



December 8, 2011

Mayor Keith Bosman  
City of Kenosha  
625 52<sup>nd</sup> Street, Room 300  
Kenosha, WI 53140

BRRTS#: 02-30-000327  
02-30-001147  
02-30-108645  
02-30-287532  
03-30-000625  
03-30-261138

Subject: Clarification of the Local Governmental Unit Liability Exemption for Potential Acquisition of the Former Chrysler Kenosha Engine Plant, and Satellite Properties, Kenosha, Wisconsin

Dear Mayor Bosman:

**Purpose**

The purpose of this letter is to provide you with clarifications as to the city of Kenosha's (the "City") questions concerning potential environmental liabilities under state law at the Former Chrysler Kenosha Engine Plant ("KEP" or the "Property"). The City's request is contained in Attachment A. The parcels comprising KEP, including the satellite parcels, are listed in Attachment B and detailed on the map in Attachment C.

**Request**

The City of Kenosha has requested written clarification as to its environmental liabilities under state laws, from the Department of Natural Resources (the "Department") pursuant to s. 292.11(9)(e), Wis. Stats. This letter responds to the City's request, dated February 11, 2011, for liability clarifications with respect to state environmental laws, concerning the Property. The City requested that the Department not finalize this letter until the Bankruptcy Court Abandonment Agreement order (the "Order") could be finalized for the Property. The Department has received the appropriate review fee as required by ch. 749, Wis. Adm. Code.

The City has asked for the Department's clarification regarding the following items:

1. Does the City qualify as a Local Governmental Unit ("LGU") for the Property?
2. Does the City's proposed method of acquiring the Property qualify for the state LGU liability exemption?
3. Will the City qualify as a Bona Fide Prospective Purchaser of the Property, and be exempt from liability under CERCLA?
4. Will the City be exempt from liability under Wisconsin's hazardous waste laws and the federal Resource Conservation and Recovery Act (RCRA)?
5. Will the Department act in accordance with the "One Cleanup Program Memorandum of Agreement", entered into by the Department and the United States Environmental Protection Agency?

The Department's answers to the City's questions are provided in the "Liability Determinations" section of this letter.

### **Documents Reviewed**

The Department reviewed the following specific documents for the Property:

1. Technical Assistance and Environmental Liability Clarification Request, dated February 11, 2011;
2. Attachments to item 1 above;
3. Remediation and Redevelopment Program's case files for BRRTS #s 02-30-000327, 02-30-001147, 02-30-108645, 02-30-287532, 03-30-000625 and 03-30-261138;
4. May 11, 2011 Phase 1 Environmental Site Assessment;
5. Old Carco LLC bankruptcy confirmation plan; and
6. The Stipulation and Order for Abandonment entered on October 28, 2011 by the U.S. Bankruptcy Court for the Southern District of New York (the "Abandonment Order").

### **Background**

The Property is comprised of approximately 106 acres in the heart of Kenosha. Approximately 50 acres of those 106 are covered by buildings. Approximately 3,700 residential-related properties - of which 2,400 are single family homes - and eight schools are located within one-half mile of the Property.

The Property has a long history of automobile manufacturing and assembly, and as a result, has known hazardous substance and petroleum releases. Numerous hazardous substance discharges have occurred and continue to occur on the Property, due to contaminated soil, groundwater, utility corridors, and uncertainty if all hazardous substances utilized in the manufacturing operations have been properly removed from the Property.

These discharges were caused by historic manufacturing operations and other automotive-related operations at the Property. At least six BRRTS cases have been assigned to the Property to address known releases. The Department has documented releases of petroleum volatile organic compounds (PVOCs), chlorinated VOCs, polycyclic aromatic hydrocarbons (PAHs), RCRA metals including lead and chromium, and polychlorinated biphenyls (PCBs) at the Property.

The Property is currently owned by the Old Carco Liquidation Trust (the "Trust"), as a result of the Old Carco LLC (f/k/a Chrysler LLC) bankruptcy settlement. The Trust is actively marketing the Property for sale. If the Trust is unable to sell the Property, the Property could be "abandoned" in accordance with the Abandonment Order.

Under the terms of the Abandonment Order, the City has the option to take title to KEP after certain conditions are fulfilled. The City could accept title to ensure that any future redevelopment of the Property would be in the best interests of the residents of the City. If the Trust meets the conditions of the Abandonment Order, abandons the Property and the City takes title to KEP pursuant to the terms of the Abandonment Order, title to KEP would be conveyed to the City by virtue of an order from the bankruptcy court. The City could also acquire title by virtue of the state's slum and blight proceedings under ch 66, or through condemnation, under ch. 32, Wis. Stats. The acquisition of a property through (1) an order of a bankruptcy court, (2) for purpose of slum clearance or blight elimination under state

law, or (3) condemnation under ch 32, Wis. Stats. all would qualify for the local governmental unit liability exemption in the state Spill Law, s. 292.11(9)(e), Wis. Stats.

