



June 16, 2021

VIA EMAIL

Gwen.Saliares@wisconsin.gov
Ms. Gwen Saliares
Remediation and Redevelopment Program
Wisconsin Department of Natural Resources
2984 Shawano Avenue
Green Bay, WI 54313-6727

Re: Former Donaldson Cleaners a/k/a Donaldson One Hour Cleaners, 1835 East Edgewood Drive, Ste. 101, Appleton, Wisconsin; BRRTS #02-45-586961

Dear Ms. Saliares,

I am writing to you on behalf of M&E Rental LLC in regard to the above-referenced site. I understand that you will be taking over as the project manager for this site. I did receive a copy of the May 25 email from your predecessor regarding the SSDS system as well as Roxanne Chronert's letter dated June 8, 2021. I expect that Rob Hoverman of EnviroForensics will be following up with you further on those issues.

My purpose for writing is to provide some additional information regarding Donaldson's operations at the site, including some evidence his lawyer provided to us regarding an alleged spill by Tri-Supply during the delivery of Perc to the site. Attached are photos provided to us from Donaldson's attorney, along with a copy of a purchase order noting a spill back in 2009. Based on this information, we are requesting that the Department exercise its authority to issue a responsible party letter to Tri-Supply to obtain further information from Tri-Supply and, if appropriate, direct Tri-Supply to undertake further investigation activities if the State's effort to pursue Donaldson as the causer are unlikely to be fruitful.

I am also attaching some photos that my client took prior to Donaldson vacating the property that show the presence of numerous drums and other materials. According to my client, Donaldson did have some supposedly empty drums sitting outside the property but, on this particular occasion, he observed drums inside the building. When he asked Donaldson about the drums, Donaldson told him those were from the other store and they were subsequently removed. I would suspect Donaldson used my client's property as staging area for investigation derived wastes from the other site, but we have no documentation of that. We are simply passing these along for your information and use.

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I am copying Bill Nelson and Roxanne Chronert on this letter. As you may know, I have had a few conversations with Bill about this matter and we continue to support whatever efforts can be made by DNR to hold the truly responsible parties accountable for any contamination at my client's property.

Please feel free to contact me if you have any questions or would like to discuss this matter.

Very truly yours,

Davis & Kuelthau, s.c.



Ted A. Warpinski

TAW:sjf

Attachments

cc: William J. Nelson (w/Attachs.) – Via Email: william.nelson@wisconsin.gov
Roxanne N. Chronert (w/Attachs.) -Via Email: Roxanne.Chronert@wisconsin.gov

**PHOTOS FROM
DONALDSON'S ATTORNEY**

TRI-Supply Co.
LOVES PARK IL.
USDOT 359326
G.W. 33,000



**PHOTOS FROM
DONALDSON'S ATTORNEY**

terbilt
**TERBILT
LINOIS**



**PHOTOS FROM
DONALDSON'S ATTORNEY**



**PHOTOS FROM
DONALDSON'S ATTORNEY**



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DONALDSON'S ATTORNEY**



**PHOTOS FROM
DONALDSON'S ATTORNEY**



TRI-Supply Co. LP

955 INDUSTRIAL COURT
 LOVES PARK, IL 61111
 (815) 637-6374
 (800) 289-0653
 FAX (815) 637-6472

DELIVERY RECEIPT

2009 PURCHASE ORDER

DELIVERY RECEIPT NUMBER	1034
PAGE	
DATE	06/24/09

DRIVER INITIALS

Route LGB

DONA10

SHIP TO

1
 DONALDSON'S ONE HOUR CLEANERS
 1835 E. EDGEWOOD DR.
 APPLETON, WI
 920-725-4453

BILL TO

DONALDSON'S ONE HOUR CLNRS **
 110 W. CECIL ST.
 NEENAH, WI 54956
 920-725-4453

REFERENCE/P.O. NUMBER	ORDER DATE	REQUIRED SHIP DATE	SALESPERSON	TERMS	W/H	FREIGHT	SHIP VIA
	06/24/09	ASAP	LR	1&-15 NET 30	01	PREPAID	TRI-SUPPLY CO

ITEM	DESCRIPTION	ORDERED	SHIPPED	BACK ORDERED	U/M	WEIGHT	LOCAL
PERKFEE-WI	PERK FEE - WISCONSIN	2	(2)		EA	.0	
PERKFEE-WI	PERK FEE - WISCONSIN	38	(38)		EA	.0	
PERKCF	PERK - CAREFILL (260LBS/DRM)	2	2		DM	520.0	
<p><i>Part spilled by driver on this delivery called John Kratz 7/6/09. I have photos to document.</i></p> <p><i>Part of ...</i></p> <p><i>DRUM PUMPED</i></p> <p><i>Leak Stopped</i></p> <p><i>WORKING DRUM</i></p> <p><i>LEAK STILL DRUM NEEDED</i></p> <p><i>Customer has to wait til next order</i></p>							

THE UNDERSIGNED HEREBY STATES THAT HE/SHE IS AN AUTHORIZED REPRESENTATIVE OF THE OWNER OR COMPANY, THE UNDERSIGNED AGREES AND GUARANTEES ON BEHALF OF HIM/HERSELF AND ON BEHALF OF THE COMPANY THAT IN THE EVENT OF DEFAULT IN PAYMENTS WHEN DUE, HE/SHE WILL PAY, IN ADDITION TO ALL SUMS DUE, ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS INCURRED BY TRI-SUPPLY COMPANY, THE UNDERSIGNED FURTHER AGREES, ON BEHALF OF HIM/HERSELF AND ON BEHALF OF THE COMPANY, TO A SERVICE CHARGE OF ONE AND ONE-HALF PERCENT (1 1/2%) PER MONTH, OR 18% PER ANNUM, FOR ALL INVOICES NOT PAID ON OR BEFORE THE DUE DATE.

TOTAL WEIGHT	520
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/ED BY *[Signature]*

DATE *7/22/09*



