RE: RR Information
Craig Melodia to: Crass, David A (22267) 04/20/2011 08:31 AM
Cc: "Braley, Juanita K (27521)"

Dave: I received all three files. Thanks to both you and Juanita for the quick response. I will call with any questions.

Craig

"Crass, David A (22267)" Craig: Juanita resent everything. Please... 04/19/2011 06:26:19 PM

From: "Crass, David A (22267)" <DACrass@michaelbest.com>
To: Craig Melodia/R5/USEPA/US@EPA, "Braley, Juanita K (27521)" <JKBraley@michaelbest.com>
Date: 04/19/2011 06:26 PM
Subject: RE: RR Information

Craig: Juanita resent everything. Please confirm receipt and let me know if you'd like to discuss at any point.

Dave

-----Original Message-----
From: Melodia.Craig@epamail.epa.gov [mailto:Melodia.Craig@epamail.epa.gov]
Sent: Tuesday, April 19, 2011 4:03 PM
To: Braley, Juanita K (27521); Crass, David A (22267)
Subject: Fw: RR Information

Dave, Juanita: Can you please forward the files to me again? Now that I'm back in the office I should be able to save them.

Thank you again,

Craig
----- Forwarded by Craig Melodia/R5/USEPA/US on 04/19/2011 04:01 PM

From: Craig Melodia/R5/USEPA/US

To: jkbraley@michaelbest.com

Cc: DACrass@michaelbest.com

Date: 04/08/2011 01:46 PM

Subject: RR Information

Junita: I apologize, but the files you sent exceeded my email capacity. I am not in the office so was unable to save the files and erase to access later. Please save the documents for later delivery after I'm back in the office. I will let you or Dave know when to send them again. Thank you and

sorry for the inconvenience.

Craig Melodia
USEPA

****

Unless otherwise expressly indicated, if this email, or any attachment hereto, contains advice concerning any federal tax issue or submission, please be advised that the advice was not intended or written to be used, and that it cannot be used, for the purpose of avoiding federal tax penalties.

The information contained in this communication may be confidential, is intended only for the use of the recipient(s) named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please return it to the sender immediately and delete the original message and any copy of it from your computer system. If you have any questions concerning this message, please contact the sender.

Re: Ashland: Questions about the RR information
Craig Melodia to: Crass, David A (22267) 04/07/2011 09:58 AM

Ok, thanks

"Crass, David A (22267)" Craig: got your vm. I'm travelling today. I... 04/07/2011 09:47:05 AM

From: "Crass, David A (22267)" <DACrass@michaelbest.com>
To: Craig Melodia/R5/USEPA/US@EPA
Date: 04/07/2011 09:47 AM
Subject: Re: Ashland: Questions about the RR information

Craig: got your vm. I'm travelling today. I will have Renee look into this and then call you tomorrow when I get back. Dave

----- Original Message -----
From: Melodia.Craig@epamail.epa.gov [mailto:Melodia.Craig@epamail.epa.gov]
Sent: Thursday, April 07, 2011 09:24 AM
To: Crass, David A (22267)
Subject: Ashland: Questions about the RR information

Dave: I just left you a vm but thought I'd send a note to fully explain. I have a question about the Canadian Pacific/Soo Line information you sent. That information states that in 1909 Soo Line entered into an agreement by which it leased all of Wisconsin Central's lines for a 99-year period and "In this manner, Soo Line acquired control of [WC] operating it as a separate division." To support that conclusion you cite "Suprey (1962). p. 12" "Dorin (1979). p. 16" and "1909 and 1910 Annual Reports of Minneapolis, St. Paul & Sault Ste. Marie Railroad." I am wondering if you have these documents and can forward or perhaps give me a better description of the documents so I can obtain them. Are the Annual Reports in the Canadian National response to EPA's information request? As I understand the information you sent, the first issue is whether Soo Line owned or operated at the time of disposal through leasing the WC? Second issue, assuming an affirmative answer to the first issue, is whether Soo Line retained the owner/operator liability or when it sold the WC lines to Wisconsin Central Ltd. in 1987? If you have time to discuss please call.

Thank you,

Craig
(312) 353-8870

****

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Melodia

3/21/11

03-73

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

2 1 MAR 2011

REPLY TO THE ATTENTION OF:

SRC-7J

Mr. Richard C. Yde
Government Law Team Leader
Stafford Rosenbaum LLP
222 West Washington Ave., Suite 900
P.O. Box 1784
Madison, WI 53701-1784

Re: Freedom of Information Act
FOI Number: 05-FOI-00602-11
Site/Project/File Number: Allocation Report: Ashland/Northern States Power Lakefront Superfund Site, Wisconsin.

Dear Mr. Yde:

This letter serves as the Superfund Division's response to your Freedom of Information Act (FOIA) request to the U.S. Environmental Protection Agency dated March 1, 2011.

The following checked statement applies to the appropriate fees for the processing of your request:

(X) No charge is applicable for processing your request because the cost does not exceed the $14.00 minimum.

( ) This request meets the Fee reduction requirements. After reduction, the final cost does not exceed the $14.00 minimum. Therefore, no charge is applicable.

( ) Enclosed with this response is a Bill for Collection in the amount of $ _____ that covers the cost of search, review and/or photocopying the enclosed documents. This bill cannot be waived in the event the material is returned to EPA. The charges were confirmed on _____.

( ) This request meets the Fee Waiver requirements.

Superfund public dockets and Administrative Records may be obtained at the Superfund Record Center located at the EPA office in Room 711. The Record Center is open to the public Monday through Friday 8:00 am to 4: 00 pm. These documents can also be found online at http://www.epa.gov/region5superfund/sfd_foia.htm.

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You may appeal this response to the National Freedom of Information Officer, U.S. EPA, FOIA and Privacy Branch, 1200 Pennsylvania Avenue, N.W. (2822T), Washington, DC 20460 (U.S. Postal Service Only), FAX: (202) 566-2147, E-mail: hq.foia@epa.gov. Only items mailed through the United States Postal Service may be delivered to 1200 Pennsylvania Avenue, NW. If you are submitting your appeal via hand delivery, courier service or overnight delivery, you must address your correspondence to 1301 Constitution Avenue, N.W., Room 6416J, Washington, DC 20004. Your appeal must be made in writing, and it must be submitted no later than 30 calendar days from the date of this letter. The Agency will not consider appeals received after the 30 calendar day limit. The appeal letter should include the FOI Number listed above. For quickest possible handling, the appeal letter and its envelope should be marked "Freedom of Information Act Appeal."

In an effort to improve our service to you, we are conducting a survey. Please complete the enclosed Customer Service Card and return it to us.

Should you need additional assistance regarding this FOIA request, you may contact me at (312) 886-6229. All other matters should be directed to Evette Jones, Acting Chief, Enforcement Services Section #3 at (312) 886-7572.

Sincerely,

Helen Mays

Helen Mays
FOIA Specialist for Wisconsin
Enforcement Services Section #3
Superfund Division

Enclosures

cc: Region 5 FOIA Office, MRI-9J
FOIA File
ORC-C14J, Craig Melodia

DOCUMENTS TO THE REQUESTOR

1. Memorandum from Kurt Herman, to Kristen Shults Carney, David A. Crass, and Michael Best & Friedrich, LLP. A follow-up to the June 21, 2010 meeting with U.S. EPA Region V regarding the Ashland Allocation Report.
   Dated August 4, 2010
   9 pages

2. 1 CD-ROM , Allocation Report Ashland NSP Lakefront Superfund Site
   Dated June 2, 2010

FOIA FEE CALCULATION WORKSHEET 05-FOI- 602-11

NAME Mays, Helen **DIVISION** SFD **PHONE** (312)886-6229

FEES BILLED TO REQUESTER BY FEE CATEGORY: (✓) **Commercial Use Request** (Charge for Search, Review and Duplication) ( ) **Education & Non-commercial Scientific Institution.** (Charge for Duplication excluding first 100 pages) ( ) **Representatives of the News Media** (Charge for Duplication excluding first 100 pages) ( ) **All Other** (Charge for Search excluding first 2 hours and Duplication excluding first 100 pages)

CHECK MORE THAN ONE BOX IF APPLICABLE ( ) Subject Matter Expert/Responder ( ) Clerical/Support Personnel ( ) Legal Personnel (Concurrence Review) ( ) Contractor Support ( ) Other (Please Specify)

I WORK ON FOIA (Check one)
( ) Part-Time (e.g., Collateral Duties)
(✓) Full-Time

21 MAR 2011

ADMINISTRATIVE COSTS - Actual cost of processing FOIA Request - NOT Billed @ charge per 15 min			COST BILLED TO REQUESTER-charge per 15 min (No bill issued for $14 or less)		
SEARCH TIME Use ACTUAL hourly rate from pay stub			SEARCH TIME Use fee rates below to bill requester		
RATE (Actual)	TIME	TOTAL	RATE (Billable)	TIME	TOTAL
		$	Clerical $4.00 per 1/4 hr		$
	1/4	$ 7.00	Professional $7.00 per 1/4 hr		$
		$	Managerial $10.25 per 1/4 hr		$
			Fee Reduction (Subtract 2 hours)		-$
TOTAL SEARCH (Actual Cost)		$	TOTAL SEARCH (Billable)		
REVIEW TIME @ Use ACTUAL hourly rate from pay stub			REVIEW TIME Use fee rates below to bill requester		
		$	Clerical $4.00 per 1/4 hr		$
		$	Professional $7.00 per 1/4 hr		$
		$	Managerial $10.25 per 1/4 hr		$
TOTAL REVIEW (Actual Cost)			TOTAL REVIEW (Billable)		
DUPLICATION			DUPLICATION	PAGES	TOTAL
Single sided $.15 per page	1	$ 0.15	Single sided $.15 per page		$
2 sided $.30 per page	4	$ 1.20	2 sided $.30 per page		$
Special - Actual Cost		$	Special - Actual Cost		$
Diskettes@ $ 1.00	1	1.00	Diskettes@ $ 1.00		
			Fee Reduction Subtract 100 Pages		-$
TOTAL DUPLICATION (Actual Cost)			TOTAL DUPLICATION (Billable)		$
Other Billable Cost			Other Billable Cost		
Computer Usage	Actual Cost	$	Computer Usage		$
Certification/Authentication	Actual Cost	$	Certification/Authentication		$
Nonbillable Costs - Use ACTUAL hourly rate from pay stub					
Response Preparation		$			
Telephone Calls		$			
ORC Concurrence		$			
Conduct File Review		$			
Mailing - Special costs		$	Mailing Special costs		$
TOTAL Actual Cost		$ 9.35	TOTAL Billable Cost		$ 0

NOTE: A COMPLETED COPY OF THIS WORK SHEET MUST BE SENT TO THE REGIONAL FOIA OFFICE (MI-9J) ALONG WITH THE REPLY LETTER. REPLIES MISSING COST INFO MAY APPEAR ON OVERDUE LIST.

03-73

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:

C-14J

March 8, 2011

VIA ELECTRONIC MAIL: dacrass@michaelbest.com

David A. Crass

Michael Best & Friedrich LLP

One South Pickney Street

Suite 700

Madison, WI 53703

Re: Ashland Lakefront Site

Dear Dave:

This is to provide you with notice that U.S. EPA has received a request under the Freedom of Information Act (FOIA) for the Gradient Allocation Report dated June 2, 2010, and the follow-up memorandum also from Gradient dated August 4, 2010. Both of these documents pertain to the Ashland Lakefront Site and were prepared for Northern State Power Company (NSP) and submitted to U.S. EPA. Both of these documents are marked "Confidential Communication; For Settlement Purposes Only" and in previous discussions you have stated your position that the documents should be exempt from release under FOIA as settlement communications.

Having received the FOIA request at issue, we have determined that there is no applicable exemption under FOIA for withholding the Allocation Report or memorandum and therefore we must produce it under applicable law.

As you know, Tom Benson and I forwarded a draft confidentiality agreement to you and counsel for the City of Ashland in order to attempt to protect settlement communications from release

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and foster discussions between NSP and the City. While, the confidentiality agreement has not been signed, as a courtesy I am providing you notice that I plan to release the documents within the next two weeks. Please call if you would like to discuss this further.

Sincerely,

Craig Melodia

Assistant Regional Counsel

Office of Regional Counsel

U.S. EPA Region 5

Cc: Thomas Benson, U.S. DOJ

Fw: Ashland Lakefront Correspondence
Craig Melodia to: dacrass 03/08/2011 01:56 PM
Cc: Thomas.Benson

FOIA-Xcel-Ltr-3-8-11.pdf
---- Forwarded by Craig Melodia/R5/USEPA/US on 03/08/2011 01:55 PM ----

From:	Craig Melodia/R5/USEPA/US
To:	dacrass@Michaelbest.com
Cc:	Thomas.Benson@usdoj.gov
Date:	03/08/2011 01:55 PM
Subject:	Ashland Lakefront Correspondence

Dave:

We received a Freedom of Information Act request for the Gradient allocation report and memo. Please see attached letter notifying you of the request and our obligation to release the documents. Please call if you'd like to discuss further.

Sincerely,

Craig Melodia
USEPA Region 5
(312) 353-8870

FREEDOM OF INFORMATION ACT REQUEST
05-FOI-00602-11

REQUESTER: Richard Yde

Request Date: March 01, 2011

COMPANY: Stafford Rosenbaum LLP
222 West Washington Avenue,
Suite 900
P.O. Box1784
Madison, WI 53701-1784

Received Date: March 02, 2011

Fee Category: Commercial

Due Date: March 30, 2011

Subject: "Allocation Report: Ashland/Northern States Lakefront Superfund Site

ASSIGNMENTS:
Superfund Division

SPECIAL INSTRUCTIONS:
FEE COMMITMENT IS $ 25

(2)
Mayo
3 3-11

Programs requiring ORC review, contact the site attorney. If there is no known site attorney, contact ORC Foia Coordinators Deloris Johnson (6 - 6806) or Penny Hubbard-Greene (3-3758) for an attorney assignment

SUPER

Ashland/Northern States Power Lakefront site
Richard Yde
to:
Group R5Foia
03/01/2011 03:26 PM
Cc:
"Ted Waskowski"
Hide Details
From: "Richard Yde" <RYDE@staffordlaw.com>

To: Group R5Foia/R5/USEPA/US@EPA

Cc: "Ted Waskowski" <TWASKOWSKI@staffordlaw.com>

1 Attachment

MAR 01 2011

image001.gif

I write to request a copy of a report provided to EPA by Xcel Energy or Northern States Power Company of Wisconsin about the above-referenced site and commonly referred to as "the allocation report." To assist you in locating it, I believe the report is dated June 2010, was done by Gradient Corporation, is titled "Allocation Report: Ashland NSP Lakefront Superfund Site" and was provided to Craig Melodia at Region 5 in July or August of 2010. This request includes any attachments to the report. An electronic copy will be acceptable if that is more convenient for you to provide. My contact information is below if you have any questions about this request. Thank you.

Richard C. Yde
Government Law Team Leader
Stafford Rosenbaum LLP
222 West Washington Avenue, Suite 900

MAR 01 2011

Opt-Out: **********

P.O. Box 1784
Madison, Wisconsin 53701-1784
608.259.2639
www.staffordlaw.com
StaffordRosenbaum

If you receive this e-mail in error, use or disclosure is prohibited. Please notify me of the error by e-mail and delete this e-mail. Thank you.

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Daniel P. Gustafson

222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, WI 53701-1784
dgustafson@staffordlaw.com
608.259.2647

May 7, 2010

Mr. Craig Melodia
Assistant Regional Counsel
USEPA – Region 5
77 West Jackson Blvd. (C-29A)
Chicago, IL 60604-3590

Re: NSP Lakefront Site, Ashland, Wisconsin

Dear Mr. Melodia:

As you know, our firm has been retained by the City of Ashland ("City"), to represent it with respect to the above-referenced NPL site ("Site"). This letter responds to Attorney David Crass's November 20, 2009 correspondence to you ("Crass Letter") on behalf of Northern States Power/Xcel Energy ("NSP").[1] In the Crass Letter, NSP asserts that the City does not qualify for the liability exemption for involuntary acquisitions by municipalities set forth in section 101(20)(D) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), and therefore should receive a special notice letter following the issuance of the Record of Decision by the EPA. We strongly disagree.

---

[1] While preparing this response, the City discovered information and documents not previously provided to you, which are responsive to the EPA's §104(e) request, The documents include two reports prepared by Greeley & Hansen Engineers in conjunction with construction of the Wastewater Treatment Plant ("WWTP"), and revised construction drawings for the WWTP, from the Fall of 1952. (See Exhibits F, I and J.) Accordingly, please consider this letter and those attachments as a supplemental response to the §104 (e) request.

Madison Office

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53045-5801

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Specifically, NSP argues that:

1. The City does not qualify, because its acquisition was not involuntary;
2. The City's actions have caused or contributed to the contamination at the Site; and
3. A special notice letter should be issued to the City.

We respond to each of these arguments in Sections II, III and IV, below.

I. Introduction

A. Legal Framework

The statutory provision in question, sometimes referred to as the "municipal involuntary acquisition exemption," is perhaps better described as an exclusion of certain parties from CERCLA's definition of *owner or operator*. The exclusion provides that:

> The term "owner or operator" does not include a unit of State or local government which acquired ownership or control involuntarily through bankruptcy, tax delinquency, abandonment, or other circumstances in which the government involuntarily acquires title by virtue of its function as sovereign.

CERCLA § 101(20)(D), 42 U.S.C. 9601(20)(D). The exclusion is limited, however, by the following sentence, which states:

> The exclusion provided under this paragraph shall not apply to any State or local government which has caused or contributed to the release or threatened release of a hazardous substance from the facility . . . .

Id. Although CERCLA itself does not define "involuntarily," the CERCLA Lender Rule ("Lender Rule") promulgated by the EPA in 1992 clarified the agency's interpretation of what constitutes an "involuntary acquisition" or "involuntary transfer" under section 101(20)(D), and the related affirmative defense to CERCLA liability set forth in section 101(35)(A). The Lender Rule provides that:

> (a) Governmental ownership or control of property by involuntary acquisitions or involuntary transfers within the meaning of CERCLA section 101(20)(D) or section 101(35)(A)(ii) includes, but is not limited to:

> (1) Acquisitions by or transfers to the government in its capacity as a sovereign, including transfers or acquisitions pursuant to abandonment proceedings, or as the result of tax delinquency, or escheat, or other circumstances in which the government involuntarily obtains ownership or control of property by virtue of its function as sovereign . . . .

40 C.F.R. § 300.1105(a).[2] The preamble to the Lender Rule provides further clarification, stating that the terms "involuntary acquisition or transfer," mean:

> any acquisition or transfer in which the government's interest in, and ultimate ownership of, a specific asset exists only because the conduct of a non-governmental party -- as in the case of abandonment or escheat -- gives rise to a statutory or common law right to property on behalf of the government.

57 Fed. Reg. 18372 (April 29, 1992).

NSP, focusing exclusively on the words "only because," argues that "[the City's] acquisition was made voluntarily and its interest in the property arose because it chose to acquire the property without legal compulsion to do so—its interest in the property did not arise only because of the actions of Schroeder Lumber." (Crass Letter at 4.) This argument ignores both the facts, and the law, and should be rejected by the EPA.

B. The Transactions

The City acquired the land now known as Kreher Park via two separate transactions. In 1942, it acquired the larger, eastern portion of the Park (including the highly contaminated "coal tar dump" area) via tax delinquency, from Ashland County, which had taken the property by tax deed from the John Schroeder Lumber Company ("Schroeder"). The City acquired the smaller, western portion of the Park from

[2] In *Kelley v. EPA*, the U.S. Court of Appeals for the District of Columbia Circuit vacated the CERCLA Lender Rule on the ground that EPA lacked authority to enact it. 15 F.3d 1100 (D.C. Cir. 1994), *reh'g denied*, 25 F.3d 1088 (D.C. Cir. 1994), *cert. denied*, *American Bankers Ass'n v. Kelley*, 513 U.S. 1110 (1995). In 1996, however, Congress enacted the Asset Conservation, Lender Liability, and Deposit Insurance Protection Act ("Asset Conservation Act"), which validated and reinstated section 300.1105. Pub. L. No. 104-208, § 2504, 110 Stat. 3009 (1996). EPA guidance prepared after the reinstatement of the rule provides that: "Similar to the preamble to any valid regulation, the preamble to the CERCLA Lender Rule will be looked to as authoritative guidance on the meaning of the portion of the Rule addressing involuntary acquisitions." U.S. EPA, Policy on Interpreting CERCLA Provisions Addressing Lenders and Involuntary Acquisitions by Government Entities (June 30, 1997).

Northland College in 1986, for the purpose of extending Ellis Avenue, and constructing a marina. The boundaries of the two acquisitions are shown on Exhibit A, which includes both current and historic aerial photos of the site.

Because the quit claim deed transferring the property from the County to the City in 1942 describes the property in terms of blocks and lots, the boundaries are drawn (in yellow) on Exhibit A as excluding the road and alley rights-of-way. In fact, the City already held an ownership interest in the roads and alleys as the result of a dedication when the land was platted in the late 19th century.[3]

The 1986 quit claim deed from Northland College to the City used a metes and bounds description, so the property acquired in that transaction is drawn (in red) as one large parcel, including the rights-of-way. It is important to note, however, that a quit claim deed can only transfer real property to which the grantor has title. Thus, the portions of the site that the City already owned (e.g., the public rights-of-way, and the east corner of the site where the two property descriptions overlap) were not actually included in the 1986 transaction. Likewise, although the 1986 boundary encompasses large portions of lakebed, all navigable waters are held in trust by the state of Wisconsin for the benefit of the public, and cannot be purchased or sold. *See,* Wis. Const. art. IX, § 1; *Muench v. PSC*, 261 Wis. 492, 53 N.W.2d 514 (1952). Therefore, in summary, the property acquired by the City in 1986 includes only those areas located above the ordinary high water mark that the City had not previously acquired.

C. Wisconsin Property Tax Law

Under Wisconsin law, assessment and collection of property taxes is a shared responsibility of the City and the County. *See, generally,* Wis. Stat. chs. 70, 74, 75. The City assesses the property, creates the tax roll and sends the tax bills. Wis. Stat. ch. 70. The City and the County both collect the taxes. Wis. Stat. ch. 74. In the event of nonpayment, the County may initiate tax delinquency proceedings, and ultimately, take the property for delinquent taxes. Wis. Stat. chs. 74, 75.

In the 1930s, the tax delinquency process was somewhat different than it is today. Each year, by the fourth Monday in April, the county treasurer was required to compile a list of all tax delinquent properties, and issue a public notice that, beginning on the second Tuesday in June, the properties would be sold at auction. Wis. Stat. § 74.33 (1931). At

[3] The City is not aware of any subsequent vacation of the original street rights-of way.

auction, the county treasurer was required to sell a portion of each property sufficient to pay the delinquent taxes. *Id.* § 74.39. If a tract of land could not be sold for the amount of the taxes, the statute provided that "the county treasurer shall bid off the same for the county for such amount." *Id.* § 74.42. In exchange for payment on the bid, the purchaser (or the county) would receive a tax certificate from the county treasurer. *Id.* § 74.46. Following a redemption period,[4] during which the tax-delinquent property owner could redeem the property by paying the back taxes with interest, the holder of the tax certificate could take the property by tax deed. *Id.* §§ 74.46, 75.01.

II. The City Qualifies for the Exemption in CERCLA §101(20)(D).

A. The City's 1942 Acquisition was "Involuntary."

In the early 1930s, Schroeder became delinquent in paying its property taxes. Ashland County Board minutes show that by 1939, the face value of the tax certificates held by the County was over $13,500, not including delinquent taxes for 1938. (Minutes, Feb. 22, 1939, pp. 147-48, Ex. B at 1-2.) The Board appointed a committee to evaluate the County's options and make a recommendation to the Board. (*Id.*) The committee determined that the Board essentially had two options: (1) take a tax deed to the property; or (2) offer the tax certificates for sale at public auction for less than face value. (*Id.*)[5] Because taking the property by tax deed would require demolition of the structures, and hiring a watchman to secure the property, the committee recommended the latter option to the County Board. (*Id.*)

Apparently, the Board disagreed with the committee's recommendation, because in March and April of 1939, the County made two apparently unsuccessful attempts to take the property by tax deed. (*See* Ex. B at 3-4.) In May, the committee reported to the County Board on the "possibility of sale or transfer of the Schroeder Mill Property, if and when the county secures a tax deed...." (Minutes, May 2, 1939, pp. 209-10, Ex. B, at 5-6.) The committee reported that it had investigated the possibility of selling the property

---

[4] Until 1933 the redemption period was three years. In 1933 the statute was amended to lengthen the redemption period to five years. 1933 Laws of Wis., ch. 244.

[5] The statute at that time directed county treasurers, unless directed otherwise by the county board, to "sell and transfer, by assignment, any tax certificates held by the county to any person offering to purchase the same for the amount for which the land described therein was sold. . . ." Wis. Stat. § 75.34(1) (1937). It also prohibited sales of tax certificates held by the county at less than face value without first publishing a public notice of intent to do so in a local newspaper for four consecutive weeks. Wis. Stat. § 75.34(2).

to private parties or to the City, and had promising leads, but unanimously recommended that the county offer to sell its interest in the property for $10,000, "with the city of Ashland being given first opportunity to purchase it at that figure, the amount in the event of the city's purchase being charged against the excess roll."[6] (*Id.*) If such an offer was extended, it appears that the City must have declined to acquire the property at that price.

On July 11, 1939, the County executed a tax deed to the property (Ex. B at 7). The minutes of the next County Board meeting include the following resolution:

> WHEREAS, Ashland County has taken deed to the Schroeder Lumber Co. Mill.
>
> BE IT RESOLVED by the Ashland County Board of Supervisors that the Schroed r (sic) Mill Committee be directed to salvage the Schroeder Saw Mill property also the planing mill property at once.

(Minutes, July 26, 1939, p. 267, Ex. B at 8.) Thereafter, the County apparently initiated an action for quiet title to the property, and Schroeder contested the validity of the tax deed. (*See,* Minutes, November 14, 1939, pp. 67-69, 72, Ex. B at 9-12.) The November Board minutes and a subsequent quit claim deed show that Schroeder and the County settled the dispute on the following terms: Schroeder agreed to pay the County $8000, and execute a quit claim deed granting the County all rights to the real property, in exchange for all of the "buildings, improvements, machinery, tools and property, except for pilings, docks and subsurface material." The County also agreed to permit Schroeder to continue to occupy the premises for a period of two years. (*Id.*; Ex. B at 13-14.)

While Schroeder continued to occupy the property, the City and County apparently negotiated the terms of a transaction in which the County would transfer ownership of the property to the City. City Council minutes from August 12, 1941 state that "[t]he Mayor discussed the Schroeder Mill property stating that it would be advisable to obtain title to this property for the dilinquent (sic) taxes." (Ex. B at 15.) The Council appointed a committee to work with the corresponding County Board committee on the details of the transaction. (*Id.*) The following day, the Mayor made an offer, which was later memorialized in a February 4, 1942 letter to the County Board. (Ex. B at 16.) The letter reveals that the City offered Ashland County "an amount equal to the delinquent taxes on the property [$4,390.91] and a small adjustment [$750] in addition...." (*Id.*) The "adjustment" was further offset by $442.02 in taxes paid by the City to the County that year, leaving only a nominal cash payment of $307.98. Thus, the City took the property

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[6] The "excess roll" refers to delinquent property taxes owed to the City.

from the County (primarily) in lieu of delinquent taxes. Although it did not acquire the property via a formal tax delinquency process, it nonetheless acquired the property by virtue of its function as a sovereign, as compensation for delinquent taxes.

The City and the County are both subdivisions of the State of Wisconsin, with a shared responsibility to collect property taxes.[7] The fact that title to the property passed through the County to the City does not change the facts that the *government* owns the property, and it was the private owner's failure to pay taxes, which gave rise to the government's right to acquire the property. Thus, in accordance with CERCLA section 101(20)(D), the Lender Rule and EPA guidance, the City's acquisition of the property was "involuntary," and the exemption applies.

NSP argues that the City's acquisition cannot be deemed "involuntary" because: (1) "the City did not obtain title to portions of the site through one of the mechanisms enumerated in the relevant state or federal statutes or guidance as 'involuntary;'" and (2) "the City . . . voluntarily purchased the property," with "no legal compulsion to do so." (Crass Letter at 4.) In support of its position, NSP cites two cases in which federal district courts held that municipalities were not exempt from liability under CERCLA section 101(20)(D), because they voluntarily purchased the subject properties. *See, generally, United States v. Occidental Chem. Corp.*, 965 F. Supp. 408 (W.D.N.Y. 1997); *City of Wichita v. Aero Holdings, Inc.*, 177 F. Supp. 2d 1153 (D. Kan. 2000).

NSP's arguments are without merit.

1. Whether or not the specific method of acquisition is listed in the statute, rule or guidance, the City's acquisition was nonetheless "involuntary."

As stated above, the City acquired the property from the County primarily in exchange for delinquent taxes remaining on the excess rolls. Both CERCLA and the Lender Liability Rule explicitly list "tax delinquency" as one of the mechanisms by which municipalities may involuntarily acquire properties. CERCLA § 101(20)(D); 40 C.F.R. §

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[7] The State of Wisconsin recognizes this shared responsibility of cities and counties in a similar municipal exemption from liability under the state's "spill law." Wis. Stat. ch. 292. In addition to providing an exemption for "local government units" that acquired property directly through tax delinquency proceedings, bankruptcy, condemnation, blight elimination and escheat, it also exempts from liability a local governmental unit that "acquired the property from a local governmental unit that is exempt under this subdivision." Wis. Stat. § 292.11(9)(e), generally, and (9)(e)1m., b.

300.1105(a)(1). But whether or not the City acquired the property by one of the mechanisms specifically enumerated in the statute or rule is unimportant. Both the statute and the rule expressly acknowledge that other mechanisms not listed in the text may qualify as involuntary acquisitions. CERCLA § 101(20)(D); 40 C.F.R. § 300.1105(a)(1) (including "other circumstances in which the government involuntarily [acquires title/obtains ownership or control of the property] by virtue of its function as sovereign").

2. EPA guidance expressly permits "intentional or purposeful action" as part of an involuntary acquisition.

The preamble to the Lender Rule states, in part, that:

> It is important to recognize that some of the forms of acquisitions listed in the statute that are specifically identified as "involuntary" nevertheless require some volitional action by the government entity in order to perfect title to the property (such as acquisition by foreclosure or by a tax delinquency). Therefore it is not necessary for the government entity to be completely "passive" in order for the transfer to be considered "involuntary" for the purposes of CERCLA. . . . The general phrase "or any other involuntary transfer or acquisition" does not require that the government entity acquiring the property to (sic) do so in a completely passive fashion. Therefore the mere existence of governmental discretion with respect to the time or facts of acquisition cannot be deemed dispositive of whether an acquisition or transfer is "involuntary" within the meaning of CERCLA.

57 Fed. Reg. 18372.[8] Thus, the City's voluntary act -- accepting the property from the County in exchange for unpaid taxes -- does not disqualify it from coverage under the involuntary acquisition exemption. Provided the government's right to the property is the result of conduct by a non-governmental party, as it is here, the acquisition is "involuntary."

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[8] Another guidance document states that: "EPA ... considers a municipality's acquisition of property through tax delinquency, foreclosure or abandonment -- even if the acquisition requires some sort of discretionary, volitional action by the government -- generally to be "involuntary" for purposes of sections 101(20)(D) and 101(35)(A) of CERCLA. U.S. EPA, Municipal Immunity from CERCLA Liability for Property Acquired through Involuntary State Action (Oct. 20, 1995).

3. The cases cited by NSP are inapposite.

The cases cited by NSP provide no support for its claim that the City of Ashland is liable for the NSP Lakefront site. *City of Wichita* arises from a contaminated site in downtown Wichita, Kansas. The Kansas Department of Health and Environment conducted a site investigation, and identified over 500 PRPs, including the Coleman Company, which operated a facility in downtown Wichita. 177 F. Supp. 2d at 1160. The City of Wichita ("Wichita") was not identified as a PRP, despite the fact that it also owned a number of properties within the site boundaries, including one that Wichita purchased from a private individual in July 1993 for $680,000, and operated as a bus barn. *Id.* at 1160, 1162.

After incurring significant response costs at the site, Wichita sued Coleman and other defendants for cost recovery and contribution, pursuant to CERCLA sections 107 and 113, respectively. *Id.* at 1158, 1161-62. The defendants brought a motion for summary judgment on the cost recovery claim, asserting that because Wichita was a liable party, or "PRP," it was not entitled to seek cost recovery. *Id.* at 1158. Wichita argued that it was exempt from owner/operator liability under section 101(20)(D). It argued that because the purchase agreement stated that the sale was "in lieu of condemnation," its acquisition of the property was involuntary. *Id.* at 1162. The court summarizes its understanding of Wichita's position as follows: "[H]ad the sale not occurred, the City would have condemned the property pursuant to its eminent domain power, and, for this reason, the City acquired the property 'by virtue of its function as a sovereign.'" *Id.* at 1167.

The court rejected this argument, stating that "[t]he City provides no authority, nor has the court found any, suggesting that a municipality's acquisition of property through the *actual* exercise of its eminent domain power is an *involuntary* acquisition 'by virtue of its function as a sovereign.'" *Id.* at 1168. As such, the court held that Wichita was not entitled to the exemption, because it had failed to offer any evidence whatsoever that its purchase of the property was "involuntary." *Id.* at 1167.

The other case, *United States v. Occidental Chemical Corp.* ("*Occidental*"), arises out of a dispute concerning the infamous "Love Canal" site in the city of Niagara Falls, New York. 965 F. Supp. at 409-10. Occidental purchased the Love Canal property in 1947, used it to dispose of over 40 million pounds of chemical wastes, and sold the property to the Niagara Falls Board of Education ("Board") for one dollar in 1953. *Id.* at 410. The transaction documents contained a provision stating that "the grantee assumes all risk and liability incident to the use [of the property]." *Id.*

In 1960, the city of Niagara Falls purchased a portion of the property from the Board, "subject to the terms [and] conditions" of the deed to the Board. *Id.* Despite the exculpatory clause in the deed to the Board, the district court had held, in a previous decision, that Occidental was jointly and severally liable for the contamination. *Id.* at 411. The decision cited by NSP addresses only Occidental's cross-claim against Niagara Falls for contribution. *Id.* at 411-12. Niagara Falls argued that it was exempt from CERCLA liability pursuant to section 101(20)(D). Specifically, the city argued that by purchasing the land for roads and a park, it was making an "involuntary" purchase because construction of roads and parks "are functions that a sovereign must perform." *Id.* at 413.

The court rejected this argument, stating that Niagara Falls "offer[ed] no authority for this construction." *Id.* The court also noted that since <u>all</u> municipal purchases are made for the benefit of the municipality's citizens, the city's definition of "involuntary" would cause the exemption to swallow the rule. *Id.* In other words, simply purchasing property for public use does not constitute an involuntary acquisition. *Id.*

The facts of this case are clearly distinguishable from those in both *City of Wichita* and *Occidental.* Unlike those cases, the City neither argues that it is entitled to the exemption simply because it purchased the property for a public purpose, nor because it could have acquired the property via condemnation. Rather, the City acquired the Kreher Park property from the County, which took the property by tax deed, in its capacity as sovereign, and in exchange for delinquent taxes on the excess rolls. The government's interest in, and ownership of the property arose only because the conduct of a non-governmental entity -- the taxpayer that failed to pay its property taxes – gave rise to the government's right to the property. Thus the City is exempt from owner/operator liability.

B. The property acquired by the City in 1986 is relatively clean, and is not driving the proposed remedy.

It appears that the City's purchase of the western portion of the site from Northland College was a voluntary acquisition. The part of Kreher Park acquired by the City in that transaction, however, is generally not contaminated, or significantly less contaminated than the eastern portion of the park. (See, e.g., Exhibit C, which overlays maximum PAH concentrations in soil and sediment and the transaction boundaries on a 2009 aerial photo.) Excluding samples in the rights-of-way, there is only a single location in which the maximum PAH level exceeds 1000 mg/kg in the soil. A similar pattern of contamination exists for VOC contamination, with only two or three sampling points

where VOC concentrations in the soil are greater than 1 mg/kg. (*See,* Remedial Investigation Report ("RI,") figure 5-2.) Because the soils in this area are relatively clean, and are not driving the need for remediation, the City's voluntary acquisition of this portion of site in 1986 should not disqualify the City for the exemption.

III. The City Did Not Cause or Contribute to a Release of Hazardous Substances.

NSP argues, in the alternative, that even if the City's acquisition of the property was involuntary, the City is not entitled to the exemption because its actions after acquiring the property "caused or contributed to the release or threatened release of a hazardous substance from the facility. . . ." *See* CERCLA § 101(20)(D). Specifically, the Crass Letter lists five actions which it claims have caused or contributed to a release:

- Allowing the operation of an uncontrolled waste disposal location at the site beginning in the 1940s;
- Constructing in the 1950s and expanding in the 1970s the former wastewater treatment plant;
- Transporting and disposing contaminants at the site excavated during the extension of Ellis Avenue in the mid-1980s;
- Pumping contaminated water from the WWTP to the impacted portion of the bay as late as 1997; and,
- Installing and maintaining surface and sub-surface drainage features and transport mechanisms resulting in the discharge of hazardous substances.

(Crass Letter at 5-6.)[9]

NSP's claims are simply not supported by the facts. The City's actions after acquisition of the property have not caused or contributed to the release or threatened release of hazardous substances. We refute each of NSP's allegations below.

[9] NSP has previously provided EPA with factual information that ostensibly provides support for these claims. *See, generally,* Ashland Lakefront Site PRP Investigation Report ("PRP Report") (June 20, 2006).

A. The solid waste disposal at the site did not cause or contribute to the release of hazardous substances from the facility.

NSP has presented anecdotal evidence of solid waste disposal at the site (*see, generally*, PRP Report § 3.3.1 at 15-16, Exhibit 8). Based on the vague and sometimes conflicting recollections of a few witnesses, NSP alleges that "[d]uring the City's ownership in the 1940's and 50's, the Site was used as an uncontrolled waste disposal site where open and uncontrolled dumping occurred." (PRP Report § 3.3.1, at 15-16.) In fact, at that time, the City did not own the portion of the site where most if not all of the solid waste disposal allegedly occurred, and did not acquire it until 1986.

Although site diagrams prepared by or for NSP show the "former city dump" or "former solid waste disposal area" as a large square area spanning portions of both the property acquired in 1942 and the property acquired in 1986, the test pit investigations of that area, conducted in 1994 and 2005, suggest that the waste disposal area may be smaller, and largely if not entirely limited to the parcel acquired by the City in 1986. Many of the test pits on the property acquired in 1986 (TP-1, 7, 100, 101, 102, 103, 105, 106 and 107) contained materials indicative of solid waste disposal, but only two of the test pits on the property acquired in 1942 (TP-2, 3, 4, 5, 6, 8, 104, 108, and 109), contained any materials of that nature.[10] Moreover, even if the City did dispose of solid waste on the property it acquired in 1942, there is no evidence that this activity caused or contributed to a release of *any* hazardous substances, let alone the hazardous substances of concern at this Site. Most of the eyewitness accounts and the test pit investigations suggest that the solid waste that was dumped at the Site consisted primarily of demolition debris, such as wood, brick, glass and steel. (*See* PRP Report, Exhibit 8.)

On November 20, 1997, the Wisconsin Department of Natural Resources (WDNR) issued a responsible party notification letter to the City regarding solid waste disposal at the site. (*See* Ex. D, attached.) After its investigation, the WDNR issued a "liability clarification letter" to the City on August 30, 2001, which concludes that "[t]he solid

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[10] The log for TP-104 , which is located near the western edge of the 1942 acquisition, notes the presence of "wood and brick fragments." (RI at App. B3.) Wood and sawdust, of course, are ubiquitous throughout Kreher Park, from the days the area was operated as a sawmill and lumber yard, and the brick fragments could also be unrelated to dumping that occurred in the '40s and '50s. The log for TP-2, which is located in the same vicinity as TP-104, notes the presence of "Demolition Debris (e.g., bricks, concrete wire, steel pieces, bottles)" from 1 ft. to 5 ft. bgs. (*Id.*) While this material may suggest that this area was used as a waste disposal site, it could also be material remaining from the operation and demolition of the Schroeder Lumber facility.

waste and associated contamination has been investigated and the risk to human health and the environment has been adequately assessed. Based on this information, the department has determined that no investigation or remediation of this solid waste is necessary at this time." (*See* Ex. E, attached.) The EPA apparently agrees with the WDNR's assessment. The proposed remedial alternative for soil in Kreher Park is limited removal (with either off-site disposal or thermal treatment), and the installation of a low-permeability clay cap. The area in which these remedies will be implemented is limited to the historic "coal tar dump" and the immediate surrounding area, which is located entirely on the property involuntarily acquired by the City in 1942, and has nothing to do with the alleged solid waste disposal at the western end of the property. (*See* Feasibility Study ("FS") at 6-7, 6-8; Fig. 6-3A.)

Given that the WDNR has determined that the solid waste does not require further investigation or clean-up, and that the solid waste is not driving the EPA's remedy for the site, the City respectfully maintains that EPA should find that any solid waste disposal the City may have been involved in did not cause or contribute to a release or threatened release of hazardous substances.[11]

B. The City's construction and expansion of the wastewater treatment plant did not cause or contribute to a release of hazardous substances.

NSP asserts, based on little if any supporting evidence, that the construction and expansion of the wastewater treatment plant ("WWTP") on the site caused or contributed to a release of hazardous substances. (Crass Letter at 5.) The City has found no evidence that the construction or expansion of the WWTP caused or contributed to such releases. (*See, generally,* City of Ashland 104(e) Response, A6d, at 4-5; A11a, b and c, at 8.) Only one witness, Mr. Kovach, provided information about the site excavation for the WWTP. In his deposition, he described "grease and oil...mixed with water," dripping off of slabs of wood. (PRP Report, Exhibit 8, Tab O, at 9-10.) This description is consistent with the presence of MGP waste below the water table. Kovach was unable, however, to testify as to what was done with such material, and said he was not aware of any dump site located on the property. (*Id.* at 10.) He also testified that the fill material used to backfill the site during construction was "regular dirt," and "clay" hauled onto the site, not contaminated material excavated on site. (*Id.*)

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[11] In the event that the EPA disagrees, and finds that solid waste disposal by the City caused or contributed to a release, the City requests that the solid waste disposal impacts be treated as a separate operable unit for the purposes of site remediation, so that any response costs associated with the solid waste can be separately apportioned.

Thus, while it is possible that some material excavated from below the water table during construction was contaminated with MGP waste, it is unclear what was done with that material. It may have been disposed of off-site, or if it remained on site, it was likely reused as fill near the site of excavation. (*Id.,* A6d at 5.) Moreover, contrary to the City's April 2009 104(e) response (*see Id.,* A11b at 8), it appears likely that only a small volume of such material was excavated. A discussion of site grading in the Final Report prepared by Greeley & Hansen following the completion of construction states that "elevations at the plant site were so low, additional fill had to be brought in to properly grade the site." (*See* Final Report at 10, attached as Ex. F.) The report further notes that 5,000 yards of clay, 675 yards of clay gravel and 400 yards of black dirt were brought into the site. (*Id.*) Thus, while it is possible that the excavation and deposition of soil on site could have caused a release of hazardous substances, there is no evidence that it did so in this case.

C. The alleged excavation and deposition of contaminated soils during the extension of Ellis Avenue did not cause or contribute to a release of hazardous substances.

NSP has alleged, based on the affidavit of Mr. Pete Carrington, that during the construction of the Ellis Avenue extension in the mid-1980s, the City excavated coal tar waste and disposed of it somewhere near the area now known as the "Seep." (PRP Report § 3.3.3, at 17.) The statements of other witnesses, however, including those of Mr. Tom Hubbard and Mr. Eder, conflict with Mr. Carrington's statements. *See* Letter from Mr. Jamie Dunn, WDNR, to Mr. Jim Musso, NSP, (Feb. 4, 1998) ("Dunn Letter") at 2 (Ex. G, attached).) Mr. Eder stated that he did not recall encountering coal tar during the Ellis Avenue extension project; Mr. Hubbard stated that the material encountered during the extension of Ellis Avenue was not coal tar, but peat material, or black organic soil, which although structurally unsuitable for a roadbed, was not contaminated. (*Id.)* According to Mr. Hubbard, that material was excavated and deposited near the east end of the current boat parking area, not at the "Seep." (*Id.)*

Moreover, samples collected during SEH's Supplemental Investigation for the WDNR detected no contamination in the area of the alleged coal tar excavation (referred to as the "Carrington Pit"). (SEH, Supplemental Investigation Report at 10-11, 15 (Mar. 1998).) Had coal tar been located there prior to the Ellis Avenue extension, some residual contamination would be expected to be present. (Dunn Letter at 2.) Further investigation of this area by the WDNR in 1997 again detected nothing that would corroborate Mr. Carrington's allegations. (*Id.)* Thus, the evidence does not support a conclusion that the

City's activities during the Ellis Avenue project caused or contributed to a release of hazardous materials.

D. There is insufficient evidence to conclude that the sump pump in the WWTP caused or contributed to a release of hazardous substances.

NSP alleges, based on limited evidence, that "pumping contaminated water from the WWTP to the impacted portion of the Bay as late as 1997" caused or contributed to a release of hazardous substances. (Crass Letter at 6.) More specifically, NSP has previously asserted that "the City of Ashland was engaged in pumping of contaminated water -- that collected in the basement of the former WWTP -- directly to Chequamegon Bay without treatment." (PRP Report, § 3.3.4 at 17-18.)

Historically, water infiltrated into the basement of the WWTP, where it collected in sumps. (City of Ashland 104(e) Response, A11e at 9.) Sump pumps installed to remove the water from the basement discharged to the headworks of the plant. *(Id.)* During the operation of the WWTP, from 1952 to 1992, no untreated water would have been discharged to the Bay, except during occasional stormwater-related overflow events. *(Id.)* When the old WWTP was mothballed in 1992, the City continued to operate sump pumps, to prevent basement flooding and ice damage. *(Id.)* Because the WWTP was not operating, water discharged from the sump pump into the headworks would have passed through the treatment structures by gravity flow, and into the Bay, without active treatment. *(Id.)*

In June of 1997, Jamie Dunn of WDNR discovered this situation and met with representatives of the City to discuss the matter. (*See* DNR Correspondence, PRP Report, at Exhibit 9.) The City believes the sump pump was shut down in mid-1997 at the WDNR's request. *(Id.)*

While it is possible, perhaps even likely, that some contaminated groundwater was pumped out of the WWTP basement by the sump pump, neither the water in the basement of the WWTP nor the alleged discharge into the lake were ever tested for the presence of contaminants. (City of Ashland 104(e) Response, A11f at 9.) Testing of groundwater samples collected from the "new seep," located near the abandoned WWTP, contained detectable levels of a number of PAHs and VOCs, including naphthalene and benzene. (PRP Report at Exhibit 9.) From this data, one might infer that the water collecting in the basement of the WWTP was also contaminated. *(Id.)*

Even if the water that infiltrated into the basement was contaminated, however, some of the VOCs would likely have volatilized, and PAHs would likely have adsorbed to surfaces as the water flowed through the treatment structures, thereby attenuating the level of contamination before the water reached the Bay. Moreover, it is not clear that discharging the water collected from the basement of the WWTP would have significantly hastened or increased the overall discharge of contaminants into the Bay, since the contaminated groundwater would likely have discharged directly into the Bay from the aquifer, had it not infiltrated into the basement.

Certainly, any contribution of contaminants from this source would have been dwarfed by the contributions from other sources, including free product in the sediments. If the WWTP outfall were a significant source of contamination, one would expect the distribution of contaminants in the sediment to reflect that. Instead, in the words of NSP's consultants, "[t]he distribution of contaminants is fairly uniform from the marina to the boat launch. This does not resemble a point source discharge, which would be expected to form a fan shape of contaminant concentrations decreasing with distance from the discharge point." (RI at 5-17.) Instead, we see the opposite. Exhibit H shows the location of the WWTP outfall[12] overlaid on a diagram depicting total PAHs in sediment and soil. If the WWTP outfall were a significant source of contaminants, you would expect to see a fan shaped distribution extending in a westerly direction from the outfall point, but no such pattern exists.

Because there is no direct evidence of contaminant discharges to the Bay, EPA should not conclude that the City's actions with respect to the WWTP sump pump caused or contributed to the release of hazardous substances from the site.

E. There is no evidence to support NSP's claim that drainage features constructed or maintained by the City caused or contributed to a discharge of hazardous substances.

NSP alleges that the City caused or contributed to a release by "installing and maintaining surface and subsurface drainage features and transport mechanisms" at the site. (Crass Letter at 6.) More specific, if unsubstantiated, allegations were included in the PRP Report. There, NSP refers to "a network of subsurface sewers or drainpipes" allegedly installed by the City, which it claims "served as transport mechanisms for

[12] Until recently, the City believed the WWTP outfall was located further to the west, approximately 200 feet from the shore. Based on the recent discovery of more recent plans (*see* Exhibit I), however, the City now believes that the outfall is located as shown on Exhibit H.

contaminants from upland areas to the impacted Bay sediments." (PRP Report § 3.3.2, at 16.) NSP fails, however, to provide any credible evidence tying the City to any such structures. As the City stated in its 104 (e) responses, it has been unable to locate any evidence whatsoever that the City installed, owned or was otherwise responsible for drainage structures at the site. In addition, a February 1949 Report on Sewage Disposal prepared by Greeley & Hansen prior to the design and construction of the WWTP includes a diagram of all city sewers, which shows no outfall to the lake between Ellis Avenue and 7th Avenue East. (Ex. J, Fig. 2.) The report also notes that "[i]ndustries located below the sanitary sewers (i.e. along the shoreline) discharge their wastes directly to the Bay," because the City operated no sewers in that area. (Ex. J at 11.)

The PRP Report also alleges, again with no supporting evidence, that the "corrugated steel culvert" depicted in Greeley & Hansen's drawings for the original construction of the WWTP in 1951-52 "was likely installed by the City and designed to drain the [Coal Tar Dump] ... directly to the Bay so as to accommodate construction." *(Id.)* In fact, the Final Report on the construction project, which was prepared by Greeley & Hansen in 1954, includes a brief section describing each part of the system that was constructed, but never mentions the installation of a corrugated pipe, culvert, or any other infrastructure intended to drain the coal tar dump. (*See* Ex. F.)

Finally, NSP refers to a "series of subterranean clay pipes or historical sewers" that "appear[] to have drained" into the former "open sewer," which, according to NSP, was "likely installed and maintained by the City as a waste disposal mechanism ...." (*Id.* 17.) Again, NSP's allegations fly in the face of all the facts. The City has no record of such pipes or sewers, and neither of the Greeley & Hansen reports—the 1949 report regarding the existing sewer system, nor the 1954 final report on the construction project—mentions any such facilities.

As for the "open sewer," the City has no information suggesting that it ever constructed or maintained the ditch, and didn't even acquire an ownership interest in that portion of the site until 1986. Moreover, in contrast to what the City stated in its April 2009 responses to the EPA's 104 (e) request, new information found in the 1949 Greeley & Hansen report indicates that the open sewer did not receive sewage via the ravine from the streets on top of the bluff. In 1949, and likely long before that time,[13] all of the sewers from the central part of the City, between 7th Ave West (Chapple Ave) and Bay

[13] According to the 1949 Greeley & Hansen report, the City's sewer system was originally constructed in 1887, and the last major extension (at that time) was completed in 1935. Given the central location of the area in question, it is likely the sewers in that area were constructed before 1935.

City Creek, flowed southeast to northwest, into a collector main running northeast beneath what is now Lake Shore Drive. That collector fed into the sewer beneath Stuntz Avenue, which flowed to the northwest and discharged into the Bay six blocks northeast of the "open sewer". (Ex. J, Fig. 2.) The area north of Lake Shore Drive between Ellis Ave. and Prentice Ave., including Fifield Place homes constructed in the 1880s and the MGP lot itself, was served by another sewer beneath St. Claire Avenue which also flowed northeast into the Stuntz Avenue sewer, and into the Bay. There were no City sewer outfalls between Ellis Ave. and Prentice Ave.

It is likely that the ditch, or "open sewer," as it is labeled on later Sanborn Maps, was constructed by one of the lumber companies that operated on the site before it was acquired by the County or the City. Since that portion of the site is located on reclaimed lakebed, it may have been quite wet and in need of drainage in order to be used for lumber storage. It is possible that the lumber company might also have installed drain tiles in the fill, which emptied into the ditch. Although the "open sewer" continues to appear on Sanborn Maps up until 1951, no ditch is visible in either the 1939 or 1951 aerial photos (*see* Ex. A), and it is possible that the Sanborn Map makers simply failed to remove the ditch from their maps after it had been abandoned.

