

April 19, 2019

Cynthia Koepke
Hydrogeologist
WI Department of Natural Resources
3911 Fish Hatchery Road
Fitchburg, WI 53711



RE: 2501 University Avenue, Madison, WI

Dear Cindy:

This letter is a follow up to our meeting several months ago and the Department's request for additional onsite and off-site monitoring of the 2501 University Avenue property (Property). It has taken Lindholm Properties LLC a fair amount of time to review and evaluate how to respond to this request given the potential costs and the limited benefits of additional work, especially given the substantial costs already incurred. Although they are willing to do some additional work, it is important to understand the context in which they are operating.

First, Lindholm did not create this problem. They did not own or operate the dry cleaner that was the apparent source of the contamination onsite. The dry cleaner moved out 20 years prior to the purchase of the Property. The Lindholms acquired the Property long before environmental site assessments were routine and no environmental hazard was disclosed by the seller.

Second, unlike many dry cleaner sites, Lindholm opted to remove any potential source of contamination as part of a redevelopment of the site. The site is now effectively capped by the concrete parking structure. As we have noted in prior correspondence, there is nothing more that can be done to remediate this site. The same cannot be said for many dry cleaner sites including others in the near vicinity.

Third, the Lindholms have incurred substantial costs in remediating and redeveloping the site. Removing the building, excavating the site, installing the mitigation system and related costs were over \$800,000. Ironically, because Lindholms were not the polluter, the IRS does not allow the costs to be expensed. Instead they have to be depreciated over the next 30 years. The result is that the cleanup costs are out of pocket and a substantial financial hardship.

Fourth, the test data obtained to date shows the levels found at the site were relatively low levels and did not correlate to the higher concentrations in groundwater beneath University Avenue.

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Moreover, the off-site vapor sampling of buildings around the Property did not indicate vapor concentrations that would warrant additional vapor testing beneath these buildings. A letter was provided to Lombardino's and Sushi Box property owners indicating the results of the testing and that no additional testing on their property was warranted. While there were some samples showing groundwater above the groundwater RCL, the levels onsite have dropped by a factor of 10.

Finally, we estimate that even limited additional off site monitoring could cost \$23,000 or more. And to what end? Whatever source area was on site has been removed. No more work can be done onsite. There are no downgradient drinking water receptors and any plume would be dispersed and diluted long before it reaches Lake Mendota as a groundwater discharge point. Determining the full and final extent of any downgradient plume serves absolutely no purpose here. So after fully cooperating at great personal expense to solve a problem they did not create, they are now being asked to expend substantial additional funds for work with little if any real world benefit.

Given the foregoing, deciding whether to proceed any further has been a difficult choice. Lindholms want to continue to cooperate but there are very real limits to their ability to do so. The Lindholms are willing to do a limited amount of offsite monitoring between their property and the other side of University Avenue up to Campus Drive. The details of the proposal are attached. We trust that this work will provide sufficient additional information to allow this site to be closed, because additional work is not something the Lindholms are willing to undertake.

Please consider all of the circumstances in evaluating the scope of the proposed work. We look forward to hearing from you.

STAFFORD ROSENBAUM LLP



Paul G. Kent

PGK:mai

cc: Thomas Gaieck
Lindholm Properties LLC

ATTACHMENT A – SCOPE OF SERVICES

This is an attachment to the Agreement dated April 2, 2019, between Lindholm Properties, LLC (CLIENT) and Ayres Associates Inc (CONSULTANT).

ARTICLE 1 – BASIC SERVICES

CONSULTANT shall provide professional environmental services for CLIENT as provided below:

SCOPE OF SERVICES

CONSULTANT proposes to provide the following scope of services for subsurface contamination assessment for CLIENT as indicated below. This work is requested by the Wisconsin Department of Natural Resources (WDNR) to assess the possible off-site extent of groundwater contamination associated with the former 2501 University Avenue property (Property ID #070921105304). The initial phase of work, consisting of the following seven Tasks in this Agreement, will include installation of soil probes/temporary wells and collection of grab water samples from probes to evaluate the lateral extent of off-site groundwater impacts. Based upon the results of this soil probe assessment, location for permanent monitoring well installation will be determined.

Task 1 – Health and Safety Plan

CONSULTANT will update the previously existing Health and Safety Plan (HSP) for the project. The purpose of the HSP is to assign responsibilities, establish personal protection standards and mandatory safety practices and procedures, and provide contingencies for situations that may arise during site operations. The provisions of the plan are mandatory for all employees who are engaged in hazardous material management activities. The plan will be developed under U.S. Environmental Protection Agency guidelines and will comply with applicable regulations, including Occupational Safety and Health Administration (OSHA) standards [29 Code of Federal Regulations (CFR) 1910 and 1926].

Task 2 – Workplan Preparation

A site investigation workplan will be prepared that outlines proposed off-site assessment activities. The workplan will include a description of project background, objectives of off-site work, and a scope of work to be conducted. This workplan will be submitted to CLIENT for review. Upon authorization from CLIENT a copy of the workplan will be submitted to the WDNR for review prior to commencement of work.

Task 3 – Access Agreements

CONSULTANT will assist CLIENT with gaining permission from off-site property owners to perform assessment activities on their property. CONSULTANT will prepare necessary access agreements that outline the scope of work to be performed, the anticipated time to complete the assessment and the anticipated periods when CONSULTANT personnel and subcontractors will be on-site performing work. Work on off-site properties will only be conducted after all access agreements have been reviewed and signed by CLIENT and the off-site property owners.

