however, that Nor-Lake has submitted a timely application for any access, permit or authorization. Increases in cost or changes in economic circumstances do not by themselves constitute a force majeure. However, an event that would otherwise constitute a force majeure shall be deemed a force majeure, even though such an event also results in increased costs or changed economic circumstances.

B. Nor-Lake shall notify the Department in writing no later than thirty (30) business days after Nor-Lake becomes aware of any event that Nor-Lake contends is a force majeure. Such notification shall describe the anticipated length of the delay. The Department shall promptly provide Nor-Lake with a written decision as to whether the event constitutes a force majeure. If the Department agrees that a delay is attributable to a force majeure, the scheduled delivery date that has been established for the performance of any activity required under this Agreement that has been delayed by the force majeure shall be extended by adding to the scheduled delivery date the number of days attributable to the delay caused by the force majeure.

## DISPUTE RESOLUTION

A. The parties shall use their best efforts to in good faith resolve all disputes or differences of opinion that may arise. If, however, any dispute arises concerning any matter under this agreement which the parties are unable to resolve informally, Nor-Lake shall present a written notice of such dispute to the Department, which shall set forth specific points of dispute, the position of Nor-Lake, and the technical basis therefor, and any actions which Nor-Lake considers necessary. All information submitted by Nor-Lake to the Department in the course of dispute resolution under this Section shall become part of the administrative record. The procedures set forth in the Dispute Resolution Section of this Agreement shall not apply to actions taken by the Department to enforce this Agreement if Nor-Lake has not previously submitted written notice of a dispute concerning the provision that the Department seeks to enforce.

B. Within thirty (30) days of receipt of such written notice, the Department shall provide a written response to Nor-Lake setting forth its position and the basis therefor. Nor-Lake may respond to the Department's written response within five (5) business days of its receipt. During the five (5) business days following receipt of Nor-Lake's response to the Department's stated position, the Department shall attempt to negotiate in good faith a resolution of the differences.

C. Following the expiration of the time periods described in paragraph B. of this Section, if the Department concurs with the position of Nor-Lake, Nor-Lake shall be so notified in writing and this Agreement shall be modified to include any necessary extensions of time variances of work or reversal of the Department's determinations.

D. If the Department does not concur with the position of Nor-Lake, the Department shall resolve the dispute in good faith, taking due account of the position of Nor-Lake and, based upon and consistent with the terms of this Agreement and applicable law, shall provide written notification and justification of such resolution to Nor-Lake (Department Resolved Matter).

E. The pendency of dispute resolution under this Section and any available remedies under applicable law shall affect the time period for completion of work or other obligations to be performed under this Agreement that are directly related to the dispute. However, in such event, if Nor-Lake has demonstrated a good faith basis for the dispute, applicable time periods shall be extended only to the actual time that it takes to resolve the dispute. Elements of work obligations not affected by the dispute shall be completed in accordance with the schedule contained in this Agreement.

F. Upon resolution of any dispute, whether informally or using the procedures in this Section, any additions or modifications required as a result of such dispute resolution shall immediately be incorporated, if necessary, into the appropriate plans or procedures and to this Agreement. Nor-Lake shall proceed with all remaining work according to the modified plan or procedure.

G. In any proceeding to enforce the terms of this Agreement, Nor-Lake may defend on the basis that the Department Resolved Matter of any properly invoked dispute was arbitrary



and capricious, in addition to any other defenses that are available under this Agreement or applicable law. If the court finds that the Department's resolution of any dispute was arbitrary and capricious or otherwise contrary to law, the court may exercise such legal and equitable powers as it deems appropriate.

#### EFFECTIVE DATE

This Agreement shall be executed by Nor-Lake before being executed by the Department. When the Department executes this Agreement, the Department shall enter an effective date immediately below the Department's signature which shall be a minimum of three (3) business days after the date of mailing (first-class postage prepaid) by the Department to Nor-Lake of a fully executed copy of the Agreement (the Effective Date).