Under the City's proposed acquisition of KEP as outlined above, the City may assert a federal CERCLA liability defense, as a Bona Fide Prospective Purchaser (BFPP). The City has performed a Phase 1 Environmental Site Assessment of the Property under the All Appropriate Inquiries (AAI) regulations pursuant to ASTM E-1527-05 and 40 CFR Part 312. The City could assert that taking title to KEP by virtue of "abandonment" is an "involuntary acquisition" under Section 101(20)(D) of CERCLA, 42 U.S.C. §9601(20)(D). In the event the City asserts the BFPP defense, the City has also committed its willingness to continue to comply with any continuing obligations at KEP, as required by the CERCLA BFPP defense. The city would need to update its Phase I site assessment report, evaluate the availability of funds to carry out continuing obligations, and meet all appropriate statutory provisions, under these circumstances.

### **Liability Determinations**

The City has asked if the Kenosha Engine Plant Property would qualify it for the LGU exemption under s. 292.11(9)(e)1m.a, Wis.Stats. In particular, the City is requesting clarification that if it accepts title to KEP under the Abandonment Order, or by any of the other acquisition methods listed in s. 292.11(9)(e)1m.a, Wis. Stats, the City will not incur state Spill Law liability for the investigation and clean up of KEP, if it meets the other provisions of the statute.

In response, it should be noted that s. 292.11 (9)(e)1m, Wis. Stats, was created to exempt LGUs from liability for any hazardous substance discharges that the LGU did not cause, if a property is acquired by an LGU through one of the eight methods listed in the statute. Under this exemption an LGU is not required to investigate or clean up properties under the requirements of ss. 292.11(3), (4) and (7)(b) and (c), Wis. Stats., if the LGU takes title to the properties through one of the prescribed methods, and meets the other provisions of the statute.

Therefore, regardless of whether the City of Kenosha acquires the KEP through the Abandonment Order, or through one of the other acquisition methods specified in s. 292.11(9)(e)1m, Wis. Stats, the City would be exempt from the investigation and clean up of the Property if it meets the other conditions of the statute.

The Department provides the following environmental clarifications and assurances to the city of Kenosha concerning its proposed method of acquiring the Property, and the intended reuse plans. Answers to several City questions are also provided.

### **Does the City qualify as a LGU for the Property?**

Yes. The definition of a "local governmental unit" in s. 292.11(9)(e)(1), Wis. Stats., is "a municipality, a redevelopment authority created under s. 66.1333, a public body designated by a municipality under s. 66.1337(4), a community development authority or a housing authority." The City of Kenosha qualifies as a LGU under this definition.

**Does the City's proposed method of acquiring the Property qualify for the LGU liability exemption?**

Yes. In order to qualify for the LGU liability exemption, the LGU must acquire the Property through one of the methods listed in 292.11(9)(e)1m., Wis. Stats. If the City acquires the Property as a result of an abandonment order of the bankruptcy court, it is eligible for the exemption. Section 292.11(9)(e)(1m)(a), Wis. Stats., states that an LGU qualifies for the LGU liability exemption if "the local governmental unit acquired the property through tax delinquency proceedings or as the result of an order by a bankruptcy court." However, as previously noted, acquisition by any of the methods listed in s. 292.11(9)(e), Wis. Stats., would qualify the City for the state Spill Law exemption.

Based on the information the City provided to the Department, the Department has determined that if the City acquires the Property, either through an order of the bankruptcy court or any other eligible method, it will have met the conditions of s. 292.11(9)(e)(1m)(a), Wis. Stats., and will be exempt from ss. 292.11(3), (4) and (7) (b) and (c), Wis. Stats., including the responsibilities to investigate and clean up hazardous substances previously discharged at the Property. The City will be required to follow all other pertinent provisions of s. 292.11(9)(e), Wis. Stats., in order to protect and maintain its LGU liability exemption.

The liability exemption protects a LGU unless a discharge is caused by an action taken by the LGU, or by failure of the LGU to take "limited actions" to prevent further spills, or to prevent making an existing discharge worse. Therefore, upon taking title to a property, a LGU is responsible for a discharge that occurs due to the LGU failing to do one or more of the following, as specified in s. 292.11(9)(e), Wis. Stats:

- sampling and analyzing unidentified substances in containers stored above ground on the Property;
- removing and disposing, or properly storing, any hazardous substances in above ground containers that are leaking or likely to leak;
- restricting access to the Property to minimize costs or damages that may result from unauthorized persons entering the Property; and
- reporting any identified discharges of hazardous substances on the Property to the Department immediately.