In short, none of NSP's allegations regarding the "drainage features" onsite are supported by the evidence. The City has previously stated that it has "no record and there is no evidence to suggest that drainage pipes or culverts were created during construction or expansion of the treatment plant." (City of Ashland 104(e) Response, A11d at 9.) The notations in the Greeley & Hansen plans[14] regarding the "12″ corrugated pipe" (and the pipe marked "2" Tar - To Abandoned For Dump") appear to identify <u>existing</u> site features, <u>not</u> facilities to be installed during the construction of the WWTP. (*Id.* A8a, b, c, d at 6; A11d at 9.) As noted in the City's 104(e) response, exploratory excavations conducted in November 2001 identified a 2" diameter steel pipe, and a 12" steel pipe terminating at the foundation of the MGP building. The 2" pipe appears to have been the same line identified in the Greeley & Hansen drawings, suggesting that it was NSP or its predecessors, and not the City, who installed the pipes.

The bottom line, then, is that there is simply insufficient evidence to conclude that the City caused or contributed to a release of hazardous substances from the site.

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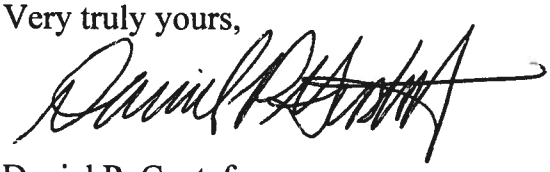
[14] *See* SEH, Supplemental Investigation Report (March 1998), Figs. 6 and 7.

IV. No Special Notice Letter should be Issued to the City.

Because the City acquired the Kreher Park property involuntarily, and has not caused or contributed to the release of hazardous substances from the site, the liability exemption under CERCLA § 101(20)(D) applies. In its closing paragraph, the Crass Letter correctly quotes EPA's notice letter guidance, which states that: "special notice letters should be sent to all parties where there is sufficient evidence to make a preliminary determination of potential liability under § 107 of CERCLA." U.S. EPA, Interim Guidance on Notice Letters, Negotiations, and Information Exchange 18 (Oct. 19, 1987). Here, because there is not sufficient evidence to make such a determination regarding the City, the EPA should not issue a special notice letter.

Very truly yours,



Daniel P. Gustafson

DPG/lsh
Enclosures – Exhibits A-J on CD-ROM
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November 20, 2009

Mr. Craig Melodia
Assistant Regional Counsel
USEPA – Region 5
77 West Jackson Blvd. (C-29A)
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Re: Ashland Lakefront Site ("Site") -- City of Ashland

Dear Craig:

Thank you for your courtesies when I reviewed documents at your offices on September 18, 2009. We have been able to review all responses to the Agency's 104(e) Request for Information and should soon be in a position to share with you our thoughts on allocation.

As we have previously discussed, we believe that there are several viable Potentially Responsible Parties (PRPs) at the Site including the two subject railroads and the City of Ashland (the "City"); our allocation report will also suggest additional PRPs for your consideration. Each of these parties should receive Special Notices of Potential Liability letters following issuance of the Record of Decision (ROD). With respect to the City, we understand it has argued that it should not receive a Special Notice on the grounds that it qualifies for certain liability exemptions given its mode of acquisition of a portion of the Site. Likewise, in its Response to the 104(e) Request for Information dated April 24, 2009, the City asserted that it may qualify for the exemption set forth in Section 101(20(D) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") by virtue of its purported "involuntary" acquisition of portions of the Site. *See* Response A.6(b).

The purpose of this letter is to articulate our understanding of these exemptions, to identify the facts relevant to the City's attempted application of these defenses in this case, and to explain why we respectfully disagree with the City's position that it qualifies for any such liability exemption. As described in greater detail below, the City does not qualify for any such asserted exemptions because its acquisition was not "involuntary" and indeed, even if it were, the City's own actions resulted in the release of hazardous substances at the Site. Moreover, EPA guidance requires that all PRPs receive Special Notice letters and the appropriate time to evaluate the City's asserted exemption is after, not prior to, issuance of such letters.

As you know, CERCLA § 101(20)(D), 42 U.S.C. 9601(20)(D), provides:

> The term "owner or operator" does not include a unit of State or local government which acquired ownership or control involuntarily through bankruptcy, tax delinquency, abandonment, or other circumstances in which the government involuntarily acquires title by virtue of its function as sovereign ....

Although not cited by the City in its 104(e) response, CERCLA §§ 101(35)(A)(ii) and 107(b)(3), 42 U.S.C. 9601(35)(A)(ii) and 9607(b)(3), provide a similar, yet separate statutory defense for governmental entities that acquire title to property "involuntarily" provided the other conditions of Section 107(b)(3) are satisfied.[1] *See City of Wichita v. Aero Holding*, 177 F. Supp. 2d 1153, 1169 (Defense under CERCLA § 101(35)(A) is separate from the statutory exception provided in § 101(20)(D)).

To qualify for an exemption under either CERCLA §§ 101(20)(D) or 101(35)(A)(ii), a threshold determination must be made that the acquisition was involuntary. "EPA interprets Congress' use of 'involuntary' in §§101(20)(D) and 101(35)(A) of CERCLA to refer to the same concept." *See* "Municipal Immunity from CERCLA Liability for Property Acquired through Involuntary State Action" (Oct. 20, 1995), at 5 ("1995 Guidance").

EPA guidance, as well as 40 C.F.R. § 300.1105, provide insight as to what constitutes an involuntary acquisition for purposes of these exemptions. EPA's Fact Sheet titled "The Effect of Superfund on Involuntary Acquisitions of Contaminated Property by Government Entities" (Dec. 1995) ("Fact Sheet") reads that an acquisition is involuntary if it meets the following test:

> The government's interest in, and ultimate ownership of, the property exists <u>only</u> <u>because</u> the actions of a non-governmental party give rise to the government's legal right to control or take title to the property. (emphasis added).

CERCLA provides a list of examples of involuntary acquisitions by government entities, including:[2] acquisitions following abandonment; bankruptcy; tax delinquency; escheat; and eminent domain. Other examples of involuntary acquisitions are identified in 40 C.F.R. § 300.1105 which provides:

> (a) Governmental ownership or control of property by involuntary acquisitions or involuntary transfers within the meaning of

[1] Section 107(b)(3) provides a defense for any person that can prove: (i) that the release or threat of release of a hazardous substance was caused solely by the act or omission of a third-party whose act or omission did not occur in connection with a contractual relationship with that party; and (ii) can establish that the party exercised due care with respect to the hazardous substance concerned and took precautions against foreseeable acts or omissions of any such third party and the consequences that could foreseeably result from such acts or omissions. For purposes of Section 107(b)(3), CERCLA § 101(35)(A)(ii), excludes from the definition of "contractual relationship" certain instruments where "the defendant is a governmental entity which acquired the facility by escheat, or through any other involuntary transfer or acquisition, or through the exercise of eminent domain authority by purchase or condemnation."

[2] Sections 292.11(e)a-f and 292.23(2)(a)-(f), Wis. Stats., also provide examples of what kind of governmental acquisitions may qualify for a state level liability exemption from state environmental laws.

> CERCLA § 101(20)(D) or § 101(35)(A)(ii) includes, but is not limited to:
>
> (1) Acquisitions by or transfers to the government in its capacity as a sovereign, including transfers or acquisitions pursuant to abandonment proceedings, or as the result of tax delinquency, or escheat, or other circumstances in which the government involuntarily obtains ownership or control of property by virtue of its function as sovereign;
>
> (2) Acquisitions by or transfers to a government entity or its agent (including governmental lending and credit institutions, loan guarantors, loan insurers, and financial regulatory entities which acquire security interests or properties of failed private lending or depository institutions) acting as a conservator or receiver pursuant to a clear and direct statutory mandate or regulatory authority;
>
> (3) Acquisitions or transfers of assets through foreclosure and its equivalents (as defined in 40 C.F.R. § 300.1100(d)(1)) or other means by a Federal, state, or local government entity in the course of administering a governmental loan or loan guarantee or loan insurance program; and,
>
> (4) Acquisitions by or transfers to a government entity pursuant to seizure or forfeiture authority.

EPA's 1997 "Policy on Interpreting CERCLA Provisions Addressing Lenders and Involuntary Acquisitions by Government Entities" (June 30, 1997) ("1997 Guidance") embraces this test and adopts the provisions of 40 C.F.R. § 300.1105 as applicable to the interpretation of CERCLA §§ 101(20)(D) and 101(35)(A)(ii).

Case law establishes that where a governmental entity purchases property, the acquisition is not "involuntary", even if such purchase was for public purposes. In *United States v. Occidental Chemical Corp.*, 965 F. Supp. 408 (W.D.N.Y. 1997), the City of Niagara Falls argued that its purchase of a portion of the infamous Love Canal property to build roads and a park was "involuntary" because its purchase was to fulfill functions that a sovereign must perform. The United States District Court rejected this argument, noting that the City's definition was inconsistent with Congressional intent in enacting CERCLA, did not satisfy the plain meaning of the word involuntary, and was not one of the types of acquisitions contemplated by Congress. 965 F. Supp. at 413. Further, the court noted that "[s]ince all municipal purchases are made for the benefit of citizens, the City's construction of the word involuntary would cause the exception to swallow the rule." *Id.* See also *City of Wichita v. Aero Holdings*, 177 F. Supp. 2d 1153, 1162,

1168-69 (D. Kan. 2000)(City's voluntary purchase of property upon which it operated a bus barn was not "involuntary" even though the purchase agreement specifically stated the purchase was in lieu of condemnation and made for public purposes).

Based upon our understanding of how the City acquired portions of the Site, its acquisition was not "involuntary." Rather, its acquisition was made voluntarily and its interest in the property arose because it chose to acquire the property without any legal compulsion to do so -- its interest in the property did not arise only because of the actions of Schroeder Lumber. Ashland County (not the City), acquired title to portions of the Site via tax delinquency foreclosure proceedings in 1939 after it sued Schroeder Lumber.[3] *See Ashland/NSP Lakefront Site PRP Investigation Report* (June 20, 2006)("PRP Report"), at 15, fns. 31 and 39. See also City's CERCLA §104(e) Response, Exh. A.6. In 1942, the City subsequently purchased the property from the County for $1.00 via a Quit Claim Deed. *See* PRP Report, Exh. 3; City's CERCLA § 104(e) Response, Exh. A.6.[4]

Accordingly, the City did not obtain title to portions of the Site through one of the mechanisms enumerated in the relevant state or federal statutes or guidance as "involuntary." Instead, the City, like the governmental entities in *U.S. v. Occidental Chemical Corp. and Wichita v. Aero Holdings* voluntarily purchased the property and had no legal compulsion to do so. Therefore, the involuntary acquisition liability exemptions are inapplicable.

Even if the City's acquisition could be construed as "involuntary" -- a strained construction of the term we believe -- the language of the exemptions and the relevant guidance establish that these exemptions are neither unconditional nor absolute. To maintain eligibility for an exemption under CERCLA §§ 101(35)(A)(ii) and 107(b)(3), the City must also demonstrate that it exercised due care with respect to the hazardous substance concerned and took precautions against foreseeable acts or omissions relating to the hazardous substance. *See* CERCLA § 107(b)(3)(a)-(b).

Further, to preserve eligibility for the exemption under CERCLA § 101(20)(D), the party claiming to be exempt cannot have itself caused or contributed to the release of hazardous substances at the Site. CERCLA § 101(20(D) specifically provides that:

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[3] Even though the County may have acquired portions of the Site involuntarily, the County may not qualify for any liability exemption depending upon the nature and extent of its activities on the property during its possession. Historical evidence confirms that the County controlled the property for a period of time, took steps to protect the property, and demolished some of the Schroeder Lumber buildings during its possession. If such activities caused or contributed to releases at the Site, the County would also be a potentially responsible party.

[4] Just as a sale of a contaminated property at a depressed price can constitute a "disposal," so too can acquisition of a waterfront parcel for a nominal price evidence a knowing assumption of contaminated conditions. [Consider whether to cite City reports/minutes, etc., showing City knew the area was blighted.] The City should not obtain a "double benefit."

> The exclusion provided under this paragraph shall not apply to any State or local government which has caused or contributed to the release or threatened release of a hazardous substance from the facility, and such a State or local government shall be subject to the provisions of this chapter in the same manner and to the same extent, both procedurally and substantively, as any nongovernmental entity, including liability under section 9607 of this title.[5]

The guidance confirms that "acquiring property involuntarily does not categorically or permanently insulate a government entity from CERCLA liability." (emphasis added). 1995 Guidance, at 2. Similarly, the guidance establishes that these exemptions "do not shield government entities from any potential liability that they may have as 'generators' or 'transporters' of hazardous substances under CERCLA." Fact Sheet, at 2.

Based on the historical record of the action and inaction of the City at and in the area of the Site prior to and during its ownership of a portion of the Site, the City cannot maintain eligibility for any liability exemption.[6] As set forth more fully in the PRP Investigation Report and Addenda thereto, the City's activities/inactivities that have caused or contributed to the contamination at the Site include:

- allowing the operation of an uncontrolled waste disposal location at the Site beginning in the 1940s;
- constructing in the 1950s and expanding in the 1970s the former wastewater treatment plant ("WWTP");[7]

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[5] Wisconsin law provides a similar exception to the exemptions where the governmental entity that involuntary acquired the property otherwise contributes (through action or inaction) to the contamination. *See* § 292.11(e)2 and § 292.23(3), Wis. Stats.

[6] It is our understanding that the City previously sought some sort of liability clarification/no further action letter from the WDNR as it relates to historic solid waste disposal activities at the Site. *See* May 19, 2000 Request for No Further Action Determination prepared by Earth Tech and submitted to J. Dunn, WDNR. This request did not seek a determination as to whether the City qualified for an exemption from liability. To our knowledge, WDNR made no such determination but instead, by letter dated August 30, 2001, indicated that no further action was necessary at that time to address the solid waste and associated contamination.

[7] The engineer (Greeley & Hansen) and the contractors and subcontractors retained by the City to perform work in connection with the WWTP (*e.g.*, F.H. Paschen, S.N. Nielsen) are also potentially responsible parties. *See Kaiser Aluminum & Chem. Corp. v. Catellus Development Corp.*, 976 F.2d 1338 (9th Cir. 1992)(contractor who unknowingly moved contaminated soil from one area of a site to another was PRP under CERCLA §§107(a)(2) and (4)); *Tanglewood East Homeowners v. Charles-Thomas, Inc.*, 849 F.2d 1568 (5th Cir. 1988)(party that moves hazardous waste intra-site is liable as arranger); *Geraghty and Miller, Inc. v. Conoco, Inc.*, 234 F.3d 917 (5th Cir. 2001)(consultant/engineer can be held liable where it exercises control of the activity causing/contributing to the pollution).

- transporting and disposing contaminants at the Site excavated during the extension of Ellis Avenue in the mid-1980s;[8]
- pumping contaminated water from the WWTP to the impacted portion of the Bay as late as 1997; and,
- installing and maintaining surface and subsurface drainage features and transport mechanisms resulting in the discharge of hazardous substances.

The City has the burden of proving the applicability of any liability exemption by a preponderance of the evidence. *See* Fact Sheet, at 2. Resolution of whether or to what extent the City can satisfy this burden is premature. EPA guidance provides that "RI/FS and RD/RA special notice letters should be sent to all parties where there is sufficient evidence to make a preliminary determination of potential liability under § 107 of CERCLA." *See Interim Guidance on Notice Letters, Negotiations, and Information Exchange* (Oct. 1987), at 18. We believe that there is sufficient information in the record to establish that the City is a potentially responsible party that is not exempt from liability and as such should be a special notice recipient.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

MICHAEL BEST & FRIEDRICH LLP

David A. Crass

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[8] The contractors and subcontractors involved with the extension of Ellis Avenue (e.g. Wilhem Engineering and James Peterson & Sons, Inc.) are also potentially responsible parties. *See*, n. 7.

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

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December 17, 2010

Pete Mann
City Administrator
City of Ashland
601 Main Street West
Ashland, WI 54806

Subject: Liability Clarification Letter for properties owned by the City of Ashland in the Ashland/NSP Lakefront Superfund Site

Dear ~~Mr. Mann:~~ Pete

Purpose

The purpose of this letter is to provide you with clarifications as to the City of Ashland's (the "City") questions concerning environmental liabilities under state law at City-owned property along the City's Lake Superior waterfront, including the former Schroeder Lumber property and property acquired from Northland College; and the contaminated sediments and surface waters of Chequamegon Bay. The "former Schroeder Lumber" property parcels are represented by the yellow boundaries and the City parcels acquired from Northland College are represented by the red boundaries in the enclosed map.

Request

The City of Ashland has requested written clarification of their environmental liability under state laws, from the Department of Natural Resources (the "Department") pursuant to s. 292.55, Wis. Stats. This letter responds to the City of Ashland's request, dated January 29, 2010, for liability clarifications with respect to state environmental laws, concerning the former Schroeder Lumber Company and the former Northland College properties that are presently owned by the City. The DNR has received the appropriate review fee as required in ch. 749, Wisconsin Administrative Code.

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

1. Please explain the liability exemption associated with involuntary acquisitions under s. 292.11(9), of Wisconsin Statutes. By virtue of acquiring the former Schroeder Lumber Company from Ashland County, which acquired the property through tax foreclosure, does the City of Ashland qualify for the local governmental environmental liability exemption under s. 292.11(9)(e) of Wisconsin Statutes?
2. Does the City of Ashland qualify for the liability exemption under s. 292.23 of Wisconsin Statutes? Is the exemption retroactive to the date of acquisition of the property? Does the acceptance of demolition material impact the liability exemption?
3. What responsibilities does an owner have to ensure that due care is exercised at their property? What is the standard of due care?
4. Does the City have the benefit of an off-site exemption because contaminated materials migrated onto the property?

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

Documents Reviewed

The Department reviewed the following documents as part of its preparation of this letter:

1. Technical Assistance and Environmental Liability Clarification Request, dated January 29, 2010.
2. Attachment to 1, above, consisting of a list of four questions, dated January 29, 2010.
3. A memo and attachments transmitting "Information Regarding the City of Ashland's Purchase of the Pulp Hoist property from Northland College," dated January 28, 2010.
4. A package of information from Brian D. Knapp, City of Ashland Administrator, to Thomas C. Marks, U.S.EPA Region 5, regarding "Final Response to Section 104(e) Information Request, Ashland NSP Superfund Site ID# B5N5," dated April 24, 2009.
5. A letter from Mr. Jamie Dunn, Wisconsin DNR, to Mr. Tony Murphy, Ashland City Administrator, regarding "Clarification of Environmental Liability for Property Located within the Ashland/NSP Lakefront Site," dated August 30, 2001.
6. Maps provided by Jamie Dunn, DNR, on January 26, 2010 and February 8, 2010, showing the locations of the "solid waste disposal area," and the Schroeder and Northland College properties, respectively.
7. Other documents including, but not limited to, the ROD and other documents in the WDNR's case file.
8. 1939 and 2009 aerial photo maps of the City of Ashland Land Acquisition, provided by the City of Ashland, dated February 25, 2010 (See attachments).

Background Information

The Ashland/Northern States Power Lakefront Superfund National Priorities List (NPL) Site (the "Site") is made up of several properties within the City of Ashland and about 16 acres of sediment and surface waters in Chequamegon Bay. The major properties comprising the Site include, from south to north, the Northern States Power Company facility ("NSP"); Wisconsin Central Limited railroad corridor ("WCL"); City-owned property along the lake front, including the former Schroeder Lumber facility parcels and parcels acquired from Northland College; and the contaminated sediments and surface waters of Chequamegon Bay. The Site boundaries include U.S. Highway 2 to the south, Prentice Avenue to the east, Ellis Avenue to the west and Chequamegon Bay to the north.

Between 1942 and 1986 the City of Ashland acquired several portions of what is now considered to be the Ashland/Northern States Power Lakefront Superfund Site. This was done prior to the site being proposed for and listed on the Superfund National Priorities List. The acquisition process followed by the City included the following steps, based on the historical records available to the DNR:

For the former Schroeder Lumber property:

1. March 29, 1939 – July 11, 1939: Ashland County, under state law, acquired the core parcels of the lake fill area by taking the tax deeds to various tax delinquent parcels of the Schroeder Lumber Company.
2. May 2, 1939: The Ashland County committee charged with evaluating options for handling the property recommended selling the property to the City of Ashland for $10,000. The county was owed $13,544.95 in delinquent taxes from Schroeder Lumber. The county board meeting minutes state "...the amount in event of the City's purchase being charged against the excess roll."
3. December 6, 1939: Indenture from Schroeder Lumber Company to Ashland County conveying property to settle a dispute between the parties concerning the previous tax deed process.
4. August 12, 1941: The City of Ashland passed a motion to work with Ashland County to acquire the Schroeder Lumber Company property for delinquent taxes, and appointed a committee to work with the county. In Wisconsin, a county must first acquire the property through the tax foreclosure process, and if a city is amenable, the county can transfer the property to the city, oftentimes for consideration reflecting all or a portion of the amount of delinquent taxes.

5. February 4, 1942: A resolution was passed by the Ashland County Board to convey the Schroeder Lumber Company property to the City of Ashland through the state's tax foreclosure process.
6. March 12, 1942: A quit claim deed for the Schroeder Lumber Company property was executed by Ashland County transferring the property to the City of Ashland.

For the former Northland College lakefront properties:

1. January 23, 1986: City of Ashland received, via warranty deed indenture from Northland College, properties constituting the western extent of the lake fill area (the "pulp hoist area", including the informal demolition waste disposal area). The City had approved purchasing the land for $145,000 to build a marina on the property.

The City first notified the Department of contamination on the City-owned portion of the Schroeder Lumber property in 1989. At that time, the City initiated an investigation which determined volatile organic compounds ("VOCs") and polynuclear aromatic hydrocarbons ("PAHs") contaminants were impacting the soils and groundwater. In 1991, the Department started the process to further investigate the City's property to determine the potential source or sources of that contamination. Numerous phases of investigation have been carried out on the City's property and have been expanded to include the rest of what is now known as the Ashland/NSP Lakefront Superfund Site. From those investigations, the DNR has documented that widespread VOC and PAH contamination, including free phase oils and tars, exists across the Site, including the former Schroeder Lumber parcels and the parcels acquired from Northland College in 1986.

However, on the City-owned, former Northland College parcels, there is evidence of historic solid waste disposal of demolition material. This disposal occurred at the property prior to the ownership of either Northland College or the City. The entire area was created through historic lakebed filling activities. Through the above mentioned investigations carried out by the Department and Northern States Power (NSP - now doing business as Xcel Energy), the degree and extent of the solid waste disposal have also been determined. A remedial investigation performed under the authority of Wisconsin environmental laws concluded that the demolition materials disposed of at the former Northland College property are not a risk to human health or the environment.

Based on the data gathered, the DNR sent a "Potential Responsible Party" letter to the City on November 20, 1997. The letter stated, "By no means does the Department mean to imply that the City of Ashland is responsible for the generation, management or disposal of coal tar or creosote in the area.." Therefore, the DNR did not ask the City to investigate or remediate the VOC and PAH contamination, including the oils/tars in the area. Instead, the City was notified of its responsibility to investigate and remediate any contamination that may be found to be originating from the solid waste disposal on the portion of the Site owned by the City.

Through the investigations it was found that a manufactured gas plant operated on the portion of the Site currently owned by NSP/Xcel Energy. The VOC and PAH oil/tar contamination at the Site is consistent with waste produced by manufactured gas plant processes. The Superfund remedial investigation and feasibility study process has defined the degree, extent, source areas and conduits that have contributed to the distribution of manufactured gas plant (MGP) wastes across the NPL Site. Although the presence of solid waste disposal areas has been identified, they are not a source of contaminants of concern in the federal Superfund process.

At the request of the City of Ashland, the Department issued a liability clarification letter to the City on August 30, 2001. The Department made the following determinations regarding liability for the solid waste disposed on the former Northland College property prior to either the College's or the City's ownership. "Investigation has shown that solid waste and associated contamination is located on former Northland College property now owned by the City. The solid waste and associated contamination has been investigated and the risk to human health and the environment has been adequately assessed. Based on this information, the Department has determined that no further investigation or remediation of this solid waste is necessary at this time."

Now that the Remedial Investigation/Feasibility Study (RI/FS) has been completed, and the Record of Decision (ROD) has been issued by the EPA, the Department's perspective on the solid waste materials and City's responsibilities remains unchanged from 2001. The City of Ashland purchased the "pulp hoist area" portion of the property from Northland College in 1986, in order to construct a marina. The SOO Line Railroad owned the property until 1982, when it transferred the ownership to Northland College. The unlicensed, historic solid waste disposal area delineated at the former Northland College property exists completely within the boundaries of this "pulp hoist area" parcel. Therefore, the City only purchased a property where solid waste had previously been disposed of during the railroad's ownership. By 1986, the solid waste area had been covered with soil and the "cap" has been maintained ever since. Continued maintenance of the cap and the proper management of the underlying wastes are the responsibility of the City, as owner of the property.

Liability Determinations -

The City of Ashland has notified the Department of the discharges of hazardous substances that are known to have occurred on the properties they own at the Lakefront Site. They have cooperated with the Department and EPA in conducting the Superfund investigations on the properties. They have also provided the exhibits and documents listed in the "Documents Reviewed" section of this letter. Based upon the information available to date, the Department provides the following environmental clarifications and assurances to the City concerning their methods of acquiring the properties, and their intended redevelopment plans. These clarifications relate to state environmental laws, particularly ss. 292.11 and 292.23, Stats. Answers to the City's four specific questions are also provided in this section of the letter.

A. *Does the City of Ashland qualify as a LGU for the Properties under s. 292.11(9)(e), Wis. Stats.?*

Yes. The definition of a "local governmental unit" in s. 292.11(9)(e)1., 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 Ashland qualifies as a LGU for the properties as a municipality. The City also meets the definition of "local governmental unit" as that term is defined in s. 292.23, Stats., titled "Responsibility of local governmental units; solid waste".

B. Do the City's processes for the acquisitions of the Schroeder and Northland College Properties both qualify for the LGU Liability Exemptions in accordance with ss. 292.11(9)(e)1m, and 292.23(2), Wis. Stats.?

Schroeder Lumber Company Property

Ashland County transferred title of Schroeder Lumber property to the City of Ashland on March 12, 1942, through the state's tax delinquency proceedings. Ashland County had previously taken title to the property from Schroeder Lumber through the state's tax foreclosure process. As is customary in Wisconsin, the City offered payment on part of the outstanding delinquent property tax bill to the County, as part of the acquisition agreement. Funds were transferred from the City to the County, to compensate the County for paying Schroeder Lumber's share of the delinquent property taxes due to the City, during the years of tax delinquency, as is required by state law.

This method of acquisition is consistent with the provisions of Wisconsin's Spill Law, s. 292.11(9)(e)1. a. and b., Stats., and qualifies the City of Ashland for the state's local governmental unit liability exemption for the former Schroeder Lumber property. In addition, this method of acquisition is also consistent with the provisions of s. 292.23, Stats., which provides a Solid Waste liability exemption for local governmental units.

Both the Spill Law and Solid Waste local governmental exemptions require that the local governmental unit acquire the property through one of the specific methods listed in ch. 292, Stats., to qualify for the liability exemptions. Two of the statutorily mandated acquisition methods include:

a. The local governmental unit acquired the property through tax delinquency proceedings or as the result of an order by a bankruptcy court.

b. The local governmental unit acquired the property from a local governmental unit that is exempt under this subdivision with respect to the property.

The City of Ashland acquired the Schroeder Lumber property from Ashland County, who had acquired the property through tax delinquency proceedings. This was done as an organized, negotiated process under the state's laws pertaining to tax delinquent properties and the authorities provided by the state to local governments. The County's and City's interests in, and ultimate ownership of, the property existed only because of the conduct of a non-governmental party – Schroeder Lumber Company's failure to pay its property taxes – which gave rise to these two governments' legal right to control or take title to the property, consistent with state law. Therefore, both the County's and the City's methods of acquisition qualify for the state's Spill Law exemption under 292.11(9)(e), Stats., and the Solid Waste liability exemption under s. 292.23, Stats., for the Schroeder Lumber Company property.

Northland College Property

The City of Ashland acquired the former Northland College property from Northland College, on January 23, 1986, through payment of $145,000 as part of a warranty deed indenture agreement. The City's plan was to build a marina on the property. This method of acquisition is not consistent with the provisions of the Spill Law under s. 292.11(9)(e), Stats., and does not qualify the City of Ashland for the local governmental unit liability exemption for the Northland College property. This method of acquisition is also not consistent with the provisions of s. 292.23, Stats., and does not qualify the City of Ashland for the LGU Solid Waste liability exemption for the former Northland College property.

Both the Spill Law and Solid Waste liability exemptions require that the local governmental unit acquire the property through one of the specific methods listed in the respective statutes to qualify for the liability exemptions. None of the acquisition methods listed in the two statutes includes a cash purchase transaction negotiated between willing buyers and sellers, in absence of any of those methods listed in state law.

Therefore, the City of Ashland's acquisition of the former Northland College property does not qualify the City for the local governmental Spill Law or Solid Waste liability exemptions for the former Northland College property. The City therefore retains environmental responsibility for this property under applicable state laws.

Other Specific Questions from the City of Ashland

Q. Please explain the liability exemptions associated with involuntary acquisitions under s. 292.11(9) of Wisconsin Statutes. By virtue of acquiring the former Schroeder Lumber Company from Ashland County, which acquired the property through tax foreclosure, does the City of Ashland qualify for the local governmental environmental liability exemption under s. 292.11(9)(e) of Wisconsin Statutes?

A. As explained above, the City of Ashland acquired the property from Ashland County, through the state's legally prescribed tax delinquency proceedings, given the property owner's failure to pay property taxes for at least 3 years. Therefore, both the County and the City qualify for the state's Spill Law and Solid Waste Law liability exemptions, under ss. 292.11 and 292.23, Stats., for the Schroeder Lumber property.

The City of Ashland's purchase of the former Northland College property from Northland College does not qualify the City for the LGU and Solid Waste liability exemptions for that property. The City therefore retains responsibility for the Northland College property, and discharges of hazardous substances that originate from the property.

The state liability exemptions for local governments, such as those that the City of Ashland qualifies for on the Schroeder Lumber property, protect an LGU from liabilities for hazardous substance discharges; and unlicensed, historic, solid waste disposal on a property, except discharges caused by:

a. An action taken by the local governmental unit.

b. A failure of the local governmental unit to take appropriate action to restrict access to the property in order to minimize costs or damages that may result from unauthorized persons entering the property.

c. A failure of the local governmental unit to sample and analyze unidentified substances in containers stored aboveground on the property.

d. A failure of the local governmental unit to remove and properly dispose of, or to place in a different container and properly store, any hazardous substance stored aboveground on the property in a container that is leaking or is likely to leak.

An LGU is responsible for immediately reporting any identified discharges of hazardous substances on the property to the Department, and for removing any abandoned underground storage tanks that may be present on the property.

The Department will not hold the City of Ashland liable for the environmental investigation or clean-up of the Schroeder Lumber Company property under the State's Spill Law or Solid Waste Law, if the conditions in ss. 292.11(9)(e) and 292.23, Stats., are satisfied, including but not limited to:

- The City agrees that any waste materials or contaminated environmental media generated at the property will be managed in accordance with applicable state and federal laws. If during the remediation or future development of the City-owned portion of the Ashland/NSP Lakefront Site, the solid wastes or associated contamination (such as the lead contaminated soils) delineated during the Superfund investigations need to be removed, these materials will have to be handled, analyzed, treated and/or disposed of in a manner that complies with state and federal laws.
- The City agrees to maintain the rerouted storm water conveyances so they do not discharge to the Site.
- 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 state LGU exemptions will continue throughout the City's ownership of the property, but are not transferable from the City to future owners, except to other eligible LGUs.
- The exemptions do not apply if, after considering the intended development and use of the property, the Department determines that action is necessary to reduce to acceptable levels any substantial threat to public health or safety when the property is developed or put to that intended use, the Department directs the local governmental unit to take that necessary action, and the local governmental unit does not take that action as directed. The Department recommends that the City contact the Department to discuss in detail any proposed plans to put the property to an intended use under the City's ownership, before actions are taken. The Department will assist the City to protect public health or safety when the property is developed or put to that intended use.
- The Solid Waste liability exemption does not apply to any solid waste facility or waste site that was operated by the local governmental unit or was owned by the local governmental unit while it was operated.
- The Solid Waste liability exemption does not apply to a solid waste facility that was licensed under s. 289.31 or s. 144.44, 1993 stats.

- The Solid Waste liability exemption does not apply to property at which the local governmental unit disposed of waste that caused environmental pollution or a discharge of a hazardous substance at the property.
- The Solid Waste liability exemption, under s. 292.23, Stats., does not apply if the local governmental unit undertakes or authorizes construction on the property without the approval of the Department or if the local governmental unit undertakes an activity that interferes with a closed solid waste facility or waste site and that causes a threat to public health, safety, or welfare.
- The Solid Waste liability exemption only applies to property with respect to which, before the local governmental unit acquired the property, the Department imposed requirements related to health or safety for the maintenance of an active leachate or methane collection system, of a cap over waste on the property, or of a groundwater or gas monitoring system, if the local governmental unit complies with those requirements.
- The exemptions do not exempt a local governmental unit from land use restrictions required by the Department, including those that are necessary to prevent damage to a cap over waste on the property or to otherwise prevent uses of the property that may cause a threat to public health or safety.

Q. Does the City of Ashland qualify for the liability exemption under s. 292.23 of Wisconsin Statutes? Is the exemption retroactive to the date of the acquisition of the property? Does the acceptance of demolition material impact the liability exemption?

A. As explained previously, the City of Ashland acquired the Schroeder Lumber property from Ashland County, through the state's tax delinquency proceedings. Ashland County also qualified for the liability exemptions through its method of acquiring the property. Therefore, the City qualifies for both the Spill Law and Solid Waste liability exemptions available to local governmental units for the Schroeder Lumber Company property.

The City of Ashland's purchase of the Northland College property from Northland College does not qualify the City for the LGU and Solid Waste liability exemptions for that property. The City therefore retains environmental responsibility for the Northland College property, including any discharges of hazardous substances that may originate from the property or any solid waste at the property.

The Solid Waste liability exemption for the Schroeder Lumber property is retroactive to the date of acquisition. However, whether the City continues to enjoy the protections afforded this exemption depends on how the City has used the property, and what activities the City has conducted on the property since it was acquired. Section 292.23(2), Wis. Stats., states in part, "**(2) Exemption from liability.** ...a local governmental unit is exempt from s. 289.05, Stats., and rules promulgated under that section, with respect to property acquired by the local governmental unit before, on, or after June 3, 2006...". This wording shows that the date of acquisition, even if it occurred before the liability exemption provision of the statute was law, still provides liability protection from the actual date of acquisition.

There are a number of exceptions to the Solid Waste liability exemption, and limitations on how the exempt property can be used by the LGU that owns the property. These are listed in 292.23(3), and include, in part:

"(e) Subsection (2) does not apply to any solid waste facility or waste site that was operated by the local governmental unit or was owned by the local governmental unit while it was operated.

(f) Subsection (2) does not apply to a solid waste facility that was licensed under s. 144.44, 1993 stats., or s. 289.31.

(g) Subsection (2) does not apply to property at which the local governmental unit disposed of waste that caused environmental pollution or a discharge of a hazardous substance at the property.

(h) Subsection (2) does not apply to waste generated on the property by the local governmental unit, its agents, or its contractors.

(i) Subsection (2) does not apply if the local governmental unit undertakes or authorizes construction on the property without the approval of the department or if the local governmental unit undertakes an activity that interferes with a closed solid waste facility or waste site and that causes a threat to public health, safety, or welfare.

(j) Subsection (2) only applies to property with respect to which, before the local governmental unit acquired the property, the department imposed requirements related to health or safety for the maintenance of an active leachate or methane collection system, of a cap over waste on the property, or of a groundwater or gas monitoring system if the local governmental unit complies with those requirements.

(k) Subsection (2) does not exempt a local governmental unit from land use restrictions required by the department, including those that are necessary to prevent damage to a cap over waste on the property or to otherwise prevent uses of the property that may cause a threat to public health or safety."

Based on the City's question: "Does acceptance of demolition material impact the liability exemption?," the statutory provisions listed above may impact a local government's Solid Waste liability exemption, under s. 292.23, Stats. In particular, provisions (e) and (g) may be most directly relevant. If a local government disposed of waste at a site, that they later acquired, this could affect their liability exemption status. Further, if the local government disposed of waste on the property after acquisition or allowed others to do so, that could impact the s. 292.23, Stats., exemption.

To date, the Department does not possess information that the City, prior to or after acquisition, disposed of solid waste on the former Schroeder Lumber and former Northland College properties. Further, the Department has no data that would compel a response under the Spill or Solid Waste laws by the City based on the environmental conditions and the state law exemptions.

Q. What responsibilities does an owner have to ensure that due care is exercised at their property? What is the standard for due care?

A. The responsibilities and standards for due care vary depending on the property owner's liability status for a specific property, and what state and federal laws apply. Therefore, the City of Ashland's responsibilities and standards for due care may vary between the former Schroeder Lumber property where state local government liability exemptions apply, and the former Northland College property where those liability exemptions do not apply.

For the Schroeder Lumber property, where the City has both the Spill Law and Solid Waste liability exemptions, the standards of due care include, but are not limited to secs. 292.11(9)(e) and 292.23 of the statutes, respectively. In addition, even if the City is exempt from certain obligations, as the owner of the property, the City has certain responsibilities under s. 292.12, Stats., regarding maintaining any long-term obligations or land use conditions after the remedial actions are completed.

For the Northland College property where the City does not qualify for the liability exemptions, the standards of due care for the property may vary. They include the environmental statutes and administrative codes that govern the behaviors of property owners responsible for management of lands containing historic solid wastes and hazardous substances discharges. Examples include, but are not limited to:

- Notification requirements under the state's Spills Law.
- State solid and hazardous waste management requirements under NR 500 and NR 600, respectively.

- State hazardous substance investigation and clean up requirements under s. 292.11, Stats. and NR 700, Wis. Adm. Code.
- Maintaining any long-term obligations in accordance with s. 292.12, Stats., to ensure the property remains protective, if environmental response actions are taken.

See the specific laws and administrative codes to determine the nature of the City's due care responsibilities.

Q. Does the City have the benefit of an off-site exemption because the contaminated materials migrated onto the property?

A. The City may qualify for an off-site exemption for the various properties it owns, if it complies with all of the statutory requirements associated with the off-site exemption, under s. 292.13, Stats. If the City would like the Department to provide such a determination in writing, an application and appropriate review fee from the City to the Department would by required for each property. Please refer to the enclosed factsheet, for the details associated with the state's off site exemption. Please contact Mr. Jamie Dunn if you would like further information about how to apply for an exemption.

Concluding Remarks

The Department believes this letter provides the City with the liability assurances and environmental clarifications concerning the state's environmental liability exemptions with regards to the former Schroeder Lumber Company and former Northland College properties. We hope it helps the City move forward on its dealings with the U.S. EPA, and on the City's important lakefront redevelopment plans.

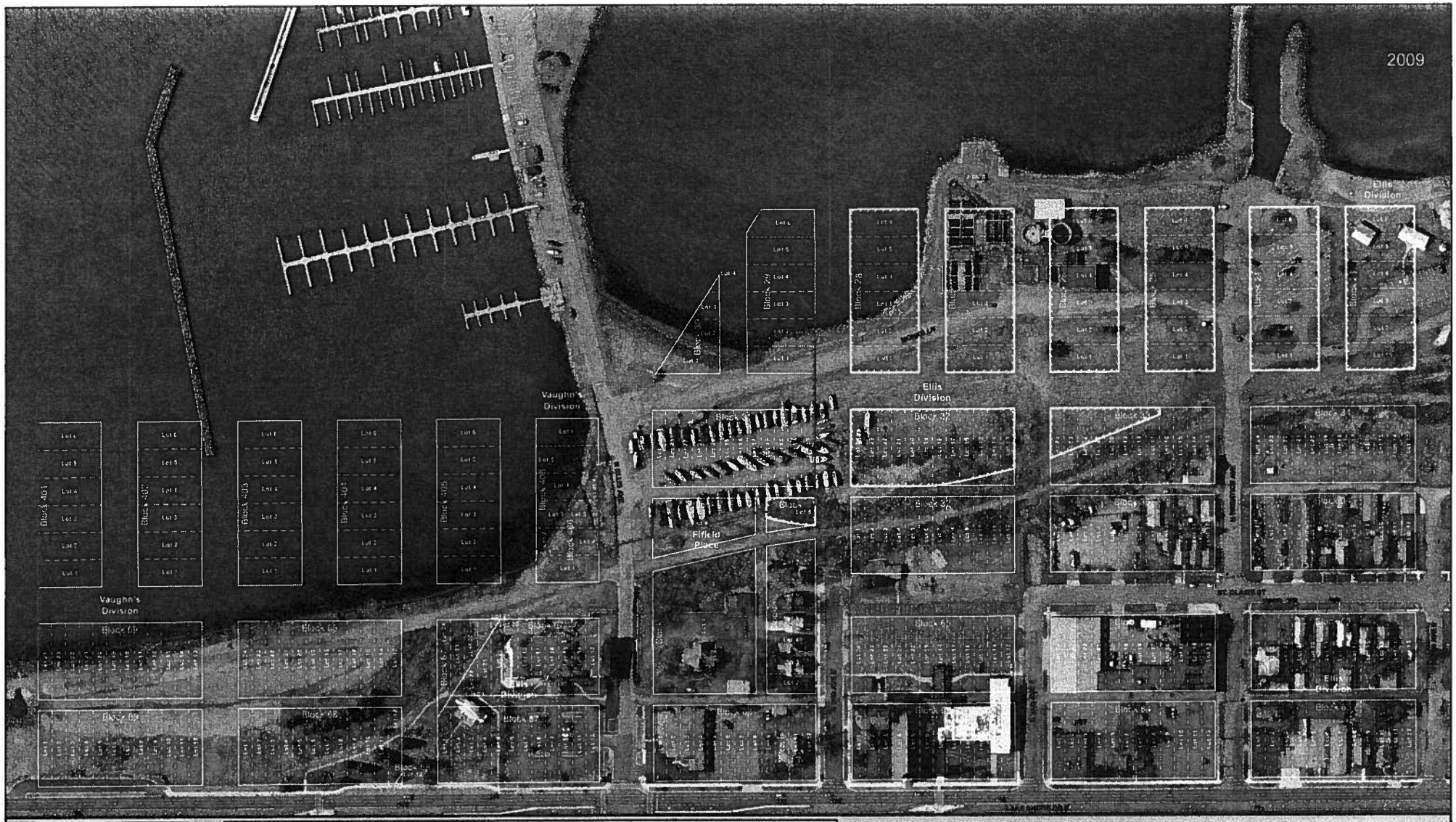
Should you have questions regarding technical aspects of the property, please contact Jamie Dunn at (715) 635-4049. If you have liability questions concerning this letter, please contact Dan Kolberg at (608) 267-7500. Best wishes for your successful brownfields redevelopment efforts. Let us know if we can be of further assistance.

Sincerely,

John Robinson
Northern Region Team Supervisor
Remediation & Redevelopment Program

Attachments: Aerial Photo Maps of 1939 and 2009 City of Ashland Land Acquisition
Off-Site Contamination - How Does It Affect My Property? Publication RR 589

Cc: Jamie Dunn – Spooner, DNR
Dan Kolberg – DNR, Madison-RR/5
Richard Yde/Dan Gustafson – Stafford Rosenbaum LLP
Darsi Foss - DNR, Madison-RR/5
Dan Graff - DNR, Madison-LS/8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Index Map
City of Ashland
Legend
Quit Claim Deed V168 P52
Acquired from Ashland County 1942
Warranty Deed V396 P148
Acquired from Northland College 1986
Block
Subdivision
Aerial Photos; Taken April 2009, Natural Color, Pictometry International.
The City of Ashland does not guarantee or warrant the accuracy, currency, completeness, suitability, reliability, or fitness of information depicted in this map. Information should not be relied upon to establish legal title, boundary lines, and locations of utilities and/or other improvements.
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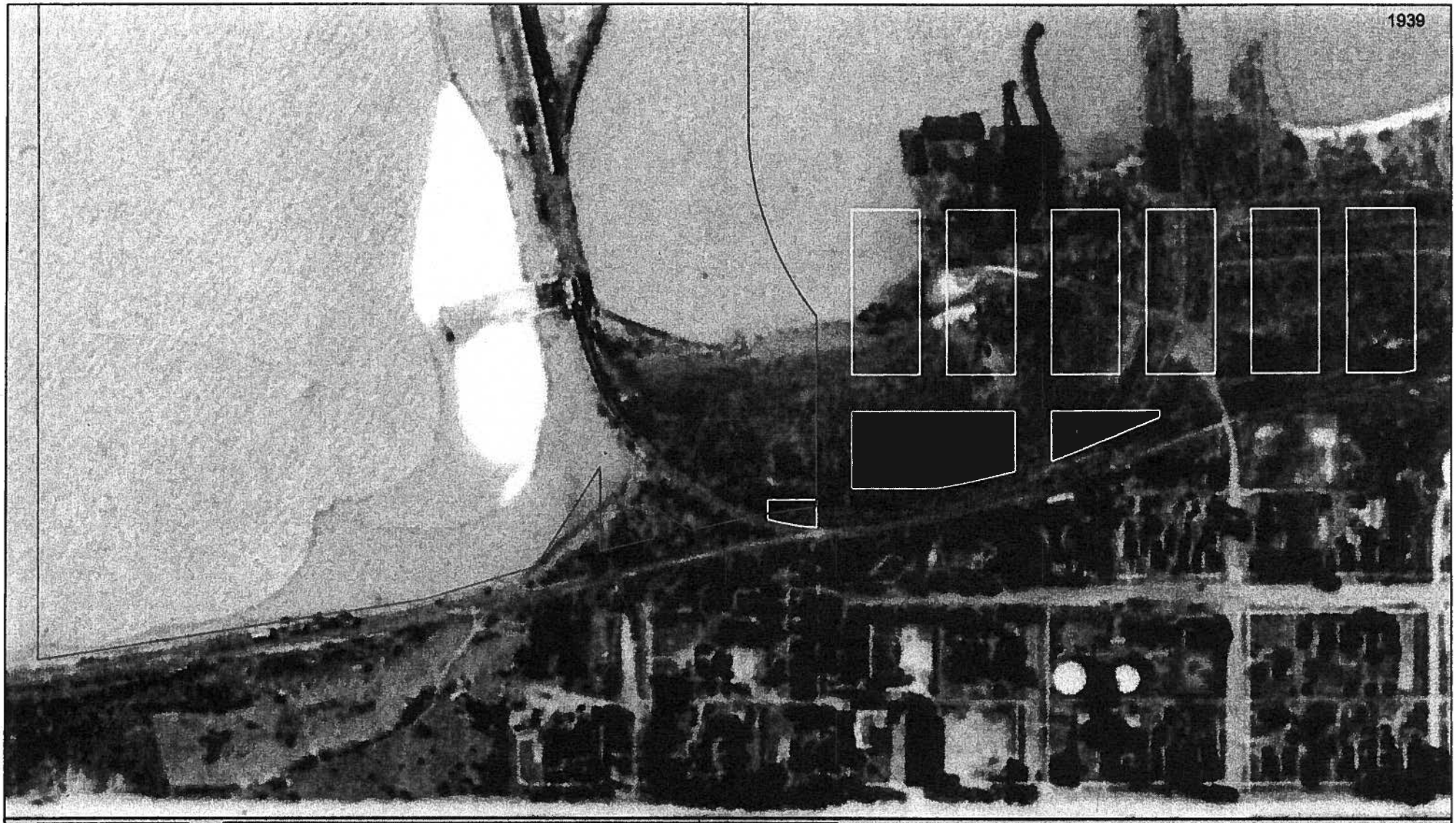
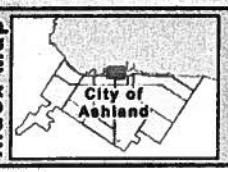
1 in. = 161 feet
City of Ashland Land Acquisitions
NSP Lakefront Site, Ashland, WI
City of Ashland
Dept. of Public Works
Geographic Information Systems Division
Created: Febuary 25, 2010
Ashland



Index Map



Legend

Quit Claim Deed V168 P52
Acquired from Ashland County 1942

Warranty Deed V396 P148
Acquired from Northland College 1986

Block

Subdivision

Aerial Photos: Taken 1939

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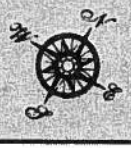

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1 in. = 181 feet

City of Ashland Land Acquisitions
NSP Lakefront Site, Ashland, WI

City of Ashland
Dept. of Public Works
Geographic Information Systems Division
Created: Febuary 25, 2010

Off-Site Contamination – How Does It Affect My Property?

PUB-RR-589 Fact Sheet 10 June 2005

Contamination of property from hazardous substances can come from two sources – either the contamination comes from sources on the property or it comes from sources "off-site". For persons who possess or control a property impacted by off-site contamination (e.g., a property owner), Wisconsin state law provides liability exemptions.

The statute, s. 292.13 Wis. Stats., limits the responsibility of the person who possesses or controls the property when soil, sediment, or groundwater contamination migrates onto their property from another property.

The Wisconsin Department of Natural Resources (DNR) provides this off-site exemption, as well as liability clarifications, to those individuals affected by contamination that originated at sources not under their control or possession.

These provisions are important because without them, the state's Hazardous Substance Spills Law, s. 292.11, Wis. Stats. (also known as the Spill Law), requires those who possess or control a contaminated property to take remedial actions.

With an off-site exemption, however, persons who possess or control property are not responsible for taking any action on contamination that migrates onto their property if they meet certain conditions. In addition, if persons meet those conditions, they can – for a fee – request that the DNR provide them with a letter clarifying that they are exempt from the Spill Law with respect to the substance(s) migrating onto the property.

This exemption encourages redevelopment of these properties, yet continues to require those responsible for the source of contamination to conduct the appropriate actions (e.g., removal of barrels, investigation, cleanup, etc.).

What is "Off-Site" Contamination?

"Off-site" contamination, as described in s. 292.13, Wis. Stats., means one or more hazardous substances that have migrated in groundwater, sediment or soil and are found on a property other than the original contamination source. The term "off-source" is also used to describe this type of contamination.

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Wisconsin Department of Natural Resources
PO Box 7921, Madison, WI 53707

Off-Site Exemption Letter – When Should I Request One?

The off-site exemption applies to the discharge of a hazardous substance to the environment from the source property to another property, where the released substance migrates in soil, sediment, surface water or groundwater.

Examples of situations where discharges on source properties may migrate to neighboring properties through soil, sediment, groundwater or surface water include (but are not limited to):

- spills or releases of hazardous substances from industrial practices;
- leaking underground storage tanks;
- discharges of hazardous substances to groundwater at waste disposal sites containing solid or hazardous waste; or
- hazardous substances in sediment that are carried by water to another property (i.e., during a flood, when contaminated sediment is carried by water from another source onto shoreline property).

A person may request DNR staff determine whether he/she qualifies for an off-site exemption to:

(1) summarize the clean-up liability status, especially for those property owners unfamiliar with Wisconsin state laws;
(2) provide comfort to property owners or prospective purchasers who seek an off-site exemption or liability clarification in writing from the DNR; and
(3) establish the adequacy of the site-specific information, in case there is a question about who is responsible for the contamination.

Eligibility Requirements For An Off-Site Exemption

Eligibility for the off-site exemption is limited to persons who possess or control the affected property. A "person," defined in s. 292.01(13), Wis. Stats., means "an individual, owner, operator, corporation, limited liability company, partnership, association, municipality, interstate agency, state agency or federal agency."

The off-site exemption requires that the person or party meet all of the statutory conditions listed below. If one or more conditions are not met, the DNR can still provide an applicant with a written determination that clarifies liability, but does not provide the exemption. This letter is called a general liability clarification letter.

To receive a written determination under s. 292.13, Wis. Stats., that confirms the off-site liability exemption, the person requesting the exemption must demonstrate the following:

- a discharge from an off-site source is present on the property that the person possesses or controls;
- the person does not possess or control the source property;
- the person did not and does not currently possess or control the hazardous substance on the source property; and
- the person did not cause the original discharge of hazardous substances.

In addition, the person must agree to comply with the following:

- allow reasonable access of the property to the DNR – and any responsible party – for the purpose of conducting environmental response actions;
- not interfere in any actions taken to respond to the discharge;
- avoid actions that worsen a discharge;
- comply with any other site-specific condition the DNR deems necessary to ensure that an adequate response action is taken; and
- take actions to prevent an imminent threat to human health, safety or welfare, or to the environment due to soil contamination, including sediment contamination, when required by the DNR to do so.

"Persons" who meet the statutory criteria listed above, have the off-site liability exemption, regardless of whether they have an off-site letter from the DNR.

Persons who do not satisfy one or more of the criteria necessary for the off-site exemption are eligible for general liability clarification letters from the DNR.

An example is a prospective purchaser who does not yet "possess or control" a property with off-site contamination. In these situations, DNR will provide a site-specific determination of liability based on submitted information and may identify the additional criteria that must be met to qualify for the off-site exemption.