#### SUBSEQUENT AMENDMENT

This Agreement may be amended by mutual agreement by the Department and Nor-Lake. Any amendment of this Agreement shall be in writing, signed by the Department and Nor-Lake and shall have as the effective date that date on which the last party signed such amendment. The Department reserves jurisdiction to amend this Agreement if such action is necessary for the protection of public health, safety or welfare or the environment. If the Department issues a unilateral administrative order to amend or supplement this Agreement, Nor-Lake will have the right to appeal the provisions of the unilateral administrative order in accordance with applicable law. If Nor-Lake submits a request for an amendment, the Department agrees to respond to such request on a timely basis, not to exceed thirty (30) days, and to engage in discussions with Nor-Lake designed to expeditiously resolve any open issues between the parties.

#### TERMINATION AND SATISFACTION

The provisions of this Agreement shall be deemed satisfied and this Agreement shall terminate upon receipt by Nor-Lake of written notice from the Department that Nor-Lake has performed all work as described in the Work to be Performed Section, including any modified or additional work or amendments, in accordance with applicable law, and has paid all applicable fees listed in ch. NR 749, Wis. Adm. Code. Upon such demonstration by Nor-Lake, said written notice shall not be unreasonably withheld or delayed by the Department.

#### COVENANT NOT TO SUE

Except as otherwise provided herein, from the effective date of this Agreement, for as long as the terms herein are complied with, and upon or after termination of this Agreement pursuant to the provisions of the Termination and Satisfaction Section, the Department covenants not to sue Nor-Lake regarding work satisfactorily performed by Nor-Lake hereunder. Work shall be deemed to have been satisfactorily performed if it was performed in accordance with the terms of this Agreement.

### WAIVER

Nor-Lake hereby waives notice and its statutory right to demand a hearing before the Department of Natural Resources regarding the requirements of this Agreement under §227.42, Wis. Stats., or under any other provision of law, and waives its right to challenge this Agreement in circuit court under §§227.52 and 227.53, Wis. Stats. or any other provision of law, except that, in any proceeding initiated by the Department to enforce the terms of this Agreement, Nor-Lake may defend on the basis that the Department's resolution of Department Resolved Matters was arbitrary and capricious, in addition to any other defenses that are available under this Agreement or applicable law.

### RESERVATION OF RIGHTS

The parties to this Agreement reserve all rights, claims and defenses that they may have in connection with or arising out of any matters not covered by this Agreement. This includes, inter alia, claims for contribution under applicable law against responsible parties that are not a party to this Agreement for costs incurred by Nor-Lake for matters covered by this Agreement, reservation of rights, claims and defenses arising out of any subsequent investigative or remedial work to be performed, which work is not covered by the terms of this Agreement.

The parties, whose signatures appear below, or on separate signature pages, hereby agree to the terms of this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized by the Department or the Nor-Lake, as the case may be, to execute and legally bind the respective parties to the terms of this Agreement.

### EFFECT ON PRIOR ORDERS AND STIPULATIONS

This Agreement replaces all prior Consent Orders issued to Nor-Lake by DNR and all prior Stipulations and Orders for Judgment between DNR and Nor-Lake entered in St. Croix Circuit Court and is the controlling Agreement between the parties. Upon the Effective Date of this Agreement, DNR Consent Order WD-92-01 (effective June 4, 1992) and Amended Stipulation and Order for Amended Judgment entered in St. Croix County Circuit Court on January 11, 2000 in *Nor-Lake, Inc. v. Wisconsin Department of Natural Resources* (Case No. 94-CV-479) (2000 Stipulation and Order for Judgment) are no longer in effect. The parties agree to notify the St. Croix County Circuit Court that the 2000 Stipulation and Order for Judgment is deemed satisfied and has been replaced by this Agreement, so that the Circuit Court no longer has continuing jurisdiction over the matter.

### NO ADMISSION OF LIABILITY

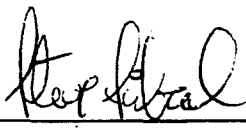
This Agreement shall not constitute or be used as evidence of any admission of liability, responsibility or waiver of any right or defense by Nor-Lake except as expressly set forth herein. Nor-Lake does not admit to any fact or to any liability under, or violation of federal, state or local law and no part of this Agreement shall constitute or be interpreted as any such admission. This Agreement (and any action taken pursuant to this Agreement) may not be offered or received in evidence in any action or proceeding as an admission of fault, liability or responsibility by any party.

