SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Russ Wilson
Lou's Auto Body Carstar
3940 S. 13th Street
Milwaukee WI 53221-1725

9590 9402 2700 6351 3854 02

2. Article Number *(Transfer from service label)*
7016 3560 0000 0857 1876

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Debbie

C. Date of Delivery 11-9-18

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #

9590 9402 2700 6351 3854 02

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Geosyntec Consultants, Inc.
Attn: James Bannantine
10600 N. Port Washington Rd., Suite 100
Mequon, WI 53092

2-508425

Geosyntec consultants

10200 North Port Washington Road
Suite 100
Mequon, WI 53092
PH 262.377.9828
FAX 262.377.9848
www.geosyntec.com

November 5, 2018

Mr. Russ Wilson
Lou's Auto Body Carstar
3940 South 13th Street
Milwaukee, WI 53221-1725

RE: Notification of Residual Groundwater Contamination and Continuing Obligations for Wilson Milwaukee, LLC Property, 3946 South 13th Street, Milwaukee, Wisconsin, Tax Key No. 579-0172-4

Dear Mr. Wilson:

Our client, GPI Interim Inc. is in the process of requesting case closure on the environmental cleanup of the former Erie Manufacturing site at 4000 S. 13th Street. Attached is a WDNR-required notice with mandatory notice language because residual groundwater contamination, that we believe will naturally attenuate over time, remains on your property. This letter provides the following notifications and continuing obligations:

- You cannot install groundwater wells (i.e. private drinking water wells, or high capacity wells) on your property without first obtaining WDNR consent.
- In the event of sale, you will need to notify future property owners of this obligation.
- Your site will be listed on the WDNR Bureau for Remediation and Redevelopment Tracking System (BRRTS) (https://dnr.wi.gov/topic/Brownfields/WRRD.html), as having these continuing obligations.

You can contact the WDNR project manager, Eric Amadi at eric.amadi@wisconsin.gov or 414-263-8639 to discuss this notification, or contact our site representative, Mark Sylvester at sylvester@ats2.org or 443-812-3192. The notice letter must include a legal description of our property. Please contact Mark Sylvester if it is not correct.

Sincerely,

James E Bannantine

Jim Bannantine, P.G.
Senior Geologist

November 5, 2018

Mr. Russ Wilson
Lou's Auto Body Carstar
3940 South 13th Street
Milwaukee, WI 53221-1725

KEEP THIS DOCUMENT WITH YOUR PROPERTY RECORDS

RE: **Notification of Residual Groundwater Contamination and Continuing Obligations**
Reliable Transportation Specialists, LLC Property, 3946 South 13th St., Milwaukee, Wisconsin, Tax Key No. 579-0172-4

Dear Mr. Wilson:

We are providing this notification to inform you of the location and extent of contamination remaining on your property, and of certain long-term responsibilities (continuing obligations) for which you may become responsible. We have investigated a release of chlorinated solvents, primarily trichloroethene (TCE), cis-1-2-dichloroethene (cDCE) and vinyl chloride (VC) at 4000 South 13th Street, Milwaukee, Wisconsin 53221-1726 that indicates contamination has migrated onto your property. We have responded to this release and will be requesting that the Department of Natural Resources (DNR) grant case closure. Closure means that the DNR will not be requiring any further investigation or cleanup action to be taken. However, continuing obligations may be imposed as a condition of closure approval. **Attachment 1** contains the contact information related to this notification.

You have 30 days to comment on the attached legal description of your property and on the proposed closure request:

Please review the enclosed legal description (**Attachment 2**) of your property, and notify Mark Sylvester at sylvester@ats2.org or 1-443-812-3192 within the next 30 days if the legal description is incorrect. The DNR will not review the closure request for at least 30 days after the date of receipt of this letter. As an affected property owner, you have the right to contact the DNR to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to submit any information that is relevant to this closure request, or it you want to waive the 30 day comment period, you should mail that information to the DNR contact Eric Amadi at 2300 North Martin Luther King Jr. Drive, Milwaukee, WI 53212, or at eric.amadi@wisconsin.gov.

Your Long-Term Responsibilities as a Property Owner and Occupant:

The continuing obligations we are proposing that affect your property are listed below, under the heading **Continuing Obligations on Your Property**. Under s. 292.12(5), Wis. Stats., current and future owners and occupants of your property are responsible for complying with continuing obligations imposed as part of the DNR-approved closure.

The fact sheet "*Continuing Obligations for Environmental Protection*" (DNR publication RR 819) has been included with this letter (**Attachment 3**), to help explain the responsibilities you may have for maintenance of a certain continuing obligation, the limits of any liability for investigation and cleanup of

contamination, and how these differ. If the fact sheet is lost, you may obtain copies at: http://dnr.wi.gov/files/PDF/pubs/rr/RR819.pdf.

Contract for responsibility for continuing obligation:

Before we request closure, the DNR needs to be informed as to whom will be responsible for the continuing obligations on your property. Under s.292.12, Wis. Stats., the responsibility for maintaining all necessary continuing obligations for your property will fall on you or any subsequent property owner, unless another person has a legally enforceable responsibility to comply with the requirements of the final closure letter. If you need more time to finalize an agreement on the responsibility for the continuing obligations on your property, you may request additional time from the DNR contact identified in **Contact Information**. (Note: Future property owners would need to negotiate a new agreement.)

Groundwater Contamination:

Groundwater contamination originated at the property located at 4000 South 13th Street, Milwaukee, Wisconsin 53221-1726. Contaminated groundwater has migrated onto your property at 3946 South 13th Street, Milwaukee, WI 53221. The levels of VC contamination in the groundwater on your property are above the state groundwater enforcement standards found in ch. NR 140, Wis. Adm. Code (**Attachment 4**).

However, available data indicate that this groundwater contaminant plume is stable or receding and will naturally degrade over time. We believe that allowing natural attenuation, or the breakdown of contaminants in groundwater due to naturally occurring processes, to complete the cleanup at this site will meet the case closure requirements of ch. NR 726, Wis. Adm. Code. As part of the request for case closure, we are requesting that the DNR accept natural attenuation as the final remedy for this site.

The following DNR fact sheet (RR 671, "What Landowners Should Know: Information About Using Natural Attenuation to Clean Up Contaminated Groundwater") has been included with this notification (**Attachment 5**), to help explain the use of natural attenuation as a remedy. If the fact sheet is lost, you may obtain a copy at http://dnr.wi.gov/files/PDF/pubs/rr/RR671.pdf.

Continuing Obligations on Your Property:

As part of the DNR closure, we are proposing that the following continuing obligations be used at your property, to address future exposure to residual contamination. If the closure request is approved, you will be responsible for the following continuing obligation:

> To construct a new well or to reconstruct an existing well, the property owner at the time of construction or reconstruction will need to obtain prior approval from the DNR. (See the paragraph below **GIS Registry and Well Construction Requirements**). Typically, this results in casing off a portion of the aquifer during drilling, when needed, to protect the water supply.

Audits of Continuing Obligations

You will need to notify any future owners or occupants of this property of the need to maintain the continuing obligation. Periodic audits of these continuing obligations may be conducted by the DNR to ensure that potential exposure to residual contamination is being addressed. The DNR provides notification before conducting site visits as part of the audit.