The Department will not hold the City of Kenosha responsible under the Spill Law (s. 292.11(9)(e), Wis. Stats.) for the investigation or cleanup of the Property it acquires, if the following requirements are satisfied:

- The City's proposed method of acquisition of the Property is carried out as described in this letter.
- The discharge of a hazardous substance was neither caused nor worsened by an action taken by the City, nor by a failure of the City to act.
- The City immediately notifies the Department of any discharges of hazardous substances which it becomes aware of on the Property.
- The City agrees that any waste materials or contaminated environmental media generated at the Property will be managed in accordance with applicable federal and state laws.

- If the City is undertaking the demolition of structures, ensure that it will be done in compliance with state and federal laws, including the Department's asbestos requirements. The Department's "Pre-Demolition Environmental Checklist" (WA-651) should be consulted before any demolition work on buildings is commenced. The checklist can be found on the Department's website at: [dnr.wi.gov/org/aw/wm/publications/aneupub/WA651.pdf](http://dnr.wi.gov/org/aw/wm/publications/aneupub/WA651.pdf).
- If the City uses or develops the Property during ownership of the Property, the City agrees to take any action the Department determines is necessary to reduce to acceptable levels any substantial threat to public health or safety when the Property is developed or put to its intended use. This is applicable if the City elects not to clean up the site in accordance with Chapter 292, Stats, and the ch. NR 700 administrative rule series. The City should discuss any proposed site improvements with the Department's Remediation and Redevelopment (RR) Program before proceeding with any environmental responses or redevelopment activities.
- The City agrees to allow the Department, authorized representatives of the Department, any party that possessed or controlled the hazardous substance or caused the discharge of the hazardous substance, and any consultant or contractor of such a party, to enter the Property to take action to respond to the discharge.
- The City understands that the LGU exemption will continue throughout the City's ownership of the Property, and beyond through statutory civil immunity provisions (s. 292.26, Wis. Stats.), but is not transferable from the City to future owners of the Property, except to other eligible LGUs.

While the City will have the protections of the state's LGU exemption, if the City plans to sell the Property to a developer, the new owner could become a Responsible Party (RP) for the Property for any contamination that has not been adequately addressed under the ch. NR 700 rule series. Either the City or the developer could conduct the necessary work. Further, all environmental response actions will need to be done in compliance with state and federal laws, even if the actions are voluntary on the part of the City.

**Will the City qualify as a Bona Fide Prospective Purchaser of the Property or Municipal Involuntary Acquisition exemption, and be exempt from liability under CERCLA?**

The Department understands that the City may assert a federal, CERCLA liability defense as a Bona Fide Prospective Purchaser (BFPP) for the Property. The City has completed a Phase 1 Environmental Site Assessment of the Property under the All Appropriate Inquiries (AAI) regulations pursuant to ASTM E-1527-05 and 40 CFR Part 312. In order to do so, the City would need to update its Phase I site assessment report per EPA guidelines, evaluate the availability of funds to carry out continuing obligations, and meet all appropriate statutory provisions, under these circumstances. It is our understanding that the City believes that its actions will meet the requirements of AAI and BFPP.

As you know, the federal law (CERCLA) provides certain protections for purchasers of property that perform certain types of due diligence, known as bona fide prospective purchaser provisions and all appropriate inquiry standards. The provisions provide protection from CERCLA liability (including a third-party defense), and limit EPA's recourse for unrecovered response costs to a lien on property for the increase in fair market value attributable to EPA's response action. To meet the statutory requirements for a bona fide prospective purchaser, a person must meet the requirements set forth in CERCLA Section 101(40).

A bona fide prospective purchaser (BFPP) must have bought property after January 11, 2002 (the date of enactment of the Brownfields Amendments). A bona fide prospective purchaser may purchase property with knowledge of contamination after performing all appropriate inquiries (40 CFR Part 312) into ownership and uses of the property, provided the property owner meets or complies with all of the other statutory requirements set forth in CERCLA Section 101(40). Conducting all appropriate inquiries alone does not provide a landowner with protection against CERCLA liability.

Prospective landowners who want to qualify as bona fide prospective purchasers must comply with all of the statutory requirements. The statutory requirements include, but are not limited to, that the landowner must:

- have acquired a property *after* all disposal activities involving hazardous substances at the property;
- provide all legally required notices with respect to the discovery or release of any hazardous substances at the property;
- exercise appropriate care by taking reasonable steps to stop continuing releases, prevent any threatened future release, and prevent or limit human, environmental, or natural resources exposure to any previously released hazardous substance;
- provide full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restorations;
- comply with land use restrictions established or relied on in connection with a response action;
- not impede the effectiveness or integrity of any institutional controls;
- comply with any CERCLA request for information or administrative subpoena; and
- not be potentially liable, or affiliated with any other person who is potentially liable, for response costs for addressing releases at the property.