NOR-LAKE INC.

By: Charles Dullea  
Printed Name: CHARLES DULLEA  
Title: PRESIDENT

12-12-08  
Date

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

By: 

Printed Name: Steven L. Sisbach  
Title: Chief, Environmental Enforcement & Emergency  
Management, Bureau of Law Enforcement

12-23-08

Date

**TABLE 1**  
**ROUTINE MONITORING WELL SAMPLING**  
**Ground Water Monitoring Well Sampling**

SAMPLE PT. I.D.	SAMPLE FREQUENCY	MONTHS OF SAMPLING	PARAMETER
MW-1	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-2	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-3	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-4	QUARTERLY	MAR/JUNE/SEPT/DEC	VOC/WATER LEVEL, INORGANICS**
MW-5S	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-5D	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-6	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-7	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-9	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-10	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-11	QUARTERLY	MAR/JUNE/SEPT/DEC	VOC/WATER LEVEL, INORGANICS**
MW-12	QUARTERLY	MAR/JUNE/SEPT/DEC	VOC/WATER LEVEL, INORGANICS**
MW-13	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-14	ANNUALLY	JUNE	VOC/WATER LEVEL
MW-15	ANNUALLY	JUNE	VOC/WATER LEVEL
MW-16	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-17	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-18	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-19	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-50S	ANNUALLY	JUNE	VOC/WATER LEVEL
MW-50D	ANNUALLY	JUNE	VOC/WATER LEVEL
MW-51	ANNUALLY	JUNE	VOC/WATER LEVEL
MW-52	ANNUALLY	JUNE	VOC/WATER LEVEL
MW-53	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-54	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-55S	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-55D	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-57S	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
MW-57D	SEMI-ANNUALLY	JUNE/DEC	VOC/WATER LEVEL
SOUTH PLANT WELL	ANNUALLY	JUNE	VOC
EAST PLANT WELL	ANNUALLY	JUNE	VOC

\*\* = Inorganic parameters includes pH, total dissolved solids, dissolved alkalinity and total hardness.

**Recovery Well Sampling\***

SAMPLE PT. I.D.	SAMPLE FREQUENCY	MONTHS OF SAMPLING	PARAMETER
RW-1	QUARTERLY	MAR/JUNE/SEPT/DEC	VOC/FLOW READING
RW-2	QUARTERLY	MAR/JUNE/SEPT/DEC	VOC/FLOW READING
Combined Influent	QUARTERLY	MAR/JUNE/SEPT/DEC	VOC
Combined Outfall	QUARTERLY	MAR/JUNE/SEPT/DEC	VOC
RW-3		Abandoned	

\* As listed in the WPDES Permit

**Soil Vapor Extraction Sampling**

SAMPLE PT. I.D.	SAMPLE FREQUENCY	MONTHS OF SAMPLING	PARAMETER
SVE Well Heads	QUARTERLY	MAR/JUNE/SEPT/DEC	Field Reading
Qualitative Sampling	ANNUALLY	JUNE	TO-14
SVE Well Heads	MONTHLY	JANUARY - DECEMBER	Adjustment to cycle individual SVE wells