Continuing Obligations and Well Construction Requirements

If this site is closed, all properties within the site boundaries where contamination remains, or where a continuing obligation is applied, will be listed on the Bureau for Remediation and Redevelopment Tracking System (BRRTS) on the Web, at http://dnr.wi.gov/topic/Brownfields/clean.html. Inclusion on this database provides public notice of remaining contamination and of any continuing obligations. Documents can be viewed on this database, and include final closure letters, site maps and any applicable maintenance plans. The location of the site may also be viewed on the Remediation and Redevelopment Sites Map (RR Sites Map), on the "GIS Registry" layer, at the same internet address listed above.

DNR approval prior to well construction or reconstruction is required for all sites included in BRRTS on the Web, in accordance with s. NR 812.09 (4)(w), Wis. Adm. Code. This requirement applies to private drinking water wells and high capacity wells. Special well construction standards may be necessary to protect the well from the remaining contamination. Well drillers need to first obtain approval from a regional water supply specialist in DNR's Drinking Water and Groundwater Program. The well construction application, form 3300-254, is on the internet at: http://dnr.wi.gov/topic/wells/documents/3300254.pdf.

Site Closure

If the DNR grants closure, you will receive a letter from DNR which defines the specific continuing obligations on your property. The status of the site (open or closed) may also be checked by searching BRRTS on the Web. You may view or download a copy of the closure letter (sent to the responsible party) from BRRTS on the Web. You may also request a copy of the closure letter from the responsible party or by writing to the DNR contact, at eric.amadi@wisconsin.gov, (414) 263-8639. The final closure letter will contain a description of the continuing obligation, any prohibitions on activities and will include any applicable maintenance plan.

If you have any questions regarding this notification, I can be reached at:

Sincerely,

Duane Wanty
Director, Environmental Affairs
SERE NAM
Global Supply Chain
Schneider Electric

Attachments:
Attachment 1: Contact Information
Attachment 2: Parcel Legal Description (Property Deed)
Attachment 3: DNR Factsheet: RR 819, Continuing Obligations for Environmental Protection
Attachment 4: Groundwater Isoconcentration Map
Attachment 5: DNR Factsheet: RR 671, What Landowners Should Know: Information About Using Natural Attenuation to Clean Up Contaminated Groundwater

Attachment 1

Contact Information

The affected property is:

- ○ the source property (the source of the hazardous substance discharge), but the property is not owned by the person who conducted the cleanup (a deeded property)
- ◉ a deeded property affected by contamination from the source property
- ○ a right-of-way (ROW)
- ○ a Department of Transportation (DOT) ROW

Include this completed page as an attachment with all notifications provided under sections A and B.

Contact Information

Responsible Party: The person responsible for sending this form, and for conducting the environmental investigation and cleanup is:

Responsible Party Name

Contact Person Last Name	First	MI	Phone Number (include area code)
Wanty	Duane		(508) 549-6004

Address	City	State	ZIP Code
70 Mechanic Street C41-32	Foxboro	MA	02035-2040

E-mail Duane.Wanty@Schneider-Electric.com

Name of Party Receiving Notification:

Business Name, if applicable:

Title	Last Name	First	MI	Phone Number (include area code)
	Wilson	Russ		

Address	City	State	ZIP Code
3940 South 13th Street	Milwaukee	WI	53221

Site Name and Source Property Information:

Site (Activity) Name

Address	City	State	ZIP Code
4000 South 13th Street	Milwaukee	WI	53221

DNR ID # (BRRTS#)	(DATCP) ID #
02-41-287051	

Contacts for Questions:

If you have any questions regarding the cleanup or about this notification, please contact the Responsible Party identified above, or contact:

Environmental Consultant: Geosyntec Consultants

Contact Person Last Name	First	MI	Phone Number (include area code)
Bannantine	James	E	(262) 834-0227

Address	City	State	ZIP Code
10600 North Port Washington Rd. Suite 100	Mequon	WI	53092

E-mail jbannantine@geosyntec.com

Department Contact:

To review the Department's case file, or for questions on cleanups or closure requirements, contact:

Department of: Natural Resources (DNR)

Address	City	State	ZIP Code
2300 North Martin Luther King Drive	Milwaukee	WI	53212

Contact Person Last Name	First	MI	Phone Number (include area code)
Amadi	Eric		(414) 263-8639

E-mail (Firstname.Lastname@wisconsin.gov) Eric.Amadi@wisconsin.gov

Attachment 2

Parcel Legal Description (Property Deed)

12

09028107

SPECIAL WARRANTY DEED

DOC.# 09028107

REGISTER'S OFFICE | SS
Milwaukee County, WI|

RECORDED 06/14/2005 01:52PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT:33.00

Document Number | Document Title

Recording Area

Name and Return Address

TRETER LAW OFFICES
6950 INDUSTRIAL LOOP
GREENDALE, WI 53129-2444
ATTN: MARK C. TRETER

579-0172-4

Parcel Identification Number (PIN)

TRANSFER
$ 285.00
FEE

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

recbox r6/99

STATE BAR OF WISCONSIN FORM 6 - 2000

SPECIAL WARRANTY DEED

Document Number

This Deed, made by **GPI Interim, Inc.**, a New York corporation ("Grantor") for the benefit of **Reliable Transportation Specialists, LLC**, a Wisconsin limited liability company ("Grantee").

Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Milwaukee County, State of Wisconsin (the "Property"):

See legal description attached hereto and incorporated herein as Exhibit A.

Recording Area

Name and Return Address

Treter Law Office
6950 Industrial Loop
Greendale, WI 53129-2444
Attention: Mark C. Treter

Together with all appurtenant rights, title and interests.

Parcel Identification Number: 579-0172-4

This is not homestead property.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances, arising by, through or under Grantor, except: all matters of record and all covenants, restrictions, easements, reservations and other exceptions set forth in Exhibit B attached hereto and made a part hereof and those certain Deed Restrictions set forth in Exhibit C attached hereto and made a part hereof (collectively, the "Permitted Exceptions").

Dated this 9th day of ~~May~~ June, 2005.

_____ (SEAL)

• _____

_____ (SEAL)

• _____

GPI Interim, Inc., a New York corporation

Jay S. Ehle (SEAL)
Jay S. Ehle
Its President

_____ (SEAL)

• _____

AUTHENTICATION

Signature(s) _____

_____

_____

authenticated this _____ day of _____, _____

_____

• _____
TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____

authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY:

Wildman, Harrold, Allen & Dixon
225 West Wacker Drive, Suite 3000
Chicago, Illinois 60606
Attention: Paul R. Diamond, Esq.

_____

(Signatures may be authenticated or acknowledged. Both are not necessary)

ACKNOWLEDGEMENT

STATE OF MASSACHUSETTS)
) ss.
NORFOLK COUNTY)

Personally came before me this 8th day of ~~May~~ June, 2005, the above named Jay S. Ehle, President of GPI Interim, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

• _____

Notary Public, State of _____

My Commission is permanent. (If not, state expiration date: 4/6/09)

VICTORIA N. VANDENBERGHE NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMMISSION EXPIRES JANUARY 16, 2009

• Names of persons signing in any capacity should be typed or printed below their signatures.