Persons claiming to be bona fide prospective purchasers should keep in mind that failure to identify an environmental condition or identify a release or threatened release of a hazardous substance on, at, in or to a property during the conduct of all appropriate inquiries does not relieve a landowner from complying with the other post-acquisition statutory requirements for obtaining the liability protections. Landowners must comply with all the statutory requirements to obtain the liability protection. For example, an inability to identify a release or threatened release during the conduct of all appropriate inquiries does not negate the landowner's responsibilities under the statute to take reasonable steps to stop a release, prevent a threatened release, and prevent exposure to a release or threatened release. None of the other statutory requirements for the bona fide prospective purchaser liability protection are contingent upon the results of the conduct of all appropriate inquiries.

The Department understands that the City of Kenosha completed, and paid for, all appropriate inquiries at the Property, in anticipation of acquiring the Property (including performing and/or updating a Phase I ESA meeting ASTM Standard E-1527-05). A written report documenting the findings of the AAI assessment was prepared and submitted to the Department by the City on March 11, 2011. This AAI-compliant Phase I environmental assessment will need to be updated prior to acquisition of the Property. Such a CERCLA defense would also allow the City to be eligible (without CERCLA liability) to apply for federal brownfields grant money for the Property, should the City choose to pursue such funding.

Therefore, the Department recommends that Kenosha:

- a) update the AAI-compliant Phase I environmental assessment before the City takes title to KEP, since the acquisition date is greater than 180 days after the original March 11, 2011 date that the Phase I report was completed;
- b) assess the completeness of the updated Phase I using the checklist prepared by the EPA (<http://www.epa.gov/brownfields/aa/AAI-Reporting-fact-sheet-and-checklist-062111-Final.pdf>);
- c) do a very thorough review and study of the AAI and CERCLA regulations relative to known on-site conditions;
- d) evaluate the availability of funding sources to be used for conducting planned activities on the Property;
- e) rigorously adhere to those regulations and comply with them to the fullest extent possible; and
- f) seek detailed clarification and assurance from the EPA on City actions pursuant to each element of the pertinent regulations.

In addition to the BFPP/AAI liability protection under CERCLA, Superfund also provides liability protection to state and local governments who acquire property by virtue of their function as a sovereign. Involuntary acquisition is mentioned in two parts of the Superfund statute – as an exemption in section 101(20)(D) and as a liability defense in section 101(35)(A)(ii). Both sections describe when a unit of state or local government is entitled to Superfund liability protection for property they own or acquire by virtue of their function as a sovereign. EPA has addressed the City's liability under CERCLA in paragraph 25 of the Order, which states: "Once the Property is abandoned, the City or other Transferee (as applicable) shall accept the Conveyance, which the Parties agree will be involuntary acquisition of the Property under Section 101(20)(D) of CERCLA, 42 U.S.C., 9601(20)(D)."

#### **4. Will the City be exempt from liability under Wisconsin's hazardous waste laws? and the Resource Conservation and Recovery Act (RCRA)?**

This letter also clarifies the City's environmental liabilities under the state's Hazardous Waste Law, Ch. 291, Wis. Stats., should the City become owner of the Property, where the soil, groundwater or both may be contaminated with hazardous waste compounds. The US EPA has granted the Department the ability to exercise enforcement discretion in determining whether or not to hold a local government liable for clean-up costs, as an "owner" of a property with hazardous waste implications. The Department may exercise this enforcement discretion if the LGU takes title to a property through methods consistent with the LGU exemption criteria in the state Spill Law. In addition to meeting these statutory criteria, the LGU would need to determine if any containerized material on the Property is defined as a hazardous waste and properly manage the containerized waste.

Based on our review of the available information, the Department has determined that if the City's proposed acquisition of the Property meets the conditions of s. 292.11(9)(e)1m.a., Wis. Stats, the Department agrees to exercise enforcement discretion under Wisconsin's Hazardous Waste Management Laws, regarding the provisions of ss. 291.25(1) to (5), 291.29, and 291.37, Wis. Stats., and the rules promulgated under those provisions. The Department will not hold the City liable for the investigation or clean-up of the Property under either the states' Spill Law or Hazardous Waste Laws, if the requirements listed under determination #2 above, and in the statutes, are satisfied.