TABLE 2  
PRIVATE WATER SUPPLY WELL SAMPLING

LOCATION	MONITORING FREQUENCY
937 Becky Circle	A *
938 Becky Circle	A *
940 Becky Circle	A *
941 Becky Circle	A *
942 Becky Circle **	SA/A
907 Benjamin Lane	A
914 Benjamin Lane	A
362 Brookwood Drive	A *
365 Brookwood Drive	NS
366 Brookwood Drive	NS
367 Brookwood Drive	NS
398 Brookwood Drive	NS
402 Brookwood Drive	NS
405 Brookwood Drive	NS
406 Brookwood Drive	NS
409 Brookwood Drive	NS
410 Brookwood Drive	NS
413 Brookwood Drive	NS
414 Brookwood Drive	NS
416 Brookwood Drive	NS
419 Brookwood Drive	NS
423 Brookwood Drive	NS
424 Brookwood Drive	NS
429 Brookwood Drive	NS
430 Brookwood Drive	NS
433 Brookwood Drive	NS
434 Brookwood Drive	NS
436 Brookwood Drive	A *
437 Brookwood Drive **	SA/A
443 Brookwood Drive	NS
447 Brookwood Drive	A *
449 Brookwood Drive	A *
451 Brookwood Drive	NS
453 Brookwood Drive	NS
454 Brookwood Drive	NS
468 Brookwood Drive	NS
469 Brookwood Drive	A *
470 Brookwood Drive	A *
471 Brookwood Drive **	SA/A
930 Carter Circle	NS
933 Carter Circle	A *
934 Carter Circle	NS
935 Carter Circle	A *
936 Carter Circle	A *
937 Carter Circle	A *
923 Clover Leaf Circle	NS
491 County Road A	NS
494 County Road A	NS
499 County Road A	NS
511 County Road A	NS

TABLE 2  
PRIVATE WATER SUPPLY WELL SAMPLING

LOCATION	MONITORING FREQUENCY
514 County Road A	A *
520 County Road A	A *
526 County Road A	A
530 County Road A	NS
549/551 County Road A	A
554 County Road A	A
558 County Road A	NS
573 County Road A	A
576 County Road A	A
580 County Road A	A
581 County Road A	A
586 County Road A	A
587 County Road A	A
596 County Road A	A
948/950 County Road A	NS
874 County Road U	NS
876 County Road U **	SA/A
886 County Road U	NS
891 County Road U (NorLake)	A
904 Daily Road	NS
905 Daily Road	NS
917A Daily Road	NS
917B Daily Road	NS
939 Daily Road	A
943 Daily Road	A
947 Daily Road	A
956 Daily Road	A
960 Daily Road	A
961 Daily Road	A
966 Daily Road	A
967 Daily Road	A
970 Daily Road	A
973 Daily Road	A
974 Daily Road	A
427 Green Mill Lane	A
434 Green Mill Lane	A
441 Green Mill Lane	A
445 Green Mill Lane	A
447 Green Mill Lane	A
451 Green Mill Lane	A
452 Green Mill Lane	A
455 Green Mill Lane	A
457 Green Mill Lane	A
458 Green Mill Lane	A
461 Green Mill Lane	A
462 Green Mill Lane	A
466 Green Mill Lane	A
470 Green Mill Lane	A
473 Green Mill Lane	A
474 Green Mill Lane	NS



TABLE 2  
PRIVATE WATER SUPPLY WELL SAMPLING

LOCATION	MONITORING FREQUENCY
480 Green Mill Lane	A
484 Green Mill Lane	A
492 Green Mill Lane	A
502 Green Mill Lane	A
503 Green Mill Lane	A
506 Green Mill Lane	A
510 Green Mill Lane	A
514 Green Mill Lane	A
518 Green Mill Lane	A
519 Green Mill Lane	A
606/612 Highway 12	A *
854 Highway 12	NS
455 Jensen Lane	A *
457 Jensen Lane	NS
459 Jensen Lane	A *
461 Jensen Lane	NS
463 Jensen Lane **	SA/A
465 Jensen Lane	NS
458 McCutcheon Lane	A
459 McCutcheon Lane	A
460 McCutcheon Lane	A *
462 McCutcheon Lane	A *
460 McCutcheon Road **	SA/A
464 McCutcheon Road	A *
467 McCutcheon Road	A
471 McCutcheon Road	A
472 McCutcheon Road	A
473 McCutcheon Road	A
481 McCutcheon Road	A
484 McCutcheon Road	A
491 McCutcheon Road	A
505 McCutcheon Road	A
509 McCutcheon Road	A *
513 McCutcheon Road	A *
517 McCutcheon Road	A
521 McCutcheon Road **	SA/A
921A Meadowood Lane	NS
921B Meadowood Lane	A *
922 Meadowood Lane	A *
925 Meadowood Lane **	SA/A
928 Meadowood Lane	A *
929 Meadowood Lane	A *
933 Meadowood Lane	A
937 Meadowood Lane	A
940 Meadowood Lane	A
941 Meadowood Lane	A
944 Meadowood Lane	A
945 Meadowood Lane	A
948 Meadowood Lane	A
949 Meadowood Lane	A