Each situation will vary depending on the site-specific information. Generally, when historical uses and potential releases on the source property are the same as or similar to those on the off-site property, the DNR requires more information to determine if an off-site exemption is warranted.

Once I Have An Off-Site Exemption – What Am I Exempt From?

With respect to hazardous substances migrating onto property from off-site sources, the person who possesses or controls the property and meets the eligibility criteria in s. 292.13, Wis. Stats., is exempt from the following requirements in the Spill Law:

- the responsibility to take necessary response actions (e.g., investigation, cleanup, etc.) to restore the environment to the extent practicable, and minimize the harmful effects of the discharge to the air, land or water;
- the ability of the DNR to order preventive measures if the existing control measures are found to be inadequate to prevent further discharges;
- the requirement to reimburse the DNR for any costs associated with the DNR responding to the contamination on the person's property; and
- actions that could be required if the DNR were to issue an emergency or special order for the protection of public health, safety or welfare.

The person or party who possesses the property impacted by off-site contamination is still required to provide immediate notification to the DNR under ch. NR 706, Wis. Adm. Code, and s. 292.11(2), Wis. Stats., regarding the presence of a discharge of a hazardous substance, even if it originates from a neighboring property.

If the DNR has already been notified about the contamination source, another notification is not necessary.

When Will I Get An Off-Site Exemption Letter And When Will I Get A General Liability Clarification Letter?

The DNR provides written determinations under s. 292.13(2), Wis. Stats., to persons who own, control, lease, or otherwise possess or control property impacted by off-site contamination.

If the applicant does not meet all of the off-site criteria – for example, does not yet "possess or control" the property (e.g., a prospective purchaser) – a general liability clarification letter can be provided. The same fee applies to each letter.

If all the criteria in s. 292.13, Wis. Stats., are met, DNR will issue a written determination of the off-site liability exemption for persons who possess or control affected property.

If the criteria for the exemption are not met, DNR will issue a general liability clarification letter that explains the person's liability, and may describe the remaining conditions under which the off-site liability exemption would be available to the applicant.

A general liability clarification letter, under s. 292.55(l)(d)1., Wis. Stats., can be provided upon request for the following situations:

- for a lessee who does not "control" the property;
- for a prospective purchaser who meets all of the off-site exemption criteria in s. 292.13, Wis. Stats., except ownership of the property;
- for an area-wide request; these requests are made to clarify the liability of numerous property owners whose properties have contamination that has migrated from a single source property, and where each property owner is not requesting or eligible for a property-specific, off-site exemption letter; or
- for a situation where it has not yet been demonstrated that contamination has migrated onto a property, or where any other condition required for an off-site exemption has not been met.

How To Request An Off-Site Exemption Letter or Liability Clarification Letter

An applicant should fill out DNR Form 4400–201 and send it with the necessary information and fee to the appropriate DNR regional office (see pp. 9-10 for additional information). The DNR will determine whether the applicant is eligible for the off-site exemption letter or the general liability clarification letter.

The determinations are based on site-specific information. If the applicant is not eligible for the off-site exemption letter, a general liability clarification letter will be issued that may include the conditions under which the exemption would be available to the applicant.

To view the fee schedule or current fee information, please check the DNR's Remediation and Redevelopment (RR) web site at http://dnr.wi.gov/org/aw/rr/Services_Fees/index.htm. The fees are also listed in ch. NR 749, Wis. Adm. Code.

What Information Do I Need To Submit For An Off-Site Exemption Letter?

In general, the person requesting the letter must submit information that the DNR determines is adequate to substantiate the following:

- contamination exists in soil, sediment or groundwater on the applicant's property;
- contamination has migrated to the applicant's property from a neighboring property;
- the applicant did not cause and does not possess or control the discharge on the source property; and
- the applicant does not possess or control the source property.

Other information the DNR may request includes the type and volume of hazardous substances handled, generated, or stored on the applicant's property during the period of ownership and/or length of the lease.

This information may be contained in environmental assessments conducted on the property, or from environmental site assessments or site investigations conducted on neighboring properties.

Is a Phase I and II Environmental Site Assessment (ESA) adequate to demonstrate that the contamination is migrating from off-site?

In most cases, standard Phase I and II environmental site assessments (ESAs) will not be adequate to demonstrate that contamination is migrating onto the property from an off-site source. An ESA may document the presence of hazardous substances on a property, but usually

has insufficient information to exclude the property as the source of the contamination.

Generally, the amount of necessary sampling information will be greater when historical uses and potential releases on the source property are the same, or similar to, those on the off-site property.

In these instances, the type of assessment needed to obtain a written off-site exemption from the DNR will be broader in scope than a standard Phase II ESA. The assessment will need to be more in line with the type of sampling that describes the degree and extent of contamination and determines a contamination source, performed in accordance with site investigation requirements under ch. NR 716, Wis. Adm. Code.

If reports regarding the source discharge are available, that will help demonstrate that the contamination is migrating from off-site.

Does the DNR have the authority to ask for more information prior to making an off-site determination?
Yes. The person who requests the off-site exemption is required to provide the DNR with sufficient information to make the determination. If the initial information is inadequate, DNR staff will request additional data.

For example, staff may ask the applicant to provide information on the source of contamination or the lack of a source on the property in question. If sufficient information is not received, DNR may indicate to the applicant that it cannot issue an off-site letter. **Lack of adequate information is the most frequent reason for DNR's denial of an off-site exemption.**

Must the source of the contamination be confirmed prior to receiving the exemption letter?
In most cases, the person seeking the exemption letter does not need to identify the exact location of the source of the off-site contamination. However, to meet the requirement, the applicant must establish that the source is **not** located on the affected property for which the off-site liability exemption is being requested.

In certain cases, the applicant may also need to establish that the source of contamination is not located on any other property that the applicant previously possessed or controlled, or currently possesses or controls. In other words, the applicant is not eligible if they are responsible for the source of contamination.

Is the fact that the neighboring property is contaminated meet all the conditions I need to receive an off-site exemption letter from DNR?
No, by itself, the presence of nearby contamination does not establish that all the conditions for the off-site exemption have been met.

There needs to be enough information to demonstrate that there has been migration of the hazardous substances onto a property before DNR can make a determination. Other site-specific information, as previously listed, is also needed.

Generally, DNR's determination will require that sampling has been done on a property to confirm that a hazardous substance is actually present on the off-site property.

The results of such sampling are often found in either a site assessment or site investigation report done for the release from the source property. Site investigations typically establish which properties have been impacted by the contamination.

In certain cases, sampling on the property for which the off-site exemption letter is requested may not be necessary if sample results from neighboring properties clearly imply that contamination has migrated onto the property in question.

If the off-site property is not yet affected by contamination, or it has not been demonstrated that contamination from the neighboring

property is impacting a property, a person is not eligible for the off-site exemption letter. However, a liability clarification letter may be issued in some cases.

How can an applicant determine if the available technical information is adequate for the off-site exemption letter?
An applicant should review all the information available pertaining to the affected property and the source property. If they are unsure of what the information means, they may want to hire a competent environmental professional to review the information prior to filling out the application, as well as collect any additional data if necessary.

After the application and fee are submitted, the DNR will review and issue a written determination. If the information provided is inadequate, the DNR will request additional information.

If there is area-wide contamination, and a party requests a liability clarification for multiple properties, but not specifically for a property the party owns, what kind of information should the party submit with the request?
An applicant who is requesting a liability clarification letter in the case of area-wide contamination should submit any available information on the cause of the contamination and any investigation and clean-up activities undertaken.

Most of this information may be available in existing reports in DNR files related to the source property. This information may be in the form of a site investigation report, remedial action plan, or closure request.

The request should also include any available maps of the area that illustrate known environmental impacts to the properties in question. The DNR may then be able to provide a letter explaining the general environmental liability of the owners of properties affected by area-wide contamination. The DNR may also provide an off-site exemption letter upon request from individual property owners in this type of situation.

What is the GIS Registry of Closed Remediation Sites and how is it related to the off-site liability exemption? If my property is listed on the GIS Registry, is this enough for me to receive an off-site determination from the DNR?
In Wisconsin, state regulations allow for some properties to be considered "closed" – i.e. when the DNR determines that all appropriate investigation and cleanup have been performed to state standards – when there is still residual soil or groundwater contamination existing on the properties.

This situation occurs when natural attenuation is used as the clean-up remedy. Natural attenuation is the use of natural processes in soil and groundwater to contain the spread and reduce the amount of contamination.

The DNR has a Geographic Information System (GIS) Registry of Closed Remediation Sites, which is a database of properties that have been closed with residual soil or groundwater contamination. Properties with off-site contamination are also included on this GIS Registry.

Following the cleanup, property owners with off-site contamination on their properties are notified regarding inclusion on the GIS Registry before a case is closed.

The off-site liability exemption is related to the GIS Registry in that properties whose owners receive these notification letters are affected by contamination from the reported source. However, simply receiving a copy of this notification letter is not adequate information by itself to substantiate that the off-site exemption criteria, under s. 292.13, Wis. Stats., are met. More specific information is needed.

For more information on the GIS Registry and for maps and other site-specific information, please see http://dnr.wi.gov/org/aw/rr/gis/index.htm.

Responsible Party Requirements

Who is a "Responsible Party" (RP)?
A "responsible party" (RP) is the person who caused the release of the hazardous substance, or who possesses or controls (i.e., owns) the hazardous substance discharge.

What if there is contamination present from on-site as well as off-site sources?
All property owners are responsible for taking appropriate response actions for any hazardous substance discharges on their property. However, for hazardous substances that migrate onto and affect a second property from a source property, cleanup is the responsibility of the owner of the source property or the person who caused the release of the hazardous substance.

The property owner affected by off-site contamination would not be responsible for any additional investigation and clean up of any hazardous substances migrating onto the property – assuming the off-site hazardous substances can be distinguished from hazardous substances released from an on-site source, and assuming the property owner meets the requirements of s. 292.13, Wis. Stats.

If the same type of contamination is found on the neighboring property and the property for which the off-site exemption is requested, sufficient information needs to be presented to convince the DNR that the source is actually located off the property. A discussion with DNR technical staff is recommended for these sites.

Difficult cases include those where several adjacent properties have had similar past land uses, such as properties with underground storage tanks (USTs), industrial operations, or historic fill sites.

If contamination is detected on one property, it can be difficult to determine exactly where the source of the contamination is located.

What if soil, sediment and/or groundwater impacted by off-site contamination needs to be managed on or off the property?
The person managing, excavating, or building on the contaminated soil, sediment or groundwater would be required to follow all applicable local, state and federal laws regarding the management, placement and disposal of those materials. The off-site liability exemption does not waive those requirements.

What can the responsible party do if an adjacent property owner refuses to give access to allow sampling or cleanup to occur?
A responsible party who has been denied access to respond to the discharge of hazardous substances should document the attempts to gain access. This information and a copy of an access agreement the RP attempted to use to get access to the property – that shows the proposed reasonable terms – should be sent to the DNR.

The DNR will evaluate the attempts to gain access and contact the property owner who has refused reasonable access in an effort to facilitate the clean-up process. The DNR may revoke a person's off-site liability exemption if the person denies access to an RP who wants to respond to the discharge. The DNR could then require that person to respond to the discharge.

As a last resort, the DNR can exercise its inspection authority to gain access in order to respond to the contamination (please see the following section for more information).

Off-Site Property Owner Responsibilities

What are my rights and responsibilities if my property is impacted by off-site contamination?
If you detect contamination on your property, you must provide immediate notification to the DNR under ch. NR 706, Wis. Adm. Code, and s. 292.11(2), Wis. Stats. The discharge of a hazardous substance must be reported to the state even if it is likely to have originated on a neighboring property.

You are still responsible for allowing reasonable access to the responsible party and to the DNR to conduct environmental response actions. If you fail to allow access, you may be held responsible for completing necessary response actions.

You have the right to see the data collected from your property. If you have trouble obtaining this data from the responsible party, you may contact the DNR to obtain the data. You also have the right to negotiate a private agreement with the responsible party for restoration to your property for damage resulting from remediation work. The DNR is not a party to these private agreements.

You can negotiate the removal of contaminants from your property as part of the responsible party's clean-up action.

However, DNR cannot compel a responsible party to conduct a cleanup beyond that which meets state requirements, which in some cases allows for residual groundwater and soil contamination.

When would the DNR require the off-site property owner to take actions to prevent an imminent threat due to soil or sediment contamination?
In some cases, the DNR may require that the person in possession or control of soil or sediment contamination from an off-site source take some limited actions, as outlined in s. 292.13(1m) (e), Wis. Stats.

Generally, the DNR will require that the person who caused the discharge or who possesses or controls the source of the discharge to conduct any necessary emergency actions.

Where that party or parties are not willing or able to do so, the DNR may hire an environmental firm to take the necessary emergency actions if it is a high priority site and if state funds are available to pay for the emergency actions.

However, the DNR also has the authority to require the person whose property is impacted by off-site discharges in the soil or sediment to take necessary actions to prevent an imminent threat to humans or the environment. What constitutes an "imminent" threat will be determined on a case-by-case basis, as outlined in ch. NR 708, Wis. Adm. Code.

Actions may include limiting public access to the property; identifying, monitoring and mitigating fire, explosion and vapor hazards on the property; and visually inspecting the property and installing appropriate barriers.

What if the person who receives the off-site exemption refuses to allow access to the impacted property?
The DNR may assist with resolving disputes between the affected property owner and the party seeking access. A person who refuses access to the responsible party or the DNR for the purpose of conducting environmental response actions has failed to meet an eligibility requirement for the off-site liability exemption.

Ultimately, if access is not granted, the exemption could be revoked. In addition, the DNR may determine that the person who refuses access is exercising possession or control of the contamination migrating onto his or her property, and could therefore be required to take any necessary response actions.

Purchase, Easement or Lease of Source Property or Property with Off-Site Contamination

What happens if a person with the off-site exemption purchases or leases the source property?
If the person with the off-site exemption takes possession or control of the source property where the off-site contamination originated, the off-site exemption would no longer be in effect for that person.

This individual, along with any other person who is responsible for the contamination, would then be responsible for investigating and cleaning up the contamination from the source property, in accordance with the Spill Law.

If the person with the off-site exemption leases or has an easement for the source property, the terms of the lease or easement would determine whether or not the lessee actually controlled the hazardous substance on the source property.

If the affected property is being leased, who should receive the off-site letter?
The answer to this question depends on who requested the letter and presented the supporting information to the DNR. The property owner could request an off-site letter for property that is leased, and could receive the off-site letter.

The lessee could request an off-site letter when, by virtue of a lease agreement, the lessee is exercising possession or control over the hazardous substance discharge or restricting access to the property.

It is the DNR's preference that the property owner and lessee request an off-site letter simultaneously in order to ensure a coordinated response to all parties, especially concerning future access to the property.

Each person should submit a separate application and fee for an off-site exemption letter. Applicants who lease or plan to lease a property affected by an off-site discharge should include a copy of the lease agreement that relates to the control or release of hazardous substances with their application.

For More Information or To Obtain an Application Form

An application (form 4400-201) can be printed off the DNR's web site at http://dnr.wi.gov/org/aw/rr/archives/pubs/4400-201.pdf.

Is the off-site exemption or DNR letter transferable to the next property owner?
No, the off-site exemption and letter are not transferable between parties, such as between the buyer and seller of a property.

However, if the new owner meets the statutory criteria, they would qualify for the off-site liability exemption. A new written determination from DNR would require information to show that the new owner did not cause the release of the contamination or possess or control the source property.

Subsequent owners who would like an off-site exemption letter will need to request a letter and pay the fee to the DNR, and will need to provide the information necessary for the DNR to issue an off-site exemption letter.

Department of Natural Resources Land Recycling Team

For assistance with any information about off-site exemptions or liability clarifications, please contact the RR staff member in your area.

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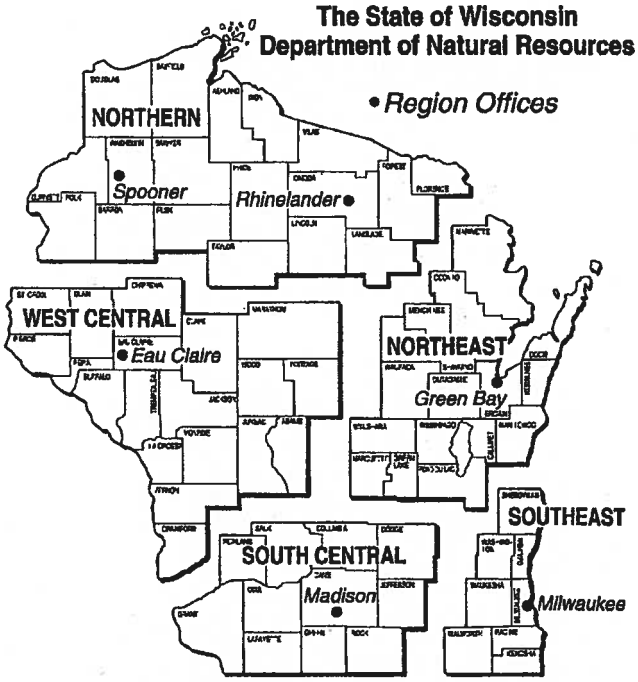

This document may contain some information about certain state statutes and rules but does not necessarily include all of the details found in the statutes/rules. Readers should consult the actual language of the statutes/rules to answer specific questions. The Wisconsin Department of Natural Resources provides equal opportunity in its employment, programs, services, and functions under an Affirmative Action Plan. If you have any questions, please write to Equal Opportunity Office, Department of Interior, Washington, D.C. 20240

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V
77 W. Jackson Blvd.
Chicago, Illinois 60604

January 31, 2005

Mr. David W. Frasher, City Administrator
Ashland City Hall
601 Main Street West
Ashland, Wisconsin 54806

Re: Ashland/NSP Lakefront Superfund Site
City of Ashland's Proposal to Purchase Rail Road Property (contained within the Superfund Site boundary)

Dear Mr. Frasher:

I am writing in regard to the City of Ashland's plan to purchase certain property located within the boundaries of the Ashland/NSP Lakefront Superfund Site (Site). I understand you have discussed the Site and the planned uses of the property in question with Sharon Jaffess, the Remedial Project Manager for the Site. As you know, it is the United States Environmental Protection Agency's (EPA's) policy to be supportive of the redevelopment of both Superfund and Brownfield sites. In fact, EPA has a Superfund Redevelopment Program which is a coordinated national effort to facilitate the return of the country's most hazardous waste sites to productive use by implementing cleanup remedies that are consistent with the anticipated future use of the sites. While EPA's primary mission is to protect human health and the environment, Superfund cleanups have also been instrumental in returning contaminated sites to productive use. The EPA has increasingly recognized the need to work with communities as part of the cleanup process to determine what the future use of the site is likely to be, so that EPA can try to make the cleanup protective for that use. This will allow communities to reclaim these properties as valuable assets.

With regard to the future use of the properties that currently comprise the Ashland/NSP Lakefront Superfund Site, EPA has the City of Ashland's September 26, 2003 Comprehensive Plan which describes the existing recreational/waterfront trails, proposed trails, and the proposals for marina improvement and expansion. Also detailed in the Comprehensive Plan is the City's intent to work with the Canadian National Railroad to remove unused tracks, address the trestle and ore dock, as well as ensure that rail service to the industrial park is maintained.

In order to facilitate the plan's proposed removal of unused tracks and extend the waterfront trail, it is our understanding that the City of Ashland is considering purchasing the railroad's property, including railroad property currently within the boundary of the Site.

Pursuant to the recent Brownfields amendments to the Superfund law, Section107(r)(1) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. §9607(r)(1), a bona fide prospective purchaser whose potential liability is based solely on the purchaser being an owner or operator of the property shall not be liable as long as the bona fide prospective purchaser does not impede the performance of a response action or natural resources restoration. Section 101(40) of CERCLA defines a "bona fide prospective purchaser" (BFPP) as a person who acquires ownership after January 11, 2002, and who meets the specific criteria of a bona fide prospective purchaser, 42 U.S.C. §9601(40)(A-H). To qualify as a BFPP, a person must (among other requirements) take "reasonable steps" with respect to stopping continuing releases, preventing threatened future releases, and preventing or limiting human, environmental, or natural resources exposure to earlier releases as described under CERCLA Section 101(40)(D), 42 U.S.C. Section 9601(40)(D). To the extent EPA's response action increases the fair market value of the property, EPA has the authority to perfect a windfall lien on the property of a bona fide prospective purchaser pursuant to CERCLA Section 107(r)(2), 42 U.S.C. Section 9607(r)(2). The windfall lien is limited to the increase in fair market value attributable to EPA's response action, and is capped by the amount of EPA's unrecovered response costs.

With regard to the removal of tracks and the paving of the former track area, EPA believes that such work can be compatible with potential Site cleanup scenarios. However, since the remedial investigation and feasability study (RI/FS) to determine the nature and extent of contamination at the Site is ongoing, and a remedy has not yet been selected, such compatibility cannot be known for certain. The railroad property is below a bluff and the subsurface of the bluff is known to contain coal tar, within its geological formations and within its groundwater. Some form of engineering may be necessary in the future, either on or near the railroad tracks to effectuate a remedy for that contamination. If the City proposes to install the pavement and trail prior to selection and implementation of the remedy the City must be cognizant that in the future the trail may be made off-limits for a period of time while construction of a remedy is implemented. Further, the trail may have to be relocated before, during, or after construction of some future remedy to allow for implementation of a remedy. In any case, when EPA evaluates remedies for the Site the existence of, or need for a trail, will be incorporated into the remedy selection process.

With regard to the "reasonable steps" criterion of the BFPP provision, please note that because there is currently subsurface contamination at the Site, and EPA is working with NSP-Wisconsin on delineating its extent, the following would entail some of the appropriate reasonable steps necessary to prevent or mitigate a release of hazardous substance at the Site:

- Avoid any activities that may result in the disturbance or migration of the contaminated soils and groundwater;
- Avoid any activities that may result in the exposure of individuals and ecosystems to the contaminated soils and groundwater;
- Refrain from any activities that would involve the penetration of the water table;
- Refrain from the tampering, opening, or damaging of any of the monitoring wells or piezometers located on the property;
- Refrain from interfering with the existing response activities ongoing at the property as conducted by EPA and NSP-Wisconsin.

Before utilizing the property, or implementing any work concerning the tracks and/or paving over those areas, EPA recommends that you contact the EPA Remedial Project Manager (Sharon Jaffess) for further compatibility approval.

This letter does not provide a release from CERCLA liability, but only provides information with respect to certain reasonable steps based on the information EPA has available to it. This letter is based on the nature and extent of contamination known to EPA at this time. If additional information regarding the nature and extent of hazardous substance contamination at the Site becomes available, additional actions may be necessary to satisfy the reasonable steps criterion. In particular, if new areas of contamination are identified (which may happen as the RI field work occurs this coming Spring), additional actions may be necessary to satisfy the reasonable steps criterion of the BFPP provision. In particular, if new areas of contamination are identified, or if the City identifies new uses for the property, it should ensure that reasonable steps are undertaken. As the property owner, the City should ensure that it is aware of the condition of the property so that it is able to take reasonable steps with respect to any hazardous substance contamination at or on the property. The RI/FS Work Plan contains detailed site maps and figures that provide the current known delineation of contamination and EPA will ensure that the City has access to this information.

Please note that the BFPP provision has a number of conditions in addition to those requiring the property owner to take reasonable steps. Taking reasonable steps and many of the other conditions are continuing obligations of the BFPP that must be undertaken throughout the City's ownership of the property. The City will need to assess whether your actions satisfy each of the statutory conditions for the BFPP provision and continue to meet the applicable conditions in order to retain the limitation on liability.

EPA hopes this information is useful to you. If you have any questions, or wish to discuss this letter, please feel free to contact Sharon Jaffess, Remedial Project Manager, at (312) 353-0536, or myself at (312) 353-8870.

Sincerely,

Craig Melodia
Associate Regional Counsel

Lake Superior's HOMETOWN

Ashland
WISCONSIN

April 21, 2004

Mr. Craig Melodia
Associate Regional Counsel
United States Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3590

Dear Mr. Melodia:

Thank you for your letter of April 14, 2004. The City finds that your letter adequately addresses our concerns with regard to the proposed access agreement. I have signed the agreement and transmitted it to Xcel Energy for further execution. A copy is enclosed herein for your information.

Please let me know if you have any questions.

Sincerely,

David W. Frasher
City Administrator

DWF/pme

Enclosure

c: David Crass
Jerry Winslow
Deborah Johnson
John Robinson
Council
Mayor Fred Schnook
City Attorney Scott Clark

CITY OF ASHLAND • 601 Main Street West • Ashland, Wisconsin 54806
Phone (715) 682-7071 • Fax (715) 682-7048

Printed on processed chlorine free paper with soy ink.

ACCESS AGREEMENT
Ashland Lakefront Site
Data Collection Required to Complete the Remedial Investigation

This Access Agreement is made and entered into this ____ day of March, 2004, by and between the City of Ashland, hereinafter referred to as the "City" and Northern States Power Company, a Wisconsin Corporation (d.b.a. Xcel Energy, a subsidiary of Xcel Energy Inc.) ("NSPW").

WHEREAS, the City owns certain real property generally referred to as Kreher Park located on the Lake Superior lakefront between Ellis and Prentice Avenues in Ashland, Wisconsin; and other real property including the former wastewater treatment plant in Kreher Park and various structures such as manholes along St. Clair Street and Ellis and Prentice Avenues; and,

WHEREAS, NSPW is required by the U. S. Environmental Protection Agency (EPA) to collect certain environmental samples in the area of Kreher Park and the aforementioned public streets pursuant to an Administrative Order of Consent (AOC), CERCLA Docket No. V-W-04-C-764, dated November 14, 2003, or pursuant to another directive issued by the EPA or the Wisconsin Department of Natural Resources (WDNR) and subject to the overview and the accompaniment of the EPA or the WDNR or its agents; and,

WHEREAS, the City is willing to grant access described herein to NSPW for the specific purposes and on the specific terms set forth herein.

Therefore, in consideration of the agreements set forth herein, the City and NSPW agree as follows:

1. Grant of Access. The City, acting through its Administrator, hereby grants access to NSPW and its employees, duly authorized representatives, agents, contractors and subcontractors, to enter upon and have access at reasonable times to the area known as Kreher Park or other property owned by the City of Ashland, for the following purposes and to perform the following "Work":

    1. Collect air, water, and soil samples.
    2. Videotape the two artesian wells located within Kreher Park.
    3. Enter the former wastewater treatment plant building in Kreher Park and manholes along St. Claire Street and Ellis and Prentice Avenues for the purpose of collecting air, water, or soil samples.
    4. Install monitoring wells, conduct soil borings, or excavate test pits or test trenches.
    5. Restore areas if disturbed by the foregoing activities.

2. Notice. NSPW or its agent shall notify the Director of Public Works for the City at least five (5) business days before it enters any property of the City and shall specifically arrange a reasonable time and manner to access property which may be secured by the City.

3. Indemnification. NSPW shall indemnify, defend and hold harmless the City and its agents, employees, and contractors against any claims, losses, damages, costs, judgments, or expenses, including reasonable attorney and other professional fees, arising directly from 1) any negligent or willful acts or omissions by NSPW or its representatives in connection with entering onto or performing such Work activities on City property, or 2) the removal, relocation, storage, or

handling of any liquid, soils, or other materials or substances of any kind in the course of performing such Work activities on City property.

4. Termination. This Agreement shall terminate upon completion of the Work or upon May 1, 2005, whichever occurs first.

5. Repair of City Property. NSPW agrees to reasonably repair any damage to Kreher Park or any other City Property caused by its activities during the performance of the Work contemplated by this Agreement and to reasonably restore Kreher Park property or any other City Property to the same condition as existed prior to such activities.

6. Binding Effect and Amendment. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the parties hereto, their assigns or successors, and the Agreement may only be amended by a written amendment properly executed by each party thereto, their assigns or successors in interest. This Agreement does not constitute a conveyance by the City to NSPW of any rights, title or interest in or to the Property which is the subject matter hereof and rather constitutes solely a limited and conditional license for ingress and egress pursuant to the terms hereof.

7. Governing Law. The laws of the State of Wisconsin shall govern all interpretations of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be bound hereby, have caused this Agreement to be executed.

CITY OF ASHLAND

City Administrator — Date: 4-19-04

City Attorney — Date: 4/20/04

NORTHERN STATES POWER COMPANY,
a Wisconsin corporation, d.b.a. Xcel Energy

By:_____

Its:_____

Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:
C-14J

April 14, 2004

David Frasher
City Administrator
City of Ashland
601 Main Street West
Ashland, WI 54806

Re: Access Agreement; Ashland Lakefront Site

Dear Mr. Frasher:

Thank you for the call on April 5th to discuss the proposed access agreement between the City of Ashland and Xcel Energy, Inc. ("Xcel"), for the collection of data from Kreher Park to complete the remedial investigation for the Ashland Lakefront Superfund Site ("Site"). As you informed me during our discussion, the City of Ashland is interested in having the United States Environmental Protection Agency ("U.S. EPA") sign the access agreement ("Agreement"). I have attached a copy of the Agreement I received from Sharon Jaffess, U.S. EPA's remedial project manager for the Site. For the reasons stated below, it is not necessary for U.S. EPA to sign the Agreement in order to provide oversight of the work Xcel will be conducting in Kreher Park.

As you are aware, Xcel is required to perform sampling and other activities at the Site under an Administrative Order on Consent (CERCLA Docket No. V-W-04-764), dated November 14, 2003 ("AOC"). The AOC requires Xcel to perform the remedial investigation and feasibility study at the Site, including sampling in Kreher Park, to determine the nature and extent of contamination and any threat to the public health, welfare, or the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants at or from the Site. Part of this process requires Xcel to collect sufficient data to develop and evaluate effective remedial alternatives for the Site. U.S. EPA and its contractors will provide oversight during performance of the remedial investigation and feasibility study, including the sampling in Kreher Park. Under the AOC, Xcel is responsible for obtaining access to those portions of the Site it does not own to perform the work, and for providing U.S. EPA and the Wisconsin Department of Natural Resources ("WDNR") access to conduct oversight, including: inspecting conditions, activities, records, operating logs, etc.; reviewing the progress of Xcel in carrying out work under the AOC; conducting tests as U.S. EPA or its authorized representatives deem necessary; using a camera or sound recording device; and verifying data submitted to U.S. EPA.

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The AOC is structured so that Xcel has primary responsibility for obtaining access to Kreher Park to perform the work under the AOC. For sites like the Ashland Lakefront Site where a private party is performing work under a consent order on property owned by a third party, the performing party under the order is required to obtain access from the property owner for itself and U.S. EPA. In these situations it is not necessary for U.S. EPA to sign the access agreement. In those cases where U.S. EPA is performing response actions itself pursuant to its authorities under the Comprehensive Environmental Response, Compensation and Liability and Response Act of 1980, as amended, ("CERCLA"), 42 U.S.C. §§ 9601 to 9675, U.S. EPA obtains access directly from the property owner or obtains access pursuant to Section 104(e), 42 U.S.C. § 9604(e). Even in those cases where U.S. EPA obtains access directly from the property owner, it does not sign the access agreement, rather the property owner executes a voluntary agreement granting U.S. EPA access to the property.

The Agreement between the City and Xcel is sufficient to cover the activities Xcel is required to perform in Kreher Park under the AOC. The Agreement also provides U.S. EPA and WDNR access to Kreher Park to perform oversight since it states that Xcel is required to collect samples "subject to overview and the accompaniment of the U.S. EPA or the WDNR or its agents ...." Since the Agreement as currently written provides access to U.S. EPA and WDNR for oversight of the work, it is not necessary for U.S. EPA to sign the Agreement. For this reason I would encourage the City to finalize the Agreement with Xcel as soon as possible.

U.S. EPA appreciates the City's cooperation in this matter and if I can be of further assistance please do not hesitate to contact me at (312) 353-8870.

Sincerely,

Craig Melodia
Associate Regional Counsel

encl.

cc:

David A. Crass, Esq.
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Wisconsin Department of Natural Resources
107 Sutliff Avenue
Rhinelander, WI 54501

FAX 312-886-4071 Larry Schmitt

ACCESS AGREEMENT
Ashland Lakefront Site
Data Collection Required to Complete the Remedial Investigation

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7. Governing Law. The laws of the State of Wisconsin shall govern all interpretations of this Agreement.

~~8. Agency Approvals~~

IN WITNESS WHEREOF, the parties hereto, intending to be bound hereby, have caused this Agreement to be executed.

CITY OF ASHLAND

_____ _____
City Administrator Date

_____ _____
City Attorney Date

NORTHERN STATES POWER COMPANY,
a Wisconsin corporation, d.b.a. Xcel Energy

By:_____ _____
Date

Its:_____

Approved by: EPA _____ } with signature lines
DNR _____

North America's Railroad

History of WC

Wisconsin Central Ltd. came into being in 1987, largest of the U.S. regional railroads created in the wake of deregulation. A success story by any measure, Wisconsin Central epitomized the renaissance in U.S. railroading that followed passage of the Staggers Rail Act in 1980.

From about 1960 on, the U.S. rail industry had struggled through a period of decline, losing market share to trucking at an alarming rate. Rigid regulation and restrictive work rules left the railroads with little flexibility to reduce fixed costs or respond rapidly to changing markets. Bankruptcies abounded. By the mid-1970s, the viability of much of the industry seemed threatened.

- Wisconsin Central Railway
- Sault Ste. Marie Bridge Company
- Fox River Valley Railroad
- Green Bay and Western Railroad
- Algoma Central Railway

Then the *Staggers Rail Act* changed everything. Largely freed from regulatory shackles, the industry quickly began to recover. Much light-density or duplicate trackage was abandoned or transformed into thriving short line railroads. At the same time, another wave of mergers rolled over the industry, creating massive rail corporations in both the east and the west.

The Soo Line, a 4,700-mile CP Rail subsidiary in the U.S. Midwest, moved to protect its position by acquiring the bankrupt Chicago, Milwaukee, St. Paul and Pacific Railroad (the Milwaukee Road). However, the acquisition greatly increased Soo's debt and created considerable duplication in parts of its network. So in 1986 Soo decided to form a "railroad within a railroad" - the Lake States Transportation Division - to operate some 2,000 miles of its trackage in Wisconsin and upper Michigan as a separate division.

Soo hoped that the "railroad within a railroad" could operate much more economically than its parent. But within a year, Soo realized that the hoped-for economies would only develop slowly, if ever. Before long, word went out that the Soo Line would entertain offers for the Lake States Transportation Division (LSTD).

Birth of a Railroad

Soo Line's announcement quickly attracted the attention of rail industry veterans Edward Burkhardt and Thomas Power. Burkhardt and Power firmly believed that the industry could prosper, freed from outdated regulation and rigid work rules and willing to shed its traditional indifference to customer service. Soo's Lake States Transportation Division presented an ideal opportunity to apply their philosophy.

On April 3, 1987, Soo Line announced the sale of LSTD to the Wisconsin Central Transportation Corporation (WCTC), a new company formed by a consortium of investors, including Burkhardt, Power, former Illinois governor Richard B. Ogilvie, and Robert H. Wheeler, along with Ronald G. Russ and Thomas W. Rissman. The company's name was well-chosen, harking back to a railroad that many years earlier had operated much of the trackage involved - the Wisconsin Central Railway. WCTC's owners also took a page from the past in choosing a logo for their new enterprise: the original Wisconsin Central's shield emblem, which it had adapted from the state's coat of arms in 1885.

During the next few months, the new company quickly took shape. WCTC itself would constitute a holding company

with three subsidiaries. One, Wisconsin Central Ltd. (WC), would operate the railroad. Another, WCL Railcars Inc., would own or lease the railroad's locomotives and cars, while the third, Wisconsin Bridges Inc., would own the Sault Ste. Marie Bridge Company.

A Start-up to Remember

Within a few months, WC was ready to roll, with an official launch date of September 11, 1987. Then out the blue, on the very day of the planned start-up, the Interstate Commerce Commission (ICC) imposed a 45-day delay so that it could further study the "unusually large and significant" transaction. All of WC's well-laid plans had to be placed on hold. Then just as suddenly, a wave of protest arose.

The governors of Wisconsin and Michigan as well as U.S. senators and representatives from both states, along with numerous shippers, communities, and employees bombarded the ICC with phone calls and letters.

The tactic worked. On October 8 the ICC backed down and declared that the stay would be lifted as of October 11. Over the next three days, WC officials worked frantically to close the deal and ready the railroad for business. And they succeeded. Bright and early on Sunday, October 11, 1987, WC's first train left Stevens Point en route to North Fond du Lac.

Service, service, service

During the early years, WC concentrated on upgrading track and equipment so that it could improve service and attract new business. WC turned a profit in its very first year and each year thereafter reported substantially higher traffic and revenue. Within a very short time, shippers and industry-watchers began to take notice. As early as 1989, Distribution magazine (now Logistics Management and Distribution Report) named it a "Quality Carrier," a distinction WC has continued to earn year after year. In 1990 three of WC's biggest customers singled it out for outstanding service. Then in 1992, Railway Age named it "regional railroad of the year."

By 1991 the company was flourishing, but still held a significant debt dating back to the original purchase. So in May 1991 WCTC went public, raising $36.2 million. Another stock offering the following year raised $48.7 million.

The Superior Connection

Wisconsin Central's ambitions soon began to expand beyond its own territory. One obvious opportunity lay in establishing a connection between Chicago and Duluth/Superior, gateway for traffic to and from the western part of the continent. Although WC already had a connection between Chicago and Duluth/Superior via trackage rights over the Soo between Ladysmith and Superior, WC was not allowed to handle overhead traffic between Superior and connecting railroads at Chicago.

In 1990 WC approached Soo with an offer to buy the line, but Soo's price was more than it was willing to pay. So the company arranged to purchase the Chicago and North Western's trackage between Superior and Cameron, 34 miles west of Ladysmith. However, the Soo/WCTC sales agreement also stipulated that Soo had the right to compel WC to buy the Superior/Ladysmith line if it acquired another route to Superior. Thus by mid-1992, WC found itself the owner of two routes to Superior running roughly parallel from points on its east-west main line.

WC then carved a single route out of the best portions of each line - the shortest of any railroad between Duluth/Superior and Chicago.

The Superior/Chicago route firmly established, WC promptly began vying for business from the west. In 1996 it teamed up with CN and CSX Intermodal to inaugurate a new intermodal service between west and east. They named it "The Superior Connection". The following year, WC began handling CN's own intermodal trains between Superior and Chicago and in 1998 undertook to handle CN's carload trains as well.

WCTC Expands - At Home and Abroad

Management knew that network expansion would lead to significantly higher traffic and revenues. Within five years of start-up, the company embarked on an aggressive acquisition campaign to expand its presence - not just in Wisconsin but on a global scale.

First WCTC acquired the Fox River Valley Railroad and the Green Bay and Western Railroad from Itel Rail Corporation through a new subsidiary, Fox Valley & Western Ltd., in 1993. Adding 479 miles to the system, the acquisition gave WC much stronger access to Green Bay and major paper mills and other industries in the Fox River Valley and Western Wisconsin. Largely as a result of this important acquisition, revenues and carloadings jumped 39% the following year.

WCTC then pounced on an opportunity to export its entrepreneurial management style to the other side of the world with the privatization of New Zealand Rail Ltd. The board of directors succeeded in assembling a consortium of investors (including WCTC), which purchased the railroad in September 1993 and subsequently named it Tranz Rail Ltd. A new WCTC subsidiary, Wisconsin Central International (WCI) would hold a 27% interest in the company and also received a contract to manage its operations.

Photo by Steve Glischinski, used with permission of Kalmbach Publishing Co.

Then in January 1995 WCTC expanded north of the border, purchasing the 322-mile Algoma Central Railway (AC) from the Algoma Central Corporation through a new subsidiary, WC Canada Holdings. The acquisition gave WC access to iron ore and timber resources along AC's main line from Sault Ste. Marie, Ontario, north to Hearst, Ontario.

WCTC capitalized on the privatization of British Rail's operations to launch its first European venture in 1995. A WCTC-led consortium acquired Rail Express Systems Limited, which carries some 25% of Britain's first-class mail. Early the following year, WCTC spearheaded yet another consortium to purchase 90% of three trainload freight companies, which were combined as English Welsh and Scottish Railway Holdings Limited (EWSR). Then in 1997, the consortium acquired another two rail freight companies in Britain.

Further expansion in northern Wisconsin and upper Michigan came early in 1997 when WCTC's Sault Ste. Marie Bridge Company acquired 207 miles of trackage from the Union Pacific Railroad. Connecting Green Bay with Ishpeming, Michigan, the trackage not only extended WCTC's reach into important production areas but shortened routing distances between key centres.

Later that year, WCTC launched a further foray on the international scene when it formed a consortium to acquire Tasrail, a 300-mile line on Tasmania, Australia's island state. WCTC formed a new subsidiary, Australian Transport Network Limited, to hold its one-third interest in the business and operate the railroad. Six months later, ATN acquired another railroad on Tasmania, the Emu Bay Railway.

Today's Wisconsin Central

By 2001, Wisconsin Central could look back on an astounding record during the 14 years since it was founded. Excluding overseas operations, traffic volume had grown by more than 300%. Annual operating revenue had risen during every year of the company's existence, and in 2000, was more than three times greater than it had been during the first full year.

Mileage had grown from about 2,000 to almost 2,800. Employment had risen from 662 to about 2,200. The size of the locomotive fleet had nearly tripled to 244 diesel units, while the number of rail cars had more than quadrupled to some 13,200. WC now ran an average of 120 trains each weekday compared to just 36 at start-up.

Wisconsin Central had capitalized on every opportunity that had come its way. It had demonstrated beyond question that its trademark style - fast-moving, entrepreneurial, and customer-friendly - constituted a ticket to success in regional railroading - not just in North America but around the world.

However, management realized that despite continuing to post record revenues, WC faced a less certain future as an independent regional. Service problems were eroding the business of major connecting railroads. WC had become vulnerable to industry developments beyond its territory and control. Meanwhile, even though North American operations continued to flourish, WCTC's businesses abroad needed extra nurturing.

> It was clear that the time had come to join forces with another railroad - a railroad that shared the same philosophy - in a combination that would make perfect sense both geographically and from a business perspective.

On January 30, 2001, Wisconsin Central and Canadian National announced that they had reached an agreement on CN's acquisition of WC. When the U.S. Surface Transportation Board released its final approval of the transaction on September 7, 2001, CN President and CEO Paul M. Tellier welcomed both the decision and the opportunity to build an even stronger NAFTA network for the benefit of customers, stockholders, and employees. Said WC President and CEO

Thomas Power: "It's time for WC to become part of a larger North American rail network, and CN is the perfect partner."

Our Story
Photos
CN Presidents
CN Technological Milestones
CN Historical Highlights
Evolution of CN's Logo
CHR Radio
History of IC
History of WC
History of CLT
History of BC Rail
School on Wheels
The Rail Blazers

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Canadian National Railway

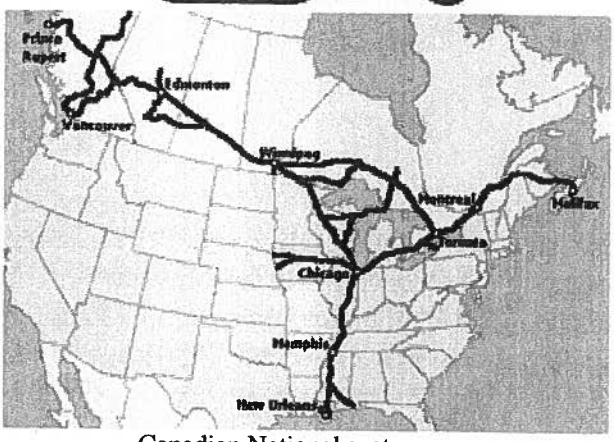
From Wikipedia, the free encyclopedia

The **Canadian National Railway** (**CN**; AAR reporting marks **CN, CNA, CNIS**) is a Canadian Class I railway operated by the Canadian National Railway Company headquartered in Montreal, Quebec.

CN is the largest railway in Canada, in terms of both revenue and the physical size of its rail network and is currently Canada's only transcontinental railway company, spanning Canada from the Atlantic coast in Nova Scotia to the Pacific coast in British Columbia. It also has extensive trackage in the central United States along the Mississippi River valley from the Great Lakes to the Gulf of Mexico.

The railway was referred to as the **Canadian National Railways** (**CNR**) between 1918 and 1960 and as **Canadian National/Canadien National** (CN) from 1960 to present.

Canadian National Railway



Canadian National system map

Reporting marks	CN, CNA, CNIS
Locale	Canada, central United States
Dates of operation	1918–present
Track gauge	1435 mm (4 ft 8½ in) (standard gauge); 3 ft 6 in (1,067 mm) narrow gauge) on trackage in PEI until 1930 and in Newfoundland until September 1988
Headquarters	Montreal, Quebec, Canada

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History

The Canadian National Railways (CNR) was created between 1918 and 1923, comprising several railways that had become bankrupt and fallen into federal government hands, along with some railways already owned by the government. In 1995, the federal government privatized CN. Over the next decade, the company expanded significantly in the United States, purchasing Illinois Central Railroad and Wisconsin Central Railway, among others. Now primarily a freight railway, CN also operated passenger services until 1978, when they were assumed by VIA Rail.

Creation of the company, 1918–1923

In response to public concerns fearing loss of key transportation links, the Government of Canada assumed majority ownership of the near bankrupt Canadian Northern Railway (CNoR) on September 6, 1918, and appointed a "Board of Management" to oversee the company. At the same time, CNoR was also directed to assume management of Canadian Government Railways (CGR), a system comprised of the Intercolonial Railway of Canada (IRC), National Transcontinental Railway (NTR), and the Prince Edward Island Railway (PEIR), among others. On December 20, 1918, the federal government created the **Canadian National Railways** (CNR) through a Privy Council order as a means to simplify the funding and operation of the various railway companies. The absorption of the Intercolonial Railway would see CNR adopt that system's slogan *The People's Railway*.

One of the early logos or *heralds* of the Canadian National Railways. It would later be replaced by the controversial CN "worm" in 1960.

Another Canadian railway, the Grand Trunk Pacific Railway (GTPR), encountered financial difficulty on March 7, 1919, when its parent company Grand Trunk Railway (GTR) defaulted on repayment of construction loans to the federal government. The federal government's Department of Railways and Canals took over operation of the GTPR until July 12, 1920, when it too was placed under the CNR.

Finally, the bankrupt GTR itself was placed under the care of a federal government "Board of Management" on May 21, 1920, while GTR management and shareholders opposed to nationalization took legal action. After several years of arbitration, the GTR was absorbed into CNR on January 30, 1923. In subsequent years, several smaller independent railways would be added to the CNR as they went bankrupt, or it became politically expedient to do so, however the system was more or less

finalized following the addition of the GTR.

Canadian National Railways was born out of both wartime and domestic urgency. Railways, until the rise of the personal automobile and creation of taxpayer-funded all-weather highways, were the only viable long-distance land transportation available in Canada for many years. As such, their operation consumed a great deal of public and political attention. Many countries regard railway networks as critical infrastructure (even to this day) and at the time of the creation of CNR during the continuing threat of the First World War, Canada was not the only country to engage in railway nationalization.

In the early 20th century, many governments were taking a more interventionist role in the economy, foreshadowing the influence of economists like John Maynard Keynes. This political trend, combined with broader geo-political events, made nationalization an appealing choice for Canada. The Winnipeg General Strike of 1919 and allied involvement in the Russian Revolution seemed to validate the continuing process. The need for a viable rail system was paramount in a time of civil unrest and foreign military intervention.

CNR Radio

In 1923 CNR's first president, Sir Henry Thornton, created the CNR Radio Department in order to provide passengers with radio reception in order to keep them entertained during their passage and in order to give the railway a competitive advantage over its rival, Canadian Pacific. This led to the creation of a network of CNR radio stations across the country, North America's first radio network. As anyone in the vicinity of a station could hear its broadcasts the network's audience extended far beyond train passengers to the public at large.

Claims of unfair competition from Canadian Pacific as well as pressure on the government to create a public broadcasting system similar to the British Broadcasting Commission led the government of R.B Bennett (who had been a corporate lawyer with Canadian Pacific as a client prior to entering politics) to pressure CNR into ending its on-train radio service in 1931 and then withdrawing from the radio business entirely in 1933. CNR's radio assets were sold for $50,000 to a new public broadcaster, the Canadian Radio Broadcasting Commission, which in turn became the Canadian Broadcasting Corporation in 1936.

Hotels

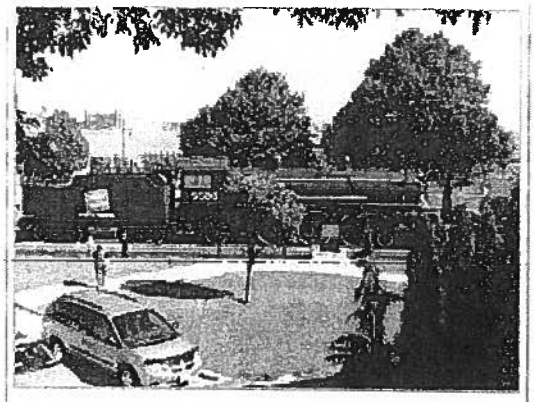
Canadian railways built and operated their own resort hotels, obstensibly in order to provide rail passengers travelling long distances a place to sleep overnight. These hotels became attractions in and of themselves - a place for a rail passenger to go for a holiday. As each railway company sought to be more attractive than its competitors, they each attempted to make their hotels more attractive and luxurious.

Canadian National Hotels was the CNRs chain of hotels and was a combination of hotels inherited by the CNR when it acquired various railways and structures built by the CNR itself. The chain's principal rival was Canadian Pacific Hotels.

Criticism of nationalization

Regardless of the political and economic importance of railway transportation in Canada; there were many critics of

the Canadian government's policies in maintaining CNR as a Crown corporation from its inception in 1918 until its privatization in 1995. Some of the most scathing criticism came from the railway industry itself, namely the commercially successful Canadian Pacific Railway (CPR) which argued that its taxes should not be used to fund a competitor. Some argue that the CPR could afford to make this criticism, having been itself the child of government and recipient of untold wealth by virtue of land and resource grants, as well as its position as a monopoly from its completion in 1885 until the CNoR started operations on the Prairies at the turn of the century.



CN 5588 the *Spirit of Windsor* on display at Windsor, Ontario riverfront.

As a result of history and geography, CPR served larger population centres in the southern prairies, while the CNR's merged system served as a de-facto government colonization railway to serve remote and undeveloped regions of Western Canada, northern Ontario and Quebec, and the economically-depressed Maritimes.

Also, CN was disadvantaged by being constituted from a hodge-podge of bankrupt rail systems that were not intrinsically viable, as they seldom had the shortest route between any major cities or industrial centres; to this day, CN has many division points far from significant industries or traffic sources. The only notable exception to this sorry state of affairs is the former Grand Trunk mainline between Montreal and Chicago.

The company also became a convenient instrument of federal government policy from the operation of ferries in Atlantic Canada, to assuming the operation of the narrow-gauge Newfoundland Railway following that province's entry into Confederation, and the partnership with CPR in purchasing and operating the Northern Alberta Railways.

CNR as a social and economic tool

It is generally accepted that government policy dictated CNR commercial decisions, whether such decisions were in the nation's interest, or in the political interest of the party in power. As such, CNR lost money for many years, except during the Second World War when its extensive network reaching into the resource hinterland proved beneficial, and during the late 1980s and early 1990s following deregulation of the Canadian railway industry. Where CNR failed to address costs was largely due to government interference, such as the requirement to purchase locomotives from all Canadian locomotive manufacturers, resulting in operational inefficiencies.

CNR was considered to be competitive with CPR in several areas, notably in Central Canada, prior to the age of the automobile and the dense highway network that grew in Ontario and Quebec. The former GTR's superior track network in the Montreal–Chicago corridor has always been a more direct route with higher capacity than CPR's. CNR was also considered a railway industry leader throughout its time as a Crown corporation in terms of research and development into railway safety systems, logistics management, and in terms of its relationship with labour unions.

Deregulation and recapitalization

Another problem that hobbled CNR was in the sheer number of low-volume branch railway lines which did not produce sufficient traffic to pay for their operation. Without deregulation in the railway industry permitting abandonment or sale of a railway line, or even the ability to set prices to match those of trucks, both CNR and CPR paid dearly for owning these inefficient lines. One tactic that CNR perfected was to *demarket* a line by providing sufficiently poor service to its few customers, that those customers would turn to trucks for improved service and lower costs. Once customers ceased to exist on a small branch line, the federal government would permit the line's abandonment. Had deregulation been in place several decades earlier, it is conceivable that many Canadian branch lines would have been viable in the hands of short line operators, saving millions of dollars for taxpayers funding highways, since the railway lines had already been publicly funded in their construction.