EXHIBIT A

LEGAL DESCRIPTION

Parcel 2 of Certified Survey Map No. 4337, recorded on June 20, 1983, Reel 1538, Images 953 to 956 inclusive, as Document No. 5626689, being a division of a part of the Northwest 1/4 of Section 20, Township 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key No. 579-0172-4

ADDRESS: 3946 S. 13TH STREET

EXHIBIT B

PERMITTED TITLE EXCEPTIONS

1. General exceptions to title insurance policy.

2. Acts and omissions of Purchaser and persons or entities under Purchaser's control.

3. General taxes and assessments not yet due and payable.

4. Restrictions as set forth on the Certified Survey Map No. 4337, recorded on June 20, 1983, Reel 1538, Images 953 to 956 inclusive, as Document No. 5626689.

5. Utility Easement granted to Wisconsin Electric Power Company recorded as Document No. 3166804.

6. Party Driveway Agreement – Adjoining Land Owners, recorded as Document No. 5628655.

7. Water and sewer service charges, if any.

EXHIBIT C

DEED RESTRICTIONS ATTACHED TO THAT DEED DATED JUNE 9, 2005, EXECUTED BY GPI INTERIM, INC. AS GRANTOR TO RELIABLE TRANSPORTATION SPECIALISTS, LLC AS GRANTEE

Reliable Transportation Specialists, LLC ("Grantee"), by acceptance of delivery of the Deed dated June __, 2005 (the "Effective Date") to which these restrictions are attached (the "Deed"), does hereby acknowledge that GPI Interim, Inc. ("Grantor") would not have executed and delivered the Deed to Grantee but for the following restrictions being imposed on the Property conveyed in the Deed (the "Property") and therefore Grantee, on its own behalf and on behalf of Grantee's successors and assigns and each and every subsequent owner of all or any part of the Property, agrees that the Property and each and every portion thereof will be and remain subject to the following restrictions on use (collectively, the "Deed Restrictions"):

1. Grantee may only develop the Property as an engineered barrier to be used for storing vehicles or for a building, including without limitation, an expansion of Grantee's existing building located adjacent to the Property, or for both purposes. Grantee may not use the Property for any purpose until an engineered barrier consisting of a parking surface or a building or both has been installed covering the entire Property. Until such time as the Wisconsin Department of Natural Resources ("WDNR") issues a "case closure" letter or the functional equivalent pertaining to environmental concerns at the Property and at the adjacent properties owned by Grantor and legally described in Exhibit C-1 attached hereto ("Grantor's Property"), the Property may be used only for automobile repair and body work, and vehicle storage; provided any building thereon may also be used for purposes incidental and necessary to said uses, including the rental and sale of automobiles. Following the issuance of such letter, the Property shall be used for non-residential purposes consistent with the conditions, restrictions and clean-up standards established by the WDNR for the Property. Any portion of the Property not covered by a building may be used only for the storage of vehicles.

2. An engineered barrier consisting of a parking surface or building or both covering the entire Property shall be installed and maintained. All improvements constructed on the Property shall be built on grade without basements, crawl spaces or other subterranean areas or structures, with the exception of engineered footers, sewers and other utilities. The parking surface shall be maintained in good condition and repair so that there are no cracks or openings. Upon construction of a building or building expansion upon the Property, any existing engineered barrier shall be replaced in whole or in part with the building slab, so that upon substantial completion of the construction the Property shall be completely covered with an engineered barrier.

3. Grantee shall be responsible for all costs and liabilities associated with the removal of any materials and matter excavated at and transported from the Property, including, but not limited to, all construction debris, soil and groundwater, whether or not the same constitute Hazardous Materials, as defined hereinbelow.

4. Construction or installation of any water supply well is prohibited.

1516050_5

5. Hazardous Materials shall not be brought upon the Property or stored over, beneath in or upon the Property, except to the extent necessary to use the Property in the ordinary course of business as an automobile repair or body shop, provided, however, that in such event Grantee shall fully comply with all applicable Environmental Laws (as hereinafter defined). Upon Grantor's request, Grantee shall provide Grantor with evidence of Grantee's lawful disposal of such materials and matter.

6. If, at any time and from time to time on and after the date of the Deed, Grantor wishes access to the Property for the purpose of conducting environmental investigations or remediation (individually and collectively, "Environmental Activities"), Grantor shall be afforded, and Grantee shall permit, such access, subject to the terms provided herein, without any obligation to provide Grantee with compensation of any kind for such access. Environmental Activities may include, but are not limited to, (i) conducting borings for the purpose of analyzing air, soil or groundwater samples; (ii) installing, inspecting, maintaining, and operating air or soil sampling or monitoring equipment; and (iii) installing, inspecting, maintaining, operating and abandoning groundwater monitoring wells. The equipment used to perform the Environmental Activities is referred to herein as the "Environmental Equipment." Grantor shall have the right, after consultation with Grantee, to determine the location(s) of the Environmental Equipment, and once such Environmental Equipment is installed, Grantee covenants and agrees not to relocate, access (or permit any access), tamper with or disturb such Environmental Equipment. Grantee, upon the request of Grantor, shall provide Grantor with all information in Grantee's possession regarding the location of underground utilities and other underground structures on the Property.

7. For purposes of these Deed Restrictions, the term "Hazardous Materials" shall mean and include any substance that is or contains (1) any "hazardous substance" as now or hereafter defined in § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") (42 U.S.C. § 9601 et seq.) or any regulations promulgated under CERCLA; (2) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act, as amended ("RCRA") (42 U.S.C. § 6901 et seq.) or any regulations promulgated under RCRA; (3) any substance now or hereafter regulated by the Toxic Substances Control Act, as amended ("TSCA") (15 U.S.C. § 2601 et seq.) or any regulations promulgated under TSCA; (4) petroleum, petroleum by-products, gasoline, diesel fuel, or other petroleum hydrocarbons; (5) asbestos and asbestos-containing material, in any form, whether friable or non-friable; (6) polychlorinated biphenyls; (7) lead and lead-containing materials; or (8) any additional substance, material or waste (A) the presence of which on, under, over or about the Property or any adjacent area or property (i) requires reporting, investigation or remediation under any Environmental Law, (ii) poses a hazard to the health or safety of persons on the Property or any adjacent area or property, or (iii) which, if it emanated or migrated from the Property, could constitute a trespass or otherwise damage adjacent areas or properties, or (B) which is now or is hereafter classified or considered to be hazardous or toxic under any Environmental Laws.

8. For purposes of these Deed Restrictions, the term "Environmental Laws" shall mean and include (1) CERCLA, RCRA and TSCA; and (2) any other federal, state or local laws, ordinances, statutes, codes, rules, regulations, orders or decrees now or hereinafter in effect relating to (A) pollution, (B) the protection or regulation of human health, natural resources or

the environment, (C) the treatment, storage, handling, transportation or disposal of Hazardous Materials, or (D) the emission, discharge, release or threatened release of Hazardous Materials into the environment.