**5. Will the Department act in accordance with the "One Cleanup Program? Memorandum of Agreement", entered into by the Department and the United States Environmental Protection Agency?**

In November 2006, the Wisconsin Department of Natural Resources (Department) entered into a One Cleanup Program (OCP) Memorandum of Agreement (MOA) with U.S. EPA Region 5. The primary purpose of the OCP MOA was to document that Wisconsin's consolidated approach to cleaning up contaminated areas under the NR 700 series is consistent with EPA's federal cleanup programs. In general, the OCP MOA indicates that U.S. EPA Region 5 does not plan to or anticipate taking action at sites cleaned up under the jurisdiction of the Department and in accordance with the provisions of the NR 700 series. A complete copy of the OCP MOA is available on the Department's website at: [dnr.wi.gov/org/aw/rr/cleanup/ocp.htm](http://dnr.wi.gov/org/aw/rr/cleanup/ocp.htm).

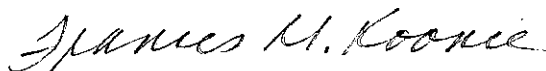
Sites with PCB contamination subject to TSCA are described in Attachment 1 to the OCP MOA. EPA Region 5 and the Department have agreed to implement the review process in this attachment, which clarifies the roles and responsibilities of each agency, at certain sites involving PCB contamination.

**Concluding Remarks**

The Department looks forward to working with the city of Kenosha to carry out any environmental response actions and redevelopment plans they have for the former Chrysler Kenosha Engine Plant Property. We also hope this letter provides the needed assurances concerning the available local governmental liability exemptions.

Should you have questions regarding technical issues please contact Dave Volkert at (262) 574-2166, or contact Dan Kolberg at (608) 267-7500 regarding liability exemption issues. Please let us know if you have questions concerning these matters, or if we can assist you in any other ways.

Sincerely,



Frances Koonce, RR Sub-Team Leader  
Southeast Region

Enclosures: Attachment A – February 11, 2011 Request  
Attachment B – Legal Description of Property from Access Agreement  
Attachment C – Map

cc: Dave Volkert – DNR, SER Waukesha  
Darsi Foss – DNR, RR/5  
Dan Kolberg – DNR, RR/5  
Kathleen Strasbaugh – DNR, LS/8  
Jessica Franklin – Godfrey & Kahn



**ATTACHMENT A**

**KEITH G. BOSMAN  
MAYOR**



*CITY OF KENOSHA  
625 - 52nd Street  
Kenosha, Wisconsin 53140  
(262) 653-4000  
Fax (262) 653-4010*

February 11, 2011

**VIA E-MAIL DAVID.VOLKERT@WISCONSIN.GOV  
VIA E-MAIL DARSI.FOSS@WISCONSIN.GOV  
VIA U.S. MAIL**

Dave Volkert  
Wisconsin Dept. of Natural Resources  
141 NW Barstow St, Room 180  
Waukesha WI 53188

Darsi Foss  
Wisconsin Dept. of Natural Resources  
PO Box 7921  
Madison WI 53707-7921

**RE: General Liability Clarification/Local Government Liability Clarification for Kenosha  
Engine Plant Site**

Dear Mr. Volkert and Ms. Foss:

The City of Kenosha ("City") has worked closely with the Wisconsin Department of Natural Resources ("DNR") over the past year to work out a strategy for the care of the Kenosha Engine Plant property ("Site") located at 5555 30<sup>th</sup> Avenue in the City and County of Kenosha. As indicated in your letter of June 16, 2010 to the Liquidation Trustees for the Site (the "PRP Letter"), the numerous hazardous substance discharges that have occurred and may continue to occur at the property are the responsibility of the Liquidation Trustees (the "Pre-existing Contamination Liability"). As you know, the releases at the Site were caused by historic engine fabrication operations and other automotive-related operations by Chrysler.

As you know, the Liquidation Trust begins to be solely responsible for the carrying costs at the Site on or around April 30, 2011. On or around that date, abandonment of the property by the Liquidation Trust will become more and more likely as time passes.

As you also know, the DNR has worked closely with the federal Department of Treasury to work out an agreement by which, upon abandonment by the Liquidation Trust, the City or DNR could take title to the Site and have \$10 million with which to investigate and remediate the Site (the "Abandonment Scenario"). You are also likely aware that, should the Liquidation Trust sell the Site to a purchaser who will not take appropriate action with regard to the Pre-existing Contamination Liability at the Site, the City will likely take title by condemnation (the "Unqualified Purchaser Scenario"). There is also the possibility that another governmental entity may take title to the Site through tax delinquency proceedings and later deed the Site to the City (the "Tax Delinquency Scenario").