From the creation of CNR in 1918 until its recapitalization in 1978, whenever the company posted a deficit, the federal government would assume those costs in the government budget. The result of various governments using CNR as a vehicle for various social and economic policies was a subsidization running into billions of dollars over successive decades. Following its 1978 recapitalization and changes in management, CN (name changed to **Canadian National Railway**, using the shortened acronym **CN** in 1960) started to operate much more efficiently, by assuming its own debt, improving accounting practices to allow depreciation of assets and to access financial markets for further capital. Now operating as a for-profit Crown corporation, CN reported a profit in 11 of the 15 years from 1978 to 1992, paying $371 million in cash dividends (profit) to the federal government during this time.

Cutbacks and refocusing

CN's rise to profitability was assisted when the company started to remove itself from non-core freight rail transportation starting in 1977 when subsidiary Air Canada (created in 1937 as Trans-Canada Air Lines) became a separate federal Crown corporation. That same year saw CN move its ferry operations into a separate Crown corporation named CN Marine, followed similarly by the grouping of passenger rail services (for marketing purposes) under the name *VIA-CN*. The following year (1978), the federal government decided to create VIA Rail as a separate Crown corporation to take over passenger services previously offered by both CN and CPR, including CN's flagship transcontinental train the *Super Continental* and its eastern counterpart the *Ocean*. CN Marine was renamed Marine Atlantic in 1986 to remove any references to its former parent organization. CN also grouped its money-losing Newfoundland operations into a separate subsidiary called Terra Transport so that federal subsidies for this service would be more visible in company statements.

CN also divested itself during the late 1970s and throughout the 1980s of several non-rail transportation activities such as trucking subsidiaries, a hotel chain (sold to CPR), real estate, and telecommunications companies. The biggest telecommunications property was a company which was co-owned by CN and CP (CNCP Telecommunications) which originated out of a joint venture involving the railways' respective telegraph services. Upon its sale in the 1980s, was successively renamed Unitel (United Telecommunications), AT&T Canada, and Allstream as it went through various owners and branding agreements. Another more-famous telecommunications property wholly-owned and built by CN was the CN Tower in Toronto which still keeps its original name but was divested by the railway company in the mid 1990s. All the proceeds from such sales were used to pay down CN's accumulated debt. At the time of their divestitures, all of these subsidiaries required considerable subsidies which partly explained CN's financial problems prior to recapitalization.

CN also was given free rein by the federal government following deregulation of the railway industry in the 1970s, as well as in 1987, when railway companies began to make tough business decisions by removing themselves from operating money-losing branch lines. In CN's case, some of these branch lines were those which it had been forced to absorb through federal government policies and outright patronage, while others were from the heady expansion era of rural branchlines in the 1920s and early 1930s and were considered obsolete following the development of local road networks.

During the period starting in the late 1970s and throughout the 1980s and early 1990s, thousands of kilometres of railway lines were abandoned, including the complete track networks in Newfoundland (CN subsidiary Terra Transport, the former Newfoundland Railway ended railway freight operations in 1988 and passenger rail travel in 1969.) and Prince Edward Island (the former PEIR), as well as numerous branch lines in Nova Scotia, New Brunswick, Southern Ontario, throughout the Prairie provinces, in the British Columbia interior, and on Vancouver Island. Virtually every rural area served by CN in some form was affected, creating resentment for the company and the federal government. Many of these now-abandoned rights-of-way were divested by CN and the federal government and have since been converted into recreational trails by local municipalities and provincial governments.

CN's U.S. subsidiaries prior to privatization

CN's railway network in the late 1980s consisted of the company's Canadian trackage, along with the following U.S. subsidiary lines: Grand Trunk Western Railroad (GTW) operating in Michigan, Indiana, and Illinois; Detroit, Toledo and Ironton Railroad (DTI) operating in Michigan and Ohio; Duluth, Winnipeg and Pacific Railway (DWP) operating in Minnesota; Central Vermont Railway (CV) operating down the Connecticut River valley from Quebec to Long Island Sound; and a former GT line to Portland, Maine, known informally as the *Grand Trunk Eastern*, sold to a short line operator in 1989.

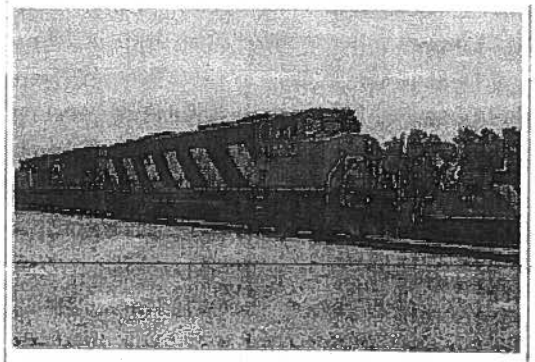
The US subsidiaries kept their identities due to their ownership. Technically, foreign governments were not allowed to own railroads in the US. However, a railroad owned by another railroad was allowed to operate, regardless as to if that "other railroad" was owned by a foreign government.

Privatization

In 1992 a new management team led by ex-federal government bureaucrats, Paul Tellier and Michael Sabia, started preparing CN for privatization by emphasizing increased productivity. This was achieved largely through aggressive cuts to the company's bloated and inefficient management structure, widescale layoffs in its workforce and continued abandonment or sale of its branch lines. In 1993 and 1994 the company experimented with a rebranding that saw the names *CN*, *Grand Trunk Western*, and *Duluth, Winnipeg, and Pacific* replaced under a collective **CN North America** moniker. During this time, CPR and CN entered into negotiations regarding a possible merger of the two companies. This was later rejected by the federal government, whereby CPR offered to purchase outright all of CN's lines from Ontario to Nova Scotia, while an unidentified U.S. railroad (rumoured to have been Burlington Northern Railroad) would purchase CN's lines in western Canada. This too was rejected. In 1995, the entire company including its U.S. subsidiaries reverted to using **CN** exclusively.

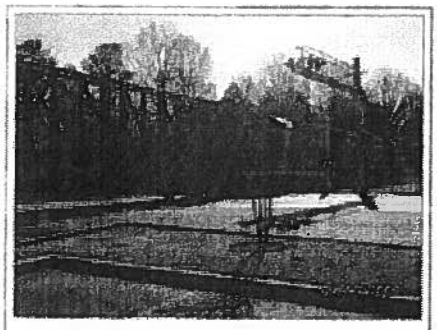
The *CN Commercialization Act* was enacted into law on July 13, 1995 and by November 28, 1995, the federal government had completed an initial public offering (IPO) and transferred all of its shares to private

investors. Two key prohibitions in this legislation include, 1) that no individual or corporate shareholder may own more than 15% of CN, and 2) that the company's headquarters must remain in Montreal, thus maintaining CN as a Canadian corporation.



CN SD60-F sits in Toledo, Ohio

Retraction and expansion since privatization



Canadian National SD40-2 6118 (ex-IC 6118), Seen here at Senatobia, Mississippi, on December 4, 2006 was one of many IC locomotives to be repainted in the CN scheme.

Following the successful IPO, CN has recorded impressive gains in its stock price, largely through an aggressive network rationalization and purchase of newer more fuel-efficient locomotives. Numerous branch lines were shed during the late 1990s across Canada, resulting in dozens of independent short line railway companies being established to operate former CN track which had been considered marginal. This network rationalization resulted in a core east-west freight railway stretching from Halifax to Chicago and Toronto to Vancouver and Prince Rupert. The railway also operated trains from Winnipeg to Chicago using trackage rights for part of the route south of Duluth.

In addition to the retraction in Canada, the company also expanded in a strategic north-south direction in the central United States. In 1998, during an era of mergers in the U.S. railway industry, CN purchased the Illinois Central Railroad (IC), which connected the already existing lines from Vancouver, British Columbia to Halifax, Nova Scotia with a line running from Chicago, Illinois to New Orleans, Louisiana. This single purchase of IC transformed CN's entire corporate focus from being an east-west uniting presence within Canada (sometimes to the detriment of logical business models) into a north-south *NAFTA* railroad. CN is now feeding Canadian raw material exports into the U.S. heartland and beyond to Mexico through a strategic alliance with Kansas City Southern Railway (KCS).

In 1999, CN and Burlington Northern and Santa Fe Railway (BNSF), the second largest rail system in the U.S., announced their intent to merge, forming a new corporate entity *North American Railways* to be headquartered in Montreal to conform with the *CN Commercialization Act* of 1995. The merger announcement by CN's Paul Tellier and BNSF's Robert Krebs was greeted with skepticism by the U.S. government's Surface Transportation Board (STB), and protested by other major North American rail companies, namely Canadian Pacific Railway (CPR) and Union Pacific Railroad (UP). Rail customers also denounced the proposed merger, following the confusion and poor service sustained in southeastern Texas in 1998 following UP's purchase of Southern Pacific Railroad (SP). In response to the rail industry, shippers, and political pressure, the STB placed a 15-month moratorium on all rail industry mergers, effectively scuttling CN-BNSF plans. Both companies dropped their merger applications and have never refiled.

After the STB moratorium expired, CN purchased Wisconsin Central (WC) in 2001, which allowed the company's rail network to encircle Lake Michigan and Lake Superior, permitting more efficient connections from Chicago to western Canada. The deal also included Canadian WC subsidiary Algoma Central Railway (ACR), giving access to Sault Ste. Marie and Michigan's Upper Peninsula. The

purchase of Wisconsin Central also made CN the owner of EWS, the principal freight train operator in the United Kingdom.

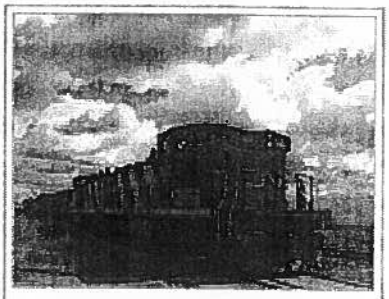
On May 13, 2003, the provincial government of British Columbia announced that the provincial Crown corporation, BC Rail (BCR), would be sold with the winning bidder receiving BCR's surface operating assets (locomotives, cars, and service facilities). The provincial government is retaining ownership of the tracks and right-of-way. On November 25, 2003, it was announced that CN's bid of $1 billion CAD would be accepted over those of CPR and several U.S. companies. The transaction was closed effective July 15, 2004. Many opponents – including CPR – accused the government and CN of rigging the bidding process, though this has been denied by the government. Documents relating to the case are under court seal, as they are connected to a parallel marijuana grow-op investigation connected with two senior government aides also involved in the sale of BC Rail.

Also contested was the economic stimulus package that the government gave the cities along the BC Rail route – some saw it as a buy-off done in order to get the municipalities to cooperate with the lease, though the government has asserted that the package was intended to promote economic development along the corridor. Passenger service along the route had been ended by BC Rail a few years earlier due to ongoing losses resulting from deteriorating service. The cancelled passenger service has recently been replaced by a blue-plate tourist service, the Rocky Mountaineer, with fares well over double what the BCR coach fares had been.

CN also announced in October 2003 an agreement to purchase Great Lakes Transportation (GLT), a holding company owned by Blackstone Group for $380 million USD. GLT was the owner of Bessemer & Lake Erie Railroad, Duluth, Missabe and Iron Range Railway, and the Pittsburgh & Conneaut Dock Company. The key instigator for the deal was the fact that since the Wisconsin Central purchase, CN was required to use Duluth, Missabe and Iron Range Railway trackage rights for a short 17 km (11 mi) "gap" that existed near Duluth, Minnesota on the route between Chicago and Winnipeg. In order to purchase this short section, CN was told by GLT that it would have to purchase the entire company. Also included in GLT's portfolio were 8 Great Lakes vessels for transporting bulk commodities such as coal and iron ore as well as various port facilities. Following Surface Transportation Board approval for the transaction, CN completed the purchase of GLT on May 10, 2004.

CN today

Since the company operates in two different countries, CN maintains some corporate distinction by having its U.S. lines incorporated under the Grand Trunk Corporation for legal purposes [1]



CN train at the busy East Junction, Edmonton, 2006

(http://www.aar.org/PubCommon/Documents/AboutTheIndustry/RRProfile_GTW.pdf), however the entire company in both Canada and the U.S. operates under **CN**, as can be seen in its locomotive and rail car repainting programs.

Since the IC purchase in 1998 CN has been increasingly focused on running a "scheduled freight railroad/railway", meeting on-time performance with rail industry-leading consistency. This has resulted in improved shipper relations, as well as reduced the need for maintaining pools of surplus locomotives and freight cars. CN has also undertaken a rationalization of its existing track network by removing double track sections in some areas and extending passing sidings in other areas.

CN is also a rail industry leader in the employment of radio-control (R/C) for switching locomotives in yards, to the detriment of employees since this results in reductions to the number of yard workers required. CN has frequently been touted in recent years within North American rail industry circles as being the *most-improved railroad* in terms of productivity and the lowering of its operating ratio, acknowledging the fact that the company is becoming increasingly profitable.

Recent controversies

In December 1999 the *Ultratrain*, a petroleum products unit train linking the Saint-Romuald (Quebec) Ultramar oil refinery with a petroleum depot in Montreal, exploded when it collided with a derailed freight train between Sainte-Madeleine and Saint-Hilaire-Est, south of Montreal, killing its train crew. The train derailed on a switch frog that broke under the stress; according to many train crews, this spot was known to be defective, but even after repeated reports, management refused to effect any repairs. In memory of the dead crewmen, two new stations on the line have been named after them (Davis and Thériault).

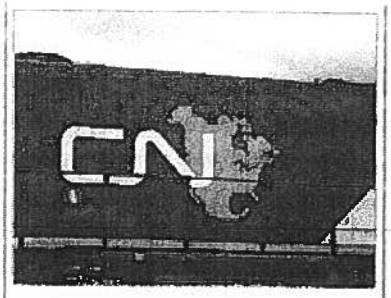
On May 14. 2003, a trestle collapsed under the weight of a freight train near McBride, B.C., killing both crew members. Both men had been disciplined earlier for refusing to take another train on the same bridge, claiming it was unsafe. Subsequent inquiry (http://www.tsb.gc.ca/en/media/communiques/rail/2005/comm_r03v0083.asp) revealed that as far back as 1999, several bridge components had been reported as rotten, yet no repairs had been ordered by management. Eventually, the disciplinary records of both crewmen were amended posthumously.

Controversy arose again in Canadian political circles in 2003 following the company's decision to refer solely to its acronym "CN" and not "Canadian National," a move some interpret as being an attempt to distance the company from references to "Canada," particularly in the United States, where Canada's decision to not participate in the 2003 invasion of Iraq was unpopular. Canada's Minister of Transport at the time called this policy move "obscene" [2] (http://www.canoe.com/CNEWS/Canada/2003/09/19/197416-cp.html) after nationalists noted it could be argued the company is no longer Canadian, being primarily owned by American stockholders. The controversy is somewhat tempered by the fact that a majority of large corporations are being increasingly referred to by acronyms. Despite this, the company is still legally called the Canadian National Railway.

In March 2004 a strike by the Canadian Auto Workers union showed deep-rooted divisions between organized labour and the company's current management.

The residents of Wabamun Lake, in Alberta, staged a blockade of CN tracks in August 2005, when they were unsatisfied with CN's response to a fuel oil spill into the lake from the derailment of a freight train. It was resolved five hours later when CN officials met with the residents.

On August 5, 2005, a CN train had nine cars derail on a bridge over the Cheakamus River, causing 41,000 litres (9,000 Canadian gal, 11,000 US gal) of caustic soda to spill into the river. The CBC has stated that it could take the river as long as 50 years to recover from the toxic pollution.[1] The Cheakamus River used to have a vibrant fishing tourism industry which now faces an uncertain future. CN is facing accusations from local British Columbians over the rail line's supposed lack of response to this issue, touted as the worst chemical spill in British Columbia's history.



The short-lived "CN North America" logo on a locomotive. This design was used from 1993-1995 before the company returned to the plain "CN" logo which is still in use.

Transport Canada has restricted CN to trains not exceeding 80 car lengths because of the multiple derailments on the former BCR line north from Squamish. CN had been allegedly running trains in excess of 150 cars on this winding and mountainous section of track.

A further derailment at Moran, twenty miles north of Lillooet, on June 30, 2006, has raised more questions about CN's safety policies. Two more derailments, days apart, near Lytton in August of 2006 have continued criticism. In the first case, 20 coal cars of a CPR train using a CN bridge derailed, dumping 12 cars of coal into the Thompson River. In the second case half a dozen grain cars spilled on a CN train.

Two CN trains collided on August 4, 2007, on the banks of the Fraser River near Prince George, BC. Several cars carrying gasoline, diesel and lumber burst into flames. Water bombers were used to help put out the fires. Some fuel had seeped into the Fraser River.

On December 4, 2007, a CN train derailed near Edmonton in Strathcona County, Alberta, at 3:30 a.m Mountain Standard Time. Of the 28 cars derailed, most of them were empty or carrying non-hazardous materials such as lumber or pipes.[2]

Corporate governance

Current members of the board of directors of the company are: Michael Ralph Armellino, A. Charles Baillie, Hugh J. Bolton, Purdy Crawford, J.V. Raymond Cyr, Gordon D. Giffin, James K. Gray, E. Hunter Harrison, Edith E. Holiday, V. Maureen Kempston Darkes, Robert H. Lee, Denis Losier, Edward C. Lumley, David McLean (chairman), and Robert Pace.[3]

Passenger trains

When CNR was first created, it inherited a large number of routes from its constituent railways, but eventually pieced its passenger network into one coherent network. For example, on December 3, 1920, CNR inaugurated the *Continental Limited*, which operated over four of its predecessors, as well as the Temiskaming and Northern Ontario Railway. The 1920s saw growth in passenger travel, and CNR inaugurated several new routes and introduced new services, such as radio, on its trains.

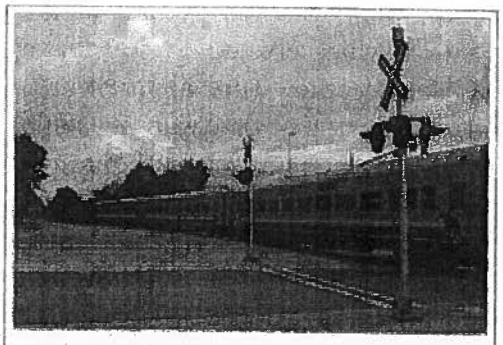
The growth in passenger travel ended with the Great Depression, which lasted between 1929 and 1939, but picked up somewhat during World War II. By the end of World War II, many of CNR's passenger cars were old and worn down. Accidents at Dugald, Manitoba in 1947 and Canoe River, British

Columbia in 1950, wherein extra passenger trains comprised of older equipment collided with transcontinental passenger trains comprised of somewhat newer equipment, demonstrated the dangers inherent in the older cars. In 1953, CNR ordered 359 lightweight passenger cars, allowing them to re-equip their major routes.

On April 24, 1955, the same day that the CPR introduced its transcontinental train *The Canadian*, CNR introduced its own new transcontinental passenger train, the *Super Continental*, which used new streamlined rolling stock. However, the *Super Continental* was never considered to be as glamorous as the *Canadian*. For example, it did not include dome cars. Dome cars would be added in the early 1960s with the purchase of six former Milwaukee Road "Super Domes." They were used on the *Super Continental* during the Summer tourist season.

Rail passenger traffic in Canada declined significantly between World War II and 1960 due to automobiles and aeroplanes. In the 1960s, CN's privately-owned rival CPR reduced its passenger services significantly. However, the government-owned CN continued much of its passenger services and marketed new schemes, such as the "red, white and blue" fare structure, to bring passengers back to rail.

In 1968, CN introduced a new high-speed train, the United Aircraft Turbo, which was powered by gas turbines instead of diesel engines. It made the trip between Toronto and Montreal in four hours, but was not entirely successful because it was somewhat uneconomical and not always reliable. The trainsets were retired in 1982 and later scrapped at Naporano Iron and Metal in New Jersey.



CN operates the Agawa Canyon Tour excursion.

In 1976, CN created an entity called *VIA-CN* as a separate operating unit for its passenger services. VIA evolved into a coordinated marketing effort with CP Rail for rail passenger services, and later into a separate Crown corporation responsible for inter-city passenger services in Canada. VIA Rail took over CN's passenger services on April 1, 1978. CN continued to fund its commuter rail services in Montreal until 1982, when the Montreal Urban Community Transit Commission (MUCTC) assumed financial responsibility for them; operation was contracted out to CN, which eventually spun-off a separate subsidiary, Montrain for this purpose. When the Montreal–Deux-Montagnes line was completely rebuilt in 1994-1995, the new rolling stock came under the ownership of the MUCTC, until a separate government agency, the Agence métropolitaine de transport (AMT) was set up to consolidate all suburban transit administration around Montreal. Since then, suburban service has resumed to Saint-Hilaire.

Since acquiring the Algoma Central Railway in 2001, CN has operated passenger service between Sault Ste. Marie and Hearst, Ontario. As well, CN operates the Agawa Canyon Tour excursion, an excursion that runs from Sault Ste. Marie, Ontario north to the Agawa Canyon. The canyon tour train consists of up to 28 passenger cars and 2 dining cars, the majority of which were built for CN by Canadian Car and Foundry in 1953-54. These cars were transferred to VIA Rail in 1978 and bought by the Algoma Central Railway in the 1990s. A "Snow Train" tour is also offered during the fall and winter season.

Since CN acquired BC Rail in 2004, it has operated a railbus service between Seton Portage and

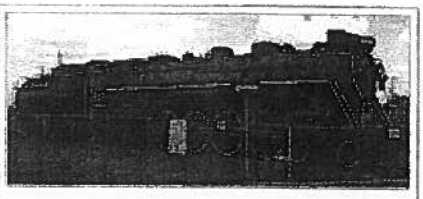
Lillooet, British Columbia.

Rolling stock

Locomotives

Steam

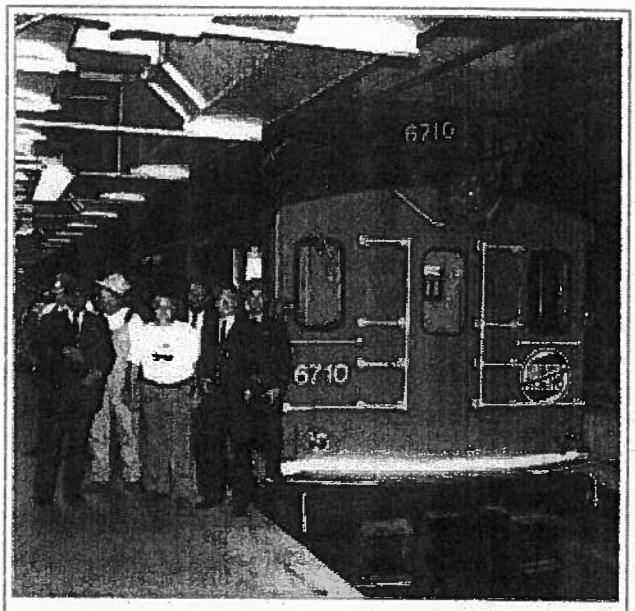
The CNR acquired its first 4-8-4 *Confederation* locomotives in 1927. Over the next 20 years, it ordered over 200 for passenger and heavy freight service. The CNR also used several 4-8-2 *Mountain* locomotives, almost exclusively for passenger service. No. 6060, a streamlined 4-8-2, was the last CN steam locomotive, running in excursion service in the 1970s. CNR also used several 2-8-2 *Mikado* locomotives.



CN 6167 on display at Guelph, Ontario.

Electric

CN inherited from the Canadian Northern Railway several box-cabs electric used through the Mount Royal Tunnel. Those were built between 1914 and 1918 by General Electric in Schenectady, New-York. In order to operate the new Montreal Central Station, which opened in 1943 and was to be kept smoke-free, they were supplemented by nearly-identical locomotives from the National Harbour Board; those engines were built in 1924 by Beyer-Garratt and English-Electric. In 1950, three General Electric center-cab electric locomotives were added to the fleet. In 1952 Electric Multiple Units (EMUs) were also added. The EMUs were Built by Canadian Car and Foundry Company in Montreal



First and last CN electric locomotive, 1918–1995

Electrification was restricted to Montreal, and went from Central Station to Saint-Lambert (south), Turcot (west) and Saint-Eustache-sur-le-lac, later renamed Deux-Montagnes, (north). But as steam locomotives gave way to diesels, engine changeovers were no longer necessary, and catenary was eventually pulled from the west and from the south. However until the end of the original electrification, CN's electric locomotives pulled VIA Rail's trains, including its diesel electric locomotives, to and from Central Station.

The last 2,400 V DC CN electric locomotive ran on June 6, 1995, the very same locomotive that pulled the inaugural train through the Mount Royal Tunnel back in 1918. Later in 1995 the AMT's Electric Multiple Units began operating under 25 kV AC electrification.

Diesel

In 1929, the CNR made its first experiment with diesel electric locomotives, acquiring two from Westinghouse, numbered 9000 and 9001. It was the first North American railway to use diesels in mainline service. These early units proved the feasibility of the diesel concept, but were not always reliable. No. 9000 served until 1939, and No. 9001 until 1947. The difficulties of the Great Depression precluded much further progress towards diesel locomotives. The CNR began its conversion to diesel locomotives after World War II, and had fully dieselized by 1960. Most of the CNR's first-generation diesel locomotives were made by General Motors Diesel and Montreal Locomotive Works.

For its narrow-gauge lines in Newfoundland CN acquired from General Motors Diesel Division (EMD Canada) the 900 series, Models NF-110 (road numbers 900-908) and NF-210 (road numbers 909-946). For use on the branch lines CN purchased the G8 (road numbers 800-805).

For passenger service the CNR acquired GMD FP9 diesels, as well as CLC CPA16-5, ALCO MLW FPA-2 and FPB-4 diesels. These locomotives made up most of the CNR's passenger fleet, although CN also owned some 60 RailLiners (Budd Rail Diesel Cars), some dual-purpose diesel freight locomotives (freight locomotives equipped with passenger train apparatus, such as steam generators) as well as the locomotives for the Turbo trainsets. VIA acquired most of CN's passenger fleet when it took over CN passenger service in 1978.

The CN fleet as of 2007 consists of 1548 locomotives, most of which are products of either General Motor's Electro-Motive Division (EMD), or General Electric/GE Transportation Systems.

Much of the current roster is made up of EMD SD70I and EMD SD75I locomotives and GE C44-9W locomotives. Recently acquired are the new EMD SD70M-2 and GE ES44DC. A large number of older locomotives still soldier on, many more than 30 years old. CN has stayed firmly committed to conventional direct current traction motors, instead of the new alternating current motors being used by many railways in heavy-haul service.

CN locomotives have long featured unique features, unlike the stock EMD and GE locomotives. CN introduced a wide-nosed four window "Comfort Cab", the predecessor to the now standard North American Safety Cab. After a BC derailment, CN introduced ditch lights, lights mounted on or just below the anti-climbers on the front pilot of a locomotive. These are arranged in a "cross-eyed" configuration, to make trains more visible at grade-crossings, and to give better visibility around curves.

CN continued to use class-lights on its locomotives, and the new ES44DC locomotives have red class lights inset in the upper corners of the nose which are illuminated when the locomotive is operating in reverse. CN's ES44DC's, like their C44-9W's, feature "tear-drop" windshields, windshields with the outer lower corner dropped as opposed to the standard rectangular GE windshield, to allow for better visibility.

While many railroads have ordered new "desktop" controls, where the controls are arranged on a desk, CN has stuck with the conventional control stands preferred by railroaders, which feature a stand which is arranged more to the side of the engineer with the controls sticking out horizontally. This arrangement makes reverse operation easier, and allows engineers to "put their feet up", without the feeling of being stuck at a desk all day.

CN's General Motors SD50F, SD60F, and General Electric C40-8M feature a full width carbody which is tapered to allow for better rear visibility. This is referred to as a "Draper Taper" after its creator.

Freight cars

- Rotary gondola
- Open hopper
- Bi-level auto carrier
- Tri-level auto carrier
- Auto parts boxcar
- Low-cube covered hopper car
- Newsprint boxcar
- Wood pulp boxcar
- Woodchip gondola
- Log car
- Centrebeam car
- Bulkhead flat car
- Double-door boxcar
- Government hopper car
- High-cube and jumbo covered hopper
- Metals box car
- Covered coil gondola
- Standard gondola
- Flat car
- Ore gondola
- Open hopper

Boxcars behind Tampa Union Station, January 2006

Containers

- 20-foot containers
- 40-foot containers
- 48-foot containers
- 48-foot heated containers
- 53-foot containers

See also

- List of Canadian National Railways companies
- Canadian narrow gauge railways
- Canadian Pacific Railway
- VIA Rail
- Ontario Northland
- GO Transit
- Newfoundland T'Railway

Former component railways

- Canadian Government Railways
  - Intercolonial Railway of Canada
  - Prince Edward Island Railway
  - National Transcontinental Railway
- Canadian Northern Railway
  - Duluth, Winnipeg and Pacific Railway
- Grand Trunk Railway
  - Atlantic and St. Lawrence Railroad

    - Central Vermont Railway
    - St. Lawrence and Atlantic Railway
    - Grand Trunk Western Railroad
        - Detroit, Toledo & Ironton Railroad
    - Grand Trunk Pacific Railway
- London and Port Stanley Railway
- Newfoundland Railway
- Illinois Central Railroad
- Wisconsin Central
    - Algoma Central Railway
    - Green Bay and Western Railroad
- Great Lakes Transportation
    - Bessemer & Lake Erie Railroad
    - Duluth, Missabe and Iron Range Railway
- Northern Alberta Railways
    - Edmonton, Dunvegan and British Columbia Railway
    - Alberta and Great Waterways Railway
    - Central Canada Railway
    - Pembina Valley Railway

Former subsidiaries

- CN Marine / Marine Atlantic
- Terra Transport
- Trans-Canada Air Lines / Air Canada
- VIA Rail Canada
- Canadian National Hotels

References

- Bruce, Harry (1997). *The pig that flew: The battle to privatize Canadian National*. Douglas & McIntyre, Vancouver. ISBN 1-55054-609-0.
- Cameron, Douglas (1992). *The people's railway: A history of Canadian National*. Douglas & McIntyre, Vancouver. ISBN 1-55054-062-9.

1. ^ Spill recovery could take decades (http://www.cbc.ca/canada/british-columbia/story/2006/02/07/bc_cheakamus20060207.html). Canadian Broadcasting Corporation. Retrieved on 2007-01-15.
2. ^ "CN Derailment - UPDATED (http://www.630ched.com/news/news_local.cfm?cat=7428218912&rem=80840&red=80121823aPBIny&wids=410&gi=1&gm=news_local.cfm)", 630 CHED, 2007-12-04. Retrieved on 2007-12-05.
3. ^ Canadian National Railway. Directors and Officers: Board of Directors (http://www.cn.ca/about/investors/directors_officers/board/en_InvDirectors.shtml). Retrieved on 2006-06-11.

External links

- CN Official Website (http://www.cn.ca/)
- Railway Association of Canada (http://www.railcan.ca/en/welcome/default.htm)
- Canadian National on Vancouver Island (http://www.geocities.com/enrailway)

- Agawa Central Tour Train (http://www.agawacanyontourtrain.com/)
- CN Images of Canada Gallery (http://imagescn.technomuses.ca/)
- Canadian National Railway Historic Photograph Collection (http://epe.lac-bac.gc.ca/100/200/301/ic/can_digital_collections/cnphoto/cnphoto.html)
- Canadian National Railway News (http://www.railserve.com/railnews/canadiannational_news.html)
- CNR Trucking: Express and Freight Vehicles (http://www.images.technomuses.ca/?en/stories/freight_vehicles/intro/page/1)

Retrieved from "http://en.wikipedia.org/wiki/Canadian_National_Railway"

Categories: All articles with unsourced statements | Articles with unsourced statements since February 2007 | Articles with unsourced statements since August 2007 | Canadian National Railway | Railway companies of Canada | Companies established in 1918 | Former Crown corporations of Canada | Companies based in Montreal

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:

SEP 14 2010

PROMPT REPLY NECESSARY 7001 0320 0006 0190 7899
CERTIFIED MAIL: RETURN RECEIPT REQUESTED

Mr. Jeff Beirl, County Administrator
Ashland County Court House
201 W. Main Street
Ashland, Wisconsin 54806

Re: Request for Information Pursuant to Section 104 of CERCLA for Ashland/NSP Lakefront Superfund Site

Dear Mr. Beirl:

This letter seeks your cooperation in providing information and documents relating to the contamination of the Ashland/NSP Lakefront Superfund Site in Ashland, Wisconsin ("Site"). A Superfund site is a site contaminated with high levels of hazardous substances that may present a threat to human health or the environment.

We encourage you to give this matter your immediate attention and request that the County of Ashland provide a complete response to this Information Request and attached questions (Attachment A) within sixty (60) days of your receipt of this letter.

As you may be aware the Wisconsin Department of Natural Resources (WDNR) and the United States Environmental Protection Agency (U.S. EPA), is investigating the release or threat of release of hazardous substances, pollutants, or contaminants at the Site. Under an Administrative Order on Consent dated November 14, 2003, Northern States Power, d/b/a Xcel Energy (NSPW), performed a remedial investigation and feasibility study (RI/FS), to determine the scope of contamination and evaluate remedial alternatives for the Site, including impacted soil and groundwater underneath the former manufactured gas plant (MGP), the rail road corridor, Kreher Park and the Lakefront, and impacted sediment in Chequamegon Bay. For more information on the Site and the Superfund process please visit the following website: www.epa.gov/region5/sites/ashland

U.S. EPA is seeking to obtain information concerning the ownership and historical uses of the Site, including the generation, storage, treatment, transportation, and methods used to dispose of such substances that have been, or threaten to be, released from the Site. U.S. EPA will study the effects of these substances on the environment and public health. In addition, U.S. EPA will

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identify activities, materials, and parties that contributed to contamination at the Site. U.S. EPA believes the County might have information which may assist the Agency in its investigation of the Site.

Description of Legal Authority

The federal Superfund law (the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq., commonly referred to as "CERCLA" and "Superfund") gives U.S. EPA the authority to, among other things: (1) assess contaminated sites, (2) determine the threats to human health and the environment posed by each site, and (3) clean up those sites in the order of the relative threats posed by each.

Information Request

Under Section 104(e)(2) of CERCLA, 42 U.S.C. §9604(e)(2), U.S. EPA has broad information gathering authority which allows U.S. EPA to require persons to furnish information or documents relating to:

(A) The identification, nature, and quantity of materials which have been or are generated, treated, stored, or disposed of at a vessel or facility or transported to a vessel or facility.

(B) The nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at or from a vessel or facility.

(C) Information relating to the ability of a person to pay for or to perform a cleanup.

In responding to this information request the County should copy and send to U.S. EPA all documents or records responsive to the requests in Attachment A. The County need not produce copies of any documents or records it has already turned over to WDNR or U.S. EPA, or documents or records in the Site repository located at the Vaughn Public Library, 502 W. Main Street, in Ashland, however, any such documents or records should be referenced in your responses.

While U.S. EPA seeks your cooperation in this investigation, compliance with the Information Request is required by law. The written statements submitted pursuant to this request must be notarized and submitted under an authorized signature certifying that all information contained therein is true and accurate to the best of the signatory's knowledge and belief. Moreover, any documents submitted to U.S. EPA pursuant to this information request should be certified as true and authentic to the best of the signatory's knowledge and belief. Should the signatory find, at any time after the submittal of the requested information, that any portion of the submitted information is false, the signatory should so notify U.S. EPA. If any answer certified as true should be found to be untrue, the signatory can and may be prosecuted pursuant to 18 U.S.C. §1001. The U.S. EPA has the authority to use the information requested herein in any

administrative, civil or criminal action.

Some of the information U.S. EPA is requesting may be considered by you to be confidential. Please be aware that you may not withhold the information upon that basis. If you wish U.S. EPA to treat the information confidentially, you must advise U.S. EPA of that fact by following the procedures outlined in Instructions (Attachment B), including the requirement for supporting your claim for confidentiality.

If you have information about other parties who may have information which may assist the Agency in its investigation of the Site or may be responsible for the contamination at the Site, that information should be submitted within the time frame noted above.

This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1995, 44 U.S.C. §3501 et seq.

Instructions on how to respond to the questions in Attachment A to this document are described in Attachment B, and definitions of terms are in Attachment C. Your response to this Information Request should be mailed to:

Craig Melodia
U.S. Environmental Protection Agency
Office of Regional Counsel (C-14J)
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

If you have additional questions about the history of the Site, the nature of the environmental conditions at the Site, or the status of cleanup activities, please contact the Remedial Project Manager, Scott Hansen, at (312)886-1999, or the attorney for the Site, Craig Melodia, at (312) 353-8870.

We appreciate and look forward to your prompt response to this Information Request.

Sincerely,

Deborah Garber, Section Chief
Office of Regional Counsel

Attachements:

A. Information Request

B. Instructions

C. Definitions

ATTACHMENT A

INFORMATION REQUEST FOR THE ASHLAND/NSP LAKEFRONT SITE

1. Identify all persons consulted in the preparation of the answers to these requests.

2. Identify all documents consulted, examined, or referred to in the preparation of the answers to these requests, and provide copies of all such documents.

3. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any request or who may be able to provide additional responsive documents, identify such persons.

4. Identify the acts or omissions of any persons other than the County that may have caused the release or threat of release of hazardous substances, pollutants, or contaminants, or other waste at the Site.

5. Identify all persons having knowledge or information about the generation, transportation, treatment, disposal or handling of hazardous substances, pollutants, or contaminants, or other waste by the County or any other person at the Site.

6. State the dates during which the County owned, operated, or leased any portion of the Site, and provide copies of all documents evidencing or relating to such ownership, operation, or lease arrangement (e.g., deeds, leases), including but not limited to all evidence that a hazardous substance, pollutant, or contaminant, or other waste was disposed of or released at the Site during the period that the County owned any portion of the Site.

7. Describe any actions the County took at the Site during the time it owned any portion of the Site related to the demolition of buildings or other structures, including the dismantling or demolition of any structures containing coal tar or other material.

8. State the date and describe how the County transferred/sold any portion of the Site to the City of Ashland and provide copies of all documents relating to the transfer/sale to the City of

Ashland.

9. Identify all past and present areas of the Site where hazardous waste, pollutants, contaminants or other waste was stored or disposed (e.g., waste piles, landfills, surface impoundments or waste lagoons, waste pound or pits, tanks, etc.) at the Site. For each such area identified provide the following information:

a) a map showing the boundaries and the location;

b) the type of unit (e.g., landfill, waste lagoon, tank) and the dimensions of the unit;

c) the dates the unit was in use;

d) the purpose and past usage (e.g., storage, disposal, wood treatment);

e) the quantity and types of material or waste located in each unit; and

f) if the unit is no longer in use, how was such unit closed and what actions were taken to drain, contain or otherwise address potential or actual releases of waste from the unit.

10. Did the County excavate, remove, and/or dispose of soil or demolition debris at the Site? Unless the answer to is anything besides an unequivocal "no," identify:

a) the amount of soil or demolition debris excavated, removed and/or disposed;

b) the location of soil or demolition debris excavation, removal and/or disposal;

c) the dates of soil or demolition debris excavation, removal and/or disposal;

d) the reason for excavation, removal and/or disposal;

e) whether such soil or demolition debris contained any hazardous waste, including all analyses or tests and results on the soil or demolition debris;

f) all persons, including employees or contractors, having information about the excavation, removal and/or disposal.

11. Provide any information about a "Coal Tar Dump" that was located in present day Kreher Park, including:

a) the location of the "Coal Tar Dump" and any associated piping or drainage;

b) the historical use or purpose of the "Coal Tar Dump" and any associated piping or drainage;

c) the dates the "Coal Tar Dump" and any associated piping or drainage was created;

d) the type and quantity of waste held in the "Coal Tar Dump" and any associated piping or drainage, including all analyses or tests and results on the contents in such area (include in your response whether the contents had a strong odor or specific color or sheen);

e) where any contents in the "Coal Tar Dump" came from and who generated such material;

f) whether the County or any other person removed or drained the contents in the "Coal Tar Dump," how and when such material was removed or drained, and the location where such materials were disposed or came to be located after being removed or drained;

g) all persons, including employees or contractors, having information about the "Coal Tar Dump" and any associated piping or drainage.

12. Provide any information related to wood treatment activities at the Site including the location of any wood treatment activities, the name of the company or individual who conducted wood treatment at the Site, the type and number of units (e.g., tanks, pits, etc.) used for wood treatment, the dates wood treatment occurred, the type of materials used to treat the wood (e.g., coal tar, creosote, etc.), where the wood treatment materials came from and how it was transported to the Site, the type of products treated (e.g., railroad ties, telephone poles, etc.), and how and where the wood treatment waste was disposed after wood treatment ceased at the Site.

13. Please provide any additional information not specifically asked for in these information requests that you believe to be relevant to the investigation of conditions at the Site.

ATTACHMENT B

INSTRUCTIONS

1. Answer Every Question Completely. A separate response must be made to each of the questions set forth in this Information Request. For each question contained in this letter, if information or documents responsive to this Information Request are not in your possession, custody, or control, please identify the person(s) from whom such information or documents may be obtained.

2. Number Each Answer. Precede each answer with the corresponding number of the question and the subpart to which it responds.

3. Provide the Best Information Available. Provide responses to the best of Respondent's ability, even if the information sought was never put down in writing or if the written documents are no longer available. You should seek out responsive information from current and former employees/agents. Submission of cursory responses when other responsive information is available to the Respondent will be considered non-compliance with this Information Request.

4. Identify Sources of Answer. For each question, identify (see Definitions) all the persons and documents that you relied on in producing your answer.

5. Continuing Obligation to Provide/Correct Information. If additional information or documents responsive to this Request become known or available to you after you respond to this Request, U.S. EPA hereby requests pursuant to Section 104(e) of CERCLA that you supplement your response to U.S. EPA.

6. Confidential Information. The information requested herein must be provided even though you may contend that it includes confidential information or trade secrets. You may assert a confidentiality claim covering part or all of the information requested, pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42.U.S.C. §§9604(e)(7)(E) and (F), and Section 3007(b) of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6927(b), and 40 C.F.R. §2.203(b).

If you make a claim of confidentiality for any of the information you submit to U.S. EPA,

you must prove that claim. For each document or response you claim confidential, you must separately address the following points:

1. the portions of the information alleged to be entitled to confidential treatment;

2. the period of time for which confidential treatment is desired (e.g., until a certain date, until the occurrence of a specific event, or permanently);

3. measures taken by you to guard against the undesired disclosure of the information to others;

4. the extent to which the information has been disclosed to others; and the precautions taken in connection therewith;

5. pertinent confidentiality determinations, if any, by U.S. EPA or other federal agencies, and a copy of any such determinations or reference to them, if available; and

6. whether you assert that disclosure of the information would likely result in substantial harmful effects on your business' competitive position, and if so, what those harmful effects would be, why they should be viewed as substantial, and an explanation of the causal relationship between disclosure and such harmful effects.

To make a confidentiality claim, please stamp or type "confidential" on all confidential responses and any related confidential documents. Confidential portions of otherwise nonconfidential documents should be clearly identified. You should indicate a date, if any, after which the information need no longer be treated as confidential. Please submit your response so that all non-confidential information, including any redacted versions of documents, is in one envelope and all materials for which you desire confidential treatment are in another envelope.

All confidentiality claims are subject to U.S. EPA verification. It is important that you satisfactorily show that you have taken reasonable measures to protect the confidentiality of the information and that you intend to continue to do so, and that it is not and has not been obtainable by legitimate means without your consent. Information covered by such claim will be disclosed by U.S. EPA only to the extent permitted by Section 104(e) of CERCLA. If no such claim accompanies the information when it is received by U.S. EPA, then it may be made available to the public by U.S. EPA without further notice to you.

7. Disclosure to U.S. EPA Contractor. Information which you submit in response to this Information Request may be disclosed by U.S. EPA to authorized representatives of the United States pursuant to 40 C.F.R. §2.310(h), even if you assert that all or part of it is confidential business information. Please be advised that U.S. EPA may disclose all responses to this Information Request to one or more of its private contractors for the purpose of organizing and/or analyzing the information contained in the responses to this Information Request.

8. Personal Privacy Information. Personnel and medical files, and similar files, the disclosure of which to the general public may constitute an invasion of privacy, should be segregated from your responses, included on separate sheet(s), and marked as "Personal Privacy Information."

9. Objections to Questions. If you have objections to some or all the questions within the Information Request letter, you are still required to respond to each of the questions.

ATTACHMENT C

DEFINITIONS

The following definitions shall apply to the following words as they appear in this Information Request.

1. The term "**arrangement**" means every separate contract or other agreement between two or more persons, whether written or oral.

2. The term "**documents**" includes any written, recorded, computer-generated, or visually or aurally reproduced material of any kind in any medium in your possession, custody, or control, or known by you to exist, including originals, all prior drafts, and all non-identical copies.

3. The term "**hazardous substance**" shall have the same definition as that contained in Section 101(14) of CERCLA, and includes any mixtures of such hazardous substances with any other substances, including mixtures of hazardous substances with petroleum products or other nonhazardous substances.

4. The term "**identify**" means, with respect to a natural person, to set forth: (a) the person's full name; (b) present or last known business and home addresses and telephone numbers; (c) present or last known employer (include full name and address) with title, position or business.

5. With respect to a corporation, partnership, or other business entity (including a sole proprietorship), the term "**identify**" means to provide its full name, address, and affiliation with the individual and/or company to whom/which this request is addressed.

6. The term "**material**" or "**materials**" shall mean any and all objects, goods, substances, or matter of any kind, including but not limited to wastes.

7. The term "**person**" shall include any individual, firm, unincorporated association, partnership, corporation, trust, or other entity.

8. The term "**pollutant or contaminant**" shall include, but not be limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformations; except that the term "pollutant or contaminant" shall not include petroleum.

9. The term "**real estate**" shall mean and include, but not be limited to the following: land, buildings, a house, dwelling place, condominium, cooperative apartment, office or commercial building, including those located outside the United States.

10. The term "**release**" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant.

11. The term "**Site**" shall mean the Ashland/NSP Lakefront Superfund Site located Ashland, Wisconsin.

12. The term "**waste**" or "**wastes**" shall mean and include trash, garbage, refuse, by-products, solid waste, hazardous waste, hazardous substances, and pollutants or contaminants, whether solid, liquid, or sludge, including but not limited to containers for temporary or permanent holding of such wastes.

13. The term "**you**" or "**Respondent**" shall mean the County of Ashland, including any elected official, officer, manager, employee, contractor or agent of the County.

Ashland County Land Description Office

William K. Metzinge
Courthouse, Rm. 205
201 West Main Street
Ashland, WI 54806

Phone: (715)-682-7003
E-mail: william.metzinger@co.ashland.wi.us

November 8, 2010

Craig Melodia
U.S. Environmental Protection Agency
Office of Regional Council (C-14J)
77 West Jackson Boulevard
Chicago, Illinois 60604-350

Dear Mr. Melodia:

We were asked by the Environmental Protection Agency to do research on Ashland County's involvement in and around the Ashland/NSP Lakefront Superfund site in Ashland, Wisconsin, formerly owned by the John Schroeder Lumber Company.

In our search for information we checked three different sources at the Ashland County courthouse to obtain our information: the old sales books in the Ashland County Treasurer's Office; the tract index in the Ashland County Register of Deeds' Office; and the Ashland County Board of Supervisor minutes filed in the Ashland County Clerk's Office.

The Superfund Site map we obtained off the internet, showed the area of the Superfund Site boundaries as being from Lake Superior on the North, U.S. Hwy 2 on the South, also known as Lakeshore Drive, East of Ellis Avenue and West of Prentice Avenue. We started our search by looking at the original plats in the Register of Deeds Office to obtain legal descriptions for the site and then checked the tract indexes to find the ownership history. The legal descriptions from the Superfund Site appear to be located in the Ellis Division and Fifield Place plats. Ellis Division plat was filed in the Register of Deeds Office on October 25, 1887. In1888, the South ½ of Block 31, and the North ½ of Block 66 of Ellis Division were re-platted to Fifield Place. The Fifield Place plat was filed in the Register of Deeds Office on May 10, 1888. The legal descriptions we researched were as follows: In Ellis Division: Lots 1-6 - Block 25, Lots 1-6 - Block 26, Lots 1-6 - Block 27, Lots 1-6 - Block 28, Lots 1-6 - Block 29, Lots 1-6 - Block 30, Lots 13-24 - Block 31, Lots 1-24 - Block 32, Lots 1-24 - Block 33, Lots 1-24 - Block 64, Lots 1-24 -Block 65, and Lots 1-12 - Block 66; and Lots 1-9 of Fifield Place.

We cross checked the legal descriptions from the early 1930's through 1940 sales book in the Treasurer's Office showing us what taxes were delinquent and how or if the taxes were collected. With that information we were able to expand our research into the Board of Supervision minutes filed in the Ashland County Clerk's Office. We then went back to the

Register of Deeds' Office to see what deeds were filed on certain descriptions. We ended our title search when Ashland County disposed of the property.

When checking the minutes from the Ashland County Board of Supervisor meetings from 1930 to 1945 we found the John Schroeder Lumber Company was discussed often. We included copies of the minutes where some type of action was taken. In Vol. 13 Page 365 dated March 28, 1939, a Resolution instructing the County Clerk to file a tax deed on a half interest in the John Schroeder Lumber Company. In Vol. 13 Page 490, dated November 16, 1939 there is an agreement between Ashland County and Schroeder Mill. In the agreement, Ashland County agrees to pay Schroeder Lumber Company $8,000 to purchase the remaining half interest, for the purpose of quieting title and the right to take possession of the property. At the same time, there is an agreement for the property to be leased for a period of two years, back to Schroeder Lumber Company so it could continue to operate and to employ workers.

In Vol. 13 Page 572, filed May 9, 1940 in the Ashland County Board of Supervisor meeting minutes there is a lease agreement between Ashland County and James Peterson and Morgan Peterson to lease a portion of the property known as the Schroeder Lumber Company for a period of three years. It was agreed that in the event of a sale and conveyance that the lease shall be terminated but the lessees shall have the first option to purchase. On February 11, 1941, in Vol. 14 Page 93, a resolution is filed where the Wisconsin Central Railway Company expresses an interest in purchasing a portion of the Schroeder Lumber Company property from Ashland County and is given an option to purchase the property until on or before July 1, 1941 for $7,000. In Vol. 14, Page 151, dated August 12, 1941, Ashland County quit claims part of the Schroeder Lumber Company property to the Wisconsin Central Railway Company for right of way use. In Vol. 14 Page 268, filed February 2, 1942 there is a letter from the City of Ashland to the Ashland County Board of Supervisors in connection with the offer of the City of Ashland to pay the delinquent taxes on the property formerly known as the John Schroeder Lumber Company. Ashland County accepts the offer from the City of Ashland to purchase the property.

We then went to the Ashland County Register of Deeds Office and did a title search on each legal description located in the Superfund site. During the title search we found Ashland County's ownership focused mainly on the area formerly owned by the John Schroeder Lumber Company. We have enclosed copies of the deeds made from the Ashland County Register of Deeds Office. On many of the instruments more than one legal description is listed. These instruments show the owner of record, but do not give details or explain Ashland County's actual involvement in the property. For this reason, we have also enclosed copies of the Ashland County Board of Supervisor meeting minutes. The minutes explain Ashland County involvement in the property in more detail.

If you have any questions please do not hesitate to contact me at 715-682-7003.

Sincerely,

William K. Metzinger
Ashland County Real Property Lister and Tax Deed Clerk
WKM/j

U.S. ENVIRONMENTAL
PROTECTION AGENCY
NOV 17 2010
OFFICE OF REGIONAL
COUNSEL

Response to Attachment A from Ashland County, Wisconsin for Ashland/NSP Lakefront Site

1. Ashland County:
   Real Property Lister/Tax Deed Clerk – William Metzinger
   Administrator – Jeffrey Bierl
   Clerk – Patricia Somppi
   Register of Deeds – Karen Miller
   Treasurer – Tracey Hoglund

   William Metzinger has been the County Real Property/Tax Deed Clerk since January 2, 1976. The research for this report was done by him with assistance and cooperation from the individuals listed above. The report was also compiled and written by him.

2. Copies of the Ashland County Board of Supervisors Meeting Minutes filed in the Ashland County Clerks Office:
   Vol. 13 Page 365
   Vol.13 Pages 490-492
   Vol. 13 Pages 572-573
   Vol. 14 Pages 93-94
   Vol. 14 Pages 151-153
   Vol. 14 Pages 268-269

   Copies of the original plats filed in Ashland County Register of Deeds Office:
   Ellis Division Plat
   Fifield Place Plat
   Copy of a current Ashland County GIS parcel map of the Superfund Site area.

   Copies of deeds, listed below, of each legal description in the Superfund Site made from the Ashland County Register of Deeds Office:

   Plat of Ellis Division, City of Ashland, Ashland County, WI

   Lots 1-6, Block 25 - Vol. 151 Pages 175, 182 and 194; Vol. 156 Pages 317 and Page 429; Vol. 168 Page 52

   Lots 1-6, Block 26 - Vol. 151 Pages 175, 182 and 194; Vol. 156 Page 317; Vol. 168 Page 52

   Lots 1-6, Block 27 – Vol. 91 Pages 591 and 616, Vol. 135 Pages 76, 77 and 110; Vol. 151 Pages 175, 182 and 194; Vol. 156 Page 317; Vol. 168 Page 52

   Lots 1-6, Block 28 – Vol. 151 Pages 175, 182 and 194; Vol. 156 Page 317; Vol. 168 Page 52

   Lots 1-6, Block 29 – Ashland County had no involvement in these descriptions.