Task 4 – Soil Probe Advancement and Temporary Well Installation

CONSULTANT will advance an estimated five soil probes on off-site properties located north of the former 2501 University Avenue property across University Avenue. The attached Figure shows the proposed soil probe locations. One probe will be installed on the northwest corner of University Avenue and Highland Avenue. Two probes will be installed on the north side of the 2500 University Avenue property (Lombardino's). Two probes will be installed north of the apartments located at 510 Highland Avenue. Probes will be advanced to an estimated depth of 30 feet below ground surface (bgs) to intersect the water table. At this depth, a 1" PVC temporary well will be installed for the purpose of collecting a grab water table groundwater sample. The well will be constructed with a 10-foot length of well screen to intersect the water table. After the water table sample is collected, the probe will be advanced to an estimated 45 feet bgs for the purpose of collecting a deeper water sample. For this sample collection, a 1" temporary well with a 5-foot length of well screen will be installed in the probe hole.

During probe advancement, continuous samples will be collected from the ground surface to the depth of exploration using a MacroCore[®] Sampler. Samples of the unconsolidated material will be collected for detailed lithologic description, field screening, and possible laboratory analysis. Geologic information obtained from the boreholes will be documented on WDNR Soil Boring Log Information Form 4400-122.

Soil Screening

Soil samples from the probes will be obtained for total volatile organic compound (VOC) soil vapor field analysis. These samples will be screened for the presence of total ionizable VOCs using a photoionization detector (PID) equipped with a 10.7 eV lamp and calibrated to an isobutylene standard. Samples will be selected for possible laboratory analysis based on visual and olfactory observations and PID screening results.

Borehole Abandonment

Each probe advanced during this investigation will be abandoned in accordance with NR 141 Wisconsin Administrative Code, following groundwater sample collection and removal of the temporary well. Bentonite chips no greater than 3/8-inch diameter will be used to seal all boreholes. Borehole abandonment will be properly documented using WDNR Well/Borehole Abandonment Form 3300-5B.

Task 5 – Laboratory Analysis of Off-site Soil and Groundwater Samples

One soil sample collected from each probe will be submitted to a Wisconsin certified analytical laboratory for analysis. Each of the five soil samples collected will be analyzed for volatile organic compounds (VOC). Samples will be selected for chemical analysis in a laboratory based on visual and olfactory observations, field screening results, and conditions of the subsurface geology.

Two groundwater samples will be collected at each probe/temporary well location, one water table, and one deeper groundwater sample. Each groundwater sample will be sent to the laboratory and analyzed for VOC. Samples will be analyzed within a standard laboratory turn-around time of two weeks.

After the analytical data is received from the laboratory, CONSULTANT staff will review the data to ensure that chain-of-custody procedures were followed, hold times were met, analytical methods and detection limits are consistent with the specifications, and samples were properly preserved when

received at the laboratory. The data will be reviewed for reporting errors (i.e., units) as well as consistency with anticipated results based on field observations. The laboratory has a written QA/QC program that provides rules and guidelines to ensure the reliability and validity of work conducted at the laboratory. Therefore, no additional data validation will be performed beyond that stated above.

Task 6 – Groundwater Sampling of On-site Wells

One round of groundwater samples will be collected from the three existing monitoring wells on the former 2501 University Avenue property in conjunction with the off-site work. Each groundwater sample will be sent to the laboratory and analyzed for VOC.

Task 7 – Data Analysis and Reporting

Data obtained from this assessment will be analyzed and interpreted by CONSULTANT. The objectives of the analysis will be to determine the presence and significance of off-site VOC impacts to groundwater and how they relate to known VOC contamination on the former 2501 University Avenue property. The results of this assessment will be used to determine what additional off-site assessment, including installation of permanent 2-inch monitoring wells, may be necessary to evaluate the lateral extent of groundwater contamination. A letter report will be prepared summarizing findings of this assessment and recommendations for additional off-site work if warranted. One copy of this report in electronic format will be prepared and submitted to the CLIENT for review. Upon receipt of comments, CONSULTANT will send final copy of report to CLIENT. Task does not include any WDNR review fees.

Task 8 – Project Management

The major objectives of project management are to maintain control of the project budget and schedule, provide technical oversight, and optimize client-agency communication. CONSULTANT project manager will communicate with the CLIENT, off-site property owners, City of Madison, WDNR and subcontractors to coordinate assessment activities conducted on off-site properties. Two meetings with project stakeholders are assumed in costing this task.

ATTACHMENT C – COMPENSATION AND PAYMENTS

Table 1
Proposed Project Budget

Project Task	Estimated Consulting Costs	Estimated Commodity Costs	Estimated Total
Health and Safety Plan	\$500	\$0	\$500
Workplan	\$1,500	\$0	\$1,500
Access Agreements	\$2,000	\$0	\$2,000
Install Soil Probes/Temporary Wells ¹	\$4,500	\$5,000	\$9,500
Laboratory Analysis of Samples ²	\$2,500	\$1,500	\$4,000
Data Analysis and Reporting ³	\$3,500	\$0	\$3,500
Project Management ⁴	\$2,500	\$0	\$2,500
Estimated Project Total	\$17,000	\$6,500	\$23,500

Notes:

¹Assumes five probe locations to a total depth of 45' per site. Two temporary wells installed at different depths per probe location. Includes sub-contractor costs.

²Assumes a total of 13 groundwater and five soil samples submitted for laboratory analysis for constituents of concern.

³Any WDNR Review Fees will be paid directly by CLIENT and are not included in these estimated fees.

City of Madison, Wisconsin Property Map

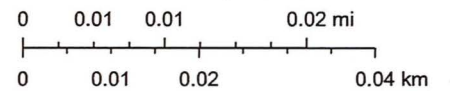


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- Municipal Limits
- Parcels
- Additional Address
- Situs Address
- Alleys
- Street Names
- Place Name

● Proposed probe locations



City of Madison IT