Thus, should the Abandonment Scenario, the Unqualified Purchaser Scenario, or the Tax Delinquency Scenario come to pass, the City may become a titleholder to the Site. In light of the ongoing, unsuccessful efforts of the Liquidation Trust to market the Site to a qualified purchaser, and in light of the approaching April 30, 2011 carrying costs cut off date, the City is now reaching out to DNR to request the preparation of a General Liability Clarification pursuant to Wisconsin Statutes Sections 292.55 and 292.11.

Further, in light of the unique circumstances with regard to the Site, including: (i) the City's active and willing partnership with DNR to care for the Site through, which the City has invested its time and economic resources into retaining counsel and environmental consultants and actively negotiating an access agreement with the Liquidation Trust to allow the City to begin to lay the groundwork for environmental work even prior to the April 30, 2011 carrying costs cut off date; and (ii) the as-yet undetermined manner in which title may come to be offered to the City, the City requests that the General Liability Clarification include the following additional features:

- Given the potential for liability associated with pre-existing contamination at the Site, a statement that DNR will offer support for the City's requests to the Environmental Protection Agency ("EPA") for EPA opinions that the City will not incur federal CERCLA liability for the site because at least the following exceptions apply:
  - Bona Fide Prospective Purchaser Exemption: All hazardous substance disposal occurred at the site prior to City possession or control of the site. DNR has overseen the performance of a Phase I Environmental Site Assessment performed pursuant to ASTM E: 1527-05 and 40 CFR Part 312. Further, with regard to the Site, the City has filed all required notices; taken appropriate care, cooperated with governmental entities, complied with land use restrictions, provided all requested information, and is not otherwise liable or affiliated with any liable parties. As such, the letter should include a DNR opinion that the City qualifies as a bona fide prospective purchaser and is exempt from liability under CERCLA.<sup>1</sup>
  - Governmental Exemption: The City is a unit of state or local government that acquired control of the Site involuntarily through its function as a sovereign and has not caused or contributed to the release of any hazardous substance at or around the Site.<sup>2</sup> Thus, the letter should include a DNR opinion that the City qualifies for the governmental exemption from CERCLA liability

<sup>1</sup> CERCLA § 101(40), 42 U.S.C. § 9601(40).

<sup>2</sup> CERCLA § 101(20)(D), 42 U.S.C. § 9601(20)(D).

Dave Volkert  
Darsi Foss  
February 11, 2011  
Page 3

- A statement that, in the event title must pass through another governmental entity prior to being available to the City, any liability protection applicable to the City will also be applicable to that governmental entity, assuming that governmental entity also meets requirements under Wisconsin Statutes.

Thank you for your continuing work and advocacy at the Site. Please do not hesitate to contact me or the City's outside environmental counsel, Godfrey & Kahn, with any questions or to discuss any of the above further.

Very truly yours,

A handwritten signature in black ink, appearing to read "Keith G. Bosman", written over a horizontal line.

Keith G. Bosman  
Mayor  
City of Kenosha

**ATTACHMENT B**

## LEGAL DESCRIPTION OF THE PROPERTY

### Parcel A:

Lots 4, 5, 6, 7, 8, 9 and 10, together with the East 1/2 of the vacated alley adjoining said Lots on the West and the North 1/2 of vacated 55th Street adjoining said Lot 10 on the South, in Block 1 of Flynn Subdivision, being a part of the Southwest 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Tax Key No: 09-222-36-310-010

### Parcel B:

Lots 1, 2, 3, 4, 5, 6 and 7, together with the South 1/2 of vacated 55th Street adjoining said Lot 1 on the North, in Block 2 of Flynn Subdivision, being a part of the Southwest 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

### Also:

Lots 1, 2, 3, 4, 5, 6 and 7, together with the North 1/2 of vacated 56th Street adjoining said Lot 7 on the South, in H.L. Bullamore's Subdivision of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Tax Key No: 09-222-36-309-001

Address: 5510 30th Avenue

### Parcel C:

Lots 8 to 17 inclusive, together with the East 1/2 of the vacated alley adjoining said Lots on the West and the South 1/2 of vacated 56th Street adjoining said Lot 8 on the North, in H.L. Bullamore's Subdivision of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin

Tax Key No: 09-222-36-376-001

Address: 5710 30th Avenue

### Parcel D:

Lots 18 to 25 inclusive, together with the East 1/2 of the vacated alley adjoining said Lots on the West, in H.L. Bullamore's Subdivision of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin. Excepting therefrom the East 1/2 of the vacated alley adjoining said Lots 24 and 25.

Tax Key No: 09-222-36-383-018

### Parcel E:

All that part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin, lying West of 26th Avenue, South of 52nd Street, East of 30th Avenue and North of 60th Street and the Chicago & Northwestern Transportation Company Right of Way. Excepting therefrom those parts thereof described in Quit Claim Deeds recorded as Documents Numbered 524952, 872433 and 1189474.