   Lots 1-6, Block 30 - Ashland County had no involvement in these descriptions.

   Lots 13-24, Block 31 - Vol. 151 Pages 175, 182 and 194; Vol. 156 Page 317; Vol. 168 Page 52

Lots 1-24, Block 32 – Vol. 82 Page 591; Vol. 151 Pages 175, 182 and 194; Vol. 156 Page 317; Vol. 168 Page 52

Lots 1-24, Block 33 – Vol. 151 Pages 40, 103, 104, 175, 181, 182, 194, 327 and 353; Vol. 156 Pages 317 and 429; Vol. 168 Pages 52, 78 and 184; Vol. 629 Page 898.

Lots 1-24, Block 64 – Ashland County had no involvement in these descriptions.

Lots 1-24, Block 65 – Ashland County had no involvement in these descriptions.

Lots 1-12, Block 66 – Ashland County had no involvement in these descriptions.

Plat of Fifield Place, City of Ashland, Ashland County, WI

Lots 1-7 – Ashland County had no involvement in these lots.

Lot 8 – Vol. 151 Pages 175, 182 and 194; Vol. 156 Page 429; and Vol. 168 Page 52.

Lot 9 – Vol. 135 Pages 224 and 270; Vol. 156 Page 465 and Vol. 397 Page 596.

3. Ashland County is unaware of any living persons able to provide additional information.

4. The John Schroeder Lumber Company and the Wisconsin Central Railroad Company.

5. Ashland County is unaware of any living persons able to provide additional information.

6. Ellis Division:
   Blocks 25, 26, 27, 28, 31, 32 and Lot 8 Fifield Place
   The majority of the blocks and lots were taken by Ashland County in1939 by Tax Deeds filed in Vol. 151 Pages 175, 182 & 194. It is believed, the practice was to file more than one tax deed on the same description for different years of unpaid taxes. Ashland County would sell certificates to anybody that would come in and pay the delinquent taxes, if no one would pay the taxes the County filed a tax deed to themselves and reimbursed the districts for unpaid taxes when they sold the property. In some cases the County gave tax deeds to local tax districts for the amount of unpaid taxes owed the district. It is unclear when Ashland County actually took possession or undisputed ownership. In Vol. 156 Page 317 dated December 6, 1939, Ashland County receives a Quit Claim deed from The John Schroeder Lumber Company for any interest and to quiet title on the above descriptions. For list of instruments pertaining to each description see question #2. Possible Leases were listed in the Ashland County Board of Supervisors Minutes.

6 – cont.

Fifield Place
Lot 9 – Tax Deed filed by Ashland County January 23, 1932 and February 1933 (Vol. 135 Pages 224 and 270) sold to the City of Ashland in Quit Claim deed filed April 18, 1986 (Vol. 397 Page 596).

7. We are not aware of any actions taken by Ashland County to the site.

8. From the Ashland County Board of Supervisors Minutes in Vol. 14, Page 151, dated August 12, 1941 Ashland County quit claims part of the Schroeder Lumber Company property to the Wisconsin Central Railway Company for right of way use. In Vol. 14 Page 268, filed February 2, 1942 there is a letter from the City of Ashland to the Ashland County Board of Supervisors in connection with the offer of the City of Ashland to pay the delinquent taxes on the property formerly known as the John Schroeder Lumber Company. Ashland County accepts the offer from the City of Ashland to purchase the property. Filed in the Ashland County Register of Deeds in Vol. 168 Page 52 dated March 12, 1942 Ashland County quit claims the former John Schroeder Lumber Company descriptions to the City of Ashland. Lot 9 of Fifield Place was sold to the City of Ashland in a Quit Claim deed filed April 18, 1986 in Vol. 397 Page 596.

9. Ashland County is unaware of where any hazardous waste, pollutants, contaminants, or other waste stored or disposed of at the site.

10. No, Ashland County did not excavate, remove and/or dispose of soil or demolition debris at the site to our knowledge.

11. Ashland County has no information regarding a "Coal Tar Dump" located in present day Kreher Park.

12. Ashland County has no knowledge of this activity or information relating to this activity. Ashland County is unaware if the John Schroeder Lumber Company had any involvement in these wood treatment activities or not.

13. From searching the records, Ashland County is unaware of any other information relevant to the investigation of the conditions at the site.

Enclosures

Response to Attachment A from Ashland County, Wisconsin for Ashland/NSP Lakefront Site

1. Ashland County:
   Real Property Lister/Tax Deed Clerk – William Metzinger
   Administrator – Jeffrey Bierl
   Clerk – Patricia Somppi
   Register of Deeds – Karen Miller
   Treasurer – Tracey Hoglund

   William Metzinger has been the County Real Property/Tax Deed Clerk since January 2, 1976. The research for this report was done by him with assistance and cooperation from the individuals listed above. The report was also compiled and written by him.

2. Copies of the Ashland County Board of Supervisors Meeting Minutes filed in the Ashland County Clerks Office:
   Vol. 13 Page 365
   Vol.13 Pages 490-492
   Vol. 13 Pages 572-573
   Vol. 14 Pages 93-94
   Vol. 14 Pages 151-153
   Vol. 14 Pages 268-269

   Copies of the original plats filed in Ashland County Register of Deeds Office:
   Ellis Division Plat
   Fifield Place Plat
   Copy of a current Ashland County GIS parcel map of the Superfund Site area.

   Copies of deeds, listed below, of each legal description in the Superfund Site made from the Ashland County Register of Deeds Office:

   Plat of Ellis Division, City of Ashland, Ashland County, WI

   Lots 1-6, Block 25 - Vol. 151 Pages 175, 182 and 194; Vol. 156 Pages 317 and Page 429; Vol. 168 Page 52

   Lots 1-6, Block 26 - Vol. 151 Pages 175, 182 and 194; Vol. 156 Page 317; Vol. 168 Page 52

   Lots 1-6, Block 27 – Vol. 91 Pages 591 and 616, Vol. 135 Pages 76, 77 and 110; Vol. 151 Pages 175, 182 and 194; Vol. 156 Page 317; Vol. 168 Page 52

   Lots 1-6, Block 28 – Vol. 151 Pages 175, 182 and 194; Vol. 156 Page 317; Vol. 168 Page 52

   Lots 1-6, Block 29 – Ashland County had no involvement in these descriptions.

   Lots 1-6, Block 30 - Ashland County had no involvement in these descriptions.

   Lots 13-24, Block 31 - Vol. 151 Pages 175, 182 and 194; Vol. 156 Page 317; Vol. 168 Page 52

Lots 1-24, Block 32 – Vol. 82 Page 591; Vol. 151 Pages 175, 182 and 194; Vol. 156 Page 317; Vol. 168 Page 52

Lots 1-24, Block 33 – Vol. 151 Pages 40, 103, 104, 175, 181, 182, 194, 327 and 353; Vol. 156 Pages 317 and 429; Vol. 168 Pages 52, 78 and 184; Vol. 629 Page 898.

Lots 1-24, Block 64 – Ashland County had no involvement in these descriptions.

Lots 1-24, Block 65 – Ashland County had no involvement in these descriptions.

Lots 1-12, Block 66 – Ashland County had no involvement in these descriptions.

Plat of Fifield Place, City of Ashland, Ashland County, WI

Lots 1-7 – Ashland County had no involvement in these lots.

Lot 8 – Vol. 151 Pages 175, 182 and 194; Vol. 156 Page 429; and Vol. 168 Page 52.

Lot 9 – Vol. 135 Pages 224 and 270; Vol. 156 Page 465 and Vol. 397 Page 596.

3. Ashland County is unaware of any living persons able to provide additional information.

4. The John Schroeder Lumber Company and the Wisconsin Central Railroad Company.

5. Ashland County is unaware of any living persons able to provide additional information.

6. Ellis Division:
   Blocks 25, 26, 27, 28, 31, 32 and Lot 8 Fifield Place
   The majority of the blocks and lots were taken by Ashland County in1939 by Tax Deeds filed in Vol. 151 Pages 175, 182 & 194. It is believed, the practice was to file more than one tax deed on the same description for different years of unpaid taxes. Ashland County would sell certificates to anybody that would come in and pay the delinquent taxes, if no one would pay the taxes the County filed a tax deed to themselves and reimbursed the districts for unpaid taxes when they sold the property. In some cases the County gave tax deeds to local tax districts for the amount of unpaid taxes owed the district. It is unclear when Ashland County actually took possession or undisputed ownership. In Vol. 156 Page 317 dated December 6, 1939, Ashland County receives a Quit Claim deed from The John Schroeder Lumber Company for any interest and to quiet title on the above descriptions. For list of instruments pertaining to each description see question #2. Possible Leases were listed in the Ashland County Board of Supervisors Minutes.

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Fifield Place
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11. Ashland County has no information regarding a "Coal Tar Dump" located in present day Kreher Park.

12. Ashland County has no knowledge of this activity or information relating to this activity. Ashland County is unaware if the John Schroeder Lumber Company had any involvement in these wood treatment activities or not.

13. From searching the records, Ashland County is unaware of any other information relevant to the investigation of the conditions at the site.

This report was prepared from a combination of sources. The information that I have gathered reflects any interest that Ashland County had during the time period researched listed within this report. The information in this report is true and accurate to the best of my knowledge.

Dated November 10, 2010

_____
William K. Metzinger
Ashland County Real Property Lister

Subscribed and sworn before me
this 10th day of November, 2010.

_____
Patricia Somppi
Ashland County Clerk

Notary of Public, State of Wisconsin
and my commission expires

_____

Supervisor Shefchik moved the County Clerk be instructed to ~~take~~ proceed to take a tax deed on the Schroeder Lumber Company property now delinquent and subject to a tax deed. Motion was carried on roll call which resulted as follows: Voting aye were Supervisors Bay, Broenimen, DeBriyn, Evans, Ferkovich, Gustafson, Hill, Jardinski, Jenderny, Johnson, Lockard, Merritt, Moll, Oliphant, Papke, Peterson, Russell, Schoenborn, Shefchik, Schrank, J. Schraufnagel, M. Schraufnagel, Schulz, Upthegrove, Wasieleski Zielke. (26) Absent was Supervisor Stemm.

Supervisor Merritt moved to instruct the District Attorney to take such legal steps as may be necessary to protect the county in the personal property of the Schroeder Lumber Co. and to refer the matter also to the City of Ashland. Motion carried

RESOLUTION

WHEREAS on February 22, 1939 the Ashland County Board passed a resolution deciding to offer for sale tax certificates covering the Schroeder property located at the city of Ashland for less than the face value, and

WHEREAS said certificates were on this day and date (Tuesday, March 28, 1939) offered for sale in accordance with this resolution, and there being one bid of $7,000.00 plus the 1938 taxes of $1176.00, which bid was rejected,

BE IT THEREFORE RESOLVED that the Ashland County Board hereby recinds its action of February 22, 1939, in regard to the sale on the above mentioned certificates.

(signed) R. W. Gustafson
E. J. Lockard

Supervisor Bay moved adoption. Motion carried.

RESOLUTION RE COMMITTEE TO TAKE
OVER MANAGEMENT OF SCHROEDER PROPERTY

WHEREAS, the County Clerk has been instructed to take a tax deed on the Schroeder Lumber Company property in the city of Ashland, and

WHEREAS, Mr. Fereles, representing the John Schroeder Lumber Company, stated their supervision of the property would be immediately withdrawn, and

WHEREAS, some ninety days or more will elapse before a tax deed may be taken, and the county acquire title to the property, and the property be under county control,

BE IT, THEREFORE RESOLVED that the Chairman of the Ashland County Board appoint a committee of five members of the Ashland County Board who shall act as managers and have control of said property for the county with authority to provide ~~xxxxxxxxxx~~ at county's expense a watchman and other necessary labor, provide for insurance on said property, if advisable, and in all ways to act in protecting and managing said property to the best interests of Ashland County.

BE IT FURTHER RESOLVED that said committee before the May meeting of the county board make a diligent survey of the possibilities of disposing of said property to the best advantage, contacting particularly the city of Ashland to ascertain if said city would be interested in acquiring this property at a price to be charged against their excess tax roll, or for a cash consideration, said committee to have full authority to protect and manage said property, and authority to contract the necessary bills and expenses connected with its management. Said committee to make a full report to the county board at its May, 1939 meeting. Said committee to assume duties immediately upon appointment.

(signed) E. J. Lockard
Franklin Merritt

Supervisor Jenderny moved adoption. Motion carried on roll call as follows: Voting aye were Supervisors Bay, Broenimen, DeBriyn, Evans, Ferkovich, Gustafson, Hill, Jardinski, Jenderny, Johnson, Lockard, Merritt, Moll, Oliphant, Papke, Peterson, Russell, Schoenborn, Schrank, J. Schraufnagel, M. Schraufnagel, Shefchik, Upthegrove, Wasieleski, Zielke. (26) Voting no were none. Absent was Supervisor Stemm.

COMMITTEE APPOINTED

Supervisors Joseph Jardinski, Mike Schraufnagel, Wm. Johnson, Franklin Merritt, and Frank G. Shefchik were named as members of the committee to manage the Schroeder Lumber Co. Property.

RESOLUTION RE SHIPPING AND FINISHING OF GRANITE

WHEREAS, this Board has been advised that a contract for the finishing of a certain part of the stone for one of the State Government buildings to be located in the City of Madison, Wisconsin, has been let to the American Black Granite Company of the city of Ashland, which Company has a well equipped plant in the city of Ashland, Wisconsin, and particularly adaptable to the finishing of said stone; and

WHERAS, the said Company has in the past received special consideration from the County of Ashland in view of the development of that industry in the city of Ashland in order to provide a partial outlet for the unemployed in said county; and

WHEREAS, this Board is advised that the said company proposes not to manufacture or finish said stone in its plant in the city of Ashland, but proposes to ship said stone out of the state to a less adequately equipped plant for the purpose of finishing said stone

Supervisor Schulz moved to appropriate $25.00 and to designate the Chairman of the Board to attend such meetings when called and to urge such meeting to be held in conjunciton with the Wisconsin County Boards Association.

Roll call was ordered which resulted as follows: Ayes (27) Noes - None. Absent - none.

RESOLUTION

WHEREAS, the summer road meeting in 1940 will be held in Ashland and

WHEREAS, some funds will be necessary for incidental expenses in connection therewith,

THEREFORE, be it resolved that an appropriation of $300.00 be made by the Ashland County Board of Supervisors to take care of said expense.

(Signed) Frank L. Hill
George Bablick
Wm. Johnson

Resolution introduced Nov. 16th, 1939.

Supervisor Hill moved the resolution be adopted. Roll call was ordered which resulted as follows: Ayes - (27) Noes - None. Absent - none.

RESOLUTION

WHEREAS, it becomes necessary at different times for the County to purchase road machinery, and

WHEREAS, this power lies in the County Board unless delegated to the Highway Committee,

THEREFORE, BE IT RESOLVED by the Ashland County Board of Supervisors, assembled this 16th day of November, 1939 that the authority to purchase machinery be and is hereby delegated to the County Highway Committee. They are also hereby authorized to dispose of old machinery.

(Signed) Frank. L. Hill
George Bablick
Wm. Johnson

Supervisor Hill moved the resolution be adopted. Motion carried.

SCHROEDER MILL AGREEMENT

WHEREAS, the County of Ashland, State of Wisconsin, has taken a tax deed upon the premises hereinafter described and known as the John Schroeder Lumber Company property in the City of Ashland in said County, and has started an action in the Circuit Court of said County for the purpose of quieting title in said County to said property and obtaining for the said County the possession thereof; and

WHEREAS, the said Company denies the validity of said tax deed and the right of said County to the possession of said property and the said action is now pending in said court;

NOW, THEREFORE, the said Company and the said County, in view of settling their differences with respect to said property, have entered into the following agreement, to-wit:

THIS INDENTURE made this 16th day of November, 1939, between the said John Schroeder Lumber Company of Milwaukee, Wisconsin, hereinafter referred to as the Company, and the said County of Ashland, State of Wisconsin, hereinafter referrred to as the County,

WITNESSETH, That said County, in consideration of the sum of Eight Thousand Dollars ($8,000.00) to it in hand paid by the said Company and a quitclaim deed to said premises executed by said Company to said County, receipt of said Eight Thousand Dollars ($8,000.00) and quitclaim deed being hereby acknowledged, the said County hereby grants, bargains, sells and conveys to the said Company and its assigns, all of the property in and about the premises hereinafter described except docks, piling and subsurface material located thereon, the said premises being described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24,

All in Block 36

(less right of way.
Planing Mill Plant Block 19

Planing Mill Plant	Block	20
" " "	Block	21
Lots 1, 2, 3, 4, 5, and 6.	Block	22
	Block	23
	Block	24

All of the above descriptions being in Ellis Division, City of Ashland, Wis. and less R/W

	Block	25
	Block	26
Lots 1, 2, 3, 4, 5, and 6	Block	27
Lot 8	Block	31
Lots 1, 2, 3, 4, and 5 (N. of r/w)	Block	32
Saw Mill Plant. Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24		32
Lots 17, 18, 19, 20, 21, 22, 23 and 24. North of r/w		33

All of the above descriptions being in Ellis Division, City of Ashland, Wisconsin

Fifield Place and Frontage	Block	28

and the right and privilege to use and occupy for a period of two years from the date hereof the above described premises or such part thereof as shall be reasonably necessary for its use; provided, however, that if and when the company shall commence wrecking operations of either the sawmill or planing mill, the county shall have the right to use such portions of the premises herein described as shall not be so reasonably necessary for the company's use. The removal of duplicate equipment from the sawmill shall not be deemed wrecking the same if after such removal, the mill shall be intact and with equipment for its continued operation as a single mill instead of as a double mill as now constructed.

It is also agreed that if prior to the expiration of such two years, the said company shall operate said sawmill and planing mill or either of them or lease or sell the same to some other person for operation, the county will permit the continued use by the said owner or operator of such of the land hereinbefore described as may be reasonably required in connection with such operation so long as such operation shall continue and for six months thereafter. "Operation" hereunder shall mean the conducting of sawmill and/or planing mill operations on the premises above described which shall employ an average of at least forty men for three months during each calendar year. For any time after the expiration of the said two years and until written notice is given to the County Clerk that the premises are no longer desired by the owner or operator of said sawmill or planing mill or either of them, the said owner or operator ~~of said sawmill or planing mill~~ shall pay to the County in equal installments on the first of each month the following monthly rentals: one-twelfth of an amount which bears to $8,000 times the then current tax rate effective in the City of Ashland the same proportion as the area of land not released by written notice as above provided shall bear to the entire area of the land above described.

It is further agreed that if the company permits the sawmill and planing mill to remain in suitable condition for use as a sawmill or planing mill until May 1, 1940 and shall at that time be making bona fide effort to secure operation of the same, the county will pay any taxes which may be assessed against said property for the year 1940.

In Witness Whereof, the County has caused these presents to be executed by the Chairman of the County Board of Ashland County and the Clerk of said County and the John Schroeder Lumber Company has caused these presents to be executed by its___ president and_____secretary as of the ____day of _____1939.

ASHLAND COUNTY

By_____
Chairman of County Board

In presence of:

_____

_____

_____
County Clerk

JOHN SCHROEDER LUMBER COMPANY
By_____
President

_____

_____

_____
Secretary

V 13 P 492

Nov. 16, 1939

r e s o l u t i o n

WHEREAS, Ashland County is the owner of certain interest in the property known as the Schroeder Lumber Company property in the City of Ashland, all being more particularly described in that certain tax deed from the County of Ashland and State of Wisconsin to the County of Ashland bearing date July 11th, 1939 and recorded in Volume 151 on Page 194 in the office of the Register of Deeds of Ashland County, Wisconsin, and negotiations have been had with the representatives of the John Schroeder Lumber Company by the Committee appointed by this board for consideration of this matter and there has been submitted to this board a form of a proposed agreement with the John Schroeder Lumber Company regarding the sale of certain portions of said property,

IT IS RESOLVED that the county hereby offers to sell to the John Schroeder Lumber Company for the sum of $14,000.00 all of its right, title and interest in and to the property in said deed described and that it offers in the alternative to sell to the John Schroeder Lumber Company for the sum of $8,000 all of the buildings, improvements, machinery, tools and property in and about said premises except piling and other subsurface material located thereon; both of said amounts to be cash.

IT IS FURTHER RESOLVED that if the John Schroeder Lumber Company desires to accept the first of said propositions, the County Clerk shall and he is hereby authorized to execute on behalf of the county an appropriate deed of said described premises upon the payment by the said company to said county of the sum of $14,000.

IT IS FURTHER RESOLVED that if the John Schroeder Lumber Company desires to accept the second of said propositions, the Chairman of the County Board and the Clerk of said County shall execute with the said John Schroeder Lumber Company an agreement which shall be in the form of the agreement hereto attached, which form is hereby approved, and deliver the same to the said John Schroeder Lumber Company upon there being paid to the County the sum of $8,000.00 accompanying the delivery to the County of a quitclaim deed from the John Schroeder Lumber Company to the County of Ashland covering said premises.

IT IS FURTHER RESOLVED that the authority conferred upon and the directions herein given to the officers of this County shall be of no force and effect unless on or prior to the 10th day of December, 1939, the said John Schroeder Lumber Company advises the County Clerk that it desires to accept one or the other of said propositions and gives evidence of its willingness and ability to immediately pay the consideration and close said transaction.

(Signed) Wm. Johnson

Supervisor Upthegrove moved to lay the matter over until after dinner. Supervisor Richardson moved to accept the report of the Committee and to adopt the Resolution. Roll call was ordered which resulted as follows: Ayes - (27) Noes - none Absent - none.

Supervisor Read moved to adjourn the meeting to 1:30 P. M. Motion carried

Ashland, Wisconsin
November 16, 1939

The Ashland County Board of Supervisors met pursuant to adjournment.

The meeting was called to order at 1:50 P. M. by Chairman R. W. Gustafson. Roll call was ordered which resulted as Follows: Those present were - Supervisors Anderson, Bablick, Broeniman, ~~Eaton~~ Gustafson, Hill, Jensen, Johnson, Lighter, Lindblad, Miller, Nelson, Oliphant, Peterson, Pufall, Read, Reykdal, Richardson, Schoenborn, Schraufnagel, Schulz, Stemm, Upthegrove, Vallely, Wasieleski, Zielko. (25) Absent were Supervisors DeBriyn and Eaton. (2)

Supervisor Schulz moved that the ordinance be adopted, and it was seconded by William G. Zielke.
Supervisors: Schulz, Lockard spoke briefly on the subject.

Roll call was ordered which resulted as follows: Ayes: O. G. Anderson, George Bablich, R. W. Gustafson, Joe Herbst, Sam Jensen, Lawrence A. Lamoreux, A. L. Lighter, Walter Lindblad, E. J. Lockard, Charles Lutnen, John Miller, Melvin Nelson, Anthony Pufall, James L. Read, Frank Shefchik, Jos. Schraufnagel, Wm. Schulz, H. B. Stemm, W. M. Upthegrove, John Wasieleski, Wm. G. Zielke, M. J. Vallely. Noes: Sam Broeniman, Wm Johnson, Louis Peterson. Absent: Albert De Briyn, Frank L. Hill.

RESOLUTION

RESOLVED BY THE BOARD OF SUPERVISORS OF ASHLAND COUNTY, WISCONSIN:

WHEREAS, approximately ten years ago under an agreement entered into by W. E. Dillon, then Highway Commissioner of Ashland County, and Martin Reykdal, then Chariman of the town of Sanborn, the Highway Department of Ashland County built for the town of Sanborn, approximately 1.52 miles of road in Section 36, twp. 46, R. 2 W., with the understanding that the cost of the road would be returned to Ashland County each year in the same amount as the road participated in the gas tax fund, and

WHEREAS, payments have been made on this road from time to time, leaving at the present time a balance of $363.58 still due the Ashland County Highway Department, and

WHEREAS, on January 1, 1940 the above mentioned road was taken over by Ashland County as a county trunk, thereby cutting off any participation by the town of Sanborn in the $65 a mile from the gas fund,

BE IT THEREFORE, RESOLVED that the county board cancel the remaining balance of $363.58 provided that the town of Sanborn turn over to Ashland County the balance of $920.77 standing to their credit on their excess rolls, and a check of $208.69, which amount will balance the town of Sanborn's highway account to April 1, 1940, and

BE IT FURTHER RESOLVED that the county clerk and the county treasurer be, and they are hereby authorized to make the cancellation, and the transfer of the excess fund amount above mentioned.

E. J. Lockard, Chairman

May 9, 1940

Supervisor Lockard moved adoption of the foregoing resolution.

The following expressed their opinion relative to the resolution: H. B. Stemm, Frank Shefchik, Frank L. Hill, Lawrence Lamoreux, George Bassford, H. J. Lockard, Jos. Schraufnagel, Anthony Pufall, John Miller, Wm. Schulz.

Roll Call was ordered which resulted as follows: Ayes: O. G. Anderson, George Bablich, Sam Broeniman, R. W. Gustafson, Joe Herbst, Frank L. Hill, Sam Jensen, Wm. Johnson, Lawrence A. Lamoreux, A. L. Lighter, Walter Lindblad, H. J. Lockard, Charles Lutnen, John Miller, Melvin Nelson, Louis Peterson, Anthony Pufall, James L. Read, Frank Shefchik, Jos. Schraufnagel, Wm. Schulz, H. B. Stemm, W. M. Upthegrove, John Wasieleski, Wm. G. Zielke, M. J. Vallely. Noes: None. Absent: Albert DeBriyn.

Resolution adopted.

SALE OF COUNTY OWNED LANDS

Supervisor Schraufnagel moved that the sale of County Owned Lands be delegated to the County Clerk, County Treasurer, County Agricultural Agent, Supervisor of the Town, Village, or Ward in which the particular lands are located. Motion Carried.

Supervisor Shefchik moved to rescind the action taken by the Board to delegate the power to the Conservation Committee to sell County Owned Lands. Motion Carried.

Supervisor Schraufnagel moved, seconded by Supervisor Nelson, that the County Board delegate its power to sell County Owned Lands to the County Clerk, County Treasurer, and the Supervisor of the Town, Village, or City Supervisor in which the lands are located. Motion Carried.

Supervisor Read moved to abolish the County Conservation Committee. Motion withdrawn.

Supervisor Schulz moved to strike out the last two actions taken by the County Board on the sale of lands. Motion Carried.

Supervisor Schulz moved that the County Board work today until they finish. Motion Carried.

LEASE

RESOLUTION

RESOLVED, that the County of Ashland does hereby grant to James Peterson and Morgan Peterson the lease as described in the instrument hereto attached, and the County Clerk of said County is hereby authorized and directed to execute said lease on behalf of the said County.

Introduced by Anthony Pufall

V. 13 P. 513
May 9, 1940

THIS INDENTURE made this 9th day of May, 1940, between Ashland County, State of Wisconsin, hereinafter referred to as lessor, and James Peterson and Morgan Peterson, hereinafter referred to as lessees.

WITNESSETH, that the said lessor demises unto the said lessees the following described property, to-wit: Blocks Nineteen (19), Twenty (20), and Thirty-six (36) of Ellis Divison of the City of Ashland, County of Ashland, State of Wisconsin, for a period of three years commencing with the date hereof for the sum of One Hundred Dollars ($100.00) paid by the said lessees to the said lessor, the receipt of which is hereby acknowledged by the said lessor, under the following terms and conditions:

That the said lessees will not assign this lease without the consent of the lessor, and that the lessees will leave the said premises in good repair at the time of the termination of this lease, said premises to be used by the said lessees for the purpose of loading, unloading, transportation and manufacture of wood products, and for other purposes incidental thereto.

It Is Further Understood and Agreed between the parties hereto that in the event of sale and conveyance of the said premises by the lessor this lease shall immediately terminate provided, however, that should the lessor decide to sell said premises the said lessees shall have the first option to purchase.

IN WITNESS WHEREOF, the parties have hereunto caused their hands and seals to be hereto attached at the City and County ofAshland, Wisconsin, this _____ day of May, A.D., 1940.

Signed and Sealed in the
Presence of:

_____)
_____)

ASHLAND COUNTY

By _____ (SEAL)
County Clerk

_____ (SEAL)

_____ (SEAL)

State of Wisconsin,)
) ss.
County of Ashland.)

On this _____ day of May, A. D., 1940, personally appeared before me Edwin H. Quistorff, to me known to be the person who executed the foregoing Lease and to be the County Clerk of Ashland County, in said State, and affixed the seal of the County of Ashland aforesaid thereto, and acknowledged that he affixed said seal to and executed said lease as County Clerk in and for said County and State, for and in the name of the State of Wisconsin, and the County of Ashland, aforesaid, and acknowledged that he so executed the same as the act and deed of the said state and county, for the uses and purposes in said lease mentioned, being duly authorized thereto.

_____
Notary Public, Ashland County, Wis.
My Commission Expires _____

State of Wisconsin,)
) ss.
County of Ashland.)

Personally appeared before me this _____ day of May, A. D., 1940, the above named James Peterson and Morgan Peterson, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Ashland County, Wis.
My Commission Expires _____

Supervisor Pufall moved adoption of the foregoing resolution.

Supervisor Hill moved to amend that in the event of a possible sale for this property, that the lease is to be terminated, the Lessees to have preference to buy. Amendment carried.

The sum of One Hundred Dollars ($100.00) was ordered inserted for a three year lease.

Original motion as amended.

Roll Call was ordered which resulted as follows: Ayes: Anderson, Bablich, Broeniman, Gustafson, Hill, Jensen, Johnson, Lamoreux, Lighter, Lindblad, Lockard, Lutnen, Miller, Nelson, Peterson, Pufall, Read, Shefchik, Schraufnagel, Schulz, Stemm, Upthegrove, Wasieleski, Zielke, Vallely. Noes: None. Absent: De Bryn, Herbst.

RESOLUTION

RESOLVED BY THE BOARD OF SUPERVISORS OF ASHLAND COUNTY, WISCONSIN:

WHEREAS the capacity of the County Home is fourty-four (44) inmates and we have at all times from fifty-five (55) to sixty (60) men therein, which is causing unsanitary conditions and overcrowding

WHEREAS we have some six (6) to eleven (11) inmates of the County Home who are bedridden and in need of special care and nursing and should be segregated in separate rooms and building

WHEREAS the State Department of Public Welfare have brought to the attention of the trustees of the County Home the above conditions with a request that an improvement be made at an early date.

THEREFORE, BE IT RESOLVED that the Chairman of the County Board appoint a committee which will meet with the committee which will be appointed by the Mayor of the City of Ashland to investigate and study the above conditions and to make recommendations to the County Board of Supervisors at their next meeting.

SIGNED) H. B. Stemm

SIGNED) William Upthegrove

SIGNED) R. W. Gustafson

Mr. Hill moved the adoption. Motion carried.

The foregoing was accepted and placed on file.

RESOLUTION

WHEREAS, the amount of work in the Register of Deed's Office has increased and it is necessary to use space in the office which is not well lighted, and comparing of instruments requires a great deal of close work;

RESOLVED, that the Building and Grounds Committee be authorized to take such measures as may be necessary to correct and improve the lighting system in the office of the Register of Deeds and to add or install such additional lighting fixtures or equipment as the committee shall deem reasonably necessary in such office.

SIGNED) Sam Broeniman

Mr. Schulz moved the adoption.

Mr. Lockard moved to refer the matter to the Committee with instructions to include all the offices where necessary. Motion carried as amended.

The foregoing accepted and placed on file.

RESOLUTION

RESOLUTION OF THE ASHLAND COUNTY BOARD OF SUPERVISORS

WHEREAS, The county of Ashland, State of Wisconsin, has taken a tax deed upon the premises hereinafter described and known as the John Schroeder Lumber Company property in the City of Ashland in said county, and

WHEREAS, the Wisconsin Central Railway Company desires to purchase the property formerly known as the John Schroeder Lumber Company in the City of Ashland, described as follows:

All of the property covered in Tax Deed Nos. X102642 and X102168 and more fully described as follows:

Ellis Division, Ashland:

Entire Blocks 19, 20,21, 22, 23, 24 and 36, less right of way.

FEB 12 1941

RESOLUTION (CONT.)

Entire Blocks 25, 26 and 27.

Fifield Place and frontage, Block 28.

Lot 8, Block 31.

Lots 1 to 5, inc., Block 32, north of right of way.
Lots 13 to 24, inc., Block 32.

Lots 17 to 24, inc., Block 33, north of right of way.

BE IT THEREFORE RESOLVED, that the said county, in consideration of $200, grant to the Wisconsin Central Railway Company the exclusive right to purchase the said properties of the John Schroeder Lumber Company as above described on or before July 1st, 1941, for the consideration of $7,000. The said sum of $200 in hand paid as a consideration of this option will be applied towards the payment of the $7,000. On failure of the Wisconsin Central Railway Company to exercise its option herein, the said $200 shall be forfeited. It is agreed that the properties above described shall be transferred by quit claim deed, as is, without any outstanding taxes, to the Wisconsin Central Railway Company for the above consideration.

IT IS FURTHER RESOLVED, that if the Wisconsin Central Railway Company desires to exercise its option the County Clerk shall, and he is hereby authorized, to execute on behalf of the county a quit claim deed of said described premises upon the payment by the said company to said county of the sum of $7,000 less the option payment of $200.

Dated February 11, 1941.

SIGNED) Louis J. Peterson

SIGNED) Sam Jensen

SIGNED) Frank G. Shefchik

Mr. Upthegrove moved the same be laid over until tomorrow. Motion carried.

Mr. Schraufnagel moved to adjourn until 10 o'clock tomorrow morning.

Motion carried.

[redacted]

Ashland, Wisconsin
Feb. 12, 1941.

The Ashland County Board of Supervisors met pursuant to adjournment.

The meeting was called to order at 10:30 A.M. by Chairman R. W. Gustafson.

Roll call was ordered which resulted as follows: Present: Anderson, Bablich, Broeniman, De Briyn, Gustafson, Herbert, Hill, Jensen, Johnson, Lighter, Lindblad, Lockard, Lutnen, Miller, Nelson, Peterson, Pufall, Read, Schefchik, Schraufnagel, Schulz, Stemm, Upthegrove, Wasieleski, and Vallely. Absent: 2. Edward Giese, and Wm. Zielke.

Mr. Shefchik moved to adjourn to 1 o'clock this afternoon for Committee work. Motion carried.

The foregoing accepted and placed on file.

Ashland, Wisconsin.
Feb. 12, 1941.

The Ashland County Board of Supervisors met pursuant to adjournment.

The meeting was called to order at 1:15 by Chairman, R. W. Gustafson.

CLERK OF CIRCUIT COURT ASHLAND COUNTY

PERRY SUMMERS, CLERK

STATEMENT OF MONIES RECEIVED AND DISBURSED IN THIS OFFICE FOR THE MONTHS OF

APRIL MAY JUNE, 1941

	FEES	SUIT TAX	FINES	COSTS	TOTAL
APRIL	$41.05	$ 5.00	-----	------	$46.05
MAY	24.68	6.00	-----	$ 8.70	39.38
JUNE	55.45	3.00	-----	10.00	68.45
	$121.18	$14.00	-----	$18.70	$153.88

The total of $153.88 has been turned over to the County Treasurer and his receipt is on file in this office

ALIMONY AND SUPPORT MONIES RECEIVED AND DISBURSED DURING THIS PERIOD

	RECEIVED	DISBURSED
APRIL	$ 713.37	$ 713.37
MAY	601.50	601.50
JUNE	717.00	717.00
	$2,031.87	$2,031.87

(Signed) Perry Summers
Clerk Circuit Court

June 30, 1941
Ashland, Wisconsin

AFFIDAVIT

I, Perry Summers, Clerk of Circuit Court, in and for the County of Ashland, State of Wisconsin, being duly sworn on oath, state that the above and attached statements are true and correct to the best of my knowledge and belief. (Signed) Perry Summers, Clerk of Circuit Court

Subscribed and sworn to before me, this 30th day of June, 1941
(Signed) A. E. Green Notary Public, Ashland County, Wisconsin
My Commission expires January 25, 1942

Supervisor Schulz moved the same be placed on file. Motion carried.

Supervisor Schulz moved to dispense with the reading of the minutes of the previous meeting. Motion carried.

RESOLUTION

WHEREAS, the Wisconsin Central Railway Company, a railroad corporation, organized under the laws of the State of Wisconsin, is the owner of certain right of ways located at the former site of the John Schroeder Lumber Company in the City of Ashland, and,

WHEREAS, Ashland County has taken tax deeds of the real estate formerly owned by the John Schroeder Lumber Company wherein certain descriptions included in said tax deeds have failed to reserve to the Wisconsin Central Railway Company, its right of ways, and,

WHEREAS, the John Schroeder Lumber Company executed on December 6, 1939, to Ashland County, a quit claim deed covering the former John Schroeder Lumber Company property which likewise failed as to certain descriptions of said lands to reserve right of ways to the Wisconsin Central Railway Company, and

WHEREAS, the Wisconsin Central Railway Company, has, by reason of these tax deeds and the above mentioned quit claim deed, petitioned Ashland County for a quit claim deed covering the property which constitutes its right of ways at the former John Schroeder Lumber Company site in order that the Railway Company might properly have its title to said property returned.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of Ashland County, Wisconsin, that the County Clerk do make, execute and deliver to the Wisconsin Central Railway Company, a corporation, a quit claim deed to the following described real estate, to-wit:

1. All those parts of Lots One (1) and Two (2) in Block Nineteen (19), in Ellis Division in the City of Ashland, according to the plat therof on file and of record in the office of the Register of Deeds in and for Ashland County, Wisconsin, which lie Easterly of a line running parallel with and eight and one-half (8½) feet destant Westerly (measured at right angles) from the center line of the Wisconsin Central Railway Company's spur track #203 as now located, maintained and operated over and across said Ellis Division

2. All those parts of Lots Four (4), Five (5), Six (6) and Thirteen (13) to Twenty (20) inclusive, in Block Thirty-six (36), in said Ellis Division, which are included between a line running parallel with and eight and one-half (8½) feet distant Westerly (measured at right angles) from the center line of said spur track #203 and a line running parallel with and eight and one-half (8½) feet distant Easterly (measured at right angles) from the center line of the Wisconsin Central Railway Company's spur track #204 as now located, maintained and operated over and across said Block 36.

3. All those parts of Lots One (1) to Twelve (12) inclusive, in said Block 36, which are included within two lines running parallel with and respectively fifty (50) feet distant Northwesterly and twenty-five (25) feet distant Southeasterly (measured at right angles) from the center line of the Wisconsin Central Railway Company's spur track #202 (commonly known as Bay City Spur) as now located, maintained and operated over and across said Ellis Division.

4. A strip of land eighty-three (83) feet in width comprising all those parts of Lots One (1), Two (2), and Three (3), in Block Twenty-one (21) in said Ellis Division, which are included within two lines running parallel with and respectively fifty (50) feet distant Northwesterly and thirty-three (33) feet distant Southeasterly (measured at right angles) from the center line of said Bay City Spur.

5. All those parts of Lots One (1), and Two (2), in Block Twenty-two (22), and of Lot one (1), in Block Twenty-three (23) and of Lot One (1), in Block Twenty-four (24), all in said Ellis Division, which lie Southeasterly of a line running parallel with and fifty (50) feet distant Northwesterly (measured at right angles) from the center line of said Bay City Spur.

6. All those parts of Lots One (1) to Six (6), inclusive, in Block Twenty-five (25), and of Lots Twenty (20), Twenty-one (21) and Twenty-two (22), in Block Thirty-three (33), all in said Ellis Division, which are included within two lines running parallel with and respectively eight and one-half (8½) feet distant Easterly and eitht and one-half (8½) feet distant Westerly (measured at right angles) from the center line of the Wisconsin Central Railway Company's spur track #209 as now located, maintained and operated over and across said Ellis Division.

7. All that part of Lot One (1), in Block Twenty-eight (28), in said Ellis Division, which lies Southerly of the following described line; beginning at the point of intersection of the Northeasterly line of Seventh Avenue East, as now laid out and established in said City, with a line running parallel with and fifty (50) feet distant Northwesterly (measured at right angles) from the center line of said Bay City Spur; thence Southwesterly along the last mentioned parallel line and a line running parallel with and fifty (50) feet distant Northwesterly (measured at right angles) from the center line of the Wisconsin Central Railway Company's spur track #200 (commonly known as Commercial Dock Track) as now located, maintained and operated over and across said Ellis Division, to a point where a curve to the right with a radius of five hundred seventy-three and six hundred eighty-six thousandths (573.686) feet will begin in order to be tangent to a Northwesterly extension of the Southwesterly line of Block Twenty-nine (29), in said Ellis Division, thence Southwesterly, Westerly and Northwesterly along said above mentioned curved line (hereinafter called "Northwesterly Boundary Line" to a point of intersection with the Southwesterly line of said Block 28.

8. All those parts of Lots Seventeen (17) to Twenty-four (24), inclusive, in Block Thirty-three (33), in said Ellis Division, which lie Northwesterly of a line running parallel with and fifty (50) feet distant Southeasterly (measured at right angles) from the center line of said Commercial Dock Track and Southeasterly of said Northwesterly Boundary Line.

9. All those parts of Lots One (1) to Five (5) inclusive, in Block Thirty-two (32), in said Ellis Division, which lie Northwesterly of a line running parallel with and fifty (50) feet distant Southeasterly (measured at right angles) from said Commercial Dock Track.

10. All of Lots Nineteen (19) to Twenty-four (24), inclusive, and those parts of Lots Thirteen (13) to Eighteen (18) inclusive, in said Block Thrity-two (32), which lie Southerly of said Northwesterly Boundary Line.

11. Lot Eight (8), Fifield Place, according to the Plat thereof on file and of record in the office of said Register of Deeds, formerly a part of Block Thirty-one (31) of said Ellis Division; also what was formerly the Northwesterly one hundred (100) feet of Lot Eight (8) in said Block 31, now a part of said Fifield Place.

(Signed) Frank L. Hill

Supervisor Schulz moved adoption of the above resolution. Supervisor Johnson moved to lay the matter on the table until the afternoon session. The motion lost. The vote on original motion to adopt the resolution was carried.

COMMUNICATION AND PETITION

July 8, 1941

Mr. E. H. Quistorff
County Clerk, Ashland County
Ashland, Wisconsin

Mr. Frank L. Hill, Chairman
Ashland County Highway Committee
Ashland, Wisconsin
Route 1

Gentlemen:

SUBJECT: Division Job No. 8640 So. Co. Line-Butternut Road S.T.H. No. 13 Ashland County Relocation Order

It having been deemed necessary for the proper improvement of a state trunk highway to relocate or widen a portion thereof, a plat showing the old and the new locations and a copy of the order of the State Highway Commission are hereby filed with each of you, as required by law.

Very truly yours,
STATE HIGHWAY COMMISSION OF WISCONSIN
(Signed) Thos. J. Pattison, Secretary

DIVISION JOB NO. 8640 SOUTH COUNTY LINE-BUTTERNUT ROAD
STATE TRUNK HIGHWAY NO. 13 ASHLAND COUNTY
RELOCATION ORDER

A resolution was presented to the Commission by the Secretary as follows:

Due to the proposed construction of the above named project which extends along State Trunk Highway No. 13, as located in the state trunk highway layout of 1923, or subsequently located in accordance with the Statutes, from a point on the south section line of Section 33, Township 41 North, Range 1 West, 408.2 feet west of the south one-quarter corner of such section, thence northerly to a point on the north section line of Section 28, Township 41 North, Range 1 West, 2.5 feet west of the north one-quarter corner of said section, it becomes necessary for the proper construction and improvement of said State Trunk Highway No. 13 to make certain relocations and to secure certain additional right of way. A plat of the said relocations and the right of way to be acquired, marked "Plat of Right of Way Required, Division Job No. 8640, South County Line-Butternut Road, S.T.H. No. 13, Ashland County," was presented, the same being sheet No. 4 of the plans for said Division Job No. 8640.

THEREFORE, BE IT FOUND AND DETERMINED that the alignment shown on the plat marked "PLat of Right of Way Required, Division Job No. 8640, South County Line-Butternut Road, S.T.H. No. 13, Ashland County," be approved; that the state trunk highway be and hereby is changed and relocated in accordance with said plat by authority granted the Commission under Section 83.08 of the Statutes; that the relocations shown thereon be ordered; that the state trunk highway as laid out by the Legislative Committee and the Highway Commission in 1923, or as subsequently located, between the limits shown on said plat, be and hereby is discontinued; that said state trunk highway be officially located as shown on the attached plat; that it is necessary to take for highway purposes, in order to carry out said improvement, the land within the limits of said highway as relocated and shown on said plat; that the State Highway Engineer be directed to order the construction of said Division Job No. 8640 along the alignment shown on the said plat and secure the right of way necessary for such construction in the manner provided by law for the acquirement of right of way in such cases. All previous actions of the Commission or other authority which conflict herewith are hereby rescinded.

It was moved and seconded that the resolution be adopted. Carried

V 14 Pg 268 — February 4, 1942

RESOLUTION

WHEREAS, the County trunk fund was hard hit by the recent flood damage, and

WHEREAS, there will be considerable outlay to take care of maintenance, snow removal and construction of our county trunk system, and

WHEREAS, the County trunk system needs all the improvements that can be afforded,

THEREFORE BE IT RESOLVED that if the County Board decides to keep the traffic officer, his salary and expenses together with car expense be paid out of the County's general fund.

(Signed) Louis J. Peterson
Jos. Schraufnagel
Wm. Johnson

Supervisor Bablick moved the adoption of the resolution for the rehiring of the Traffic Officer.

The following members expressed their opinions with reference to to the rehiring of the County Traffic Officer: Lockard, Dalbesio, Schraufnagel, Schulz, Bablick, Wm. Johnson, Read, Shefchik.

Roll call was taken which resulted as follows: Ayes: Bablick, Crum, Wm. Johnson, Lockard, Nelson, Podrez, Pufall, Schulz, Vallely--9. Noes: Barabe, Broeniman, Dalbesio, De Briyn, Jensen, J. E. Johnson, Lokken, Lutnen, Peterson, Read, Russell, Schraufnagel, Shefchik, Stemm, Zielke--15. Not Voting--None. Absent: Giese, Hill, Hogan--3. Motion lost.

Mr. Gus Johnson, Mayor of the City of Ashland, appeared before the Board relative to the sale of the Schroeder Mill Property which the City wishes to buy. The matter was laid over until the afternoon session.

Supervisor Schraufnagel addressed the Board relative to the Butternut Relocation on S.T.H. 13, stating that he was dis-satisfied with the action of the Board on the previous day, when they refused to take on the building of the relocation.

Supervisors Shefchik, Schulz, Read, J. E. Johnson, Louis Peterson, Wm. Johnson, Lokken, Lockard, Pufall and Stemm expressed their opinions in regard to this matter.

Supervisor Bablick moved for a reconsideration of Resolution No. 13. Motion carried.

Supervisor Schulz moved the Road and Bridge Committee be instructed to secure definate figures for the construction of the Butternut Relocation and report as soon as possible and call a Special Meeting of the County Board if necessary.

Roll call was ordered which resulted as follows: Ayes: Bablick, Barabe, Broeniman, Crum, Dalbesio, Jensen, J. E. Johnson, Wm. Johnson, Lockard, Lokken, Lutnen, Nelson, Peterson, Podrez, Pufall, Read, Russell, Schruafnagel, Shefchik, Stemm, Schulz, Zielke, Vallely--23. Noes: De Briyn--1. Absent: Giese, Hill, Hogan--3. Motion carried.

Clarence V. Olson, District Attorney, gave a verbal report on the easements concerning the Wisconsin Central Railway Right-of-way in connection with the Schroder Lumber Company Property and other Bay-Shore property.

Supervisor J. E. Johnson moved the District Attorney's report be accepted. Motion carried.

COMMUNICATION

February 4, 1942

Ashland County Board of Supervisors
Ashland, Wisconsin

Gentlemen:

In connection with the offer of the City of Ashland of August 13, 1941, wherein we offered an amount equal to the delinquent taxes on the property and a small adjustment in addition for the real estate known as the Schroeder Mill property we submit the following:

$4,390.91 which is the amount due as delinquent taxes which amount shall be charged against the excess roll due the City of Ashland plus $307.98 which amount will be paid in cash. The $307.98 represents the amount after giving the City credit for having already paid $442.02. The $442.02 has been paid to the County in general County taxes for the year this expense was incurred, therefore we fell that in this settlement we should be given credit for this amount against the $750.00.

Yours very truly,

V 14 Pg 269

Supervisor Pufall moved to grant the request.

Roll call was taken which resulted as follows: Ayes: Bablick, Barabe, Broeniman, Crum, Dalbesio, De Briyn, Jensen, J. E. Johnson, Wm. Johnson, Lockard, Lokken, Lutnen, Nelson, Peterson, Podrez, Pufall, Read, Russell, Schraufnagel, Shefchik, Stemm, Schulz, Zielke, Vallely--22. Absent: Giese Hill, Hogan--3. Motion carried.

RESOLUTION

WHEREAS, a portion of county trunk highway "F" has been relocated,

BE IT RESOLVED that the following described road be abandoned:

That portion of old county trunk F beginning at or near the south quarter corner of Section two (2), township forty one (41) North, range one (1) East, thence northerly to the center of said section two (2) thence north-easterly a distance of about one and three fourths miles to a point on the present traveled county trunk at or near the Ashland, Iron County line a total distance of about two and one fourth miles.

BE IT FURTHER RESOLVED that the following described road be added to the county trunk system:

Beginning at a point at or near the south quarter corner of section two (2) township forty one (41) North, Range one (1) east on the present traveled county trunk F, thence in a northeasterly direction to a point on the present traveled county trunk F at or near the Ashland-Iron County line, distance of about two and one eighth miles.

BE IT FURTHER RESOLVED that this resolution shall go into effect as soon as said relocation is graded and graveled and in good condition for travel.

(Signed) Albin Podrez

Introduced this 4th day of February, 1942.

Supervisor Read moved the same be referred to the Road & Bridge Committee. Motion withdrawn.

Supervisor Nelson moved to adopt the resolution. Motion carried.

Supervisor Pufall moved to adjourn for committee work. Motion carried.

Ashland, Wisconsin
February 4, 1942

The Ashland County Board of Supervisors met pursuant to adjournment, the meeting called to order at 2:45 P.M. by Vice Chairman, Sam Broeniman.

Roll call was taken which resulted as follows: Present: Bablich, Barabe, Broeniman, Crum, Dalbesio, De Briyn, Giese, Jensen, Wm. Johnson, Lockard, Lokken, Lutnen, Nelson, Peterson, Podrez, Pufall, Read, Russell, Schraufnagel, Schulz, Zielke, Vallely--22. Absent: Hill, Hogan, J. E. Johnson, Shefchik, Stemm--5.

RESOLUTION

WHEREAS, the traffic officer has worked from January 1st and has received no compensation for same,

THEREFORE BE IT RESOLVED by the Ashland County Board of Supervisors that he be paid his salary and expenses to February 5, 1942.

(Signed) Louis J. Peterson
Wm. Johnson

Introduced this 4th day of February, 1942.

Supervisor Nelson moved adoption of the above resolution.

Roll call was taken which resulted as follows: Ayes: Bablick, Barabe, Broeniman, Crum, Dalbesio, De Briyn, Giese, Jensen, Lockard, Lokken, Lutnen, Nelson, Podrez, Pufall, Read, Russell, Shefchik, Schulz, Zielke, Vallely--20. Noes: None. Absent: Hill, Hogan, J. E. Johnson, Wm. Johnson, Peterson, Schraufnagel, Stemm--7. Motion carried.

Supervisor Schulz moved that the County authorize the installation of a telephone in Mr. Steiner's residence at Butternut, as he is to be appointed a Deputy Sheriff.

Roll Call was ordered which resulted as follows: Ayes: Bablick, Barabe, Broeniman, Crum, Dalbesio, De Briyn, Giese, Jensen, Lockard, Lokken, Lutnen, Nelson, Podrez, Pufall, Read, Russell, Shefchik, Schulz, Stemm, Zielke, Vallely--21. Absent: Hill, Hogan, J. E. Johnson, Wm. Johnson, Peterson, Schraufnagel--6. Motion carried.

Number 11361

ASHLAND COUNTY,
(BY ITS CLERK)
-TO-
Carl A. Larsen
& wife

QUIT CLAIM DEED.

REGISTER'S OFFICE,
Ashland County, Wisconsin.
Received for Record this 25th day of January A. D., 1940, at 2:06 o'clock, P. M.

Ralph H. Wisconsin
Register.

Edwin H. Guistorff, County Clerk, in the name of Ashland County, Wis., grantor of Ashland County, Wisconsin, hereby QUITCLAIMS to Carl A. Larsen and Louise P. Larsen, his wife, grantees, of Ashland County, Wisconsin, for the sum of One dollar and other valuable considerations — DOLLARS, the following tracts of land in Ashland County, Wisconsin:

	LOT	BLOCK
That portion of Lots One (1), Two (2), Three (3), Four (4) and Five (5), in Block Thirty two (32), Ellis Division of the City of Ashland, which lies South of the Wisconsin Central Railway Company right of way.		