9. Grantee shall protect, defend (with counsel acceptable to Grantor) indemnify and save harmless Grantor and its agents, employees, officers and directors, from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against the foregoing indemnitees, or any of them, by reason of claims, losses, damages, response costs, clean-up costs and expenses arising out of or in any way relating to the post-Effective Date disturbance, release or exacerbation of any Hazardous Materials that may be over, beneath, in, upon or emanate from the Property as of the Effective Date, the post-Effective Date flow or diversion of surface water or ground water that may be over, beneath, in, upon or emanate from the Property, as well as any post-Effective Date introduction of Hazardous Materials, over, beneath, in or upon the Property, including without limitation, (i) claims of third parties (including, but not limited to, governmental entities) for damages, penalties, response costs, clean-up costs, injunctive or other relief; (ii) costs and expenses of removal and restoration, including fees and costs of attorneys and experts, and costs of reporting the existence of Hazardous Materials to any governmental agency; and (iii) any and all expenses or obligations, including, without limitation, reasonable attorneys' fees and costs, witness fees, deposition costs, copying and telephone charges and other expenses, all of which shall be paid by Grantee when incurred. In case any action, suit or proceeding is brought against the foregoing indemnitees, or any of them, by reason of any occurrence provided for in this Deed Restriction, at the election of Grantor, Grantee shall, at Grantee's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended, provided nothing contained herein shall limit Grantee's liability to Grantor for reimbursement of Grantor's expenses in resisting and defending any such action, suit or proceeding, as provided herein. Notwithstanding anything contained herein to the contrary, in the event any environmental-related claim shall be asserted by any third party against Grantor or its agents, employees, officers or directors, Grantor shall have the right, in its sole discretion, to defend against such claim and to conduct any necessary investigation and removal or remedial actions, and shall, in any event, have the right to review, comment on and approve all actions forming the basis of costs hereunder. Grantee shall reimburse Grantor for the costs incurred by Grantor or any of the other indemnitees hereunder in the event any claim shall relate to claims, losses, damages, response costs, clean-up costs and expenses arising out of or in any way related to the post-Effective Date disturbance, release, or exacerbation of any Hazardous Materials that may be over, beneath, in, upon or emanate from the Property, the post-Effective Date flow or diversion of surface water or ground water that may be over, beneath, in, upon or emanate from the Property, as well as the post-Effective Date introduction of Hazardous Materials over, beneath, in or upon the Property, as provided herein.

10. Grantee hereby forever discharges, generally releases, acquits and waives Grantor and each of its past, present and future shareholders, directors, employees, officers, affiliates, parents, entities, beneficiaries, subsidiaries, heirs, successors, predecessors, assigns, administrators, representatives, attorneys, insurers, and agents (collectively the "Released Parties"), from all claims and actions, known or unknown, matured or unmatured, suspected or unsuspected, claimed or unclaimed, asserted or unasserted, inchoate or not inchoate, liquidated or unliquidated, contingent or determined, or any combination thereof, in law or in equity or any

combination thereof, in contract, in tort, statutory or otherwise, arising under federal, state, local or any other law or regulation, including all Environmental Laws, that Grantee now has, has ever had, or may have in the future, by reason of any matter, act or omission in connection with, arising from, or in any way relating to, including but not limited to the environmental conditions at the Property, Grantor's Property and the real property owned by Grantee or Grantee's Managing Member, Russell A. Wilson ("Wilson"), and legally described in Exhibit C-2 attached hereto (collectively the "Released Claims"), said properties herein being collectively referred to as the "Released Properties." Grantee hereby represents and warrants to Grantor that Grantee or Wilson, is the owner of the real property legally described in Exhibit C-2 attached hereto. On and after the Effective Date, Grantee hereby promises, covenants and agrees not to initiate, file or otherwise commence, assert, bring, join, intervene in, participate in or maintain against the Released Parties in any court, agency, or other tribunal in any jurisdiction, either directly or indirectly, any claim, demand, action, liability, or other claim, for relief and remuneration whatsoever, known or unknown, matured or unmatured, suspected or unsuspected, claimed or unclaimed, asserted or unasserted, inchoate or not inchoate, liquidated or unliquidated, contingent or determined, or any combination thereof, in law or in equity or any combination thereof, in contract, in tort or otherwise statutory, arising under federal, state, local or any other law or regulation, including all Environmental Laws, which Grantee now has, has ever had, or may have in the future in connection with, arising from, or in any way relating to the Released Claims.

11. In the event that Grantee commits any material breach or default with respect to any of its obligations set forth herein, Grantor shall furnish to Grantee written notice of such breach or default, whereupon Grantee shall cure the same within thirty (30) days following the date of such notice; provided, however, that if such breach or default is not susceptible of being cured within said 30-day period due to circumstances beyond the reasonable control of Grantee, then, so long as (i) Grantee has submitted to Grantor such documentation as shall be acceptable to Grantor specifying the reason for Grantee's inability to cure such breach or default within said 30-day period together with Grantee's intended course of action to cure the same, and (ii) Grantee continuously and diligently prosecutes such cure to completion, then such 30-day period shall be extended to allow Grantee to so cure such breach or default, but in no event shall the same be extended by more than 150 days. If Grantee fails or refuses to cure such breach or default as aforesaid, then Grantor shall have the right, *inter alia* (but not the obligation), to compel Grantee to transfer and revert possession and fee simple title to the Property back to Grantor on and subject to the terms and conditions set forth in this Paragraph 11. If Grantor so elects to exercise its right to compel Grantee to transfer and revert possession and fee simple title to the Property to Grantor (the "Reverter Right"), then such transfer (the "Transfer") shall occur on the date which is fifteen (15) business days following the date on which Grantor furnishes to Grantee written notice of Grantor's exercise of the Reverter Right. As consideration for the Transfer, Grantor shall pay to Grantee the purchase price of Ninety Five Thousand and No/100 Dollars ($95,000.00), plus or minus prorations including prepaid service contracts, real estate taxes and other similar items. All unpaid real estate taxes shall be prorated on the basis of the most recently issued tax bill. Grantee shall transfer title to the Property to Grantor on the date of the Transfer by special warranty deed, and such title shall be in the same condition as existed on the date of the original sale of the Property from Grantor to Grantee, subject only to the permitted exceptions set forth in Exhibit B to this Deed. Grantee, at Grantee's sole cost and expense, shall provide to Grantor on the date of the Transfer with a owner's title insurance policy

(ALTA Form 1970-B, as amended, or 1987, if available) issued by First American Title Insurance Company (the "Title Company"), in the full amount of the consideration for the Transfer set forth above. The Transfer shall take place at the office of the Title Company, through a deed and money escrow in accordance with the provisions of the form of deed and money escrow agreement then in use by the Title Company. All closing costs (including escrow fees), recording fees and state and local transfer taxes shall be paid by Grantee. Grantor shall obtain sole and exclusive possession of the Property upon consummation of the Transfer. By executing these Deed Restrictions individually, Wilson hereby personally guarantees all of the duties, obligations and liabilities of Grantee contained in these Deed Restrictions including, without limitation, the obligations of Grantee contained in this Paragraph 11. In no event shall the Reverter Right, or Grantor's election to exercise the same, constitute the limit of liability of Grantee and/or Wilson for a breach or default of any of the provisions of these Deed Restrictions; provided, however, neither Grantee nor Wilson shall have any liability to Grantor hereunder with respect to Hazardous Materials discharged or emanating from Grantor's Property unless such discharge or emanation was caused by Grantee or Wilson, whether as a result of a breach or default by said parties under these Deed Restrictions or otherwise.