TABLE 2  
PRIVATE WATER SUPPLY WELL SAMPLING

LOCATION	MONITORING FREQUENCY
952 Meadowood Lane	A
939 Mike Circle	NS
940 Mike Circle	A *
942 Mike Circle	A *
970 Nord Lane	NS
972 Nord Lane	NS
444 Overlook Pass	NS
446 Overlook Pass	NS
448 Overlook Pass	NS
450 Overlook Pass	NS
452 Overlook Pass	NS
453 Overlook Pass	NS
454 Overlook Pass	NS
455 Overlook Pass	NS
456 Overlook Pass	NS
457 Overlook Pass	NS
458 Overlook Pass	NS
460 Overlook Pass	NS
461 Overlook Pass	NS
491 Park Lane **	SA/A
494 Park Lane	NS
495 Park Lane	NS
498 Park Lane **	SA/A
499 Park Lane	A
959 Priester Lane**	SA/A
966 Priester Lane	A
970 Priester Lane	A
973 Priester Lane	NS
974 Priester Lane	A
980 Priester Lane	A
981 Priester Lane	A
984 Priester Lane **	SA/A
989 Priester Lane	NS
575 Schommer Drive	A
580 Schommer Drive	
588 Schommer Drive	A
589 Schommer Drive	NS
593 Schommer Drive	A
596 Schommer Drive	A
597 Schommer Drive	NS
978 Sherman Lane	A
981 Sherman Lane	A *
982 Sherman Lane	NS
984 Sherman Lane	NS
985 Sherman Lane	NS
898 Sherman Road	NS
904 Sherman Road	NS
928 Sherman Road	NS
929 Sherman Road **	SA/A
930 Sherman Road	A *

TABLE 2  
PRIVATE WATER SUPPLY WELL SAMPLING

LOCATION	MONITORING FREQUENCY
931 Sherman Road	NS
935 Sherman Road	A *
941 Sherman Road **	SA/A
942 Sherman Road	A *
945 Sherman Road	A *
947 Sherman Road	A
959 Sherman Road	A
962 Sherman Road	A
965 Sherman Road	A
967 Sherman Road	A
948 Troutbrook Road	
950 Troutbrook Road	NS
951 Troutbrook Road	A *
955 Troutbrook Road	A *
957 Troutbrook Road	NS
958 Troutbrook Road	A *
961 Troutbrook Road	A
962 Troutbrook Road	A
963 Troutbrook Road	A
964 Troutbrook Road	A
965 Troutbrook Road	A
967 Troutbrook Road	A *
977 Troutbrook Road	NS
978 Troutbrook Road	NS
450 Virtue Road	NS
451 Virtue Road	NS
912 Waxon Lane	A
913A Waxon Lane	A
919 Waxon Lane	A
925 Waxon Lane	A
926 Waxon Lane	A
930 Waxon Lane	A
931 Waxon Lane	A
934 Waxon Lane	A
935 Waxon Lane	A
938 Waxon Lane	A
939 Waxon Lane	A
942 Waxon Lane	A
943 Waxon Lane **	SA/A
946 Waxon Lane	A *
947 Waxon Lane	A *
948 Waxon Lane	A *
949 Waxon Lane	NS
950 Waxon Lane	NS
903 Wert Road	NS
911 Wert Road	NS
928 Wert Road	NS
930 Wert Road	NS
932 Wert Road	NS
933 Wert Road **	SA/A

TABLE 2  
PRIVATE WATER SUPPLY WELL SAMPLING

LOCATION	MONITORING FREQUENCY
934 Wert Road	NS
937 Wert Road	A *
938 Wert Road	NS
939 Wert Road	A *
940 Wert Road	A *
941 Wert Road	A *
944 Wert Road	A *
945 Wert Road	A
948 Wert Road	A
960 Wert Road	A
962 Wert Road	A
963 Wert Road	NS
964 Wert Road	A
966 Wert Road	A
967 Wert Road	A
971 Wert Road	A
974 Wert Road	A
975 Wert Road	A
978 Wert Road	A
979 Wert Road	A
984 Wert Road	A

**NOTES:**

\*: Filter removed, annual sampling for 2-years, no sampling thereafter

\*\*: Sentry well with available, completed well construction report.