By resolution of the County Board, passed November 12 1939 ~~A. D., 190~~ , A. M., and Recorded in Vol. 13 of Minutes, on Page 496

~~The said~~ to assume ~~all current and delinquent taxes~~

WITNESS its hand and seal of said grantor this 25th day of January 190 1940

IN PRESENCE OF
Margaret Lamonier
Clara Gilbert

Edwin H. Guistorff [SEAL]
County Clerk of Ashland County, Wisconsin.

(Ashland County Seal)

STATE OF WISCONSIN, } ss.
ASHLAND COUNTY.

Personally came before me this 25th day of January 1940 190 , the above named Edwin H. Guistorff to me known to be the County Clerk of Ashland County, Wisconsin, who executed the foregoing instrument and acknowledged the same.

(Notarial Seal)

Clara Gilbert
Notary Public, Ashland County, Wisconsin.

My commission expires January 19 1941.

Volume 135

270 Pg

ASHLAND COUNTY, TO Ashland County

NUMBER X 9971

NUMBER X 9971

To All to Whom These Presents Shall Come--Greeting:

Whereas, Ashland County ~~assignee of~~ has deposited in the office of the County Clerk of the County of Ashland, in the State of Wisconsin, Treasurer's Certificate of D. D. Kneeps the County Treasurer of said County, whereby it appears as the fact is that the following described piece or parcel of land, lying and being situated in the said County of Ashland, and State of Wisconsin, to-wit:

	Town	Sec.	Amount Due for Delinq. Taxes
[illegible] Ashland, Ellis Division	[illegible]	[illegible]	[illegible]
[illegible] Ashland, Ellis Division	[illegible]	[illegible]	[illegible]
[illegible] Ashland, Ellis Division	[illegible]	[illegible]	[illegible]
[illegible] Ashland, Ellis Division	[illegible]	[illegible]	[illegible]
[illegible] Ashland, Ellis Division, Bessemer	[illegible]	[illegible]	[illegible]
[illegible] Ashland, Ellis Division	[illegible]	[illegible]	[illegible]
[illegible] Ashland, Ashland Place			
[illegible]			

Now FOR THE NON-PAYMENT OF TAXES, separately sold by D. D. Kneeps the said County Treasurer of said County, at Public Auction, at Ashland, in the County of Ashland, Wisconsin, on the 12th day of June in the year of Our Lord one thousand nine hundred and twenty-eight, to the said Ashland County, for the sum of Fifty-five Dollars and Eight-One Cents in the whole, which sum was the amount of taxes assessed and due and unpaid on said tract or several tracts of land, together with the costs and charges of such sale, due therewith at the time of making such sale, the whole of which sum of money has been paid by the aforesaid purchaser or purchasers;

And Whereas, It further appears (as the fact is) that the owner (or owners) or claimant (or claimants) of said land has (or have) not redeemed from said sale the land which were sold as aforesaid, and said land is now unredeemed from such sale, whereby said described land has become forfeited, and the said purchaser his ~~(her or their) heirs~~ or assigns is (or are) entitled to a conveyance thereof.

Now, Therefore, Know All Men by These Presents, That the County of Ashland, in said State, and the State of Wisconsin, in consideration of the said money aforesaid, and the premises, and in conformity to law, HAVE GIVEN, AND HEREBY DO GIVE, GRANT AND CONVEY, the tract (or several tracts) of land above described, together with the hereditaments and appurtenances to the said Ashland County and to ~~his (her or their) heirs~~ and assigns to Stand their sole use and benefit forever.

IN TESTIMONY WHEREOF, I E. W. Quinlan the County Clerk of the County of Ashland have executed this DEED, pursuant to and in virtue of the authority in me vested by the Statues of the State of Wisconsin, and for and on behalf of said State and the County of Ashland aforesaid, and have hereunto subscribed my name officially, and affixed the seal of the said County of Ashland, in said County of Ashland, this 7th day of January in the year of Our Lord one thousand nine hundred and thirty-three.

Ashland Co. Seal

DONE IN PRESENCE OF:
Clara Gilbert
Maria C. Ames

E. W. Quinlan [SEAL.]
County Clerk of Ashland County, Wisconsin.

STATE OF WISCONSIN, COUNTY OF ASHLAND. } ss. On this 7th day of January A. D. 1933, personally appeared before me E. W. Quinlan to me known to be the person who executed the foregoing DEED OF CONVEYANCE and to be the County Clerk of Ashland County, in said State, and affixed the seal of the County of Ashland aforesaid thereto, and acknowledged that he affixed said seal to and executed said Deed as County Clerk in and for said County and State, for and in the name of the State of Wisconsin, and the County of Ashland aforesaid, and acknowledged that he so executed the same as the act and deed of the said State and County, for the uses and purposes in said deed mentioned, and as by law required.

Received for Record this 1st day of A. D. 1933, at 8:00 o'clock A. M.
H. C. [illegible]
Register.

Notarial Seal

Alfred Lund Notary Public
Madison County, Wisconsin
My Commission Expires Oct. 1, 1933

ASHLAND COUNTY, TO Ashland County

NUMBER X96468

To All to Whom These Presents Shall Come--Greeting:

Whereas, Ashland County ~~XXXXXXXXXX~~ has deposited in the office of the County Clerk of the County of Ashland, in the State of Wisconsin, six (6) Certificate s of H. D. Klein the County Treasurer of said County, whereby it appears as the fact is that the following described piece s or parcel s of land, lying and being situated in the said County of Ashland, and State of Wisconsin, to-wit:

	LOT	BLOCK	AMOUNT DUE FOR DOLLARS	CENTS
City of Ashland, Ellis Division, South and Less R/W	17)	33	21.	13
" "	18)			
City of Ashland, Ellis Division	14)			
" "	15)			
" "	16)	43	5.	57
City of Ashland, Ellis Division	19	58	1.	25
City of Ashland, Ellis Division, Less Right of Way	4)			
" " "	5)	60	3.	85
City of Ashland, Ellis Division	22)	86	24.	58
" "	23)			
City of Ashland, Ellis Division	13)			
" "	14)			
" "	15)			
" "	16)			
" "	17)	91	17.	67

W ere FOR THE NON-PAYMENT OF TAXES, separately sold by H. D. Klein the said County Treasurer of said County, at Public Auction, at Ashland, in the County of Ashland, Wisconsin, on the 10th day of June in the year of Our Lord one thousand nine hundred and thirty, to the said Ashland County, for the sum of Seventy-four Dollars and Five - - - - - Cents in the whole, which sum was the amount of taxes assessed and due and unpaid on the tract or several tracts of land together with the costs and charges of such sale, due therewith at the time of making such sale, the whole of which sum of money has been paid by the aforesaid purchaser or purchasers;

And Whereas, It further appears (as the fact is) that the owner (or owners) or claimant (or claimants) of said land has (or have) not redeemed from said sale the land s which were sold as aforesaid, and said land s are now unredeemed from such sale, whereby said described land s have become forfeited, and the said purchaser his her or their its successors heirs or assigns is (or are) entitled to a conveyance thereof.

Now, Therefore, Know All Men by These Presents, That the County of Ashland, in said State, and the State of Wisconsin, in consideration of the said money aforesaid, and the premises, and in conformity to law, HAVE GIVEN, AND HEREBY DO GIVE, GRANT AND CONVEY, the tract (or several tracts) of land above described, together with the hereditaments and appurtenances to the said Ashland County its successors and to his her or their its heirs and assigns to its or their sole use and benefit forever.

IN TESTIMONY WHEREOF, I E. H. Quistorff the County Clerk of the County of Ashland have executed this DEED, pursuant to and in virtue of the authority in me vested by the Statutes of the State of Wisconsin, and for and on behalf of said State and the County of Ashland aforesaid, and have hereunto subscribed my name officially, and affixed the seal of the said County of Ashland, in said County of Ashland, this 8th day of July in the year of Our Lord one thousand nine hundred and thirty-six

DONE IN PRESENCE OF
Margaret Dormady
Marie Quistorff

(Ashland Co. Seal)

E. H. Quistorff [SEAL]
County Clerk of Ashland County, Wisconsin.

STATE OF WISCONSIN, } ss. COUNTY OF ASHLAND. On this 8th day of July A. D. 19 36, personally appeared before me E. H. Quistorff to me known to be the person who executed the foregoing DEED OF CONVEYANCE and to be the County Clerk of Ashland County, in said State, and affixed the seal of the County of Ashland aforesaid thereto, and acknowledged that he affixed said seal to and executed said Deed as County Clerk in and for said County and State, for and in the name of the State of Wisconsin, and the County of Ashland aforesaid, and acknowledged that he so executed the same as the act and deed of the said State and County, for the uses and purposes in said deed mentioned, and as by law required.

Marie Quistorff,
Notary Public, Ashland County, Wisconsin.
My Commission Expires Sept. 24, 1939

Received for Record this 17th. day of July A. D. 1936 at 3:45 o'clock P. M.
H. C. Knowles, Register.

Notarial Seal.

ASHLAND COUNTY, TO Ashland County

NUMBER X98122

To All to Whom These Presents Shall Come--Greeting:

Whereas, Ashland County ~~assignee of~~ has s deposited in the office of the County Clerk of the County of Ashland, in the State of Wisconsin, Fifteen (15) Certificates of H. D. Klein the County Treasurer of said County, whereby it appears as the fact is that the following described piece s or parcel s of land, lying and being situated in the said County of Ashland, and State of Wisconsin, to-wit:

	Lots	Vol.	Block	Amount Sold for Dollars Cents
Town of La Pointe, Hermit Island Park S. 5 Acres of	37			1.42
City of Ashland, Ashland Proper	4, 5 and 6		57	13.35
City of Ashland, Ellis Division	1 and 2		33	17.67
City of Ashland, Ellis Division All	Lot 3)		73	2.98
" " " " " Southerly part of	Lot 4)			
City of Ashland, Dalrymple's Addition	13, 14, 15 and 16		4	1.25
City of Ashland, Dalrymple's Addition	19		6	.74
City of Ashland, Dalrymple's Addition	5 and 6		8	1.09
City of Ashland, Dalrymple's Addition	23 and 24		8	1.08
City of Ashland, Dalrymple's Addition	20, 21, and 22		16	1.44
City of Ashland, Ellis Division S½	9		58	9.07
City of Ashland, Ellis Division	10 and 11		173	3.15
City of Ashland, Kennan & Fuller's Addn.	14 and 15		2	2.08
City of Ashland, Kennan & Fuller's Addn.	21 and 22		3	3.85
City of Ashland, Kennan & Fuller's Addn.	1 to 6 Inc.		13	9.07
City of Ashland, Kennan & Fuller's Addn.	15 and 16		13	7.30

Were FOR THE NON-PAYMENT OF TAXES, separately sold by H. D. Klein the said County Treasurer of said County, at Public Auction, at Ashland, in the County of Ashland, Wisconsin, on the 14th day of June in the year of Our Lord one thousand nine hundred and thirty-two, to the said Ashland County, for the sum of SEVENTY-SIX Dollars and THIRTY-FIVE ... Cents in the whole, which sum was the amount of taxes assessed and due and unpaid on said tract or several tracts of land, together with the costs and charges of such sale, due therewith at the time of making such sale, the whole of which sum of money has been paid by the aforesaid purchaser or purchasers;

And Whereas, It further appears (as the fact is) that the owner (or owners) or claimant (or claimants) of said land, has (or have) not redeemed from said sale the land s which were sold as aforesaid, and said lands are now unredeemed from such sale, whereby said described land s have become forfeited, and the said purchaser ~~his heirs or their heirs~~ its successors or assigns is (or are) entitled to a conveyance thereof.

Now, Therefore, Know All Men by These Presents, That the County of Ashland, in said State, and the State of Wisconsin, in consideration of the said money aforesaid, and the premises, and in conformity to law, HAVE GIVEN, AND HEREBY DO GIVE, GRANT AND CONVEY, the tract (or several tracts) of land above described, together with the hereditaments and appurtenances to the said Ashland County and to ~~his or her or their heirs~~ its successors and assigns to its, or their sole use and benefit forever.

IN TESTIMONY WHEREOF, I L. H. Quistorff the County Clerk of the County of Ashland have executed this DEED, pursuant to and in virtue of the authority in me vested by the Statutes of the State of Wisconsin, and for and on behalf of said State and the County of Ashland aforesaid, and have hereunto subscribed my name officially, and affixed the seal of the said County of Ashland, in said County of Ashland, this 15th day of April in the year of Our Lord on thousand nine hundred and thirty-seven

L. H. Quistorff [SEAL.]
County Clerk of Ashland County, Wisconsin.

DONE IN PRESENCE OF
Margaret Dormady
Irene Dandeneau
(Ashland Co. Seal)

STATE OF WISCONSIN, } ss.
COUNTY OF ASHLAND.

On this 15 day of April A. D. 1927, personally appeared before me L. H. Quistorff to me known to be the person who executed the foregoing DEED OF CONVEYANCE and to be the County Clerk of Ashland County, in said State, and affixed the seal of the County of Ashland aforesaid thereto, and acknowledged that he affixed said seal to and executed said Deed as County Clerk in and for said County and State, for and in the name of the State of Wisconsin, and the County of Ashland aforesaid, and acknowledged that he so executed the same as the act and deed of the said State and County, for the uses and purposes in said deed mentioned, and as by law required.

Received for Record this 22 day of April A. D. 1927, at 3 o'clock P. M.

Notarial Seal

Clara Gilbert
Notary Public, Ashland County, Wisconsin
My Commission Expires Jan. 13, 1941

R. C. Knowles, Register.

Per. M. D., Deputy

ASHLAND COUNTY, TO Ashland County

NUMBER X98146 ✓

To All to Whom These Presents Shall Come--Greeting:

Whereas, Ashland County ~~xxxxxxxxx~~ has deposited in the office of the County Clerk of the County of Ashland, in the State of Wisconsin, Eight (8) Certificates of H.D. Klein the County Treasurer of said County, whereby it appears as the fact is that the following described pieces or parcels of land, lying and being situated in the said County of Ashland, and State of Wisconsin, to-wit:

		Lots	Lot	Block	Amount Sold for Dollars	Cents
City of Mellen, Shaw's Addition		15		2	14.	16
City of Mellen, Shaw's Addition		16		2	4.	98
City of Ashland, Ellis Division	All	1, 2 and 3 }		33}	34.	96
City of Ashland, " "	Southerly part of 4	}		33)		
City of Ashland Ellis Division	All	16)		276)	2.	64
" " " " "	S 1/3'	17)		276)		
City of Ashland, Ellis Division N 2/3'		17		276)		
" " " " "	All	18-19		276)	5.	[illegible]
[illegible]		[illegible]		[illegible]	[illegible]	
[illegible]		[illegible]		[illegible]		
City of Ashland Kennan & Fuller's Addition)		14-15)		2		2.99
Including Lot 14 Block 2, W. & S. Addition)		)		2		
Including Lot 15 Block 2 W. & S. Addition)		)		2		
City of Ashland Kennan & Fullers Addition		6 to 12 inclusive		21	1.	98
City of Ashland Kennan & Fullers Addition				2		
Westerly 1/2 of Block #2, as shown on the recorded plat of K. & F. Addn. now vacated except what was formerly known as lots 11 and 12, Block 2, Kennan & Fullers 1st Addn.)				2	2.	[illegible]

Were FOR THE NON-PAYMENT OF TAXES, separately sold by H.D.Klein the said County Treasurer of said County, at Public Auction, at Ashland, in the County of Ashland, Wisconsin, on the 9th day of June in the year of Our Lord one thousand nine hundred and thirty-one, to the said Ashland County for the sum of Seventy-~~xxxxx~~ Dollars and Ninety-four Cents in the whole, which sum was the amount of taxes assessed and due and unpaid on said tract or several tracts of land, together with the costs and charges of such sale, due therewith at the time of making such sale, the whole of which sum of money has been paid by the aforesaid purchaser or purchasers;

And Whereas, It further appears (as the fact is) that the owner (or owners) or claimant (or claimants) of said land , has (or have) not redeemed from said sale the lands which were sold as aforesaid, and said lands are now unredeemed from such sale, whereby said described lands have become forfeited, and the said purchaser its successors ~~his (her or their) heirs~~ or assigns is (or are) entitled to a conveyance thereof.

Now, Therefore, Know All Men by These Presents, That the County of Ashland, in said State, and the State of Wisconsin, in consideration of the said money aforesaid, and the premises, and in conformity to law, HAVE GIVEN, AND HEREBY DO GIVE, GRANT AND CONVEY, the tract (or several tracts) of land above described, together with the hereditaments and appurtenances to the said Ashland County and to its successors ~~his (or her or their) heirs~~ and assigns to its, or their sole use and benefit forever.

IN TESTIMONY WHEREOF, I E. H. Quistorff the County Clerk of the County of Ashland have executed this DEED, pursuant to and in virtue of the authority in me vested by the Statutes of the State of Wisconsin, and for and on behalf of said State and the County of Ashland aforesaid, and have hereunto subscribed my name officially, and affixed the seal of the said County of Ashland, in said County of Ashland, this 28th day of April in the year of Our Lord one thousand nine hundred and thirty-seven

E. H. Quistorff [SEAL.]
County Clerk of Ashland County, Wisconsin.

DONE IN PRESENCE OF
Margaret Dormady
Clara Gilbert
(Ashland Co. Seal)

STATE OF WISCONSIN, } ss.
COUNTY OF ASHLAND. }

On this 28th day of April A. D. 1937, personally appeared before me E. H. Quistorff to me known to be the person who executed the foregoing DEED OF CONVEYANCE and to be the County Clerk of Ashland County, in said State, and affixed the seal of the County of Ashland aforesaid thereto, and acknowledged that he affixed said seal to and executed said Deed as County Clerk in and for said County and State, for and in the name of the State of Wisconsin, and the County of Ashland aforesaid, and acknowledged that he so executed the same as the act and deed of the said State and County, for the uses and purposes in said deed mentioned, and as by law required.

Clara Gilbert
Notary Public, Ashland County, Wisconsin.
(Notarial Seal)
My Commission Expires Jan. 10, 1941

Received for Record this 29th day of April A. D. 1937, at 4.20 o'clock P. M.
W. C. Knowles
Register.
Per: M.D. Deputy

ASHLAND COUNTY, TO Ashland County

NUMBER X102123

To All to Whom These Presents Shall Come--Greeting:

Whereas, Ashland County ~~xxxxxxxxxxxx~~ has deposited in the office of the County Clerk of the County of Ashland in the State of Wisconsin, One (1) Certificate of H. D. Klein the County Treasurer of said County, whereby it appears as the fact is that the following described pieces or parcels of land, lying and being situated in the said County of Ashland, and State of Wisconsin, to-wit:

John Schroeder Lumber Company property

			Lot	Block	Amount Sold for Dollars	Cents
City of Ashland, Ellis Division		Undivided one-half	...	25	1123.	41
City of Ashland, Ellis Division		Do	....	26		
City of Ashland, Ellis Division		Do Lots 1 to 6 inc.	....	27		
City of Ashland, Ellis Division	Fifield Place	Do	...	28		
City of Ashland, Ellis Division	& Frontage	Do	8	31		
City of Ashland, Ellis Division	Less r/w	Do Lots 1 to 5 inc.	..	32)		
City of Ashland, Ellis Division	(Saw Mill Plant)	--- Lots 13 to 24 inc.	....	32)		
City of Ashland, Ellis Division	(North of r/w)	Do Lots 17 to 24 inc.	....	33)		

Note: The face of the certificate #8147 (sale of 1932, tax of 1931) is in the amount of $2246.79. The sum of $1123.38 was redeemed by the John Schroeder Lumber Co. County Treasurer's receipt No. 13975 dated June 13, 1935, amount $1123.38, leaving an undivided one-half amount due of $1123.41.

Was FOR THE NON-PAYMENT OF TAXES, separately sold by H. D. Klein the said County Treasurer of said County, at Public Auction, at Ashland, in the County of Ashland, Wisconsin, on the Fourteenth day of June in the year of Our Lord one thousand nine hundred and thirty-two, to the said Ashland County, for the sum of Twenty-two hundred and forty-six. -- Dollars and seventy-nine Cents in the whole, which sum was the amount of taxes assessed and due and unpaid on said tract or several tracts of land, together with the costs and charges of such sale, due therewith at the time of making such sale, the whole of which sum of money has been paid by the aforesaid purchaser or purchasers;

And Whereas, It further appears (as the fact is) that the owner (or owners) or claimant (or claimants) of said land, has (or have) not redeemed from said sale the lands which were sold as aforesaid except as above mentioned; and said land now unredeemed from such sale, whereby said described lands have become forfeited, and the said purchaser ~~his (her or their) heirs~~ its successors or assigns ----- is (or are) entitled to a conveyance thereof.

Now, Therefore, Know All Men by These Presents, That the County of Ashland, in said State, and the State of Wisconsin, in consideration of the said money aforesaid, and the premises, and in conformity to law HAVE GIVEN, AND HEREBY DO GIVE, GRANT AND CONVEY, the tract (or several tracts) of land above described, together with the hereditaments and appurtenances to the said Ashland County and to ~~its (or her or their) heirs~~ its successors and assigns to its, or their sole use and benefit forever.

IN TESTIMONY WHEREOF, I Edwin H. Quistorff, the County Clerk of the County of Ashland have executed this DEED, pursuant to and in virtue of the authority in me vested by the Statutes of the State of Wisconsin, and for and on behalf of said State and the County of Ashland aforesaid, and have hereunto subscribed my name officially, and affixed the seal of the said County of Ashland, in said County of Ashland, this 29th day of March in the year of Our Lord on thousand nine hundred and thirty-nine.

DONE IN PRESENCE OF

Elna M. Hanson.

Margaret Lamoreux.

Edwin H. Quistorff [SEAL.]

County Clerk of Ashland County, Wisconsin.

(Ashland County Seal)

STATE OF WISCONSIN, } ss.
COUNTY OF ASHLAND.

On this 29th day of March, A. D. 1939, personally appeared before me Edwin H. Quistorff, to me known to be the person who executed the foregoing DEED OF CONVEYANCE and to be the County Clerk of Ashland County, in said State, and affixed the seal of the County of Ashland aforesaid thereto, and acknowledged that he affixed said seal to and executed said Deed as County Clerk in and for said County and State, for and in the name of the State of Wisconsin, and the County of Ashland aforesaid, and acknowledged that he so executed the same as the act and deed of the said State and County, for the uses and purposes in said deed mentioned, and as by law required.

Received for Record this 31st. day of March, A. D. 1939 at 2:15 o'clock P. M.

R. H. Wiezorek, Register.

Per: M. D. Deputy.

Notarial Seal.

Clara Gilbert,

Notary Public, Ashland County, Wis.

My Commission Expires January 19, 1941

ASHLAND COUNTY, TO ASHLAND COUNTY

NUMBER X102160

To All to Whom These Presents Shall Come--Greeting:

Whereas, Ashland County ~~XXXXXXXX~~ ha s deposited in the office of the County Clerk of the County of Ashland, in the State of Wisconsin, eleven (11) Certificate s of H. D. Klein the County Treasurer of said County, whereby it appears as the fact is that the following described piece s or parcel s of land, lying and being situated in the said County of Ashland, and State of Wisconsin, to-wit:

City of Ashland, Ellis Division	all of	3	33	2. 81
" " " " "	Southerly part of	4		
City of Ashland, Ellis Division	Lots 13 to 16	Inc.	38	48. 55
City of Ashland, Ellis Division		22	91	2. 81
City of Ashland, Ellis Division	Lots 11-12		178	3. 61
City of Ashland, Ellis Division	Lots 7 and	8	180	2. 81
City of Ashland, Ellis Division		20	230	2. 81
City of Ashland, Ellis Division	Lots 5-6-7		263	10. 03
City of Ashland, Ellis Division	Lots 17 to 20	inc	263	10. 03
City of Ashland, Ellis Division	Lots 4 to 12	inc	264	19. 66
City of Ashland, Ellis Division	Lots 17-18-19		276	3. 61
City of Ashland, Ellis Division		8	11	38. 92
City of Ashland, Vaughn & Humbird's Addition				

Were FOR THE NON-PAYMENT OF TAXES, separately sold by H. D. Klein the said County Treasurer of said County, at Public Auction, at Ashland, in the County of Ashland, Wisconsin, on the 1st day of ~~XXXX~~ August in the year of Our Lord one thousand nine hundred and thirty-three, to the said Ashland County, for the sum of One hundred forty-five Dollars and sixty-five Cents in the whole, which sum was the amount of taxes assessed and due and unpaid on said tract or several tracts of land, together with the costs and charges of such sale, due therewith at the time of making such sale, the whole of which sum of money has been paid by the aforesaid purchaser or purchasers;

And Whereas, It further appears (as the fact is) that the owner (or owners) or claimant (or claimants) of said land s, has (or have) not redeemed from said sale the land s which were sold as aforesaid, and said land s are now unredeemed from such sale, whereby said described land sha ve become forfeited, and the said purchaser ~~XXXXXXXXXXXXXX~~ its successors or assigns is (or are) entitled to a conveyance thereof.

Now, Therefore, Know All Men by These Presents, That the County of Ashland, in said State, and the State of Wisconsin, in consideration of the said money aforesaid, and the premises, and in conformity to law, HAVE GIVEN, AND HEREBY DO GIVE, GRANT AND CONVEY, the tract (or several tracts) of land above described, together with the hereditaments and appurtenances to the said Ashland County and to ~~XXXXXXXXXXXXXX~~ its successors and assigns to its, or their sole use and benefit forever.

IN TESTIMONY WHEREOF, I Edwin H. Quistorff the County Clerk of the County of Ashland have executed this DEED, pursuant to and in virtue of the authority in me vested by the Statutes of the State of Wisconsin, and for and on behalf of said State and the County of Ashland aforesaid, and have hereunto subscribed my name officially, and affixed the seal of the said County of Ashland, in said County of Ashland, this 8th day of April in the year of Our Lord on thousand nine hundred and thirty-nine

Edwin H. Quistorff [SEAL]
County Clerk of Ashland County, Wisconsin.

DONE IN PRESENCE OF
Clara Gilbert
Margaret Lamoreux
(Ashland County Seal)

STATE OF WISCONSIN, } ss. COUNTY OF ASHLAND. On this 8th day of April A. D. 19 39, personally appeared before me Edwin H. Quistorff to me known to be the person who executed the foregoing DEED OF CONVEYANCE and to be the County Clerk of Ashland County, in said State, and affixed the seal of the County of Ashland aforesaid thereto, and acknowledged that he affixed said seal to and executed said Deed as County Clerk in and for said County and State, for and in the name of the State of Wisconsin, and the County of Ashland aforesaid, and acknowledged that he so executed the same as the act and deed of the said State and County, for the uses and purposes in said deed mentioned, and as by law required.

Clara Gilbert
Notary Public, Ashland County, Wis.
My Commission Expires January 19 19 41.

Notarial Seal

Received for Record this 11 day of April A. D. 19 39 at 9:10 o'clock A.M.

R. H. Wiezorek Register.

Per: M. D.

ASHLAND COUNTY, TO Ashland County

(CORRECTION DEED)

NUMBER X102168

To All to Whom These Presents Shall Come--Greeting:

Whereas, Ashland County xxxxxxxxxx has deposited in the office of the County Clerk of the County of Ashland, in the State of Wisconsin, One (1) Certificate of H. D. Klein the County Treasurer of said County, whereby it appears as the fact is that the following described piece or parcels of land, lying and being situated in the said County of Ashland, and State of Wisconsin, to-wit:

		Lot	Block	Amount Sold for Dollars	Cents
City of Ashland, Ellis Division			25		
City of Ashland, Ellis Division			26		
City of Ashland, Ellis Division	Lots 1 to 6, Inc.		27		
City of Ashland, Ellis Division			28		
City of Ashland, Ellis Division & Fifield Place & Frontage Lot 8			31		
City of Ashland, Ellis Division, Less R/W	Lots 1 to 5, Inc.		32		
City of Ashland, Ellis Division (Saw Mill Plant)	Lots 13 to 24, Inc.		32		
City of Ashland, Ellis Division, (North of R/W)	Lots 17 to 24, Inc.		33	$1123.	41

This deed is executed in lieu of that certain erroneous tax deed to the above described property bearing date of March 29, 1939, and recorded in the office of the Register of Deeds of said County in Volume 151 of deeds, page 175.

Was FOR THE NON-PAYMENT OF TAXES, separately sold by H. D. Klein the said County Treasurer of said County, at Public Auction, at Ashland, in the County of Ashland, Wisconsin, on the 14th. day of June in the year of Our Lord one thousand nine hundred and thirty-two, to the said Ashland County, for the sum of Eleven hundred twenty-three Dollars and Forty-one Cents in the whole, which sum was the amount of taxes assessed and due and unpaid on said tract or several tracts of land, together with the costs and charges of such sale, due therewith at the time of making such sale, the whole of which sum of money has been paid by the aforesaid purchaser or purchasers;

And Whereas, It further appears (as the fact is) that the owner (or owners) or claimant (or claimants) of said land s, has (or have) not redeemed from said sale the land s which were sold as aforesaid, and said land s are now unredeemed from such sale, whereby said described lands have become forfeited, and the said purchaser its successors or assigns is (or are) entitled to a conveyance thereof.

Now, Therefore, Know All Men by These Presents, That the County of Ashland, in said State, and the State of Wisconsin, in consideration of the said money aforesaid, and the premises, and in conformity to law, HAVE GIVEN, AND HEREBY DO GIVE, GRANT AND CONVEY, the tract (or several tracts) of land above described, together with the hereditaments and appurtenances to the said Ashland County its successors and assigns to its or their sole use and benefit forever.

IN TESTIMONY WHEREOF, I Edwin H. Quistorff, the County Clerk of the County of Ashland have executed this DEED, pursuant to and in virtue of the authority in me vested by the Statutes of the State of Wisconsin, and for and on behalf of said State and the County of Ashland aforesaid, and have hereunto subscribed my name officially, and affixed the seal of the said County of Ashland, in said County of Ashland, this 12th. day of April, in the year of Our Lord on thousand nine hundred and thirty-nine.

Edwin H. Quistorff [SEAL]
County Clerk of Ashland County, Wisconsin.

DONE IN PRESENCE OF
Clara Gilbert.
Margaret Lamoreux.
(Ashland Co. Seal)

STATE OF WISCONSIN, COUNTY OF ASHLAND. } ss. On this 12th. day of April, A. D. 19 39, personally appeared before me Edwin H. Quistorff, to me known to be the person who executed the foregoing DEED OF CONVEYANCE and to be the County Clerk of Ashland County, in said State, and affixed the seal of the County of Ashland aforesaid thereto, and acknowledged that he affixed said seal to and executed said Deed as County Clerk in and for said County and State, for and in the name of the State of Wisconsin, and the County of Ashland aforesaid, and acknowledged that he so executed the same as the act and deed of the said State and County, for the uses and purposes in said deed mentioned, and as by law required.

Clara Gilbert, Notary Public,
~~Notary Public~~ Ashland County, Wisconsin.
Notary Public, Ashland County, Wis.
My Commission Expires January 19, 1941

Received for Record this 12th. day of April, A. D. 19 39, at 4:25 o'clock P. M.
Ralph H. Wiezorek,
Register.

Notarial Seal.

ASHLAND COUNTY, TO ASHLAND COUNTY

NUMBER X102642

To All to Whom These Presents Shall Come--Greeting:

Whereas, Ashland County ~~xxxxxxxx~~ ha s deposited in the office of the County Clerk of the County of Ashland, in the State of Wisconsin, two (2) Certificate s of H. D. Klein the County Treasurer of said County, whereby it appears as the fact is that the following described piece s or parcel s of land, lying and being situated in the said County of Ashland, and State of Wisconsin, to-wit:

	~~xxx~~	Block	Amount Sold for Dollars	Cents
(called JOHN SCHROEDER LUMBER COMPANY PROPERTY)				
(Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19,				
(20, 21, 22, 23, and 24, All in Block		36)		
(less right of way.		)		
Planning Mill Plant. Block		19)		
" " " Block		20)		
" " " Block		21)		
Lots 1, 2, 3, 4, 5 and 6. Block		22)		
Block		23)		
Block		24)	$1027	60
All of the above descriptions being in Ellis Division, City of Ashland, Wis. AND LESS R/W.				
Block		25)		
Block		26)		
Lots 1, 2, 3, 4, 5 and 6		27)		
Lot 8		31)		
Lots 1, 2, 3, 4 and 5. (N. of r/w)		32)		
Saw Mill Plant. Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24.		32)		
Lots 17, 18, 19, 20, 21, 22, 23, and 24. North of r/w		33)		
All of the above descriptions being in Ellis Division, City of Ashland, Wis.		)		
Fifield Place and Frontage		28)	$1926	40

Were FOR THE NON-PAYMENT OF TAXES, separately sold by H. D. Klein the said County Treasurer of said County, at Public Auction, at Ashland, in the County of Ashland, Wisconsin, on the 1st day of ~~xxxxx~~ August in the year of Our Lord one thousand nine hundred and thirty-three, to the said Ashland County, for the sum of Two thousand nine hundred fifty-four Dollars and no Cents in the whole, which sum was the amount of taxes assessed and due and unpaid on said tract or several tracts of land, together with the costs and charges of such sale, due therewith at the time of making such sale, the whole of which sum of money has been paid by the aforesaid purchaser or purchasers;

And Whereas, It further appears (as the fact is) that the owner (or owners) or claimant (or claimants) of said land s, has (or have) not redeemed from said sale the land s which were sold as aforesaid, and said lands are now unredeemed from such sale, whereby said described land s have become forfeited, and the said purchaser ~~his~~ its successors or assigns is (or are) entitled to a conveyance thereof.

Now, Therefore, Know All Men by These Presents, That the County of Ashland, in said State, and the State of Wisconsin, in consideration of the said money aforesaid, and the premises, and in conformity to law, HAVE GIVEN, AND HEREBY DO GIVE, GRANT AND CONVEY, the tract (or several tracts) of land above described, together with the hereditaments and appurtenances to the said Ashland County and to ~~his~~ its successors and assigns to its, or their sole use and benefit forever.

IN TESTIMONY WHEREOF, I Edwin H. Quistorff the County Clerk of the County of Ashland have executed this DEED, pursuant to and in virtue of the authority in me vested by the Statutes of the State of Wisconsin, and for and on behalf of said State and the County of Ashland aforesaid, and have hereunto subscribed my name officially, and affixed the seal of the said County of Ashland, in said County of Ashland, this 11th day of July in the year of Our Lord on thousand nine hundred and thirty-nine

Edwin H. Quistorff [SEAL.]
County Clerk of Ashland County, Wisconsin.

DONE IN PRESENCE OF
Margaret Lamoreux
J. Arthur Tarr
(ASHLAND CO. SEAL)

STATE OF WISCONSIN, } ss.
COUNTY OF ASHLAND.

On this 11th day of July A. D. 1939, personally appeared before me Edwin H. Quistorff to me known to be the person who executed the foregoing DEED OF CONVEYANCE and to be the County Clerk of Ashland County, in said State, and affixed the seal of the County of Ashland aforesaid thereto, and acknowledged that he affixed said seal to and executed said Deed as County Clerk in and for said County and State, for and in the name of the State of Wisconsin, and the County of Ashland aforesaid, and acknowledged that he so executed the same as the act and deed of the said State and County, for the uses and purposes in said deed mentioned, and as by law required.

Received for Record this 11th. day of July A. D. 1939, at 9:45 o'clock A. M.

Ralph H. Wiezorek
Register.

NOTARIAL SEAL

Clara Gilbert
Notary Public, Ashland County, Wis.
My Commission Expires January 19 1941.

ASHLAND COUNTY, TO Ashland County

NUMBER X120661

To All to Whom These Presents Shall Come--Greeting:

Whereas, Ashland County ~~assignee~~ ha s deposited in the office of the County Clerk of the County of Ashland, in the State of Wisconsin, Thirteen (13) Certificate s of H. D. Klein the County Treasurer of said County, whereby it appears as the fact is that the following described piece s or parcel s of land, lying and being situated in the said County of Ashland, and State of Wisconsin, to-wit:

CITY OF ASHLAND	LOT	BLOCK	AMOUNT Dollars	Cents
Ellis Division All that part of said lots being & lying N. of Wis.Central Ry. Co. R/W Lots 13, 14, 15 & 16		32	4	20
Ellis Division	3	99	25	80
Ellis Division All Lots 1, 2 & 3 and S. 10' Lot 4		99	27	25
Ellis Division Lots 13, 14, 15, 16, 17 & 18		100	3	23
Ellis Division Lots 21 & 22		100	2	15
Ellis Division Less R/W Lots 20, 21, 22, 23 & 24		120	3	23
Ellis Division Lots 4, 5, 6, 7, 8, 9, 10, 11 & 12		131	5	38
Ellis Division	7	177	2	23
Ellis Division Lots 2 & 3		178	4	20
Ellis Division W. 70' Lots 10, 11 & 12		215	32	25
Ellis Division Lots 10, 11 & 12		261	45	15
Ellis Division Lots 13, 14, 15 & 16		263	12	90
Lake Shore Addn. Lots 11, 12, 13, 14 & 15		44	1	28

W ere FOR THE NON-PAYMENT OF TAXES, separately sold by H. D. Klein the said County Treasurer of said County, at Public Auction, at Ashland, in the County of Ashland, Wisconsin, on the 1st day of October in the year of Our Lord one thousand nine hundred and forty, to the said Ashland County, for the sum of One Hundred and Seventy Dollars and Forty-Six Cents in the whole, which sum was the amount of taxes assessed and due and unpaid on said tract or several tracts of land, together with the costs and charges of such sale, due therewith at the time of making such sale, the whole of which sum of money has been paid by the aforesaid purchaser or purchasers:

And Whereas, It further appears (as the fact is) that the owner (or owners) or claimant (or claimants) of said land, has (or have) not redeemed from said sale the land s which were sold as aforesaid, and said land s are now redeemed from such sale, whereby said described land s ha ve become forfeited, and the said purchaser ~~or his heirs and~~ its successors or assigns is (or are) entitled to a conveyance thereof.

Now, Therefore, Know All Men by These Presents, That the County of Ashland, in said State, and the State of Wisconsin, in consideration of the said money aforesaid, and the premises, and in conformity to law, HAVE GIVEN, AND HEREBY DO GIVE, GRANT AND CONVEY, the tract (or several tracts) of land above described, together with the hereditaments and appurtenances to the said Ashland County and to ~~his heirs and assigns~~ its successors and assigns to its and their sole use and benefit forever.

IN TESTIMONY WHEREOF, I Edwin H. Quistorff the County Clerk of the County of Ashland have executed this DEED, pursuant to and in virtue of the authority in me vested by the Statutes of the State of Wisconsin, and for and on behalf of said State and the County of Ashland aforesaid, and have hereunto subscribed my name officially, and affixed the seal of the said County of Ashland, in said County of Ashland, the 25th day of March in the year of Our Lord one thousand nine hundred and forty-seven.

DONE IN PRESENCE OF

Clara Gilbert
Clara Gilbert
Judith Schaetzle
Judith Schaetzle

(Ashland County) (Seal)

Edwin H. Quistorff [SEAL]
County Clerk of Ashland County, Wisconsin.
Edwin H. Quistorff

STATE OF WISCONSIN, } ss. COUNTY OF ASHLAND. } On this 25th day of March A. D. 19 47, personally appeared before me Edwin H. Quistorff to me known to be the person who executed the foregoing DEED OF CONVEYANCE and to be the County Clerk of Ashland County, in said State, and affixed the seal of the County of Ashland aforesaid thereto, and acknowledged that he affixed said seal to and executed said Deed as County Clerk in and for said County and State, for and in the name of the State of Wisconsin, and the County of Ashland aforesaid, and acknowledged that he so executed the same as the act and deed of the said State and County, for the uses and purposes in said deed mentioned, and as by law required.

Received for Record this 25 day of March A. D. 19 47, at 2:10 o'clock P. M.

Mary C. Donald
Register.

Notarial Seal

Clara Gilbert
Clara Gilbert
Notary Public, Ashland County, Wis.
My Commission Expires January 9, 1948

ASHLAND COUNTY, TO Ashland County, Wisconsin

NUMBER X113531

To All to Whom These Presents Shall Come--Greeting:

Whereas, Ashland County, Wisconsin assignee of - - ha s deposited in the office of the County Clerk of the County of Ashland, in the State of Wisconsin, 3 (Three) Certificate s of H. D. Klein the County Treasurer of said County, whereby it appears as the fact is that the following described piece s or parcel s of land, lying and being situated in the said County of Ashland, and State of Wisconsin, to-wit:

CITY OF ASHLAND		LOT	BLOCK	Amount Sold for Dollars	Cents
Ellis Division	Northerly part of	(4			
Ellis Division	All	(5	33	12	00
Ellis Division		(11 (12	193	16	00
Ellis Division		(16 (17	274	2	00

Were FOR THE NON-PAYMENT OF TAXES, separately sold by H. D. Klein the said County Treasurer of said County, at Public Auction, at Ashland, in the County of Ashland, Wisconsin, on the 14th day of June in the year of Our Lord one thousand nine hundred and thirty-eight, to the said Ashland County, Wisconsin, for the sum of Thirty Dollars and no Cents in the whole, which sum was the amount of taxes assessed and due and unpaid on said tract or several tracts of land, together with the costs and charges of such sale, due therewith at the time of making such sale, the whole of which sum of money has been paid by the aforesaid purchaser or purchasers;

And Whereas, It further appears (as the fact is) that the [redacted] owners) or [redacted] claimants) of said land s, [redacted] have) not redeemed from said sale the land s which were sold as aforesaid, and said lands are now unredeemed from such sale, whereby said described lands ha ve become forfeited, and the said purchaser [redacted] their) heirs or assigns [redacted] are) entitled to a conveyance thereof.

Now, Therefore, Know All Men by These Presents, That the County of Ashland, in said State, and the State of Wisconsin, in consideration of the said money aforesaid, and the premises, and in conformity to law, HAVE GIVEN, AND HEREBY DO GIVE, GRANT AND CONVEY, the [redacted] several tracts) of land above described, together with the hereditaments and appurtenances to the said Ashland County, Wisconsin and to [redacted] (their) heirs and assigns to its, or their sole use and benefit forever.

IN TESTIMONY WHEREOF, I Edwin H. Quistorff the County Clerk of the County of Ashland have executed this DEED, pursuant to and in virtue of the authority in me vested by the Statutes of the State of Wisconsin, and for and on behalf of said State and the County of Ashland aforesaid, and have hereunto subscribed my name officially, and affixed the seal of the said County of Ashland, in said County of Ashland, this 1st day of March in the year of Our Lord on thousand nine hundred and forty-five

DONE IN PRESENCE OF
Marian A. Sullivan
Clara Gilbert

Edwin H. Quistorff [SEAL]
County Clerk of Ashland County, Wisconsin.
(Ashland Co.Seal)

STATE OF WISCONSIN, } ss. COUNTY OF ASHLAND. } On this 1st day of March A. D. 1945, personally appeared before me Edwin H. Quistorff, to me known to be the person who executed the foregoing DEED OF CONVEYANCE and to be the County Clerk of Ashland County, in said State, and affixed the seal of the County of Ashland aforesaid thereto, and acknowledged that he affixed said seal to and executed said Deed as County Clerk in and for said County and State, for and in the name of the State of Wisconsin, and the County of Ashland aforesaid, and acknowledged that he so executed the same as the act and deed of the said State and County, for the uses and purposes in said deed mentioned, and as by law required.

Received for Record this 1st day of March A. D. 1945 at 10:30 o'clock A. M.
Mary C. Donald Register.

Notarial Seal

Clara Gilbert
Notary Public Ashland County, Wis.
My Commission Expires January 9, 1949

V 156 Pg 317

X103468 Q. C. D.

Filed Dec. 14, 1939 at 3:01 P. M.
Ralph H. Wiezorek, Reg. of Deeds

THIS INDENTURE, made by J. D. TWOMEY and HELEN M. TWOMEY, his wife, grantors, of St. Louis County, Minnesota, hereby quitclaim to WISCONSIN REALTY COMPANY, a Wisconsin corporation, grantee, of Milwaukee County, Wisconsin, for the sum of Five Dollars ($5.00) the following tract of land in Ashland County, State of Wisconsin:

Northwest quarter (NW¼) of the Northwest quarter (NW¼) of Section Three (3) - - - -

Township Forty-four (44) North, of Range Four (4) West - - - -

IN WITNESS WHEREOF, the said grantors have hereunto set their hands and seals this 4th day of March, A. D., 1939.

Signed and sealed in presence of:

H. E. Kiefer — J. D. Twomey (SEAL)

Marion R. Twomey — Helen M. Twomey (SEAL)

STATE OF MINNESOTA,)
(SS.
Itasca County.)

Personally came before me, this 10th day of March, A. D., 1939, the above named J. D. Twomey and Helen M. Twomey to me known to be the persons who executed the foregoing instrument and acknowledged the same.

H. E. Kiefer
Notary Public, Itasca County, Minn.
My commission expires Sept. 17, A. D., 1943 - - -

(NOTARIAL SEAL)

X103469 Q. C. D.

Filed Dec. 21, 1939 at 4:15 P. M.
R. H. Wiezorek, Register.
Per J. T. Deputy.

THIS INDENTURE, Made this sixth day of December, A. D. 1939, between John Schroeder Lumber Company, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Milwaukee, Wisconsin, party of the first part, and COUNTY OF ASHLAND, State of Wisconsin, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the Indenture executed and delivered to it by the party of the second part, dated the 6th day of December, 1939, and pursuant to the terms thereof, and in part payment of the property described by the Indenture executed by the party of the second part, the receipt of which Indenture is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released and quitclaimed and by these presents does give, grant, bargain, sell, remise, release and quitclaim unto the said party of the second part, and to its successors and assigns forever, the following described real estate, situated in the County of Ashland, State of Wisconsin, to wit:

All of Blocks numbered Nineteen (19), Twenty (20), Twenty-one (21), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), and Twenty-eight (28);

Also Lots numbered One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), in Block numbered twenty-two (22);

Also Lots numbered one (1), Two (2), Three (3), Four (4), Five (5), and Six (6), in Block numbered Twenty-seven (27);

Also Lot numbered Eight (8), in Block numbered Thirty-one (31);

Also that part of Lots numbered One (1), Two (2), Three (3), Four (4) and Five (5), North of the Railroad right-of-way in Block numbered Thirty-two (32);

Also Lots numbered Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen

(17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23) and Twenty-four (24), in Block numbered Thirty-two (32);

Also that part of Lots numbered seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), and Twenty-four (24), North of the Railroad right-of-way in Block numbered Thirty-three (33);

Also Lots numbered One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23) and Twenty-four (24), In Block numbered Thirty-six (36);

All of the foregoing described real estate being located in Ellis Division, in the City of Ashland, in said County and State.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, either in possession or expectancy of, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever, excepting, however, all of the building, improvements, machinery, equipment and tools, and all other property in and about the foregoing described real estate, except the docks, piling and sub-surface material located thereon, together with the right and privilege to use and occupy the said real estate, all as set forth in said Indenture of the party of the second part.

IN WITNESS WHEREOF, the said John Schroeder Lumber Company, party of the first part, has caused these presents to be signed by C. F. Harmon, its President, and countersigned by M. B. Marsh, its Secretary, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed, this sixth day of December, A. D. 1939.

Signed and sealed in presence of

Wm. W. Wuesthoff.

A. A. Clark.

(Corporateseal)

John Schroeder Lumber Company

By C. F. Harmon, President.

Countersigned: M. B. Marsh, Secretary.

State of Wisconsin,

ss.

Milwaukee County. Personally came before me, this sixth day of December, A. D. 1939, C. F. Harmon. President, and M. B. Marsh, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Wm. W. Wuesthoff, Notary Public, Milwaukee County, Wisconsin.

(Notarial seal)

My commission expires March 8, 1942.

acknowledged that he executed the same as his free act and deed as such Trustee.

Mae E. Burgess, Notary Public,
Cook County, Illinois.
(Notarial seal) My commission expires: Feb. 17, 1943.

#)#

X108847 Q.C.D. Filed Sept. 26, 1941 at 1:55 P. M.
Ralph H. Wiezorek, Register

Edwin H. Quistorff, county clerk, in the name of Ashland County, Wisconsin, hereby quitclaims to the Wisconsin Central Railway Company, a railroad corporation, organized under the laws of the State of Wisconsin, grantee, for the sum of One Dollar and other valuable considerations, the following described real estate, to-wit:

1. All those parts of lots one (1) and Two (2) in Block nineteen (19), in Ellis Division in the city of Ashland, according to the plat thereof on file and of record in the office of the register of deeds in and for Ashland County, Wisconsin, which lie easterly of a line running parallel with and eight and one-half (8½) feet distant westerly (measured at right angles) from the center line of the Wisconsin Central Railway Company's spur track #203 as now located, maintained and operated over and across said Ellis Division.

2. All those parts of lots four (4), and Five (5), Six (6) and Thirteen (13) to Twenty (20) inclusive, in block thirty-six (36), in said Ellis Division, which are included between a line running parallel with and eight and one-half (8½) feet distant Westerly (measured at right angles) from the center line of said spur tract #203 and a line running parallel with and eight and one-half (8½) feet distant Easterly (measured at right angles) from the center line of the Wisconsin Central Railway Company's spur tract #204 as now located, maintained and operated over and across said block 36.

3. All those parts of lots one (1) to twelve (12) inclusive, in said block 36, which are included within two lines running parallel with and respectively fifty (50) feet distant northwesterly and twenty-five (25) feet distant southeasterly (measured at right angles) from the center line of the Wisconsin Central Railway Company's spur tract #202 (commonly known as Bay City Spur) as now located, maintained and operated over and across said Ellis Division.

4. A strip of land eighty-three (83) feet in width comprising all those parts of lots one (1), Two (2), and Three (3), in block twenty-one (21) in said Ellis Division, which are included within two lines running parallel with and respectively fifty (50) feet distant northwesterly and thirty-three (33) feet distant southeasterly (measured at right angles) from the center line of said Bay City Spur.

5. All those parts of lots one (1), and Two (2), in block twenty-two (22), and of lot one (1), in Block twenty-three (23), and of lot one (1), in block twenty-four (24), all in said Ellis Division, which lie Southeasterly of a line running parallel with and fifty (50) feet distant northwesterly (measured at right angles) from the center line of said Bay City Spur.

6. All those parts of lots one (1) to six (6), inclusive, in block twenty-five (25), and of lots twenty (20), twenty-one (21) and twenty-two (22), in block thirty-three (33), all in said Ellis Division, which are included within two lines running parallel with and respectively eight and one half (8½) feet distant easterly and eight and one-half (8½) feet distant westerly (measured at right angles) from the center line of the Wisconsin Central Railway Company's spur tract #209 as now located, maintained and operated over and across said Ellis Division.

7. All that part of lot one (1), in block twenty-eight (28), in said Ellis Division, which lies southerly of the following described line; beginning at the point of intersection

of the northeasterly line of Seventh Avenue East, as now laid out and established in said City, with a line running parallel with and fifty (50) feet distant northwesterly (measured at right angles) from the center line of said Bay City Spur; thence southwesterly along the last mentioned parallel line and a line running parallel with and fifty (50) feet distant northwesterly (measured at right angles) from the center line of the Wisconsin Central Railway Company's spur tract #200 (commonly known as Commercial Dock Track) as now located, maintained and operated over and across said Ellis Division, to a point where a curve to the right with a radius of five hundred seventy-three and six hundred eighty-six thousandths (573.686) feet will begin in order to be tangent to a northwesterly extension of the southwesterly line of block twenty-nine (29), in said Ellis Division, thence southwesterly, westerly and northwesterly along said above mentioned curved line (hereinafter called "Northwesterly boundary line") to a point of intersection with the southwesterly line of said block 28.

8. All those parts of lots seventeen (17), to Twenty-four (24), inclusive, in block thirty-three (33), in said Ellis Division, which lie northwesterly of a line running papallel with and fifty (50) feet distant southeasterly (measured at right angles) from the center line of said Commercial Dock Track and southeasterly of said northwesterly boundary line.

9. All those parts of lots one (1) to Five (5) inclusive in block thirty-two (32), in said Ellis Division, which lie Northwesterly of a line running parallel with and fifty (50) feet distant southeasterly (measured at right angles), from said Commercial Dock Track.

10. All of lots Nineteen (19) to twenty-four (24), inclusive, and those parts of lots thirteen (13) to eighteen (18), inclusive, in said block thirty-two (32), which lie southerly of said northwesterly boundary line.

11. Lot eight (8), Fifield Place, according to the plat thereof on file and of record in the office of said Register of Deeds, formerly a part of block thirty-one (31) of said Ellis Division; also what was formerly the northwesterly one hundred (100) feet of lot eight (8) in said block 31, now a part of said Fifield Place.