12. The Deed Restrictions described herein shall run with the Property (and any subdivided or separately deeded portion thereof) and shall be binding upon Grantee, its grantees, and their respective successors, assigns, affiliates, executors, personal representatives and heirs, and each owner, tenant or occupant of the Property (and any subdivided or separately deeded portion thereof). The rights and benefits of these Deed Restrictions shall inure to the benefit of Grantor, its grantees, and their respective successors, assigns, affiliates, executors, personal representatives and heirs.

13. In the event any provision of these Deed Restrictions is violated, Grantor, its successors and assigns shall have the right to every remedy, either public or private, available at law or in equity against Grantee, its heirs, representatives, successors and assigns and any tenant, licensee or occupant of all or any portion of the Property, in addition to any right or remedy provided for herein. In any legal or equitable proceedings for the enforcement of these Deed Restrictions or to restrain a breach thereof, the party or parties against whom the judgment is entered shall pay the reasonable attorney's fees and costs of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceedings. The terms and provisions of these Deed Restrictions shall be specifically enforceable against Grantee, its grantees, and their respective successors, assigns, affiliates, executors, personal representatives and heirs and any owner, tenant, licensee or occupant of all or any portion of the Property. All remedies provided under these Deed Restrictions including, without limitation, those at law or in equity, shall be cumulative and not exclusive. The failure of a party having a right to enforce these Deed Restrictions to do so shall not be deemed a waiver of the right of any other party having such right nor a waiver to do so for a subsequent breach or the right to enforce any other provisions of these Deed Restrictions. No party having the right to enforce these Deed Restrictions shall be liable for failure to enforce these Deed Restrictions. If any term or provision of these Deed Restrictions shall be unenforceable or invalid to any extent, the remaining terms and provisions of these Deed Restrictions shall not be affected thereby.

14. Except as expressly set forth above, the foregoing Deed Restrictions shall continue in full force and effect for a period of ninety-nine (99) years from the date hereof;

provided, however, if and to the extent that any of the reservations or covenants herein would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provisions concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive the class of persons consisting of all of the lawful descendants of the current U.S. President George W. Bush, living as of the date of these Deed Restrictions.

Grantee:

RELIABLE TRANSPORTATION SPECIALISTS, LLC

Russell A. Wilson, its Managing Member

Russell A. Wilson, individually

EXHIBIT C-1

Grantor's Property

Legal Description

That part of the Northwest ¼ of Section 20, in Town 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said ¼ Section; thence South 0° 20' 30" West along the West line of said ¼ Section 398 feet to the place of beginning; continuing thence along the West line of said ¼ Section 512.86 feet to a point; thence North 89° 50' 40" East 382.10 feet to a point on a curve and the Westerly line of the Right-of-Way of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company; thence along the arc and said Right-of-Way line 514.78 feet; thence West and parallel to the North line of said ¼ Section 427.43 feet to a place of beginning.

Tax Key No. 579-9961-100-3

Address: 4000 S. 13th Street
Milwaukee, Wisconsin

1516050_5

EXHIBIT C-2

Legal Description of Real Property Owned by Grantee or its Managing Member, Russell A. Wilson

Parcel 1 of Certified Survey Map No. 4337 being a division of a part of the Northwest ¼ of Section 20, Town 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key No. 579-0171-9

Address: 3940 S. 13th Street
Milwaukee, Wisconsin

1516050_5

Attachment 3

DNR Factsheet: RR 819, Continuing Obligations for Environmental Protection

Remediation and Redevelopment Program June 2017

Continuing Obligations for Environmental Protection
Responsibilities of Wisconsin Property Owners
Wis. Stat. § 292.12

Purpose
This fact sheet is intended to help property owners understand their legal requirements under s. 292.12, Wis. Stats., regarding continuing obligations that arise due to the environmental condition of their property.

Introduction

The term "continuing obligations" refers to certain actions for which property owners are responsible following a completed environmental cleanup. They are sometimes called environmental land use controls or institutional controls. These legal obligations, such as a requirement to maintain pavement over contaminated soil, are most often found in a cleanup approval letter from the state.

Less commonly, a continuing obligation may apply where a cleanup is not yet completed but a cleanup plan has been approved, or at a property owned by a local government that is exempt from certain cleanup requirements.

What Are Continuing Obligations?

Continuing obligations are legal requirements designed to protect public health and the environment in regard to contamination that remains on a property.

Continuing obligations still apply after a property is sold. Each new owner is responsible for complying with the continuing obligations.

Background

Wisconsin, like most states, allows some contamination to remain after cleanup of soil or groundwater contamination (residual contamination). This minimizes the transportation of contamination and reduces cleanup costs while still ensuring that public health and the environment are protected.

The Department of Natural Resources (DNR), through its Remediation and Redevelopment (RR) Program, places sites or properties with residual contamination on a public database in order to provide notice to interested parties about the residual contamination and any associated continuing obligations. Please see the "Public Information" section on page 3 to learn more about the database. (Prior to June 3, 2006, the state used deed restrictions recorded at county courthouses to establish continuing obligations, and those deed restrictions have also been added into the database.)

Types of Continuing Obligations

1. **Manage Contaminated Soil that is Excavated**

   If the property owner intends to dig up an area with contaminated soil, the owner must ensure that proper soil sampling, followed by appropriate treatment or disposal, takes place. Managing contaminated soil must be done in compliance with state law and is usually done under the guidance of a private environmental professional.

2. Manage Construction of Water Supply Wells

If there is soil or groundwater contamination and the property owner plans to construct or reconstruct a water supply well, the owner must obtain prior DNR approval to ensure that well construction is designed to protect the water supply from contamination.

Other Types of Continuing Obligations

Some continuing obligations are designed specifically for conditions on individual properties. Examples include:

- keeping clean soil and vegetation over contaminated soil;
- keeping an asphalt "cover" over contaminated soil or groundwater;
- maintaining a vapor venting system; and
- notifying the state if a structural impediment (e.g. building) that restricted the cleanup is removed. The owner may then need to conduct additional state-approved environmental work.

It is common for properties with approved cleanups to have continuing obligations because the DNR generally does not require removal of all contamination.

Property owners with the types of continuing obligations described above will find these requirements described in the state's cleanup approval letter or cleanup plan approval, and *must*:

- comply with these property-specific requirements; and
- obtain the state's permission before changing portions of the property where these requirements apply.

The requirements apply whether or not the person owned the property at the time that the continuing obligations were placed on the property.

Changing a Continuing Obligation

A property owner has the option to modify a continuing obligation if environmental conditions change. For example, petroleum contamination can degrade over time and property owners may collect new samples showing that residual contamination is gone. They may then request that the DNR modify or remove a continuing obligation. Fees are required for the DNR's review of this request and for processing the change to the database ($1050 review fee, $300/$350 database fee). Fees are subject to change; current fees are found in Wis. Admin. § NR 749 online at http://docs.legis.wisconsin.gov/code/admin_code/nr/700/749.