Q: Quarterly sampling of wells with a detection below a PAL for at least one year.

SA: Semi-annual sampling.

SA/A: Semi-annual sampling for two years, then annual sampling.

A: Annual sampling of clean wells along a well defined boundary to ensure continued safe drinking water.

BI: Biennial sampling of clean wells (once every 2 years)

NS: No sampling

**Contaminants of concern:** Dichlorodifluoromethane, tetrachloroethene, trans 1,2-dichloroethene, 1,1,1-trichloroethane, 1,1-dichloroethene, 1,2-dichloroethane, 1,1,2-trichloroethane, trichloroethene, 1,1-dichloroethane, cis 1,2-dichloroethene, trichlorofluoromethane, chloroethane, vinyl chloride

**NC- Residence not constructed at time of 2000 Stipulated Agreement**

**All New wells shall be sampled within 30 days of installation and connection to house plumbing**

**TABLE 3a**  
**WATER SUPPLY TREATMENT**  
**Filter Systems to be Removed and TCE Concentrations**

**Current TCE Concentrations Below PAL**

TCE Concentrations													Address	
1985	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007		
0.2	0.64				0	0.47		0.19	0.28	0.35	0.34		937	Becky Circle
	0	0.3	0			0.43	0	0	0	0	0.28	0.17	938	Becky Circle
0.23	0.23	0.41		0		0.28	0.21	0			0.34		940	Becky Circle
0.67								0.22	0.16	0.34	0.35	0.44	942	Becky Circle
	0.49				0	0.45	0	0.32	0.38	0	0.42		362	Brookwood Dr.
0.16	0		0.29			0.26		0.14	0.21	0	0.31	0.32	437	Brookwood Dr.
0.5		0	0		0	0.48	0.21	0.25	0.22	0	0.25	0	447	Brookwood Dr.
0	0.48	0			0			0.22	0	0	0.26	0.39	449	Brookwood Dr.
0.17	0		0.33				0	0.25	0	0	0.19	0.23	469	Brookwood Dr.
		0.21			0		0	0			0	0	470	Brookwood Dr.
0.22	0.7		0	0		0.14	0.17	0	0	0.5	0.32	0.27	514	Cnty Rd "A"
0.24	0.68	0.29	0	0.16	0		0.2	0	0.38		0.26	0.26	520	Cnty Rd "A"
	0.15	0.7	0			0.23	0.22	0.2	0.27	0.33	0.26		933	Carter Circle
		0.48	0.39			0.37	0.23	0	0.2	0	0.41	0.46	936	Carter Circle
	0.31		0.3	0.41		0.42	0.36	0	0.25	0.44	0.36	0.47	937	Carter Circle
	0.42	0.54	0			0	0	0	0.19	0	0.26	0.26	455	Jensen Lane
0.52		0.21		0		0	0	0	0.25		0.31	0.16	459	Jensen Lane
0.44	0	0			0	0				0.5	0.34	0	464	McCutcheon Rd.
										0.5	0.43	0.34	921B	Meadowood Ln.
										0.42	0.33	0.33	922	Meadowood Ln.
					0	0.28		0.44		0	0.41	0.34	925	Meadowood Ln.
0.15	0.65	0.34	0.29	0.3	0		0.19	0	0.29	0.38	0.26	0.33	940	Mike Circle
					0.22	0	0	0.39	0.42	0.68	0.34	0	498	Park Ln.
0.67	0.31		0.22	0.32	0		0.33	0.3	0.24	0.35	0.39	0.33	959	Priester Lane
	0.17		0.26			0.18		0	0.3	0	0.26	0.32	929	Sherman Rd.
	0.53				0	0.36		0	0.16	0	0.29		930	Sherman Rd.
0.71				0.14		0	0.52	0	0	0.28	0.25	0.27	935	Sherman Rd.
		0.25	0.16	0.2	0		0.23	0	0	0.32	0	0	951	Trout Brook Rd.
0.7		0.16	0.23		0.19		0.58	0.23	0.23	0	0.32		955	Trout Brook Rd.
0.31	0.76				0.32			0.22	0.42	0	0.41	0.46	958	Trout Brook Rd.
				0.21	0		0.17	0.27		0	0.36	0.37	947	Waxon Ln.
	0.16	0.23	0		0		0.23	0		0	0.34	0	933	Wert Rd.
0	0				0		0.3	0.2	0	0	0.34		937	Wert Rd.
0.29	0.78	0.5		0.42	0.18	0	0.29	0		0	0.37	0	939	Wert Rd.
0.09	0.53		0		0	0.25	0.23	0	0.23	0	0.31	0	940	Wert Rd.
		0.26	0.28		0.16		0.21	0.28	0.26	0	0.28	0	941	Wert Rd.