The foregoing descriptions constitute the Wisconsin Central Railway Company's right of ways at the former John Schroeder Lumber Company site at Ashland, Wisconsin.

By resolution of the county board, passed August 12, 1941.

WITNESS its hand and seal of said Grantor, this 12th day of August, 1941.

IN PRESENCE OF:

Margaret Lamoreux

Elaine Gesregen

(Ashland County Seal)

Edwin H. Quistorff (SEAL)

County Clerk of Ashland County, Wisconsin

STATE OF WISCONSIN)
ASHLAND COUNTY) ss.

Personally came before me, this 12th day of August, 1941, the above named Edwin H. Quistorff, to me known to be the county clerk of Ashland County, Wisconsin, who executed the foregoing instrument and acknowledged the same.

Clara Gilbert

(NOTARIAL SEAL)

Notary Public Ashland County, Wis.

My commission expires Jan. 14, 1945

X107961 Q. C. D.

#

Filed June 1, 1942 at 11:10 A.M.
R. H. Wiezorek
By: Mary C. Donald, Dep.

QUITCLAIM DEED

Edwin H. Quistorff, County Clerk in the name of Ashland County, Wisconsin, grantor of Ashland County, Wisconsin, hereby QUITCLAIMS to Wisconsin Central Railway Company, grantee of Hennepin County, Minnesota for the sum of One ($1.00) and other valuable consideration the following tracts of land in Ashland County, Wisconsin:

Property located in City of Ashland, Ashland County, Wisconsin.

All that part of Lot Fifteen (15), in Block Thirty-five (35), in Ellis Division in the City of Ashland, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Ashland County, Wisconsin, which lies Northerly of a line running parallel with and fifty (50) feet distant Southerly (measured at right angles) from the center line of the Wisconsin Central Railway Company's spur track #200 (commonly known as Commercial Dock Track) as now located, maintained and operated over and across said Ellis Division;

also all those parts of Lots Thirteen (13) to Sixteen (16) inclusive, in Block Thirty-eight (38), in said Ellis Division, which lie Southeasterly of a line running parallel with and twenty-five (25) feet distant Northwesterly (measured at right angles) from the center line of the Wisconsin Central Railway Company's spur track #202 (commonly known as Bay City Spur) as now located, maintained and operated over and across said Ellis Division;

also all that part of Lot Eighteen (18) in said Block Thirtyeight (38) which lies Southeasterly of a line running parallel with and thirty-three (33) feet distant Northwesterly (measured at right angles) from the center line of said Bay City Spur;

also all that part of the unplatted land, commonly known as Bay City Slip bounded on the Easterly side by Blocks Twelve (12), Thirteen (13) and Forty-four (44), Ellis Division; on the Westerly side by Blocks Fourteen (14), Thirty-nine (39) and Forty-three (43), Ellis Division; on the Southerly side by the Northerly line of St. Claire Street; and on the Northerly side by Chequamegon Bay, constituting a strip of land fifty (50) feet in width, being twenty-five (25) feet in width on the Northwesterly side and twenty-five (25) feet in width on the Southeasterly side (measured at right angles) from the center line of said Bay City Spur;

also all of Lot Twenty-three (23) in block One Hundred One (101), in said Ellis Division;

also all those parts of Lots Ten (10) and Eleven (11) in Block One Hundred Thirty (130) in said Ellis Division, which lie Northerly of a line running parallel with and fifty (50) feet distant Southerly (measured at right angles) from the center line of said Commercial Dock Track;

also all those parts of Lots Thirteen (13) to Nineteen (19) inclusive and of Lot Twenty-four (24) in said Block 130, which lie Southwesterly of a line running parallel with and fifty (50) feet distant Northeasterly (measured at right angles) from the center line of said Commercial Dock Track;

also all those parts of Lots Seven (7) to Nine (9) inclusive in said Block 130, which lie Southeasterly of the following described line; beginning at a point in the Southwesterly line of said Lot 7 which is fifteen (15) feet distant Southeasterly from the Northwesterly corner thereof; thence Northeasterly to a point in the Northwesterly line of said Lot 9 which is fifty (50) feet distant Southwesterly (measured at right angles) from the center line of said Commercial Dock Track;

also all those parts of Lots Eleven (11) and Twelve (12) in Block One Hundred Seventy-four (174), in said Ellis Division, which lie Easterly of a line running parallel with and fifty (50) feet distant Westerly (measured at right angles) from the center line of said Commercial Dock Track;

also all those parts of Lots Five (5) to Twelve (12) inclusive in Block One Hundred Eighty-four (184), in said Ellis Division, which lie Northerly of a line running parallel with and eighty (80) feet distant Southerly (measured at right angles) from the center line of the Wisconsin Central Railway Company's main line track as now located, maintained and operated over and across said Ellis Division;

also all those parts of Lots One (1) and Two (2), in Block Two Hundred Twenty-one (221), in said Ellis Division, which lie North-easterly of a line running parallel with and fifty (50) feet distant Southwesterly (measured at right angles) from said main track center line;

also all those parts of Lots Five (5), Six (6), Seven (7), and Eight (8), in said Block 221, which are included between a line running parallel with and fifty (50) feet distant Southwesterly (measured at right angles) from said main track center line and a line running parallel with and fifty (50) feet distant Northeasterly (measured at right angles) from the center line of the Wisconsin Central Railway Company's main ore line track #136 as now located, maintained and operated over and across said Ellis Division;

also all those parts of Lots Four (4), Five (5), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12) in Block Two Hundred Twenty-seven (227), in said Ellis Division, which lie Northeasterly of a line running parallel with and fifty (50) feet distant Southwesterly (measured at right angles) from said main track center line;

also all those parts of Lots Thirteen (13) to Twenty-four (24) inclusive, in said Block 227, which lie Southwesterly of a line running parallel with and fifty (50) feet distant Northeasterly(measured at right angles) from the center line of said main ore line track # 136;

also all those parts of Lots One (1) to Four (4) inclusive, in Block Two Hundred Sixty-seven (267), in said Ellis Division, which lie Northeasterly of a line running parallel with and fifty (50) feet distant Southwesterly (measured at right angles) from said main track center line;

also all those parts of Lots One (1) to Twelve (12) inclusive, in Block Two Hundred Seventy-one (271), in said Ellis Division, which lie Northeasterly of a line running parallel with and fifty (50) feet distant Southwesterly (measured at right angles) from said main track center line;

also all of Lots Fourteen (14), Fifteen (15) and Sixteen (16), in said Block 271;

also all those parts of Lots One (1) to Twelve (12) inclusive, in Block Three Hundred Twelve (312), in said Ellis Division, which lie Northeasterly of a line running parallel with and fifty (50) feet distant Southwesterly (measured at right angles) from said main track center line;

also all those parts of Lots One (1) to Five (5) inclusive, in Block Three Hundred Thirteen (313), in said Ellis Division, which lie Northeasterly of a line running parallel with and fifty (50) feet distant Southwesterly (measured at right angles) from said main track center line;

(Cont. on next Page)

also all that part of Lot Nine (9), Fifield Place, according to the plat thereof on file and of record in the office of said Register of Deeds, formerly a part of Block Thirty-one (31) of said Ellis Division, which lies Northerly of a line running parallel with and fifty (50) feet distant Southerly (measured at right angles) from the center line of said Commercial Dock Track; also all that part of said Lot 9 which is included within two lines running parallel with and respectively ten (10) feet distant Northwesterly and ten (10) feet distant Southeasterly (measured at right angles) from the center line of Wisconsin Central Railway Company's spur track #811 as now located, maintained and operated over and across said Lot 9.

By resolution of the County, passed May 5th, A.D., 1942 P.M., and recorded in volume 14 of Minutes, on page 291 and 292

WITNESS its hand and seal of said grantor this 16th day of May, 1942.

IN PRESENCE OF:

Clara Gilbert
Lucille Blaszkowski

(Ashland County Seal)

Edwin H. Quistorff
Edwin H. Quistorff
County Clerk of Ashland County, Wisconsin

STATE OF WISCONSIN }
ASHLAND COUNTY } ss.

Personally came before me this 16th day of May, 1942, the above named Edwin H. Quistorff to me known to be the County Clerk of Ashland County, Wisconsin, who executed the foregoing instrument and acknowledged the same.

(Notarial Seal)

Clara Gilbert
Notary Public
Ashland County, Wisconsin
My commission expires
January 14, 1945

#)

X108047 Q. C. D. Filed June 17, 1942 at 2:35 P. M.

Ralph H. Wiezorek, Register.

THIS INDENTURE, made this 16th day of June, 1942, between Judith O'Brien Corning and John C. I. Corning, her husband, and Dillon J. O'Brien, unmarried, of the county of Ramsey and state of Minnesota, parties of the first part, and Vincent R. O'Brien and Rachel Stringer, of the county of Ramsey, and state of Minnesota, parties of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of One dollar and other good and valuable consideration, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged do hereby grant, bargain, quitclaim, and convey unto the said parties of the second part, their heirs and assigns forever, all the tract or parcel of land lying and being in the County of Ashland, and state of Wisconsin, described as follows, to wit:

The southeasterly sixty (60) feet of Lot one (1) in Block Thirty-one (31), Village of La Pointe, according to the recorded plat thereof on file and of record in the office of the register of deeds in and for said county.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said parties of the second part, their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Number 1103612

ASHLAND COUNTY,
(BY ITS CLERK)
—TO—
Carl A. Larsen
& wife

QUIT CLAIM DEED.

REGISTER'S OFFICE,
Ashland County, Wisconsin.
Received for Record this 25th day of January A. D., 1940, at 2:06 o'clock, P. M.

Ralph H. Wiesner
Register.

Edwin H. Guistorff County Clerk, in the name of Ashland County, Wis., grantor of Ashland County, Wisconsin, hereby QUITCLAIMS to Carl A. Larsen and Louise P. Larsen, his wife, grantee s, of Ashland County, Wisconsin, for the sum of One dollar and other valuable considerations DOLLARS, the following tract s of land in Ashland County, Wisconsin:

	LOT	BLOCK
That portion of Lots One (1), Two (2), Three (3), Four (4) and Five (5), in Block Thirty-two (32), Ellis Division of the City of Ashland, which lies South of the Wisconsin Central Railway Company right of way.		

By resolution of the County Board, passed November 12 1939 A. D., 190 , P. M., and Recorded in Vol 13 of Minutes, on Page 496

~~The said~~ to assume ~~all current and delinquent taxes~~

WITNESS its hand and seal of said grantor this 25th day of January 190 1940

IN PRESENCE OF
Margaret Lamoreau
Clara Gilbert

Edwin H. Guistorff [SEAL]
County Clerk of Ashland County, Wisconsin.

Ashland County Seal

STATE OF WISCONSIN, } ss.
ASHLAND COUNTY.

Personally came before me this 25th day of January 1940 190 , the above named Edwin H. Guistorff to me known to be the County Clerk of Ashland County, Wisconsin, who executed the foregoing instrument and acknowledged the same.

Wisconsin Seal

Clara Gilbert
Notary Public, Ashland County, Wisconsin.

My commission expires January 19 19

Sold certificates

No. X 74877 Tax Deed Record, Vol. 91, Ashland County, Wisconsin.

The County of Ashland and State of Wisconsin
TO
John Schroeder Lbr Co.

TAX DEED.

Filed for Record the 19th day of December A. D. 1924 at 9 o'clock A. M.
W. H. Brownell Register of Deeds.

To All to Whom these Presents Shall Come—Greeting:

WHEREAS, John Schroeder Lbr. Co assignee of ____ have deposited in the Office of County Clerk, of the County of Ashland, in the State of Wisconsin, Certificate of H. D. Klein the County Treasurer of said County, whereby it appears (as the fact is) that the following described pieces or parcels of land lying and being situated in said County of Ashland and State of Wisconsin, to-wit:

	Lot	Block	Amount Sold for Dollars	Cents
City of Ashland, Ellis Division	3	22	19	55
City of Ashland, Ellis Division	5	22	19	55
City of Ashland Ellis Division	6	22	19	55
City of Ashland Ellis Division	3	27	19	55
City of Ashland Ellis Division	4	27	19	55
City of Ashland Ellis Division	5	27	19	55
City of Ashland Ellis Division	6	27	19	55
City of Ashland Ellis Division, Lots right of Way	17+18	33	2	35
Lot 3	Sec. 4 T 51	24	43	03
Lot 4	Sec. 4 T 51	24	26	98

WHEREAS FOR THE NON-PAYMENT OF TAXES, separately sold by H. D. Klein the said County Treasurer of said County, at Public Auction, at Ashland, in the County of Ashland, Wisconsin, on the Fourteenth day of June in the year of our Lord one thousand nine hundred and twenty one, to the said John Schroeder Lbr. Co. for the sum of Two Hundred Seven Dollars and Thirteen Cents in the whole, which sum was the amount of taxes assessed and due and unpaid on said tract or several tracts of land, together with the costs and charges of such sale, due therewith at the time of making such sale, the whole of which sum of money has been paid by the aforesaid purchaser or purchasers.

AND WHEREAS, It further appears (as the fact is) that the owner (or owners) or claimant (or claimants) of said land has (or have) not redeemed from said sale the land which was sold as aforesaid, and said land are now unredeemed from such sale, whereby said described land has become forfeited, and the said purchaser, his (her or their) heirs or assigns ____ is (or are) entitled to a conveyance thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the County of Ashland, in said State, and the State of Wisconsin, in consideration of the said money aforesaid, and the premises, and in conformity to law, have Given, and hereby do Give, Grant and Convey, the tract (or several tracts) of land above described, together with the hereditaments and appurtenances, to the said John Schroeder Lbr Co. and to his (her or their) heirs and assigns, to ____ their sole use and benefit, forever.

Ashland County Seal

IN TESTIMONY WHEREOF, I, E. H. Quistorff the County Clerk of the County of Ashland, have executed this Deed, pursuant to and in virtue of the authority in me vested by the Statutes of the State of Wisconsin, and for and on behalf of said State and the County of Ashland aforesaid, and have hereunto subscribed my name officially, and affixed the seal of the said County of Ashland, at Ashland, in said County of Ashland, this 18th day of December in the year of our Lord one thousand nine hundred and twenty four

DONE IN PRESENCE OF
W. H. Brown
W. H. Brownell

E. H. Quistorff (Seal)
County Clerk of Ashland County, Wisconsin.

STATE OF WISCONSIN } On this 18th day of December A. D. 1924, personally appeared before me
County of Ashland } E. H. Quistorff to me known to be the person who executed the foregoing deed of Conveyance and to be the County Clerk of Ashland County, in said State, and affixed the seal of the County of Ashland aforesaid thereto, and acknowledged that he affixed said seal to and executed said Deed as County Clerk in and for said County and State, for and in the name of the State of Wisconsin, and the County of Ashland aforesaid, and acknowledged that he so executed the same as the act and deed of the said State and County, for the uses and purposes in said Deed mentioned, and as by law required.

W. H. Brown Notary Public
Ashland County, Wisconsin
My commission expires Jan. 2nd 1927

Notarial Seal

The County of Ashland and State of Wisconsin
TO
John Schroeder Lbr Co.

TAX DEED.

Filed for Record the 17 day of June A. D. 1925 at 9:05 o'clock A. M.
W. C. Knowles Register of Deeds.

To All to Whom these Presents Shall Come—Greeting:

WHEREAS, John Schroeder Lumber Co. assignee of ——— has deposited in the Office of County Clerk, of the County of Ashland, in the State of Wisconsin, Thirteen Certificates of H. D. Klein the County Treasurer of said County, whereby it appears (as the fact is) that the following described pieces or parcels of land lying and being situated in the said County of Ashland, and State of Wisconsin, to-wit:

	Lot	Block	Amount Sold for Dollars	Cents
Lot 3, Sec. 4, Town 51-R. 2W.	—	—	63	10
Lot 4, Sec. 4, Town 51-R. 2W.	—	—	38	50
Lot 1, Sec 18, Town 52-R. 1W.	—	—	3	66
Lot 2, Sec. 18, Town 52-R. 1W.	—	—	7	02
South East 1/4 of South East 1/4 Section 18, Town 52-R. 1W.	—	—	4	36
City of Ashland, Ellis Division	3	22	19	34
City of Ashland, Ellis Division	5	22	19	34
City of Ashland, Ellis Division	[illegible]	22	19	34
City of Ashland, Ellis Division	3	27	19	34
City of Ashland, Ellis Division	4	27	19	34
City of Ashland, Ellis Division	5	27	19	34
City of Ashland, Ellis Division	6	27	19	34
City of Ashland, Ellis Division N. of Rt. of W. Less Right of Way L.	17 & 18	33	2	32

Were FOR THE NON-PAYMENT OF TAXES, separately sold by H. D. Klein the said County Treasurer of said County, at Public Auction, at Ashland, in the County of Ashland, Wisconsin, on the 13th day of June in the year of our Lord one thousand nine hundred and Twenty-Two, to the said John Schroeder Lumber Co. for the sum of Two Hundred Fifty-Four — Dollars and Thirty-Two Cents in the whole, which sum was the amount of taxes assessed and due and unpaid on said tract or several tracts of land, together with the costs and charges of such sale, due therewith at the time of making such sale, the whole of which sum of money has been paid by the aforesaid purchaser or purchasers.

AND WHEREAS, It further appears (as the fact is) that the owner (or owners) or claimant (or claimants) of said land, has (or have) not redeemed from said sale the lands which Were sold as aforesaid, and said lands — now unredeemed from such sale, whereby said described lands have become forfeited, and the said purchaser, his (her or their) heirs or assigns ——— is (or are) entitled to a conveyance thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the County of Ashland, in said State, and the State of Wisconsin, in consideration of the said money aforesaid, and the premises, and in conformity to law, have Given, and hereby do Give, Grant and Convey, the tract (or several tracts) of land above described, together with the hereditaments and appurtenances, to the said John Schroeder Lumber Co. and to his (her or their) heirs and assigns, to ——— their sole use and benefit, forever.

IN TESTIMONY WHEREOF, I, E. H. Guistoff the County Clerk of the County of Ashland, have executed this Deed, pursuant to and in virtue of the authority in me vested by the Statutes of the State of Wisconsin, and for and on behalf of said State and the County of Ashland aforesaid, and have hereunto subscribed my name officially, and affixed the seal of the said County of Ashland, at Ashland, in said County of Ashland, this 16th day of June in the year of our Lord one thousand nine hundred and Twenty-Two

Ashland Co. Deed

Done in Presence of
N. H. Brown.
Jas. Phillips

E. H. Guistoff
County Clerk of Ashland County, Wisconsin.

STATE OF WISCONSIN, } ss.
County of Ashland.

On this Sixteenth day of June A. D. 1925, personally appeared before me E. H. Guistoff to me known to be the person who executed the foregoing Deed of Conveyance and to be the County Clerk of Ashland County, in said State, and affixed the seal of the County of Ashland aforesaid thereto, and acknowledged that he affixed said seal to and executed said Deed as County Clerk in and for said County and State, for and in the name of the State of Wisconsin, and the County of Ashland aforesaid, and acknowledged that he so executed the same as the act and deed of the said State and County, for the uses and purposes in said Deed mentioned, and as by law required.

Notary Deed

N. H. Brown, Notary Public,
Ashland County, Wisconsin
My Commission expires [illegible] 1925

76 Pg ASHLAND COUNTY, TO John Schroeder Lumber Co.

Volume 135

NUMBER x 5 4 3 5

NUMBER x 5 4 6 2

To All to Whom These Presents Shall Come--Greeting:

Whereas, John Schroeder Lumber Company assignee of — — has deposited in the office of the County Clerk of the County of Ashland, in the State of Wisconsin, Eleven (11) Certificate of F. J. Klein the County Treasurer of said County, whereby it appears as the fact is that the following described piece — or parcel — of land, lying and being situated in the said County of Ashland, and State of Wisconsin, to-wit:

	LOT	BLOCK	AMOUNT DOLLARS	CENTS
Ellis Division City of Ashland	3	22	18	20
"	4	"	18	20
"	6	"	18	20
"	3	27	18	20
"	4	27	18	20
"	6	27	18	20
Less Right of Way Lands of Right-of-Way	6	27	2	[illegible]
Section 5-47-3 West			2	07
			7	41
54-55-			3	75

Whereas FOR THE NON-PAYMENT OF TAXES, separately sold by F. J. Klein the said County Treasurer of said County, at Public Auction, at Ashland, in the County of Ashland, Wisconsin, on the 10th day of June in the year of Our Lord one thousand nine hundred and twenty-three to the said John Schroeder Lumber Company, for the sum of One Hundred Forty-one — Dollars and Twenty Cents in the whole, which sum was the amount of taxes assessed and due and unpaid on said tract or several tracts of land, together with the costs and charges of such sale, due therewith at the time of making such sale, the whole of which sum of money has been paid by the aforesaid purchaser or purchasers;

And Whereas, It further appears (as the fact is) that the owner (or owners)or claimant (or claimants) of said land—, has (or have) not redeemed from said sale the lands which were sold as aforesaid, and said lands are now unredeemed from such sale, whereby said described lands have become forfeited, and the said purchaser his (her or their) heirs or assigns is (or are) entitled to a conveyance thereof.

Now, Therefore, Know All Men by These Presents, That the County of Ashland, in said State, and the State of Wisconsin, in consideration of the said money aforesaid, and the premises, and in conformity to law, HAVE GIVEN, AND HEREBY DO GIVE, GRANT AND CONVEY, the tract (or several tracts) of land above described, together with the hereditaments and appurtenances to the said John Schroeder Lumber Company and to his (or her or their) heirs and assigns to John Schroeder Lumber Company their sole use and benefit forever.

IN TESTIMONY WHEREOF, I Mary E. Farley Deputy County Clerk of the County of Ashland have executed this DEED, pursuant to and in virtue of the authority in me vested by the Statues of the State of Wisconsin, and for and on behalf of said State and the County of Ashland aforesaid, and have hereunto subscribed my name officially, and affixed the seal of the said County of Ashland, in said County of Ashland, this 10th day of June in the year of Our Lord one thousand nine hundred and Twenty-Seven

Ashland Co. Seal

Mary E. Farley [SEAL]
Deputy County Clerk of Ashland County, Wisconsin.

DONE IN PRESENCE OF
James Fee Colby
Clara Gilbert

STATE OF WISCONSIN, COUNTY OF ASHLAND, ss. On this 10th day of June A. D. 1927, personally appeared before me Mary E. Farley to me known to be the person who executed the foregoing DEED OF CONVEYANCE and to be the Deputy Clerk of Ashland County, in said State, and affixed the seal of the County of Ashland aforesaid thereto, and acknowledged that he affixed said seal to and executed said Deed as Deputy Clerk in and for said County and State, for and in the name of the State of Wisconsin, and the County of Ashland aforesaid, and acknowledged that he so executed the same as the act and deed of the said State and County, for the uses and purposes in said deed mentioned, and as by law required.

James Fee Colby
County Judge, Ashland County, Wisconsin
My Commission Expires 19

Received for Record this 10th day of June A. D. 1927 at 3:30 o'clock P. M.
F. E. Lamoreaux
Register.

Ashland County Seal

Sold Certificates

ASHLAND COUNTY, TO John Schroeder Lumber Co. Pg 77 V 135

NUMBER

X

To All to Whom These Presents Shall Come--Greeting:

Whereas, John Schroeder Lumber Company assignee of ——— for ... deposited in the office of the County Clerk of the County of Ashland, in the State of Wisconsin, Certificate of E. J. Kline the County Treasurer of said County, whereby it appears as the fact is that the following described parcel or parcels of land, lying and being situated in the said County of Ashland, and State of Wisconsin, to-wit:

	LOT	BLOCK	Amount Sold for Dollars	Cents
Ellis Division City of Ashland	3	22	15	27
	5		15	27
	6		15	27
	3	27	15	27
	4		15	27
	5		15	27
	6		15	27
Lots 3 and 5 on Rightway Map	15	32	1	23
Lot		See 5-1-22-2nd	2	57
			4	27
22-27			3	[illegible]

Was FOR THE NON-PAYMENT OF TAXES, separately sold by E. J. Kline the said County Treasurer of said County, at Public Auction, at Ashland, in the County of Ashland, Wisconsin, on the 19th day of June in the year of Our Lord one thousand nine hundred and twenty-four, to the said John Schroeder Lumber Company, for the sum of One Hundred Thirty-Eight Dollars and Twenty-Six Cents in the whole, which sum was the amount of taxes assessed and due and unpaid on said tract or several tracts of land, together with the costs and charges of such sale, due therewith at the time of making such sale, the whole of which sum of money has been paid by the aforesaid purchaser or purchasers;

And Whereas, It further appears (as the fact is) that the owner (or owners) or claimant (or claimants) of said land, has (or have) not redeemed from said sale the lands which were sold as aforesaid, and said lands are now unredeemed from such sale, whereby said described land has become forfeited, and the said purchaser his (her or their) heirs or assigns is (or are) entitled to a conveyance thereof.

Now, Therefore, Know All Men by These Presents, That the County of Ashland, in said State, and the State of Wisconsin, in consideration of the said money aforesaid, and the premises, and in conformity to law, HAVE GIVEN, AND HEREBY DO GIVE, GRANT AND CONVEY, the tract (or several tracts) of land above described, together with the hereditaments and appurtenances to the said John Schroeder Lumber Company, and to his (or her or their) heirs and assigns to their sole use and benefit forever.

IN TESTIMONY WHEREOF, I, Harry E. Farley County Clerk of the County of Ashland have executed this DEED, pursuant to and in virtue of the authority in me vested by the Statues of the State of Wisconsin, and for and on behalf of said State and the County of Ashland aforesaid, and have hereunto subscribed my name officially, and affixed the seal of the said County of Ashland, in said County of Ashland, this 16th day of June in the year of Our Lord one thousand nine hundred and twenty-seven

Harry E. Farley [SEAL]
County Clerk of Ashland County, Wisconsin.

DONE IN PRESENCE OF
Fremont Fa[illegible]
Clara Gilbert

STATE OF WISCONSIN,
COUNTY OF ASHLAND

On this 16th day of June A. D. 1927, personally appeared before me Harry E. Farley to me known to be the person who executed the foregoing DEED OF CONVEYANCE and to be the County Clerk of Ashland County, in said State, and affixed the seal of the County of Ashland aforesaid thereto, and acknowledged that he affixed said seal to and executed said Deed as County Clerk in and for said County and State, for and in the name of the State of Wisconsin, and the County of Ashland aforesaid, and acknowledged that he so executed the same as the act and deed of the said State and County, for the uses and purposes in said deed mentioned, and as by law required.

Fremont Fa[illegible] County Judge
Ashland County, Wisconsin
My Commission Expires ——— 19

Received for Record this ... day of June A. D. 1927 at 3 o'clock M.
Register.

110 Pg
V 135

ASHLAND COUNTY, TO John Schroeder Lbr. Co.

NUMBER

x 81766

To All to Whom These Presents Shall Come--Greeting:

Whereas, John Schroeder Lumber Company assignee of ha deposited in the office of the County Clerk of the County of Ashland, in the State of Wisconsin, Six (6) Certificates of H. D. Klein the County Treasurer of said County, whereby it appears as the fact is that the following described pieces or parcels of land, lying and being situated in the said County of Ashland, and State of Wisconsin, to-wit:

	LOT	BLOCK	AMOUNT SOLD FOR DOLLARS	CENTS
City of Ashland, Ellis Division	3	22	14	33
City of Ashland, Ellis Division	5	22	14	33
City of Ashland, Ellis Division	6	22	14	33
City of Ashland, Ellis Division	3-4	27	35	23
City of Ashland, Ellis Division	5-6	27	35	23
City of Ashland, Ellis Division, N. of Right of Way	17-18	33	2	33

Were FOR THE NON-PAYMENT OF TAXES, separately sold by H. D. Klein the said County Treasurer of said County, at Public Auction, at Ashland, in the County of Ashland, Wisconsin, on the 2 th day of June in the year of Our Lord one thousand nine hundred and Seventy-five, to the said John Schroeder Lumber Company, for the sum of One Hundred Thirty-Six Dollars and Seventy Eight Cents in the whole, which sum was the amount of taxes assessed and due and unpaid on said tract or several tracts of land, together with the costs and charges of such sale, due therewith at the time of making such sale, the whole of which sum of money has been paid by the aforesaid purchaser or purchasers;

And Whereas, It further appears (as the fact is) that the owner (or owners) or claimant (or claimants) of said land has (or have) not redeemed from said sale the lands which were sold as aforesaid, and said lands are now unredeemed from said sale, whereby said described lands have become forfeited, and the said purchaser ~~his thee~~ or their) heirs or assigns entitled to a conveyance thereof.

Now, Therefore, Know All Men by These Presents, That the County of Ashland, in said State, and the State of Wisconsin, in consideration of the said money aforesaid, and the premises, and in conformity to law, HAVE GIVEN, AND HEREBY DO GIVE, GRANT AND CONVEY, the tract (or several tracts) of land above described, together with the hereditaments and appurtenances to the said John Schroeder Lumber Company and to ~~his or her~~ or their) heirs and assigns to their sole use and benefit forever.

IN TESTIMONY WHEREOF, I E. H. Kinsley the County Clerk of the County of Ashland have executed this DEED, pursuant to and in virtue of the authority in me vested by the Statues of the State of Wisconsin, and for and on behalf of said State and the County of Ashland aforesaid, and have hereunto subscribed my name officially, and affixed the seal of the said County of Ashland, in said County of Ashland, this 2 th day of June in the year of Our Lord one thousand nine hundred and Seventy Eight

Ashland Co. Seal

E. H. Kinsley [SEAL.]
County Clerk of Ashland County, Wisconsin.

DONE IN PRESENCE OF
Marie E. Farley
Clara Gilbert

STATE OF WISCONSIN, COUNTY OF ASHLAND. On this 2 th day of June A. D. 19 25, personally appeared before me E. H. Kinsley to me known to be the person who executed the foregoing DEED OF CONVEYANCE and to be the County Clerk of Ashland County, in said State, and affixed the seal of the County of Ashland aforesaid thereto, and acknowledged that he affixed said seal to and executed said Deed as County Clerk in and for said County and State, for and in the name of the State of Wisconsin, and the County of Ashland aforesaid, and acknowledged that he so executed the same as the act and deed of the said State and County, for the uses and purposes in said deed mentioned, and as by law required.

Received for Record this 2 day of June A. D. 19 25 at 7 o'clock P. M.
W. S. Kinsley
Register.

Marie E. Farley Notary Public
Ashland County Wisconsin
My Commission Expires August 2 1925

224 Pg ASHLAND COUNTY, TO Ashland County Volume 135

NUMBER X87955

NUMBER X87959

To All to Whom These Presents Shall Come--Greeting:

Whereas, Ashland County assignee of has deposited in the office of the County Clerk of the County of Ashland, in the State of Wisconsin, twelve (12) Certificates of H. D. Klein the County Treasurer of said County, whereby it appears as the fact is that the following described pieces or parcels of land, lying and being situated in the said County of Ashland, and State of Wisconsin, to-wit:

	Lot	Block	Amount Sold for Dollars	Cents
City of Ashland, Ellis Division	14 to 19	307	10	99
City of Ashland, Ellis Division	1-2	308	7	22
City of Ashland, Ellis Division	1 to 6	311	2	23
City of Ashland, Ellis Division	13 to 24	345	10	99
City of Ashland, Ellis Division	1-2-3-4-5	346	5	25
City of Ashland, Ellis Division	7 to 12	346	6	65
City of Ashland, Ellis Division	1-2-3-4-5	348	3	55
City of Ashland, Ellis Division	1-2-3-4	353	2	99
City of Ashland, Ellis Division	7 to 12	353	4	55
City of Ashland, Ellis Division	1 to 8	375	4	75
City of Ashland, Ellis Division	1 to 12	379	6	55
City of Ashland, Ellis Division Fifield Place, Sub-division	9	-	10	99

(73)

Was FOR THE NON-PAYMENT OF TAXES, separately sold by H. D. Klein the said County Treasurer of said County, at Public Auction, at Ashland, in the County of Ashland, Wisconsin, on the 14th day of June in the year of Our Lord one thousand nine hundred and Twenty seven, to the said Ashland County, for the sum of Seventy four Dollars and seventy six Cents in the whole, which sum was the amount of taxes assessed and due and unpaid on said tract or several tracts of land, together with the costs and charges of such sale, due therewith at the time of making such sale, the whole of which sum of money has been paid by the aforesaid purchaser or purchasers;

And Whereas, It further appears (as the fact is) that the owner (or owners) or claimant (or claimants) of said land s, has (or have) not redeemed from said sale the land s which were sold as aforesaid, and said land s are now unredeemed from such sale, whereby said described land s have become forfeited, and the said purchaser its successors ~~his (her or their) heirs~~ or assigns is (or are) entitled to a conveyance thereof.

Now, Therefore, Know All Men by These Presents, That the County of Ashland, in said State, and the State of Wisconsin, in consideration of the said money aforesaid, and the premises, and in conformity to law, HAVE GIVEN, AND HEREBY DO GIVE, GRANT AND CONVEY, the tract (or several tracts) of land above described, together with the hereditaments and appurtenances to the said Ashland County its successors and to ~~his (or her or their) heirs~~ and assigns to its or their sole use and benefit forever.

IN TESTIMONY WHEREOF, I E. H. Quistorff the County Clerk of the County of Ashland have executed this DEED, pursuant to and in virtue of the authority in me vested by the Statues of the State of Wisconsin, and for and on behalf of said State and the County of Ashland aforesaid, and have hereunto subscribed my name officially, and affixed the seal of the said County of Ashland, in said County of Ashland, this 23rd day of January in the year of Our Lord one thousand nine hundred and thirty two

E. H. Quistorff [SEAL.]

DONE IN PRESENCE OF

Margaret Duncan (Ashland Co Seal) County Clerk of Ashland County, Wisconsin.

Allan F. Stadler

STATE OF WISCONSIN, COUNTY OF ASHLAND. ss. On this 23rd day of January A. D. 19 32, personally appeared before me E. H. Quistorff to me known to be the person who executed the foregoing DEED OF CONVEYANCE and to be the County Clerk of Ashland County, in said State, and affixed the seal of the County of Ashland aforesaid thereto, and acknowledged that he affixed said seal to and executed said Deed as County Clerk in and for said County and State, for and in the name of the State of Wisconsin, and the County of Ashland aforesaid, and acknowledged that he so executed the same as the act and deed of the said State and County, for the uses and purposes in said deed mentioned, and as by law required.

Received for Record this 23rd day of Jan A. D. 19 32, at 10:35 o'clock A M.

W. C. Knowles, Register.

Notarial Seal

A. L. Biglow Notary Publd
Ashland County Wisconsin
My Commission Expires July 28 1935

NUMBER X107607

ASHLAND COUNTY, (BY ITS CLERK) -TO- The City of Ashland

QUIT CLAIM DEED.

Edwin H. Quistorff, County Clerk, in the name of Ashland County,

Wis., grantor of Ashland County, Wisconsin, hereby QUITCLAIMS to The City of Ashland, a municipality

grantee of Ashland County, Wisconsin for the sum of

One ($1.00) and other valuable consideration DOLLARS,

the following tract of land in Ashland County, Wisconsin:

			LOT	BLOCK
City of Ashland	Ellis Division			25
City of Ashland	Ellis Division			26
City of Ashland	Ellis Division	Lots 1 to 6 inclusive		27
City of Ashland	Ellis Division			28
City of Ashland	Ellis Division & Fifield Place & Frontage		8	31
City of Ashland	Ellis Division less r/w Lots 1 to 5 inclusive			32
City of Ashland	Ellis Division (Saw Mill Plant) Lots 13 to 24 inclusive			32
City of Ashland	Ellis Division (North of r/w Lots 17 to 24 inclusive			33
City of Ashland	Ellis Division less r/w Lots 1 to 24 inclusive			36
City of Ashland	Ellis Division			19
City of Ashland	Ellis Division			20
City of Ashland	Ellis Division			21
City of Ashland	Ellis Division	Lots 1 to 6 inclusive		22
City of Ashland	Ellis Division			23
City of Ashland	Ellis Division			24

The above descriptions are less right-of-ways held by the Wisconsin Central Railway Company, which are more specifically set forth in a quit-claim deed executed by Ashland County to the Wisconsin Central Railway Company, recorded in Vol. ___ Page ___ Ashland County Records.

Revenue Stamps to the amount of $4.95 on this instrument cancelled.

By resolution of the County Board, passed February 4, 1942 A.M.

and Recorded in Vol. 14 of Minutes, on Page 268.

The said City of Ashland to assume all current and delinquent taxes.

WITNESS its hand and seal of said grantor this 12th day of March 1942.

IN PRESENCE OF

E. B. Johnson

Lucille Blaszkowski

ASHLAND COUNTY SEAL

Edwin H. Quistorff [SEAL]
County Clerk of Ashland County, Wisconsin.

STATE OF WISCONSIN, ASHLAND COUNTY, } ss.

Personally came before me this 12th day of March, 1942

the above named Edwin H. Quistorff to me known to be the County Clerk of Ashland County, Wisconsin, who executed the foregoing instrument and acknowledged the same.

REGISTER'S OFFICE, Ashland County, Wisconsin.

Received for Record this 13th day of March A. D., 1942, at 10:36 o'clock, A. M.

Ralph H. Wiezorek Register

Notarial Seal

Clara Gilbert
Notary Public, Ashland County, Wisconsin.

My Commission expires January 14, 1945

NUMBER

109138

ASHLAND COUNTY,
(BY ITS CLERK)
-TO-
Lake Superior District
Power Co.

QUIT CLAIM DEED.

Edwin H. Quistorff, County Clerk, in the name of Ashland County, Wis., grantor of Ashland County, Wisconsin, hereby QUITCLAIMS to Lake Superior District Power Company, grantee, of Ashland County, Wisconsin, for the sum of Twenty-five and no/100 . . . . . ($25.00) DOLLARS, the following tract S of land in Ashland County, Wisconsin:

	LOT	BLOCK
City of Ashland, Ellis Division	3	33
City of Ashland, Ellis Division Southerly part of	4	33

By resolution of the County Board, passed November 15, 1933, ~~A. D., 194~~ P. M., and Recorded in Vol. 12 of Minutes, on Page 219

The said Lake Superior District Power Company, to assume all current and delinquent taxes beginning with the tax of 1939.

WITNESS its hand and seal of said grantor this Fourth day of May 1939 ~~--194--~~

IN PRESENCE OF

Clara Bilbert.

Margaret Lanoreux.

ASHLAND COUNTY SEAL

Edwin H. Quistorff, (SEAL)
County Clerk of Ashland County, Wisconsin.

STATE OF WISCONSIN, ASHLAND COUNTY. } ss.

Personally came before me this Fourth day of May 1939 ~~194--~~ the above named Edwin H. Quistofff, to me known to be the County Clerk of Ashland County, Wisconsin, who executed the foregoing instrument and acknowledged the same.

Notarial Seal.

Clara Gilbert,
Notary Public, Ashland County, Wisconsin.
My Commission expires Jan. 19, 1941

REGISTER'S OFFICE,
Ashland County, Wisconsin.
Received for Record this 22nd. day of January, A. D., 1943, at 11:20 o'clock, A. M.
Ralph H. Wiezorek, Register

NUMBER

x 116513

ASHLAND COUNTY,
(BY ITS CLERK)
-TO-
George Hogaj

QUIT CLAIM DEED.

Edwin H. Quistorff, County Clerk, in the name of Ashland County, Wis., grantor of Ashland County, Wisconsin, hereby QUITCLAIMS to George Hogaj, grantee, of Ashland, Ashland County, Wisconsin, for the sum of Forty Five & NO/100- ($45.00) DOLLARS, the following tract s of land in Ashland County, Wisconsin:

	LOT	BLOCK
City of Ashland,		
Ellis Division, North One Half of	4	33
Ellis Division,	5	33

By resolution of the County Board, passed February 29th. A. D., 1940, A. M., and Recorded in Vol. 13 of Minutes, on Page 529.

The said George Hogaj to assume all current and delinquent taxes., beginning with the 1946 taxes.

WITNESS its hand and seal of said grantor this 18th day of January 1946

IN PRESENCE OF
Clara Gilbert
Clara Gilbert
Judith Schaetzle
Judith Schaetzle

ASHLAND COUNTY SEAL

Edwin H. Quistorff [SEAL]
County Clerk of Ashland County, Wisconsin.
Edwin H. Quistorff

STATE OF WISCONSIN, } ss.
ASHLAND COUNTY.

Personally came before me this 18th day of January, 1946 the above named Edwin H. Quistorff to me known to be the County Clerk of Ashland County, Wisconsin, who executed the foregoing instrument and acknowledged the same.

REGISTER'S OFFICE,
Ashland County, Wisconsin.
Received for Record this 19 day of Jan. A. D., 1946, at 9:40 o'clock, A.M.
Mary C. Donald Register.

Notarial Seal

Clara Gilbert
Notary Public, Ashland County, Wisconsin.
Clara Gilbert
My Commission expires January 9, 1949

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 3 — 196

QUIT CLAIM DEED

THIS SPACE RESERVED FOR RECORDING DATA

X215777

REGISTER OF DEEDS OFFICE
ASHLAND COUNTY, WIS.
Received for Record
at 11:00 o'clock A M. duly recorded in
Vol. 397 of Records on Page 596
APR 18 1986
Wendell C. Fiske
REGISTER OF DEEDS

RETURN TO

County of Ashland, State of Wisconsin, grantor,

quit-claims to City of Ashland, a municipal corporation in the State of Wisconsin, grantee,

the following described real estate in Ashland County, State of Wisconsin:

Lot 9, Fifield Place Subdivision, City of Ashland, Ashland County, Wisconsin.

Tax Parcel No: .....

fee exempt
#77.25 (2)

This is not (is) (is not) homestead property.

Dated this 15th day of April, 19 86

COUNTY OF ASHLAND

.....(SEAL) By Elaine A. Stibbe (SEAL)

Elaine A. Stibbe, County Clerk

.....(SEAL) Thomas J. Kieweg (SEAL)

Thomas J. Kieweg, County Board Chairman

AUTHENTICATION

Signature(s) .....

authenticated this .....day of....., 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, ... authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Scott W. Clark
Attorney at Law
Ashland, Wisconsin

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

WILLIAM K. METZINGER NOTARY PUBLIC STATE OF WISCONSIN

ACKNOWLEDGMENT

STATE OF WISCONSIN
Ashland County. } ss.

Personally came before me this 15th day of April, 19 86 the above named Elaine A. Stibbe, County Clerk of the County of Ashland, to me known to be the person who executed the foregoing instrument, and to me known to be such County Clerk of said county, and acknowledged that she executed the foregoing instrument as such officer as the deed of said county by its authority.

William K. Metzinger
WILLIAM K. METZINGER
Notary Public Ashland County, Wis.
My Commission is permanent. (If not, state expiration date: MAY 29th, 19 88)

VOL. 397 PG. 596

V 0629 P 898

Document Number

QUIT CLAIM DEED

DOCUMENT NO 303823

Received for Record
at 01:30 PM duly recorded in
Vol. 629 on Page 898
of Records
September 18 2006

KAREN M. MILLER
REGISTER OF DEEDS
ASHLAND COUNTY, WI

Recording Area

Name and Return Address
Joseph and Joyce Kabasa
215 N. Prentice Avenue
Ashland, Wisconsin 54806

Patricia Somppi, County Clerk, in the name of Ashland County, Wisconsin, for the sum of $ 152.70
Quit Claims to:
Joseph F. Kabasa and Joyce D. Kabasa, Husband and Wife, as survivorship martial property

The following described real estate in Ashland County, State of Wisconsin:

Lots Thirteen (13) Thru Sixteen (16) North of Railroad Right-of-Way, Block Thirty-Three (33), Ellis Division, City of Ashland

Exempt from Transfer Return and Fee per S. 77.25 (2)

201-1024-0000
Parcel Identification Number (PIN)

Reservation of Mineral Rights to Ashland County, except sand and gravel rights, said reservation being set forth in Volume 16 Page 189 and amended in Volume 21 Page 340, both in the Minutes of the Ashland County Board of Supervisors.

Reservation of all of the existing roadways and so much as is required to complement existing roadways so that roadways will be four (4) rods in width, said easement being set forth in Volume 16 of the Minutes of the Board of Supervisors, Page 532.

By resolution of the County Board, passed April 21, 1964 and recorded in Vol. 17 of Minutes, on page 301.
The said Grantee to assume all current and delinquent taxes. Beginning with the tax of 2007

WITNESS its hand and seal of said Grantor, this 18th day of September, 2006

Patricia Somppi

* Patricia Somppi, Ashland County County Clerk (SEAL)

Personally came before me on 18th day of September, 2006 the above-named Patricia Somppi , to me known to be the County Clerk of Ashland County, Wisconsin, who executed the foregoing instrument and acknowledged the same.

William K. Metzinger

William K. Metzinger
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: May 4 2008

WILLIAM K. METZINGER NOTARY PUBLIC STATE OF WISCONSIN

IIS INSTRUMENT DRAFTED BY: Patricia Somppi, County Clerk

United States
Environmental Protection
Agency

Region 5
77 West Jackson Blvd.
Chicago, Illinois 60604

Illinois, Indiana,
Michigan, Minnesota,
Ohio, Wisconsin

EPA

Environmental NEWS RELEASE

CONTACT: (EPA) Bri Bill, (312) 353-6646
(EPA) Mick Hans, (312) 353-5050
(WDNR) Jamie Dunn, (715) 635-4049

FOR IMMEDIATE RELEASE No. 02-OPA118

EPA NAMES ASHLAND/NORTHERN STATES POWER LAKEFRONT SITE TO NATIONAL PRIORITIES LIST

CHICAGO (Sept. 6, 2002) — U.S. Environmental Protection Agency has named the Ashland/Northern States Power site in Ashland, Wis., to the National Priorities List of Superfund hazardous waste sites.

Ashland/NSP was the only EPA Region 5 site among 19 named to the NPL nationally. Seven sites were proposed for the NPL, including one Region 5 site – Lammers Barrel Factory in Beavercreek, Ohio.

Currently, there are 1,238 final sites on the NPL and 62 proposed sites. A total of 818 NPL sites have reached construction completion status (the point at which only long-term site maintenance and monitoring remain to be completed).

Extensive Superfund information, including factsheets about the Ashland and

- more -

Lammers Barrel sites, is online at www.epa.gov/superfund. The complete NPL announcement appears in the Sept. 5, 2002, Federal Register.

About the Site

The Ashland/NSP site encompasses about 20 acres, including manufactured gas plant waste and potentially other waste from industries that operated in the area. The long-closed manufactured gas plant, which operated from about 1885 to 1947, was on Xcel Energy (formerly Northern States Power) property at 301 Lakeshore Drive East (U.S. Highway 2).

Waste from the plant was disposed of at the site and has migrated off-site. Contaminants have been found at the former plant site, in a nearby railroad corridor, a nearby city park and in the ground water beneath these properties. About 10 acres of sediment in adjacent Chequamegon Bay are also polluted. Portions of the bay have been closed to swimming and boating due to sediment contamination. The pollutants include coal tar, cinder ash, boiler slag, demolition debris and wood waste.

The site was proposed for addition to the NPL in December 2000, based on past investigations by Wisconsin Department of Natural Resources and Xcel Energy. A comprehensive site evaluation and engineering study, including cleanup options, will be developed in the near future. EPA and WDNR expect to determine a final site cleanup plan in late 2004.

# # #

FEDERAL REGISTER
Vol. 67, No. 172

Rules and Regulations

ENVIRONMENTAL PROTECTION AGENCY (EPA)

40 CFR Part 300

[FRL-7272-1]

National Priorities List for Uncontrolled Hazardous Waste Sites

67 FR 56757

DATE: Thursday, September 5, 2002

ACTION: Final rule.

---------- To view the next page, type .np* TRANSMIT.
To view a specific page, transmit p* and the page number, e.g. p*1
----------[*56757]

SUMMARY: The Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA" or "the Act"), as amended, requires that the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP") include a list of national priorities among the known releases or threatened releases of hazardous substances, pollutants, or contaminants throughout the United States. The National Priorities List ("NPL") constitutes this list. The NPL is intended primarily to guide the Environmental Protection Agency ("EPA" or "the Agency") in determining which sites warrant further investigation. These further investigations will allow EPA to assess the nature and extent of public health and environmental risks associated with the site and to determine what CERCLA-financed remedial action(s), if any, may be appropriate. This rule adds 19 new sites to the NPL; 18 to the General Superfund Section of the NPL and one to the Federal Facilities Section of the NPL.

EFFECTIVE DATE: The effective date for this amendment to the NCP shall be October 7, 2002.

ADDRESSES: For addresses for the Headquarters and Regional dockets, as well as further details on what these dockets contain, see section II, "Availability of Information to the Public" in the "Supplementary Information" portion of this preamble. [*56758]

FOR FURTHER INFORMATION CONTACT: Yolanda Singer, phone (703) 603-8835, State, Tribal and Site Identification Center; Office of Emergency and Remedial Response (mail code 5204G); U.S. Environmental Protection Agency; 1200 Pennsylvania Avenue, NW.; Washington, DC 20460; or the Superfund Hotline, phone (800) 424-9346 or (703) 412-9810 in the Washington, DC, metropolitan area.

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I. Background

A. What Are CERCLA and SARA?

In 1980, Congress enacted the Comprehensive Environmental Response, Compensation, and Liability Act, *42 U.S.C. 9601*-9675 ("CERCLA" or "the Act"), in response to the dangers of uncontrolled releases of hazardous substances. CERCLA was amended on October 17, 1986, by the Superfund Amendments and Reauthorization Act ("SARA"), Public Law 99-499, 100 Stat. 1613 et seq.

B. What Is the NCP?

To implement CERCLA, EPA promulgated the revised National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 CFR part 300, on July 16, 1982 *(47 FR 31180),* pursuant to CERCLA section 105 and Executive

Order 12316 *(46 FR 42237,* August 20, 1981). The NCP sets guidelines and procedures for responding to releases and threatened releases of hazardous substances, pollutants, or contaminants under CERCLA. EPA has revised the NCP on several occasions. The most recent comprehensive revision was on March 8, 1990 *(55 FR 8666).*

As required under section 105(a)(8)(A) of CERCLA, the NCP also includes "criteria for determining priorities among releases or threatened releases throughout the United States for the purpose of taking remedial action and, to the extent practicable, taking into account the potential urgency of such action for the purpose of taking removal action." ("Removal" actions are defined broadly and include a wide range of actions taken to study, clean up, prevent or otherwise address releases and threatened releases *42 U.S.C. 9601*(23).)

C. What Is the National Priorities List (NPL)?

The NPL is a list of national priorities among the known or threatened releases of hazardous substances, pollutants, or contaminants throughout the United States. The list, which is appendix B of the NCP (40 CFR part 300), was required under section 105(a)(8)(B) of CERCLA, as amended by SARA. Section 105(a)(8)(B) defines the NPL as a list of "releases" and the highest priority "facilities" and requires that the NPL be revised at least annually. The NPL is intended primarily to guide EPA in determining which sites warrant further investigation to assess the nature and extent of public health and environmental risks associated with a release of hazardous substances. The NPL is only of limited significance, however, as it does not assign liability to any party or to the owner of any specific property. Neither does placing a site on the NPL mean that any remedial or removal action necessarily need be taken.

For purposes of listing, the NPL includes two sections, one of sites that are generally evaluated and cleaned up by EPA (the "General Superfund Section"), and one of sites that are owned or operated by other Federal agencies (the "Federal Facilities Section"). With respect to sites in the Federal Facilities Section, these sites are generally being addressed by other Federal agencies. Under Executive Order 12580 *(52 FR 2923,* January 29, 1987) and CERCLA section 120, each Federal agency is responsible for carrying out most response actions at facilities under its own jurisdiction, custody, or control, although EPA is responsible for preparing an HRS score and determining whether the facility is placed on the NPL. EPA generally is not the lead agency at Federal Facilities Section sites, and its role at such sites is accordingly less extensive than at other sites.

D. How Are Sites Listed on the NPL?

There are three mechanisms for placing sites on the NPL for possible remedial action (see 40 CFR 300.425(c) of the NCP): (1) A site may be included on the NPL if it scores sufficiently high on the Hazard Ranking System ("HRS"), which EPA promulgated as appendix A of the NCP (40 CFR part 300). The HRS serves as a screening device to evaluate the relative potential of uncontrolled hazardous substances to pose a threat to human health or the environment. On December 14, 1990 *(55 FR 51532),* EPA promulgated revisions to the HRS partly in response to CERCLA section 105(c), [*56759] added by SARA. The revised HRS evaluates four pathways: Ground water, surface water, soil exposure, and air. As a matter of Agency policy, those sites that score 28.50 or greater on the HRS are eligible for the NPL; (2) Each State may designate a single site as its top priority to be listed on the NPL, regardless of the HRS score. This mechanism, provided by the NCP at 40 CFR 300.425(c)(2) requires that, to the extent practicable, the NPL include within the 100 highest priorities, one facility designated by each State representing the greatest danger to public health, welfare, or the environment among known facilities in the State (see *42 U.S.C. 9605*(a)(8)(B)); (3) The third mechanism for listing, included in the NCP at 40 CFR 300.425(c)(3), allows certain sites to be listed regardless of their HRS score, if all of the following conditions are met:

[sbull] The Agency for Toxic Substances and Disease Registry (ATSDR) of the U.S. Public Health Service has issued a health advisory that recommends dissociation of individuals from the release.