Public Information

The DNR provides public information about continuing obligations on the Internet. This information helps property owners, purchasers, lessees and lenders understand legal requirements that apply to a property. The DNR has a comprehensive database of contaminated and cleaned up sites, *BRRTS on the Web*. This database shows all contamination activities known to the DNR. Site specific documents are found under the *Documents* section. The information includes maps, deeds, contaminant data and the state's closure letter. The closure letter states that no additional environmental cleanup is needed for past contamination and includes information on property-specific continuing obligations. If a cleanup has not been completed, the state's approval of the remedial action plan will contain the information about

continuing obligations.

Properties with continuing obligations can generally be located in the DNR's *RR Sites Map*. RR Sites Map provides a map view of contaminated and cleaned up sites, including sites with continuing obligations, and links to BRRTS on the Web. *BRRTS on the Web* and *RR Sites Map* are part of the Wisconsin Remediation and Redevelopment Database (WRRD) at http://dnr.wi.gov/topic/Brownfields/wrrd.html.

If a completed cleanup is shown in *BRRTS on the Web* but the site documents cannot be found in the documents section, the DNR's closure letter can still be obtained from a regional office. For assistance, please contact a DNR Environmental Program Associate (see the RR Program's Staff Contact web page at dnr.wi.gov/topic/Brownfields/Contact.html).

Off-Site Contamination: When Continuing Obligations Cross the Property Line

An off-site property owner is someone who owns property that has been affected by contamination that moved through soil, sediment or groundwater from another property. Wis. Stat. § 292.13 provides an exemption from environmental cleanup requirements for owners of "off-site" properties. The DNR will generally not ask off-site property owners to investigate or clean up contamination that came from a different property, as long as the property owner allows access to his or her property so that others who are responsible for the contamination may complete the cleanup.

However, off-site property owners are legally obligated to comply with continuing obligations on their property, even though they did not cause the contamination. For example, if the state approved a cleanup where the person responsible for the contamination placed clean soil over contamination on an off-site property, the owner of the off-site property must either keep that soil in place or obtain state approval before disturbing it.

Property owners and others should check the *Public Information* section above if they need to:

- determine whether and where continuing obligations exist on a property;
- review the inspection, maintenance and reporting requirements, and
- contact the DNR regarding changing that portion of the property. The person to contact is the person that approved the closure or remedial action plan.

Option for an Off-Site Liability Exemption Letter

In general, owners of off-site properties have a legal exemption from environmental cleanup requirements. This exemption does not require a state approval letter. Nonetheless, they may request a property-specific liability exemption letter from the DNR if they have enough information to show that the source of the contamination is not on their property. This letter may be helpful in real estate transactions. The fee for this letter is $700 under Chapter NR 749, Wis. Adm. Code. For more information about this option, please see the RR Program's Liability web page at dnr.wi.gov/topic/Brownfields/Liability.html.

Legal Obligations of Off-Site Property Owners

- Allow access so the person cleaning up the contamination may work on the off-site property (unless the off-site owner completes the cleanup independently).
- Comply with any required continuing obligations on the off-site property.

Required Notifications to Off-Site Property Owners

1. The person responsible for cleaning up contamination must notify affected property owners of any proposed continuing obligations on their off-site property **before** asking the DNR to approve the cleanup. This is required by law and allows the off-site owners to provide the DNR with any technical information that may be relevant to the cleanup approval.

   When circumstances are appropriate, an off-site neighbor and the person responsible for the cleanup may enter into a "legally enforceable agreement" (i.e. a contract). Under this type of private agreement, the person responsible for the contamination may also take responsibility for maintaining a continuing obligation on an off-site property. This agreement would not automatically transfer to future owners of the off-site property. The state is not a party to the agreement and cannot enforce it.

2. If a cleanup proposal that includes off-site continuing obligations is approved, the DNR will send a letter to the off-site owners detailing the continuing obligations that are required for their property. Property owners should inform anyone interested in buying their property about maintaining these continuing obligations. For residential property, this would be part of the real estate disclosure obligation.

More Information

For more information, please visit the RR Program's Continuing Obligations website at dnr.wi.gov/topic/Brownfields/Residual.html.

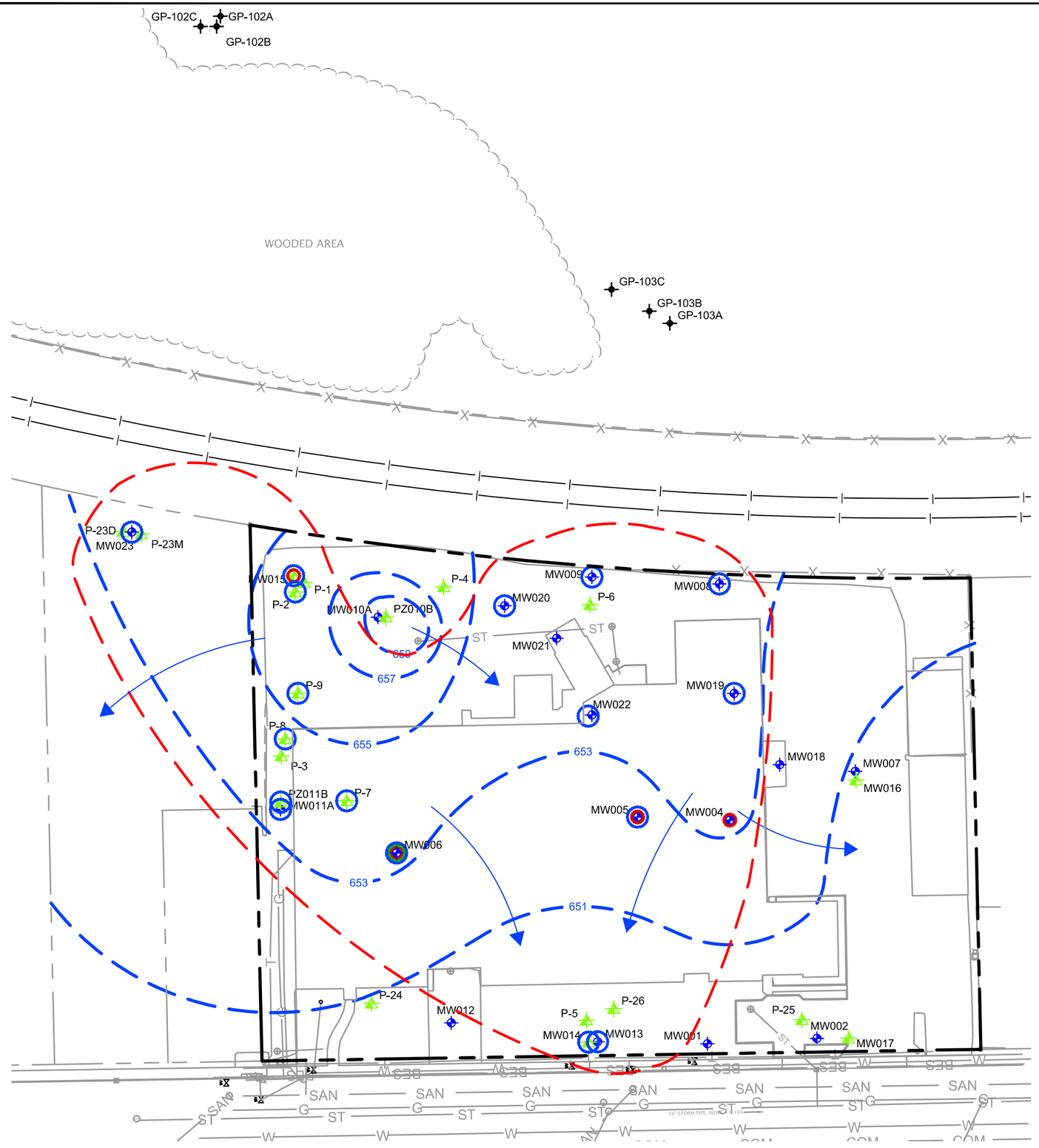
This document is intended solely as guidance and does not contain any mandatory requirements except where requirements found in statute or administrative rule are referenced. This guidance does not establish or affect legal rights or obligations and is not finally determinative of any of the issues addressed. This guidance does not create any rights enforceable by any party in litigation with the State of Wisconsin or the Department of Natural Resources. Any regulatory decisions made by the Department of Natural Resources in any matter addressed by this guidance will be made by applying the governing statutes and administrative rules to the relevant facts.