**TABLE 3b**  
**WATER SUPPLY TREATMENT**  
**Filter Systems to be Removed and TCE Concentrations**

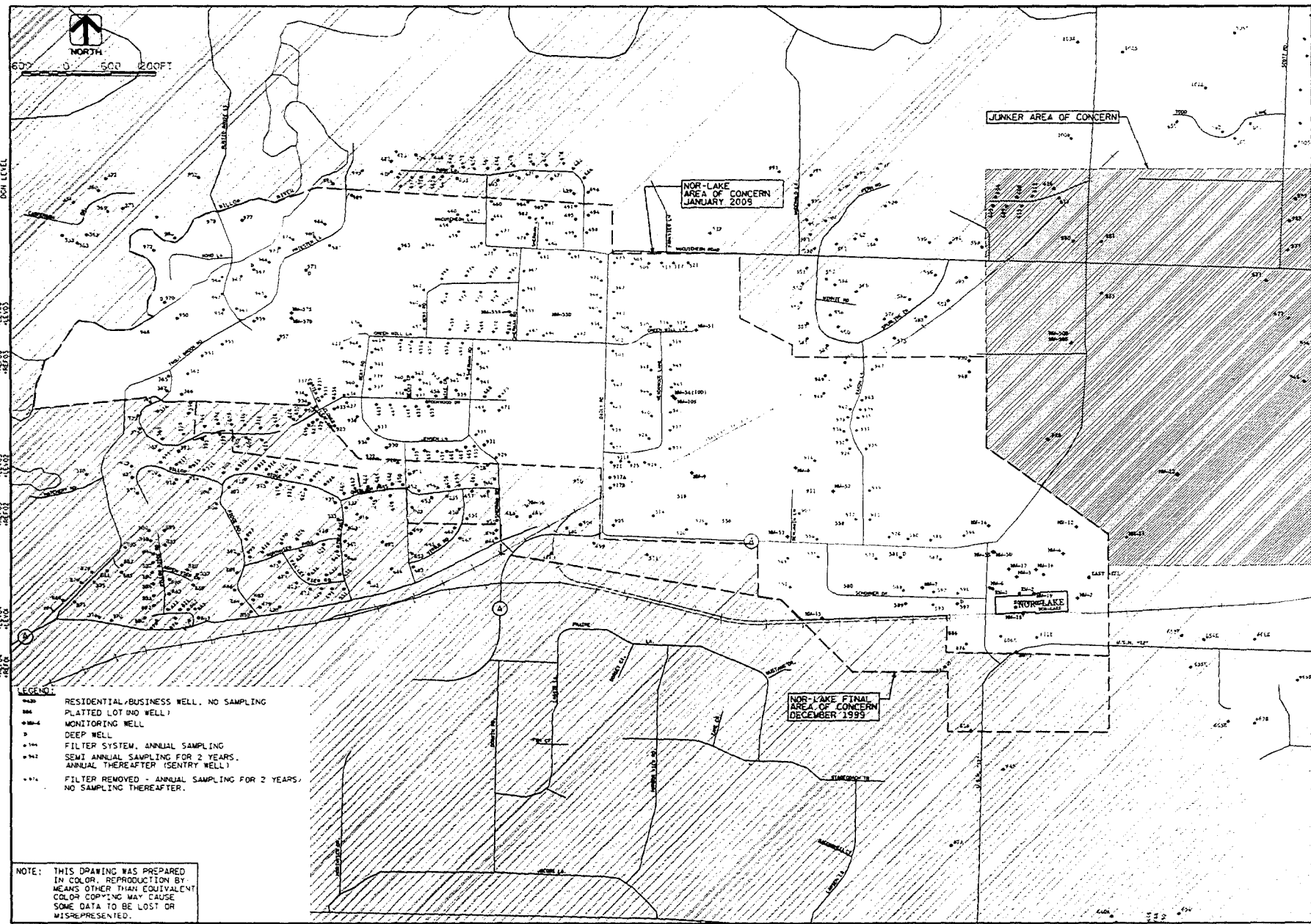
**Last 4-rounds Average TCE Concentrations Below PAL**