Also:

Lots 3, 4, 5, the West 34 feet of Lot 2 and the West 50 feet of Lot 6, together with the vacated alley adjoining said Lots 3, 4, 5, and 6, in Block 5, Lots 1, 2, 3, 4, 5 and 6, in Block 12, Lots 1 to 8 inclusive, together with the West 1/2 of the vacated alley adjoining said Lots on the East, in Block 13 and all of Blocks 19, 20, 21 and 22, together with vacated 54th Street adjoining Lots 5 and 6 in Block 5 and Lot 1 in Block 12, vacated 55th Street adjoining Lot 6 in Block 12 and Lot 1 in Block 13, vacated 25th and 26<sup>th</sup> Avenue, the West 1/2 of vacated 24th Avenue, vacated 56th Street adjoining Lot 1 in Block 20, the South

1/2 of said vacated 56th Street adjoining Lots 1 and 10 in Block 19 and Lot 10 in Block 20 on the North and vacated 57th Street adjoining said Blocks, of Bain's Subdivision of part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Tax Key No: 09-222-36-430-001

Address: 5555 30th Avenue

Parcel F:

Lots 9 to 16 inclusive, together with the East 1/2 of the vacated alley adjoining said Lots on the West, in Block 13 and Lots 1 to 12 inclusive, together with the vacated alley adjoining Lots 5 to 12, in Block 14, together with vacated 25th Avenue adjoining said Blocks 13 and 14 and the North 1/2 of vacated 56th Street adjoining said Blocks 13 and 14 on the South, of Bain's Subdivision, of part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin. Excepting therefrom the North feet of Lot in said Block 14.

Tax Key No: 09-222-36-479-015

Address: 5513 25th Avenue

Parcel G:

Lots 1 to 5 inclusive, together with the West 1/2 of the vacated alley adjoining said Lots on the East, the East 1/2 of vacated 24th Avenue adjoining said Lots on the West and the North 1/2 of vacated 57th Street adjoining said Lot 5 on the South, in Block 18 of Bain's Subdivision, of part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Tax Key No: 09-222-36-486-018

Address: 2319 56th Street

Parcel H:

Lots 6 to 10 inclusive, together with the East 1/2 of the vacated alley adjoining said Lots on the West and the North 1/2 of vacated 57th Street adjoining said Lots 6 and 7 on the South in Block 18, of Bain's Subdivision, of part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin. Excepting Therefrom that part thereof described in Warranty Deed recorded as Document No. 1205385.

Tax Key No: 09-222-36-486-017

Address: 2303 56th Street

Parcel I:

All that part of Lots 9 and 10, in Block 18 of Bain's Subdivision of part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of Lot 10; thence South along the West line of said Lots 10 and 9, a distance of 100 feet; thence East parallel with the North line of Lot 10, a distance of 37 feet; thence North parallel with the West line of said Lots 9 and 10, a distance of 100 feet to the North line of said Lot 10; thence West along the North line of Lot 10, 37 feet to the place of commencement, together with the East 1/2 of the vacated alley adjoining said land on the West.

Tax Key No. 09-222-36-486-003

Address: 2311 56th Street

Parcel J:

Block 23, together with the East 1/2 of vacated 24th Avenue adjoining said Block on the West and the South 1/2 of vacated 57th Street adjoining said Block on the North, of Bain's Subdivision, of part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha of Wisconsin.

Tax Key No: 09-222-36-485-001

Parcel K:

Lots 13, 14 and 15, together with the vacated alley adjoining said Lot 15 on the Southeast, in Block 1 of Pennefeather's Western Addition, being part of the Northeast 1/4 of Section 1, Town 1 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Tax Key No: 01-122-01-126-009

Parcel L:

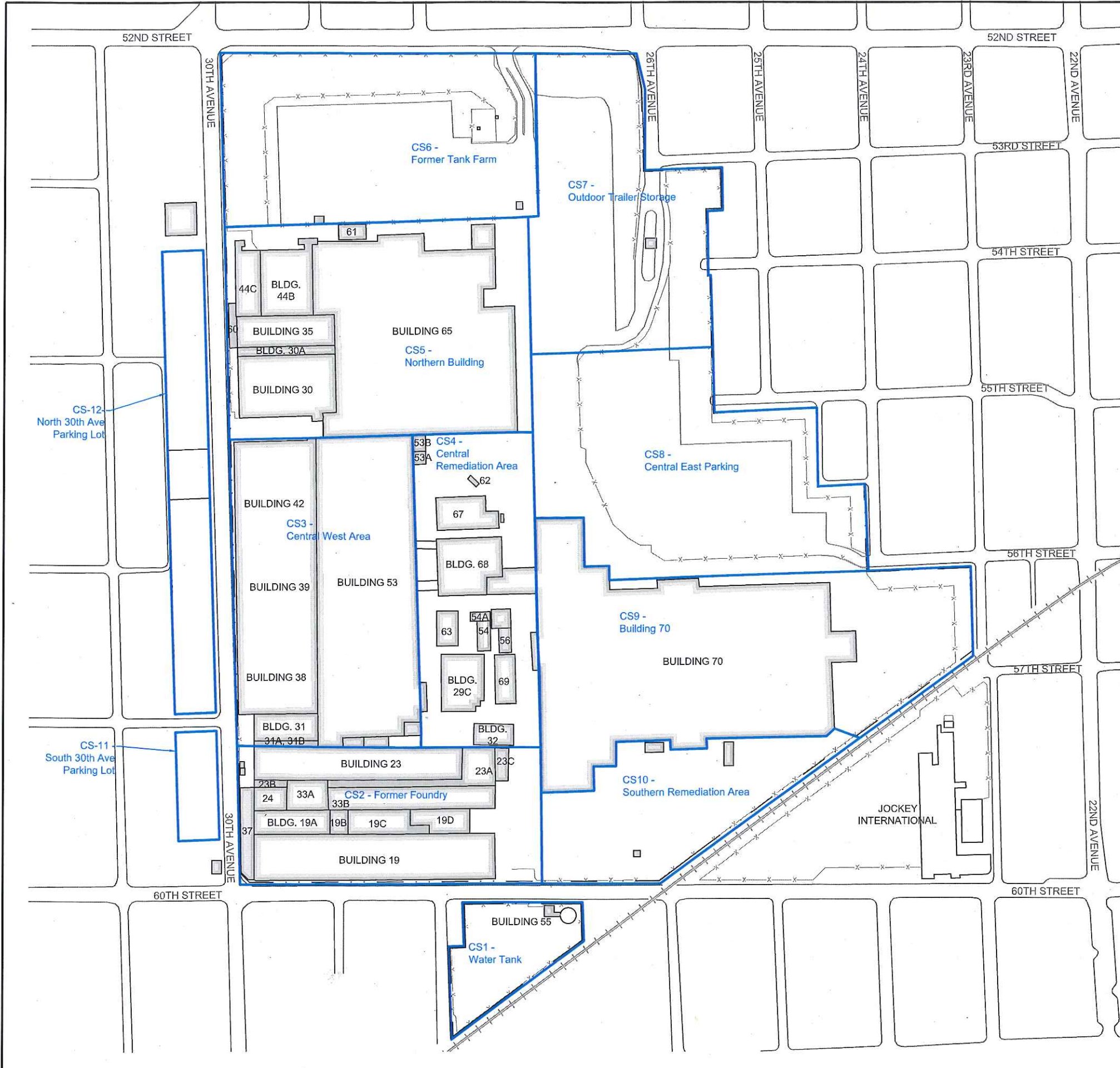
Lots 4 to 10 inclusive, 12, 16 to 19 inclusive and the West 19 feet of Lot 3, together with the North 1/2 of vacated 60th Place adjoining said Lots 4 to 10 inclusive and the West 19 feet of Lot 3 on South, the South 1/2 of said vacated 60th Place adjoining said Lots 12, 16, 17, 18 and 19 on the North and the vacated alley adjoining said Lots 16, 17, 18 and 19 on the Southeast, in Block 1 of Pennefeather's Western Addition, being part of the Northeast 1/4 of Section 1, Town 1 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Tax Key No: 01-122-01-126-003

Address: 6013 28th Avenue



**ATTACHMENT C**



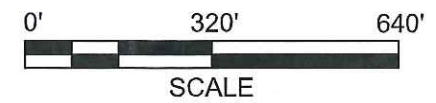
**LEGEND**

- — — — — APPROXIMATE SITE BOUNDARY
- +++++ RAILROAD
- X - X - EXISTING FENCE
- ◻ EXISTING BUILDING
- ◻ INVESTIGATION AREA



11425 West Lake Park Drive  
 Milwaukee, WI 53224  
 414.359.3030  
 www.aecom.com  
 Copyright © 2010, By: AECOM USA, Inc.

**DETAILED SITE LAYOUT**  
**CHRYSLER KENOSHA ENGINE PLANT**  
**CITY OF KENOSHA**  
**KENOSHA, WISCONSIN**



Drawn:	SAP 2/14/2011
Checked:	LLA
Approved:	LLA
PROJECT NUMBER	60160666
FIGURE NUMBER	3