The Wisconsin Department of Natural Resources provides equal opportunity in its employment, programs, services, and functions under an Affirmative Action Plan. If you have any questions, please write to Chief, Public Civil Rights, Office of Civil Rights, U.S. Department of the Interior, 1849 C. Street, NW, Washington, D.C. 20240.

This publication is available in alternative format (large print, Braille, etc.) upon request. Please call for more information. Note: If you need technical assistance or more information, call the Accessibility Coordinator at 608-267-7490 / TTY Access via relay - 711

Attachment 4

Groundwater Isoconcentration Map



SCALE IN FEET

0 80'

LEGEND

- APPROXIMATE SITE PROPERTY LINE
- APPROXIMATE ADJACENT PROPERTY LINES
- P-7 — APPROXIMATE PIEZOMETER LOCATION
- MW005 — APPROXIMATE MONITORING WELL LOCATION
- GP-103A — APPROXIMATE OFF-SITE TEMPORARY GROUNDWATER SAMPLING POINT LOCATION
- TCE > NR 140 ES
- CIS-1,2-DCE > NR 140 ES
- VC > NR 140 ES
- ESTIMATED EXTENT OF GROUNDWATER IMPACTS > NR 140 ESs
- GROUNDWATER FLOW DIRECTION
- 651 — GROUNDWATER ELEVATION CONTOUR

NOTES

DCE - DICHLOROETHENE
ES - ENFORCEMENT STANDARD
TCE - TRICHLOROETHENE
VC - VINYL CHLORIDE

Geosyntec consultants

CLIENT:	SCHNEIDER ELECTRIC
PROJECT:	ERIE MANUFACTURING COMPANY SITE 4000 SOUTH 13th STREET MILWAUKEE, WISCONSIN
TITLE:	GROUNDWATER ISOCONCENTRATION
PROJECT: CHW8232	FIGURE: B.3.b.1
DATE: 8/17/2018	FILE NO.: 1808ERIE108

Attachment 5

DNR Factsheet: RR 671, Using Natural Attenuation to Clean Up Contaminated Groundwater: What Landowners Should Know

Using Natural Attenuation to Clean Up Contaminated Groundwater:
What Landowners Should Know

RR-671 December 2016

What Is Natural Attenuation?
Natural attenuation makes use of natural processes in soil and groundwater to contain the spread of contamination and to reduce the amount of contamination from chemical releases.

Natural attenuation is an *in-situ* treatment method. This means that contaminants are left in place while natural attenuation works on them. Natural attenuation is relied upon to clean up contamination that remains after the source of the contamination is removed. An example of a source of contamination would be a leaking underground petroleum tank.

How Does Natural Attenuation Work?
Natural attenuation processes work at many sites, but the rate and degree of effectiveness varies from property to property, depending upon the type of contaminants present and the physical, chemical and biological characteristics of the soil and groundwater.

Natural attenuation processes can be divided into two broad categories – destructive and non-destructive. Destructive processes destroy contaminants. The most common destructive process is **biodegradation**.

Non-destructive processes do not destroy the contaminant, but reduce contaminant concentrations in groundwater through **dilution**, **dispersion** or **adsorption**.

Biodegradation
Biodegradation is a process in which micro-organisms that naturally occur in soil and groundwater (e.g. yeast, fungi, or bacteria), break down, or degrade hazardous substances to less toxic or non-toxic substances. Microorganisms, like humans, eat and digest organic compounds for nutrition and energy (organic compounds contain carbon and hydrogen atoms).

Some types of microorganisms can digest organic substances such as fuels or solvents that are hazardous to humans. Microorganisms break down the organic contaminants into harmless products – mainly carbon dioxide and water. Once the contaminants are degraded, the microorganism populations decline because they have used their food sources. These small populations of microorganisms pose no contaminant or health risk.

Many organic contaminants, like petroleum, can be biodegraded by microorganisms in the underground environment. For example, biodegradation processes can effectively cleanse soil and groundwater of hydrocarbon fuels such as gasoline and benzene, toluene, ethylbenzene, and xylene – known as the BTEX compounds, under certain conditions.

Biodegradation can also breakdown other contaminants in groundwater such as trichloroethylene (TCE), a chlorinated solvent used in metal cleaning. However, the processes involved are harder to predict and are less effective at contaminant removal compared to petroleum-contaminated sites.

Wisconsin Department of Natural Resources
P.O. Box 7921, Madison, WI 53707
dnr.wi.gov, search “brownfield”

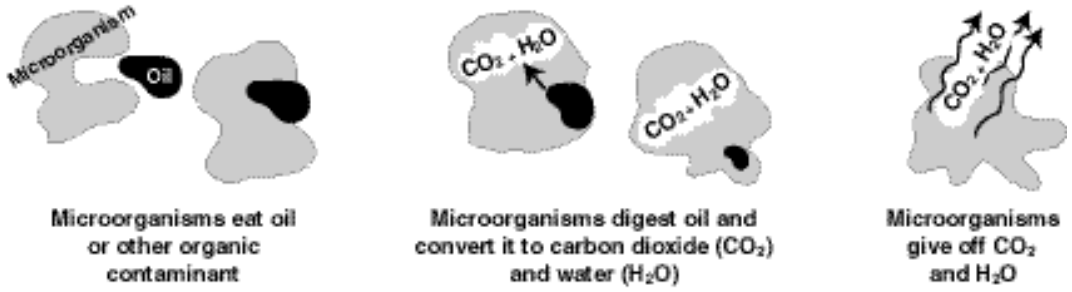


Figure 1. Schematic Diagram of Aerobic Biodegradation in Soil

Dilution and Dispersion

The effects of dilution and dispersion reduce contaminant concentrations but do not destroy contaminants. Clean water from the surface seeps underground to mix with and dilute contaminated groundwater.

Other processes that lead to reduced concentrations of contaminants include clean groundwater flowing into contaminated areas, and the dispersion of pollutants as they spread out and away from the main path of the contaminated plume.

Adsorption

Adsorption occurs when contaminants attach or "sorb" to underground particles. Most oily substances (like petroleum compounds) repel water and escape from the groundwater by attaching to organic matter and clay minerals in the subsurface.