TCE Concentrations													Address	
1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007		
0.24	0.69		0.29	0.37	0.15	0.49	0.56	0.54	0.23	0	0.36	0	941	Becky Circle
		0.79	0.53	0.31			0.5	0.3		0.55	0.4	0.47	935	Carter Circle
			0.35		0.22	0.63	0.63	0.26	0.32	0.34	0	0	606	Hwy. 12
			0.35		0.22	0.63	0.63	0.26	0.32	0.34	0	0	612	Hwy. 12
0					0.42	0.17		0.35	0.43	0.51	0.37	0.48	460	McCutcheon Ln.
0.066	0	0			0.42		0.29	0.46	0.69		0.43	0.38	462	McCutcheon Ln.
						0.32		0.5	0.27		0.61	0.57	509	McCutcheon Rd.
						0.35					0.51	0.51	513	McCutcheon Rd.
				0.21	0.62	0.32		0	0	0.62	0.53	0.37	928	Meadowood Ln.
					0.35	0.3	0.29	0.45	0	0.51	0.29	0.29	929	Meadowood Ln.
0.22	0.63	0.4	0.32		0.29	0.25	0.32	0.34	0.64	0	0.35	0.35	942	Mike Circle
					0.3		0.21	0.36	0.37	0.62	0.53	0.46	981	Sherman Ln.
	0.81	0.51	0.44		0.25		0.39	0	0.28	0.52			941	Sherman Rd.
0.37	0.81	0.73		0.63	0.31		0.18	0	0.29	0	0.35	0.35	942	Sherman Rd.
		0.93	0.72	0.49	0.56	0.63	0.64	0.5	0.48	0.46	0.58		945	Sherman Rd.
					0.3		0.21	0.36	0.37	0.62	0.53	0.46	981	Sherman Ln.
0		0.21			0	0.25		0.36	0.25		0.54	0.46	967	Trout Brook Rd.
0.87			0.16	0.24	0.22		0.32	0	0.43	0.65	0.52	0.22	931	Waxon Ln.
		0			0.4	0.24	0.32	0.4	0.46	0.46	0.53	0.48	943	Waxon Ln.
				0.15		0.24	0.17	0.36		0.64	0.41	0.36	946	Waxon Ln.
			0.3		0		0.4	0.42		0.58	0.55	0.49	948	Waxon Ln.
0.51	0.55	0.89	0.55	0.53	0.29		0.43	0.46	0.46	0	0.5	0.41	944	Wert Rd.





FINDOT 6-101  
 60 DATE  
 6012 FURNURE AKE 008800.000 5'x10'x10'  
 000N LEVEL



NOR-LAKE AREA OF CONCERN SAMPLING REGIME JANUARY 2009	K:\WASTE\NORLAKE\10118800.DWG 010 SMALL.DGN
NOR-LAKE, INC. HUDSON, WISCONSIN	CALL 262-370-0101 ENG. BY: L.A. ROSENBERG DATE: DEC 2008 <b>AVRES ASSOCIATES</b>
<b>FIGURE</b> 1	