This process holds back or retards contaminant movement and reduces the concentration of contaminants in the groundwater. However, like dilution and dispersion, adsorption does not destroy contaminants.

Why Consider Natural Attenuation To Clean Up Soil And Groundwater?

In certain situations, natural attenuation is an effective, inexpensive cleanup option and the most appropriate way to remediate some contamination problems. Natural attenuation focuses on confirming and monitoring natural remediation processes rather than relying on engineered or "active" technologies (such as pumping groundwater, treating it above ground, then disposing of the treated water).

Contaminants from petroleum are good candidates for natural attenuation because they are among the most easily destroyed by biodegradation. Natural attenuation is non-invasive, which allows treatment to go on below ground, while the surface can continue to be used.

Natural attenuation can also be less costly than active engineered treatment options, and requires no special equipment, energy source, or disposal of treated soil or groundwater.

Will Natural Attenuation Work At My Property?

Whether natural attenuation will work at a particular location is determined by investigating the soil and groundwater. These investigations determine the type of contaminants present, the levels of contamination, and the physical and chemical conditions that lead to biodegradation of the contaminants.

In order to rely on natural attenuation, responsible parties are required to confirm that natural attenuation processes are working by monitoring the soil and groundwater over a period of time to show that the contaminant concentrations are decreasing and that the contamination is no longer spreading.

Those conducting the cleanup need to know whether natural attenuation, or any proposed remedy, will reduce the contaminant concentrations in the soil and groundwater to legally acceptable limits within a reasonable period of time.

Natural attenuation may be an acceptable option for sites where active remediation has occurred and has reduced the concentration of contaminants (for instance, removing leaking underground tanks and contaminated soil).

However, natural attenuation is not an appropriate option at all sites. If the contamination has affected a drinking water well, or has entered a stream or lake, active cleanup options may be necessary to make sure people and the environment are protected from direct contact with the contamination.

The speed or rate of natural attenuation processes is typically slow. Monitoring is necessary to show that concentrations decrease at a sufficient rate to ensure that contaminants will not become a health threat in the future.

Closure Of Contaminated Sites Using Natural Attenuation As A Final Remedy

When contamination is discovered at a property (such as a gas station with leaking underground tanks), the person who is responsible for causing the contamination, and persons having possession or control of hazardous substances that have been discharged, have the responsibility to remove the source of contamination and investigate and clean up the contamination that has escaped into the soil and groundwater.

The contaminant release must be reported to the Wisconsin Department of Natural Resources (DNR) and the site investigation and cleanup are overseen by a state agency. Depending on the type of contaminant, the oversight agency could be the Department of Agriculture, Trade and Consumer Protection or Department of Natural Resources.

When the cleanup has complied with state standards, the person responsible for the contamination will ask the state agency for closure of the case. If natural attenuation is relied upon to finish cleaning up a contaminated property after closure, the responsible person will need to show that contaminant concentrations are not spreading, that contaminant concentrations are stable or decreasing, and that the concentrations will decrease in the future until state groundwater standards are met.

Because natural attenuation processes are slow, it may take many years before the properties with contamination are clean. State rules require that all owners of properties where groundwater contamination has spread must be informed of the contamination below their property.

In addition, the properties with groundwater contamination exceeding state groundwater enforcement standards must be listed on a database to notify future owners and developers of the presence of contamination. If future monitoring occurs and shows that natural attenuation processes have removed the contaminants to state-required cleanup levels, then the properties can be removed from the database.

The state agency will grant closure if the site investigation and monitoring shows that natural attenuation will clean up groundwater to state standards within a reasonable period of time. All state rules for cleanup must be met and the person who is responsible for the contamination must comply with all conditions of the state's closure approval.

Publications

The following publications provide additional information on natural attenuation. Websites where these can be downloaded free of charge are also listed.

- *A Citizen's Guide to Bioremediation*, September 2012, EPA 542-F-12-003; https://www.epa.gov/sites/production/files/2015-04/documents/a_citizens_guide_to_bioremediation.pdf

- *Commonly Asked Questions Regarding the Use of Natural Attenuation for Petroleum-Contaminated Sites at Federal Facilities*, www.clu-in.org/download/techfocus/na/na-petrol.pdf

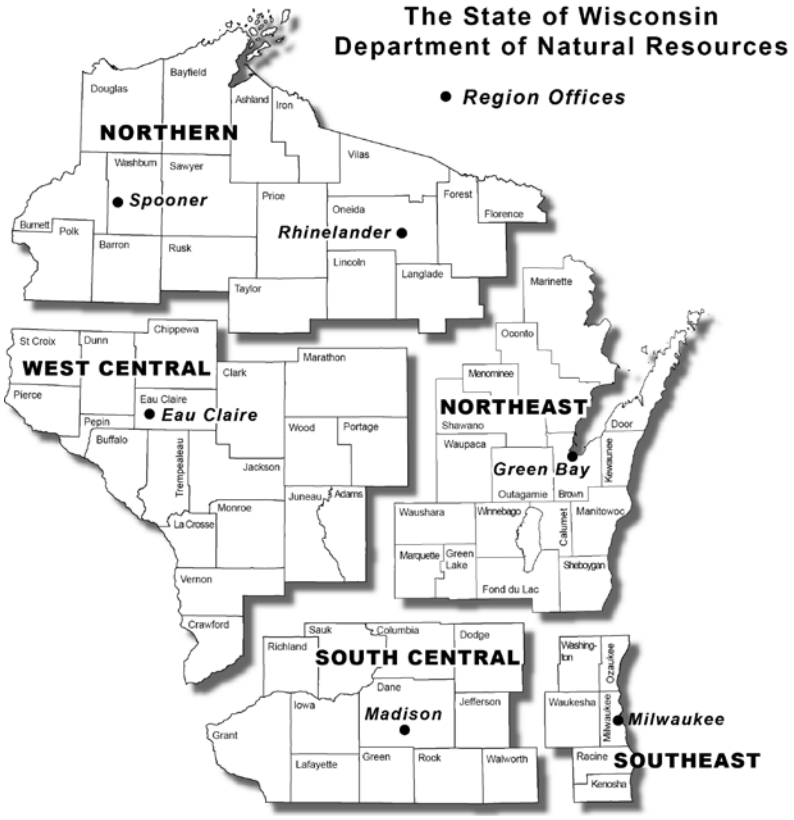
- *Monitored Natural Attenuation of Petroleum Hydrocarbons: U.S. EPA Remedial Technology Fact Sheet*, May 1999, EPA 600-F-98-021; www.clu-in.org/download/remed/pet-hyd.pdf

- *Monitored Natural Attenuation of Chlorinated Solvents*, May 1999, EPA 600-F-98-0022; www.clu-in.org/download/remed/chl-solv.pdf

- *Guidance on Natural Attenuation for Petroleum Releases, WI DNR, Bureau for Remediation and Redevelopment*, March 2003, PUB-RR-614; dnr.wi.gov/files/PDF/pubs/rr/RR614.pdf

Contact Information

If you have questions about natural attenuation contact a DNR Environmental Program Associate (EPA) in your local DNR regional office. The EPA can direct you to a project manager.



Note: These are the Remediation and Redevelopment Program's designated regions. Other DNR program regional boundaries may be different.

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