[sbull] EPA determines that the release poses a significant threat to public health.

[sbull] EPA anticipates that it will be more cost-effective to use its remedial authority than to use its removal authority to respond to the release.

EPA promulgated an original NPL of 406 sites on September 8, 1983 *(48 FR 40658).* The NPL has been expanded since then, most recently on September 13, 2001 *(66 FR 47583).*

E. What Happens to Sites on the NPL?

A site may undergo remedial action financed by the Trust Fund established under CERCLA (commonly referred to as the "Superfund") only after it is placed on the NPL, as provided in the NCP at 40 CFR 300.425(b)(1). ("Remedial actions" are those "consistent with permanent remedy, taken instead of or in addition to removal actions * * *." *42 U.S.C. 9601*(24).) However, under 40 CFR 300.425(b)(2) placing a site on the NPL "does not imply that monies will be expended." EPA may pursue other appropriate authorities to respond to the releases, including enforcement action under CERCLA and other laws.

F. How Are Site Boundaries Defined?

The NPL does not describe releases in precise geographical terms; it would be neither feasible nor consistent with the limited purpose of the NPL (to identify releases that are priorities for further evaluation), for it to do so.

Although a CERCLA "facility" is broadly defined to include any area where a hazardous substance release has "come to be located" (CERCLA section 101(9)), the listing process itself is not intended to define or reflect the boundaries of such facilities or releases. Of course, HRS data (if the HRS is used to list a site) upon which the NPL placement was based will, to some extent, describe the release(s) at issue. That is, the NPL site would include all releases evaluated as part of that HRS analysis.

When a site is listed, the approach generally used to describe the relevant release(s) is to delineate a geographical area (usually the area within an installation or plant boundaries) and identify the site by reference to that area. As a legal matter, the site is not coextensive with that area, and the boundaries of the installation or plant are not the "boundaries" of the site. Rather, the site consists of all contaminated areas within the area used to identify the site, as well as any other location to which that contamination has come to be located, or from which that contamination came.

In other words, while geographic terms are often used to designate the site (e.g., the "Jones Co. plant site") in terms of the property owned by a particular party, the site properly understood is not limited to that property (e.g., it may extend beyond the property due to contaminant migration), and conversely may not occupy the full extent of the property (e.g., where there are uncontaminated parts of the identified property, they may not be, strictly speaking, part of the "site"). The "site" is thus neither equal to nor confined by the boundaries of any specific property that may give the site its name, and the name itself should not be read to imply that this site is coextensive with the entire area within the property boundary of the installation or plant. The precise nature and extent of the site are typically not known at the time of listing. Also, the site name is merely used to help identify the geographic location of the contamination. For example, the name "Jones Co. plant site," does not imply that the Jones company is responsible for the contamination located on the plant site.

EPA regulations provide that the "nature and extent of the problem presented by the release" will be determined by a remedial investigation/feasibility study (RI/FS) as more information is developed on site contamination (40 CFR 300.5). During the RI/FS process, the release may be found to be larger or smaller than was originally thought, as more is learned about the source(s) and the migration of the contamination. However, this inquiry focuses on an evaluation of the threat posed; the boundaries of the release need not be exactly defined. Moreover, it generally is impossible to discover the full extent of where the contamination "has come to be located" before all necessary studies and remedial work are completed at a site. Indeed, the known boundaries of the contamination can be expected to change over time. Thus, in most cases, it may be impossible to describe the boundaries of a release with absolute certainty.

Further, as noted above, NPL listing does not assign liability to any party or to the owner of any specific property. Thus, if a party does not believe it is liable for releases on discrete parcels of property, supporting information can be submitted to the Agency at any time after a party receives notice it is a potentially responsible party.

For these reasons, the NPL need not be amended as further research reveals more information about the location of the contamination or release.

G. How Are Sites Removed From the NPL?

EPA may delete sites from the NPL where no further response is appropriate under Superfund, as explained in the NCP at 40 CFR 300.425(e). This section also provides that EPA shall consult with states on proposed deletions and shall consider whether any of the following criteria have been met:

(i) Responsible parties or other persons have implemented all appropriate response actions required;

(ii) All appropriate Superfund-financed response has been implemented and no further response action is required; or

(iii) The remedial investigation has shown the release poses no significant threat to public health or the environment, and taking of remedial measures is not appropriate.

As of August 20, 2002, the Agency has deleted 259 sites from the NPL.

H. Can Portions of Sites Be Deleted From the NPL as They Are Cleaned Up?

In November 1995, EPA initiated a new policy to delete portions of NPL sites where cleanup is complete *(60 FR 55465,* November 1, 1995). Total site cleanup may take many years, while portions of the site may have been cleaned up and available for productive use. As of August 20, 2002, EPA has deleted 31 portions of 28 sites. [*56760]

I. What Is the Construction Completion List (CCL)?

EPA also has developed an NPL construction completion list ("CCL") to simplify its system of categorizing sites and to better communicate the successful completion of cleanup activities *(58 FR 12142,* March 2, 1993). Inclusion of a site on the CCL has no legal significance.

Sites qualify for the CCL when: (1) Any necessary physical construction is complete, whether or not final cleanup levels or other requirements have been achieved; (2) EPA has determined that the response action should be limited to measures that do not involve construction (e.g., institutional controls); or (3) the site qualifies for deletion from the NPL.

As of August 20, 2002, there are a total of 818 sites on the CCL. For the most up-to-date information on the CCL, see EPA's Internet site at http://www.epa.gov/superfund.

II. Availability of Information to the Public

A. Can I Review the Documents Relevant to This Final Rule?

Yes, documents relating to the evaluation and scoring of the sites in this final rule are contained in dockets located both at EPA Headquarters and in the Regional offices.

B. What Documents Are Available for Review at the Headquarters Docket?

The Headquarters docket for this rule contains, for each site, the HRS score sheets, the Documentation Record describing the information used to compute the score, pertinent information regarding statutory requirements or EPA listing policies that affect the site, and a list of documents referenced in the Documentation Record. The Headquarters docket also contains comments received, and the Agency's responses to those comments. The Agency's responses are contained in the "Support Document for the Revised National Priorities List Final Rule-September 2002."

C. What Documents Are Available for Review at the Regional Dockets?

The Regional dockets contain all the information in the Headquarters docket, plus the actual reference documents containing the data principally relied upon by EPA in calculating or evaluating the HRS score for the sites located in their Region. These reference documents are available only in the Regional dockets.

D. How Do I Access the Documents?

You may view the documents, by appointment only, after the publication of this document. The hours of operation for the Headquarters docket are from 9 a.m. to 4 p.m., Monday through Friday, excluding Federal holidays. Please contact the Regional dockets for hours.

Following is the contact information for the EPA Headquarters: Docket Coordinator, Headquarters; U.S. Environmental Protection Agency; CERCLA Docket Office; 1301 Constitution Avenue; EPA West, Room B102, Washington, DC 20004, 202/566-0276.

The contact information for the Regional dockets is as follows:

Ellen Culhane, Region 1 (CT, ME, MA, NH, RI, VT), U.S. EPA, Superfund Records Center, Mailcode HSC, One Congress Street, Suite 1100, Boston, MA 02114-2023; 617/918-1225.

Dennis Munhall, Region 2 (NJ, NY, PR, VI), U.S. EPA, 290 Broadway, New York, NY 10007-1866; 212/637-4343.

Dawn Shellenberger (ASRC), Region 3 (DE, DC, MD, PA, VA, WV), U.S. EPA, Library, 1650 Arch Street, Mailcode 3PM52, Philadelphia, PA 19103; 215/814-5364.

Lauren Brantley, Region 4 (AL, FL, GA, KY, MS, NC, SC, TN), U.S. EPA, 61 Forsyth Street, SW, 9th floor, Atlanta, GA 30303; 404/562-8127.

Region 5 (IL, IN, MI, MN, OH, WI), U.S. EPA, Records Center, Waste Management Division 7-J, Metcalfe Federal Building, 77 West Jackson Boulevard, Chicago, IL 60604; 312/886-7570.

Brenda Cook, Region 6 (AR, LA, NM, OK, TX), U.S. EPA, 1445 Ross Avenue, Mailcode 6SF-RA, Dallas, TX 75202-2733; 214/665-7436.

Michelle Quick, Region 7 (IA, KS, MO, NE), U.S. EPA, 901 North 5th Street, Kansas City, KS 66101; 913/551-7335.

David Williams, Region 8 (CO, MT, ND, SD, UT, WY), U.S. EPA, 999 18th Street, Suite 500, Mailcode 8EPR-SA, Denver, CO 80202-2466; 303/312-6757.

Carolyn Douglas, Region 9 (AZ, CA, HI, NV, AS, GU), U.S. EPA, 75 Hawthorne Street, San Francisco, CA 94105; 415/972-3092.

Robert Phillips, Region 10 (AK, ID, OR, WA), U.S. EPA, 11th Floor, 1200 6th Avenue, Mail Stop ECL-115, Seattle, WA 98101; 206/553-6699.

E. How Can I Obtain a Current List of NPL Sites?

You may obtain a current list of NPL sites via the Internet at http://www.epa.gov/superfund/ (look under the Superfund sites category) or by contacting the Superfund Docket (see contact information above).

III. Contents of This Final Rule

A. Additions to the NPL

This final rule adds 19 sites to the NPL; 18 to General Superfund Section of the NPL and one to the Federal Facilities Section. Table 1 presents the 18 sites in the General Superfund Section Table 2 presents the site in the Federal Facilities Section. Sites in the tables are arranged alphabetically by State.

Table 1.--National Priorities List
Final Rule, General Superfund Section

State	Site name	City/county
CA	Del Amo	Los Angeles.
IA	Railroad Avenue Groundwater Contamination	Des Moines.
MA	Hatheway and Patterson Company	Mansfield.
ME	Callahan Mine	Brooksville.
MO	Oak Grove Village Well	Oak Grove Village.
NC	Reasor Chemical Company	Castle Hayne.
NJ	Atlantic Resources Corporation	Sayreville.
NJ	Diamond Head Oil Refinery Div.	Kearny
NJ	Quanta Resources	Edgewater.
NM	McGaffey and Main Groundwater Plume	Roswell.
NY	Cayuga County Ground Water Contamination	Cayuga County.
NY	Crown Cleaners of Watertown, Inc.	Carthage.
NY	Ellenville Scrap Iron and Metal	Ellenville.
PA	Franklin Slag Pile (MDC)	Philadelphia.
TX	Brine Service Company	Corpus Christi.
TX	Patrick Bayou	Deer Park.
UT	Eureka Mills	Eureka.
WI	Ashland/Northern States Power Lakefront	Ashland.

Number of Sites Added to the General Superfund Section: 18.

Table 2.--National Priorities List
Final Rule, Federal Facilities Section

State	Site name	City/county
MD	Curtis Bay Coast Guard Yard	Anne Arundel County.

Number of Sites Added to the Federal Facilities Section: 1.

B. Status of NPL

With the 19 new sites added to the NPL in today's final rule; the NPL now contains 1,239 final sites; 1,080 in the General Superfund Section and 159 in the Federal Facilities Section. With a separate rule (published elsewhere in today's Federal Register) proposing to add 7 new sites to the NPL, there are now 62 sites proposed and awaiting final agency action, 56 in the General Superfund Section and 6 in the Federal Facilities Section. Final and proposed sites now total 1,301. (These numbers reflect the status of sites as of August 20, 2002. Site deletions occurring after this date may affect these number at time of publication in the Federal Register.)

C. What Did EPA Do With the Public Comments It Received?

EPA reviewed all comments received on the sites in this rule. The Diamond Head Oil Refinery Division site was proposed on July 27, 2000 *(65 FR 46131).* The Del Amo and Ashland/Northern States Power Lakefront sites were proposed on December 1, 2000 *(65 FR 75215).* The Quanta Resources site was proposed on January 11, 2001 *(66 FR 2380).* The Patrick Bayou and Eureka Mills sites were proposed June 14, 2001 *(66 FR 32287).* The remaining sites were proposed on September 13, 2001 *(66 FR 47612).*

EPA responded to all relevant comments received on the following sites: Diamond Head Oil Refinery Division, Quanta Resources, Ashland/Northern States Power Lakefront, Patrick Bayou, Eureka Mills, and Del Amo. EPA's responses to site-specific public comments are addressed in the "Support Document for the Revised National Priorities List Final Rule-September 2002."

For the remaining sites. EPA received no comments or only comments supporting the listing of the sites to the NPL and therefore, EPA is placing them on the final NPL at this time.

IV. Executive Order 12866

A. What Is Executive Order 12866?

Under Executive Order 12866, *(58 FR 51735* (October 4, 1993)) the Agency must determine whether a regulatory action is "significant" and therefore subject to OMB review and the requirements of the Executive Order. The Order defines "significant regulatory action" as one that is likely to result in a rule that may: (1) Have an annual effect on the economy of $100 million or more or adversely affect in a material way the economy, a sector of the economy, productivity, competition, jobs, the environment, public health or safety, or State, local, or tribal governments or communities; (2) create a serious inconsistency or otherwise interfere with an action taken or planned by another agency; (3) materially alter the budgetary impact of entitlements, grants, user fees, or loan programs or the rights and obligations of recipients thereof; or (4) raise novel legal or policy issues arising out of legal mandates, the President's priorities, or the principles set forth in the Executive Order.

B. Is This Final Rule Subject to Executive Order 12866 Review?

No. The listing of sites on the NPL does not impose any obligations on any entities. The listing does not set standards or a regulatory regime and imposes no liability or costs. Any liability under CERCLA exists irrespective of whether a site is listed. It has been determined that this action is not a "significant regulatory action" under the terms of Executive Order 12866 and is therefore not subject to OMB review.

V. Unfunded Mandates

A. What Is the Unfunded Mandates Reform Act (UMRA)?

Title II of the Unfunded Mandates Reform Act of 1995 (UMRA), Public Law 104-4, establishes requirements for Federal Agencies to assess the effects of their regulatory actions on State, local, and tribal governments and the private sector. Under section 202 of the UMRA, EPA generally must prepare a written statement, including a cost-benefit analysis, for proposed and final rules with "Federal mandates" that may result in expenditures by State, local, and tribal governments, in the aggregate, or by the private sector, of $100 million or more in any one year. Before EPA promulgates a rule for which a written statement is needed, section 205 of the UMRA generally requires EPA to identify and consider a reasonable number of regulatory alternatives and adopt the least costly, most cost-effective, or least burdensome alternative that achieves the objectives of the rule. The provisions of section 205 do not apply when they are inconsistent with applicable law. Moreover, section 205 allows EPA to adopt an alternative other than the least costly, most cost-effective, or least burdensome alternative if the Administrator publishes with the final rule an explanation why that alternative was not adopted. Before EPA establishes any regulatory requirements that may significantly or uniquely affect small governments, including tribal governments, it must have developed under section 203 of the UMRA a small government agency plan. The plan must provide for notifying potentially affected small governments, enabling officials of affected small governments to have meaningful and timely input in the development of EPA regulatory proposals with significant Federal intergovernmental mandates, and informing, educating, and advising small governments on compliance with the regulatory requirements.

B. Does UMRA Apply to This Final Rule?

No, EPA has determined that this rule does not contain a Federal mandate that [*56762] may result in expenditures of $100 million or more for State, local, and tribal governments in the aggregate, or by the private sector in any one year. This rule will not impose any federal intergovernmental mandate because it imposes no enforceable duty upon State, tribal or local governments. Listing a site on the NPL does not itself impose any costs. Listing does not mean that EPA necessarily will undertake remedial action. Nor does listing require any action by a private party or determine liability for response costs. Costs that arise out of site responses result from site-specific decisions regarding what actions to take, not directly from the act of listing a site on the NPL.

For the same reasons, EPA also has determined that this rule contains no regulatory requirements that might significantly or uniquely affect small governments. In addition, as discussed above, the private sector is not expected to incur costs exceeding $100 million. EPA has fulfilled the requirement for analysis under the Unfunded Mandates Reform Act.

VI. Effect on Small Businesses

A. What Is the Regulatory Flexibility Act?

Pursuant to the Regulatory Flexibility Act *(5 U.S.C. 601* et seq., as amended by the Small Business Regulatory Enforcement Fairness Act (SBREFA) of 1996, whenever an agency is required to publish a notice of rulemaking for any proposed or final rule, it must prepare and make available for public comment a regulatory flexibility analysis that describes the effect of the rule on small entities (i.e., small businesses, small organizations, and small governmental jurisdictions). However, no regulatory flexibility analysis is required if the head of an agency certifies the rule will not have a significant economic impact on a substantial number of small entities. SBREFA amended the Regulatory Flexibility Act to require Federal agencies to provide a statement of the factual basis for certifying that a rule will not have a significant economic impact on a substantial number of small entities.

B. How Has EPA Complied With the Regulatory Flexibility Act?

This rule listing sites on the NPL does not impose any obligations on any group, including small entities. This rule also does not establish standards or requirements that any small entity must meet, and imposes no direct costs on any small entity. Whether an entity, small or otherwise, is liable for response costs for a release of a hazardous substances depends on whether that entity is liable under CERCLA 107(a). Any such liability exists regardless of whether the site is listed on the NPL through this rulemaking. Thus, this rule does not impose any requirements on any small entities. For the foregoing reasons, I certify that this rule will not have a significant economic impact on a substantial number of small entities.

VII. Possible Changes to the Effective Date of the Rule

A. Has This Rule Been Submitted to Congress and the General Accounting Office?

The Congressional Review Act, *5 U.S.C. 801* et seq., as added by the Small Business Regulatory Enforcement Fairness Act of 1996, generally provides that before a rule may take effect, the agency promulgating the rule must submit a rule report, which includes a copy of the rule, to each House of the Congress and to the Comptroller General of the United States. EPA has submitted a report containing this rule and other required information to the U.S. Senate, the U.S. House of Representatives, and the Comptroller General of the United States prior to publication of the rule in the Federal Register. A "major rule" cannot take effect until 60 days after it is published in the Federal Register. This rule is not a "major rule" as defined by *5 U.S.C. 804*(2).

B. Could the Effective Date of This Final Rule Change?

Provisions of the Congressional Review Act (CRA) or section 305 of CERCLA may alter the effective date of this regulation.

Under the CRA, *5 U.S.C. 801*(a), before a rule can take effect the federal agency promulgating the rule must submit a report to each House of the Congress and to the Comptroller General. This report must contain a copy of the rule, a concise general statement relating to the rule (including whether it is a major rule), a copy of the cost-benefit analysis of the rule (if any), the agency's actions relevant to provisions of the Regulatory Flexibility Act (affecting small businesses) and the Unfunded Mandates Reform Act of 1995 (describing unfunded federal requirements imposed on state and local governments and the private sector), and any other relevant information or requirements and any relevant Executive Orders.

EPA has submitted a report under the CRA for this rule. The rule will take effect, as provided by law, within 30 days of publication of this document, since it is not a major rule. Section 804(2) defines a major rule as any rule that the Administrator of the Office of Information and Regulatory Affairs (OIRA) of the Office of Management and Budget

(OMB) finds has resulted in or is likely to result in: an annual effect on the economy of $100,000,000 or more; a major increase in costs or prices for consumers, individual industries, Federal, State, or local government agencies, or geographic regions; or significant adverse effects on competition, employment, investment, productivity, innovation, or on the ability of United States-based enterprises to compete with foreign-based enterprises in domestic and export markets. NPL listing is not a major rule because, as explained above, the listing, itself, imposes no monetary costs on any person. It establishes no enforceable duties, does not establish that EPA necessarily will undertake remedial action, nor does it require any action by any party or determine its liability for site response costs. Costs that arise out of site responses result from site-by-site decisions about what actions to take, not directly from the act of listing itself. Section 801(a)(3) provides for a delay in the effective date of major rules after this report is submitted.

C. What Could Cause the Effective Date of This Rule To Change?

Under *5 U.S.C. 801*(b)(1) a rule shall not take effect, or continue in effect, if Congress enacts (and the President signs) a joint resolution of disapproval, described under section 802.

Another statutory provision that may affect this rule is CERCLA section 305, which provides for a legislative veto of regulations promulgated under CERCLA. Although *INS v. Chadha, 462 U.S. 919,103* S. Ct. 2764 (1983) and *Bd. of Regents of the University of Washington v. EPA, 86 F.3d 1214,1222 (DC Cir. 1996)* cast the validity of the legislative veto into question, EPA has transmitted a copy of this regulation to the Secretary of the Senate and the Clerk of the House of Representatives.

If action by Congress under either the CRA or CERCLA section 305 calls the effective date of this regulation into question, EPA will publish a document of clarification in the Federal Register.

VIII. National Technology Transfer and Advancement Act

A. What Is the National Technology Transfer and Advancement Act?

Section 12(d) of the National Technology Transfer and Advancement Act of 1995 (NTTAA), Public Law 104-[*56763] 113, section 12(d) *(15 U.S.C. 272* note), directs EPA to use voluntary consensus standards in its regulatory activities unless to do so would be inconsistent with applicable law or otherwise impractical. Voluntary consensus standards are technical standards (e.g., materials specifications, test methods, sampling procedures, and business practices) that are developed or adopted by voluntary consensus standards bodies. The NTTAA directs EPA to provide Congress, through OMB, explanations when the Agency decides not to use available and applicable voluntary consensus standards.

B. Does the National Technology Transfer and Advancement Act Apply to This Final Rule?

No. This rulemaking does not involve technical standards. Therefore, EPA did not consider the use of any voluntary consensus standards.

IX. Executive Order 12898

A. What Is Executive Order 12898?

Under Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," as well as through EPA's April 1995, "Environmental Justice Strategy, OSWER Environmental Justice Task Force Action Agenda Report," and National Environmental Justice Advisory Council, EPA has undertaken to incorporate environmental justice into its policies and programs. EPA is committed to addressing environmental justice concerns, and is assuming a leadership role in environmental justice initiatives to enhance environmental quality for all residents of the United States. The Agency's goals are to ensure that no segment of the population, regardless of race, color, national origin, or income, bears disproportionately high and adverse human health and environmental effects as a result of EPA's policies, programs, and activities, and all people live in clean and sustainable communities.

B. Does Executive Order 12898 Apply to This Final Rule?

No. While this rule revises the NPL, no action will result from this rule that will have disproportionately high and adverse human health and environmental effects on any segment of the population.

X. Executive Order 13045

A. What Is Executive Order 13045?

Executive Order 13045: "Protection of Children from Environmental Health Risks and Safety Risks" *(62 FR 19885,* April 23, 1997) applies to any rule that: (1) Is determined to be "economically significant" as defined under Executive Order 12866, and (2) concerns an environmental health or safety risk that EPA has reason to believe may have a disproportionate effect on children. If the regulatory action meets both criteria, the Agency must evaluate the environmental health or safety effects of the planned rule on children, and explain why the planned regulation is preferable to other potentially effective and reasonably feasible alternatives considered by the Agency.

B. Does Executive Order 13045 Apply to This Final Rule?

This rule is not subject to Executive Order 13045 because it is not an economically significant rule as defined by Executive Order 12866, and because the Agency does not have reason to believe the environmental health or safety risks addressed by this section present a disproportionate risk to children.

XI. Paperwork Reduction Act

A. What Is the Paperwork Reduction Act?

According to the Paperwork Reduction Act (PRA), *44 U.S.C. 3501* et seq., an agency may not conduct or sponsor, and a person is not required to respond to a collection of information that requires OMB approval under the PRA, unless it has been approved by OMB and displays a currently valid OMB control number. The OMB control numbers for EPA's regulations, after initial display in the preamble of the final rules, are listed in 40 CFR part 9. The information collection requirements related to this action have already been approved by OMB pursuant to the PRA under OMB control number 2070-0012 (EPA ICR No. 574).

B. Does the Paperwork Reduction Act Apply to This Final Rule?

No. EPA has determined that the PRA does not apply because this rule does not contain any information collection requirements that require approval of the OMB.

XII. Executive Orders on Federalism

What Are the Executive Orders on Federalism and Are They Applicable to This Final Rule?

Executive Order 13132, entitled "Federalism" *(64 FR 43255,* August 10, 1999), requires EPA to develop an accountable process to ensure "meaningful and timely input by State and local officials in the development of regulatory policies that have federalism implications." "Policies that have federalism implications" is defined in the Executive Order to include regulations that have "substantial direct effects on the States, on the relationship between the national government and the States, or on the distribution of power and responsibilities among the various levels of government."

Under section 6 of Executive Order 13132, EPA may not issue a regulation that has federalism implications, that imposes substantial direct compliance costs, and that is not required by statute, unless the Federal government provides the funds necessary to pay the direct compliance costs incurred by State and local governments, or EPA consults with State and local officials early in the process of developing the proposed regulation. EPA also may not issue a regulation that has federalism implications and that preempts State law, unless the Agency consults with State and local officials early in the process of developing the proposed regulation.

This final rule does not have federalism implications. It will not have substantial direct effects on the States, on the relationship between the national government and the States, or on the distribution of power and responsibilities among

the various levels of government, as specified in Executive Order 13132. Thus, the requirements of section 6 of the Executive Order do not apply to this rule.

XIII. Executive Order 13175

A. What Is Executive Order 13175?

Executive Order 13175, entitled "Consultation and Coordination with Indian Tribal Governments" *(65 FR 67249,* November 6, 2000), requires EPA to develop an accountable process to ensure "meaningful and timely input by tribal officials in the development of regulatory policies that have tribal implications." "Policies that have tribal implications" is defined in the Executive Order to include regulations that have "substantial direct effects on one or more Indian tribes, on the relationship between the Federal government and the Indian tribes, or on the distribution of power and responsibilities between the Federal government and Indian tribes."

B. Does Executive Order 13175 Apply to This Final Rule?

This final rule does not have tribal implications. It will not have substantial direct effects on tribal governments, on the relationship between the Federal government and Indian tribes, or on the [*56764] distribution of power and responsibilities between the Federal government and Indian tribes, as specified in Executive Order 13175. Thus, Executive Order 13175 does not apply to this final rule.

XIV. Executive Order 13211

A. What Is Executive Order 13211?

Executive Order 13211, "Actions Concerning Regulations That Significantly Affect Energy Supply, Distribution, or Use" *(66 FR 28355* (May 22, 2001)), requires EPA to prepare and submit a Statement of Energy Effects to the Administrator of the Office of Information and Regulatory Affairs, Office of Management and Budget, for certain actions identified as "significant energy actions." Section 4(b) of Executive Order 13211 defines "significant energy actions" as "any action by an agency (normally published in the Federal Register) that promulgates or is expected to lead to the promulgation of a final rule or regulation, including notices of inquiry, advance notices of proposed rulemaking, and notices of proposed rulemaking: (1)(i) That is a significant regulatory action under Executive Order 12866 or any successor order, and (ii) is likely to have a significant adverse effect on the supply, distribution, or use of energy; or (2) that is designated by the Administrator of the Office of Information and Regulatory Affairs as a significant energy action."

B. Is This Rule Subject to Executive Order 13211?

This rule is not subject to Executive Order 13211, "Actions Concerning Regulations That Significantly Affect Energy Supply, Distribution, or Use" *(66 FR 28355* (May 22, 2001)) because it is not a significant regulatory action under Executive Order 12866 (See discussion of Executive Order 12866 above.)

List of Subjects in 40 CFR Part 300

Environmental protection, Air pollution control, Chemicals, Hazardous substances, hazardous waste, Intergovernmental relations, Natural resources, Oil pollution, penalties, Reporting and recordkeeping requirements, Superfund, Water pollution control, Water supply.

Dated: August 27, 2002.

Marianne Lamont Horinko,

Assistant Administrator, Office of Solid Waste and Emergency Response.

40 CFR part 300 is amended as follows:

PART 300--[AMENDED]

1. The authority citation for part 300 continues to read as follows:

Authority: *33 U.S.C. 1321*(c)(2); *42 U.S.C. 9601*-9657; E.O. 12777, *56 FR 54757,* 3 CFR, 1991 Comp., p. 351; E.O. 12580, *52 FR 2923,* 3 CFR, 1987 Comp., p. 193.

2. Table 1 and Table 2 of Appendix B to part 300 is amended by adding the following sites in alphabetical order to read as follows:

Appendix B to Part 300--National Priorities List

Table 1.--General Superfund Section

State	Site name	City/County	Notes fna
	* * * * * * *		
CA	Del Amo	Los Angeles	
	* * * * * * *		
IA	Railroad Avenue Groundwater Contamination	Des Moines	
	* * * * * * *		
MA	Hatheway and Patterson Company	Mansfield	
	* * * * * * *		
ME	Callahan Mine	Brooksville	
	* * * * * * *		
MO	Oak Grove Village Well	Oak Grove Village	
	* * * * * * *		
NC	Reasor Chemical Company	Castle Hayne	
	* * * * * * *		
NJ	Atlantic Resources Corporation	Sayreville	
	* * * * * * *		
NJ	Diamond Head Oil Refinery Div	Kearny	
	* * * * * * *		
NJ	Quanta Resources	Edgewater	
	* * * * * * *		
NM	McGaffey and Main Groundwater Plume	Roswell	
	* * * * * * *		
NY	Cayuga County Ground Water Contamination	Cayuga County	
	* * * * * * *		
NY	Crown Cleaners of Watertown, Inc	Carthage	
	* * * * * * *		
Y	Ellenville Scrap Iron and Metal	Ellenville	
	* * * * * * *		
	Franklin Slag Pile (MDC)	Philadelphia	
	* * * * * * *		
	Brine Service Company	Corpus Christi	
	* * * * * * *		
	Patrick Bayou	Deer Park	
	* * * * * * *		

UT	Eureka Mills	Eureka
	* * * * * * *	
WI	Ashland/Northern States Power Lakefront	Ashland
	* * * * * * *	

fna A = Based on issuance of health advisory by Agency for Toxic Substance and Disease Registry (if scored, HRS score need not be <=28.50).

C = Sites on Construction Completion list.

S = State top priority (included among the 100 top priority sites regardless of score).

P = Sites with partial deletion(s).

Table 2.--Federal Facilities Section $

State	Site name	City/County	Notes	fna
	* * * * * * *			
MD	Curtis Bay Coast Guard Yard	Anne Arundel County		
	* * * * * * *			

fna A = Based on issuance of health advisory by Agency for Toxic Substance and Disease Registry (if scored, HRS score need not be <=28.50).

C = Sites on Construction Completion list.

S = State top priority (included among the 100 top priority sites regardless of score).

P = Sites with partial deletion(s).

[FR Doc. 02-22538 Filed 9-4-02; 8:45 am]

BILLING CODE 6560-50-P

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October 4, 2002

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RE: Response to Support Document for NPL Listing of the Ashland Lakefront Site, Ashland, Wisconsin (Vol. 67 Fed. Reg. 56757-56765)

Gentlemen:

On behalf of Northern States Power Company, a Wisconsin corporation (d/b/a Xcel Energy, a subsidiary of Xcel Energy Inc.) ("Xcel Energy" or "the Company"), this letter responds to the U.S. Environmental Protection Agency's ("EPA") document titled Support Document for Revised National Priorities List Final Rule - September 2002 (referenced at Vol. 67 Fed. Reg. 56761) (hereinafter referred to as the "Support Document"). The Support Document provides EPA's responses to public comments received concerning several sites, including the Ashland Lakefront Site proposed for listing on the National Priorities List ("NPL") on December 1, 2000 (Vol. 65 Fed. Reg. 75215-75221) and listed by Final Rule on September 5, 2002 at Vol. 67 Fed. Reg. 56757-56765.

GENERAL COMMENTS

As § 2.1.1 of the Support Document indicates, Xcel Energy submitted comments concerning EPA's proposed listing of the Ashland Lakefront Site (the "Site") on January 30, 2001[1]. The purposes of that correspondence were not to contest the underlying hazardous ranking score or EPA's proposal to list the Site on the NPL. Rather, Xcel Energy's comments were focused on correcting misinformation contained in the Notice of Proposed Listing or conclusions reached without technical support in the record at that time concerning source, extent or responsibility for site-wide impacts. Indeed, the first sentence of Xcel Energy's comment clarified that the Company's comments were directed at correcting "misstatements and errors of fact".

The Support Document responds in September 2002 to comments made in January 2001 with the benefit of all of the environmental work performed at the Site over the intervening 20

[1] Xcel Energy also submitted a letter dated February 2, 2001 but the purpose of this letter was only to transmit a forensic report referenced in the Company's January 30, 2001 comment letter.

months, work conducted subsequent to Xcel Energy's January 2001 comments. In many instances, the Support Document could lead readers to assume Xcel Energy either misrepresented the status of technical evidence or failed to fully disclose technical evidence when it submitted its comments. In actuality, much of the data the Support Document uses to respond to Xcel Energy's comments was collected after Xcel Energy submitted its comments.[2]

SPECIFIC COMMENTS

§ 2.1.2 Site Description.

The second paragraph of this section contains the following: "Records indicate that the residual MGP wastes such as coal tar and oils were discharged with the wastewater". We are aware of no historical records or archives that confirm that statement. This comment is consistent with Xcel Energy's comment No. 12 from its original January 30, 2001 comment letter and EPA's discussion at § 2.1.3.2 with respect to Reference 22, below.

This section also contains the following: "On-site fill soils contaminated with coal tar have been found with free-product dense, non-aqueous phase liquids ("DNAPLs") in the base of the former ravine that extends across the NSP facility, *indicating that some of the coal tar was disposed on site.*" (emphasis added). Given the identification of a buried drain tile that appears to have been utilized to transport coal tar products from the lower MGP to the rail car siding to the north for either shipment off-site or utilization by the adjacent wood treatment operation, Schroeder Lumber, the presence of DNAPL coal tar within the ravine is more likely the result of fugitive releases from this product delivery system rather than a result of any disposal.

§ 2.1.3 Summary of Comments/Correspondence.

Former Wisconsin Governor Thompson wrote two letters concerning EPA's proposal to list the Site on the NPL. Those letters are dated May 31 and August 16, 2000 and speak for themselves. Governor Thompson's position is perhaps more accurately characterized as a conditional concurrence or conditional nonobjection rather than to represent his position as one of "support" for the listing.

§ 2.1.3.1 Incorrect Information In the NPL Characteristics Data Collection Form.

EPA indicates that it has changed the NPL Characteristics Data Collection Form and corresponding database to correct inaccuracies noted in Xcel Energy's comments. Since one of Xcel Energy's paramount goals is the accurate communication of information concerning the Site to the public, we appreciate these corrections regardless of their lack of bearing on the NPL site score. See, General Comments, above.

§ 2.1.3.2 Integrity of Reference 22.

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[2] The Site was proposed for NPL Listing on December 1, 2000. As noted in the Federal Register Notice soliciting comments on the proposed listing, "[c]omments regarding any of these proposed listings must be submitted [post marked] on or before January 31, 2001". Vol. 65 Fed. Reg. 75215. As such, to be considered, Xcel Energy's comments necessarily had to be submitted by no later than that date. Xcel Energy did not have the benefit of the work conducted in 2001 and 2002 when it was required to submit its comments in the first month of 2001.

EPA has indicated that it has removed from the HRS documentation record the conclusions, inappropriately drawn from Reference 22, that archival documentation establishes the tars were not segregated from the Company's waste stream until 1939. We appreciate EPA's correction of this misrepresentation regardless of its lack of impact on HRS scoring. Once again, one of Xcel Energy's primary goals is the provision of accurate factual information concerning the Site to the general public.

§ 2.1.3.3 Listing Information Incomplete or Incorrect.

§ 2.1.3.3.1 Discovery of Contamination. Xcel Energy appreciates EPA's correction to the HRS documentation record reflecting the discovery of contamination in 1989.

§ 2.1.3.3.2 Discussion of Pipe. Xcel Energy's comments concerning the Crane Engineering and Forensic Services Report still stand and are accurate for the pipe analyzed.

§ 2.1.3.3.3 Source Characterization. Although conflicting information may exist over the development of this project concerning MGP manufacturing processes, the latest and most accurate depiction of those processes is found in Reference 17, Remedial Action Options Feasibility Study - Final Report for the Ashland Lakefront Site (March 1999 Dames & Moore). Reliance on earlier reports and/or conjecture is misplaced.

According to the 1909 Sanborn Fire Insurance map, the ravine is depicted as completely filled. Based on this map, we do not believe filling in the ravine occurred subsequent to 1909.

With regard to DNAPL thickness from certain Site wells, we appreciate EPA's correction of the HRS documentation record to reflect the more accurate and detailed description provided by Xcel Energy.

§ 2.1.3.3.4 Tar Pit Location. EPA's response to Xcel Energy's comments on this point makes no sense. The HRS documentation record contains speculation that wood treatment pits "may have been located" on the Site of the former Schroeder Lumber facility. Xcel Energy's request is that the record accurately reflect the recollection of eye witnesses who have previously provided statements (and have now testified under oath via depositions held in November 2001) that such treatment areas were located at the Schroeder Lumber property, in fact. Xcel Energy will provide transcripts of the four depositions upon your request. These sworn statements verify that wood treatment did occur in these areas.

§ 2.1.3.3.5 Surface Water Migration Pathway. As indicated by field investigations conducted subsequent to the January 2001 Xcel Energy comment, the seep area did not result from the out flow of the ravine, but rather from a manmade artifact as Xcel Energy commented.

§ 2.1.3.4 Other Potential Sources/Attribution

To begin with, Xcel Energy appreciates EPA's recognition that the HRS scoring document need not (and does not) identify every possible source of contamination into the Site. EPA's conclusion that it has "appropriately included" the two sources it identifies in its HRS scoring documentation record as contributing to the Site does not indicate it has strived to identify every

possible source and does not invalidate that portion of Xcel Energy's comments that other sources such as the historic wood treatment operations of the John Schroeder Lumber Company, contributed to the impacts identified at the Site.

The discussion presented in the Support Document at Pages 2.1-9 to 2.1-13 focuses entirely on data developed from sampling and investigations performed subsequent to the submittal of Xcel Energy's January 2001 comments to which the Support Document responds. *See,* Footnote 2 and General Comments above. Xcel Energy does appreciate EPA's acknowledgement at Page 2.1-10 that some of the contamination at the Kreher Park area may have come from other sources including a lumber treatment facility. However, it is important to note that the "recent information" which EPA cites in the Support Document at Pages 2.1-10 to 2.1-13 results from investigations undertaken subsequent to Xcel Energy's January 2001 comments. The information cited at those pages of the Support Document are certainly relevant and probative; however, Xcel Energy's comments were made without the benefit of these data and information originally.

Much of the discussion concerning the pipe excavation activities which occurred during 2001 is superfluous in that those activities were documented in full in the following report prepared by URS on behalf of Xcel Energy: Clay Tile Investigation: NSP/Ashland Lakefront: Ashland, Wisconsin, dated February 19, 2002. A copy of this report will be submitted upon request.

CONCLUSION

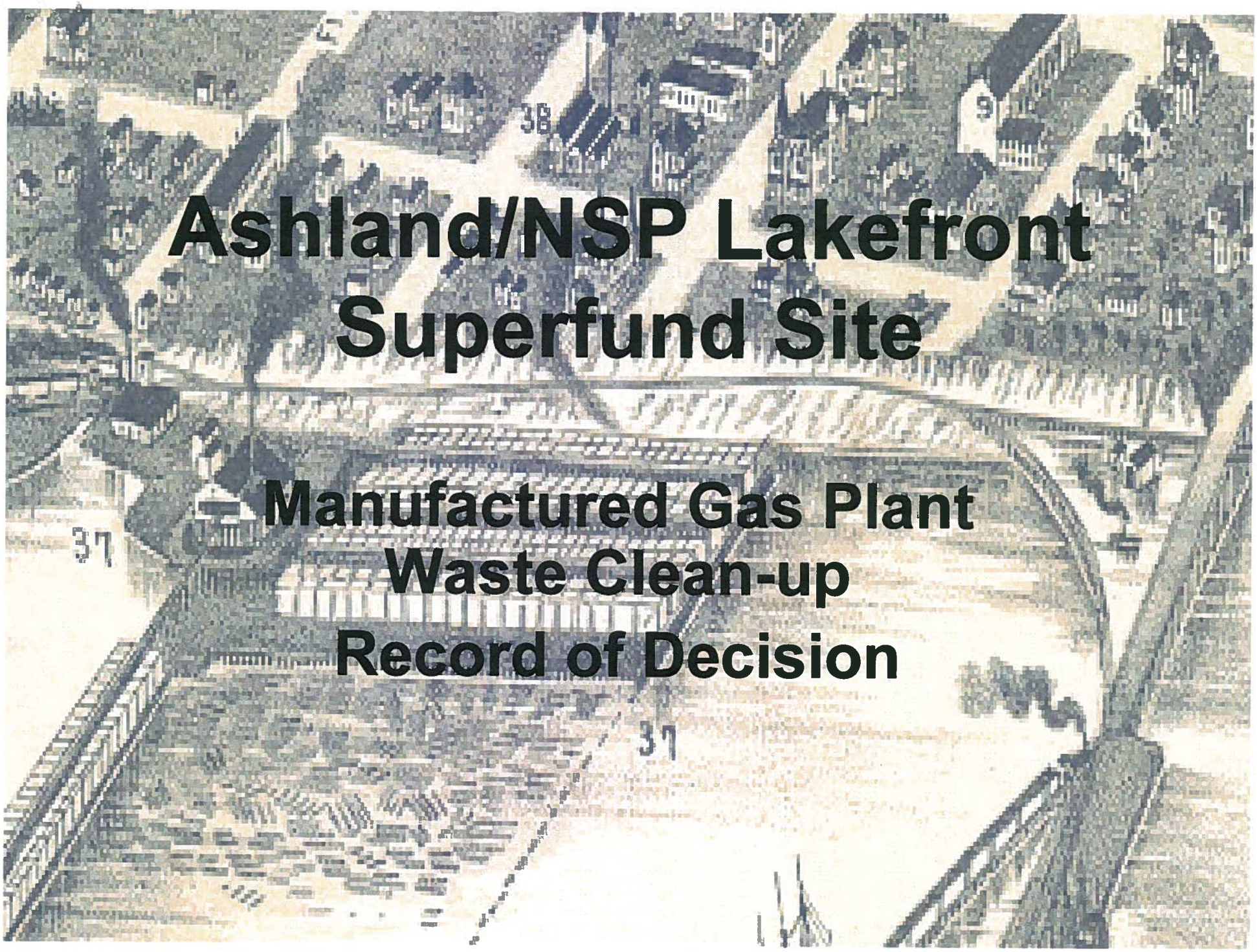
In conclusion, Xcel Energy appreciates the corrections made to the record as indicated by the Support Document. In addition, Xcel Energy wants to ensure that it has been quite clear that its comments made in January 2001 were based upon the best available information at that time and subsequently developed data may, or in some instances may not, have changed Xcel Energy's comments in response to the HRS documentation record. We look forward to continuing to work with EPA on this Site.

Sincerely,

Jerry C. Winslow

Jerry C. Winslow

cc: Jamie Dunn
Deborah Johnson
Mark Gordon
John Robinson



Ashland/NSP Lakefront Superfund Site

Manufactured Gas Plant Waste Clean-up Record of Decision

Record of Decision (2010)

- The Record of Decision (ROD) is a public document that explains which cleanup alternatives will be used to clean up a Superfund site.
- The ROD is based on information generated during the Remedial Investigation and Feasibility Study process.

Record of Decision

- A ROD contains site history, site description, site characteristics, community participation, enforcement activities, past and present activities, contaminated media, the contaminants present, scope and role of response action and the remedy selected for cleanup.

Upper Bluff/Filled Ravine and Kreher Park Soils

Selected Remedies:

- Limited soil removal and thermal treatment.
- Contaminated soil will be treated and/or disposed off-site.

Upper Bluff/Filled Ravine and Kreher Park Ground Water

Selected Remedies:

- Engineered surface barriers, and
- Vertical barriers with hydraulic containment for the shallow ground water.

Copper Falls Aquifer

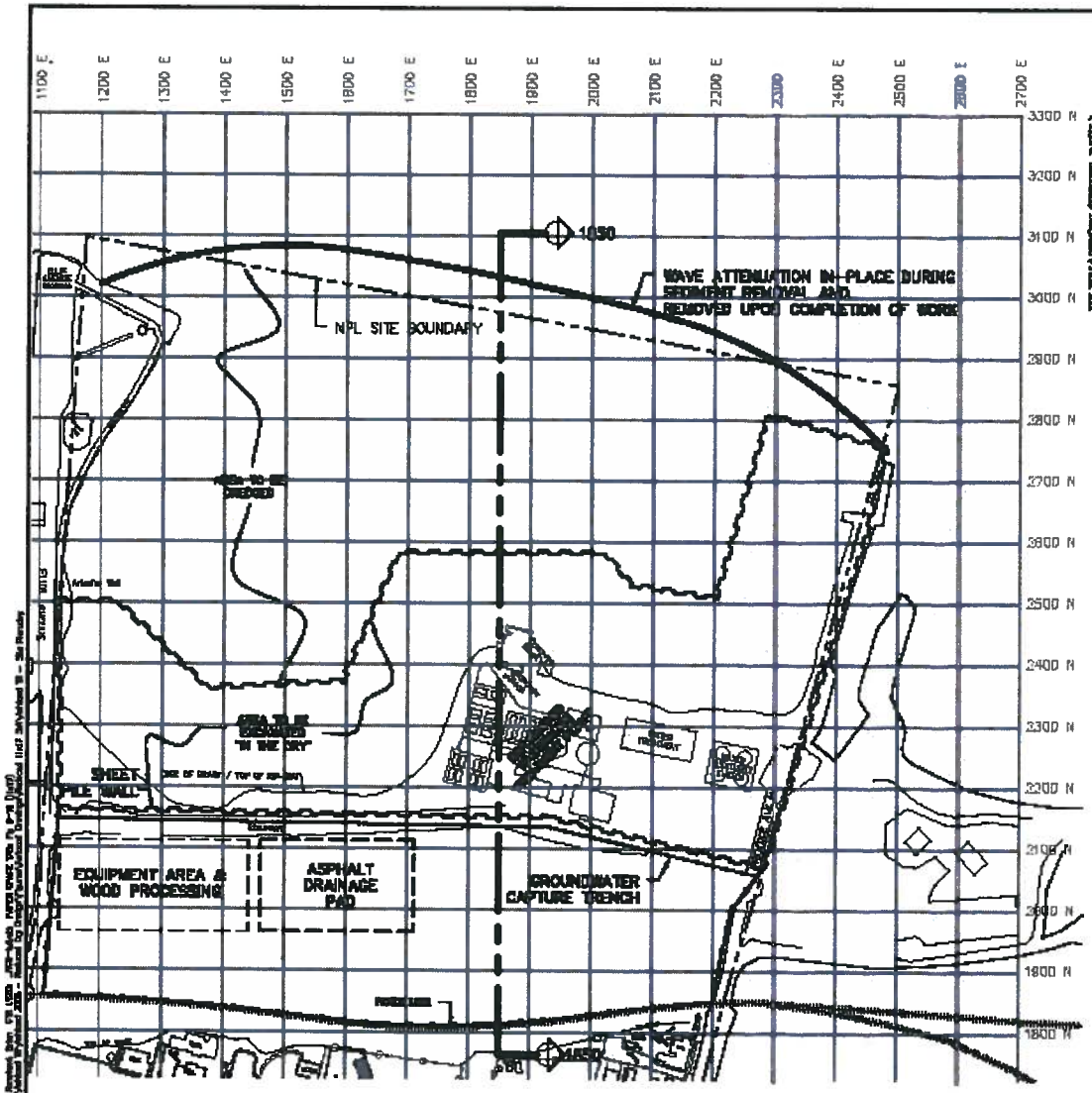
Selected Remedies:

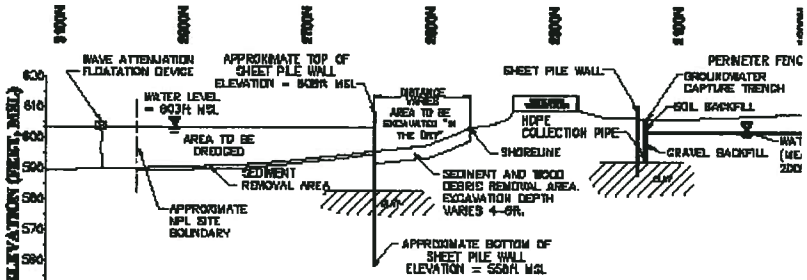
- Enhanced ground water extraction.
- In-situ treatment.

Sediment

Selected Remedies:

- Dry removal - near shore sediment and wood debris.
- Wet dredging - offshore sediment and wood debris.
- Sediment treated or disposed off-site.
- Allowing wet dredge pilot test to be performed to see if it can meet performance standards.





CROSS SECTION AT 1850 EAST

HORIZONTAL SCALE IN FEET

0 100 200 400

NORTH

SCALE IN FEET

0 100 200 400

LEGEND:

- = NPL SITE BOUNDARY
- = SHEET PILE WALL
- = GROUNDWATER CAPTURE
- = FENCE LINE

NOTES:

1) SECTIONS OF THE WAVE ATTENUATION DEVICE WOULD BE DESIGNED TO ALLOW BARGE ACCESS FOR INSTALLATION OF THE CONTAINMENT WALL LOCATED WITHIN THE BAY.

REVISIONS		
NO.	NAME	DATE
#1	REDUCED DREDGE IN DRY BOUNDARY	08/18/08
#2	FIGURE NUMBER	10/21/08
#3	PAGE SIZE REDUCED	10/23/08

URS

100 S. W
CHICAGO, IL
(312) 8
(312) 9

PROPOSED CONSTRUCTION ELEMEN
& CROSS SECTION
REDUCED DRY EXCAVATION ALTERNATIVE AS
LAKEFRONT SITE ASHLAND, WISCON

DRN BY: BKR DATE 10/21/08
CHK'D BY: JVH DATE 10/21/08
PROJECT NO. 25688375.76

EPA Proposes Cleanup Plan
For Soil, Ground Water and Sediment
Ashland/Northern States Power Lakefront Superfund Site
Ashland, Wisconsin

Informational Meeting: June 17
Public Hearing: June 29
Comment Period: June 17 - July 16, 2009

U.S. Environmental Protection Agency recently proposed a cleanup plan for polluted soil, ground water and sediment at the Ashland/NSP Lakefront site. The areas targeted for cleanup are Kreher Park, the Upper Bluff/Filled Ravine, the Copper Falls aquifer underneath the site and about 16 acres of Chequamegon Bay. (An area bounded by US 2, Prentice and Ellis Avenues and Chequamegon Bay between the Ashland Marina and Prentice Avenue boat landing.) EPA is the lead agency and the Wisconsin Department of Natural Resources is the support agency for activities at this site.

If approved after a public hearing and comment period, EPA's recommended cleanup plan will:

- Remove soil from the most contaminated areas of Kreher Park and the Upper Bluff/Filled Ravine, treat the soil on-site and then reuse it.
- Use barriers to contain and stop the movement of contaminants in ground water, possibly treat the ground water in-place, and add wells to extract and treat ground water.
- Dig up wood waste and contaminated sediment near the Chequamegon Bay shore and then dredge contaminated sediment offshore, cap the offshore cleanup area with 6 inches of clean material, and treat contaminated sediment after removal.

The estimated cost of this cleanup project is between $83.4 million and $97.5 million. The proposed cleanup plan will protect people and the environment in the long-term, comply with state and federal regulations and is cost-effective. The recommended cleanup is a preliminary determination and could change based on comments received.

Copies of the proposed cleanup plan and other site-related documents are available for review at the Vaughn Public Library, 502 W. Main St., Ashland; WDNR Spooner Service Center, 810 W. Maple St., Spooner; Bad River Public Library, 100 Maple St., Odanah; and Redcliff Environmental Protection Agency Office, 37295 Community Road, Bayfield. An administrative record file, which contains the information upon which the selection of the cleanup plan is based, has also been placed at the Vaughn Public Library.

COMMENTS on the cleanup proposal can be submitted in writing between June 17 and July 16, 2009, to: **Patti Krause** Community Involvement Coordinator, EPA Region 5 (SI-7J), 77 W. Jackson Blvd., Chicago, IL 60604; via the Internet at www.epa.gov/region5/publiccomment/ashland-pubcomment.htm; or fax 312-697-2568.

Written and oral comments will be accepted at a **PUBLIC HEARING** at 7 p.m., Monday, June 29, at the Northern Great Lakes Visitor Center, 29270 County Highway G. If you need special accommodations for the meeting please contact Patti Krause at 800-621-8431, Ext. 69506, 8:30 a.m. – 4:30 p.m., weekdays. An **INFORMATION SESSION** about EPA's recommended cleanup plan and the other cleanup options will be held several days before the formal public hearing at 7 p.m., Wednesday, June 17, at the Northern Great Lakes Visitor Center.

http://www.epa.gov/superfund/sites/npl/nar1616.htm
Last updated on Wednesday, June 3rd, 2009.

National Priorities List (NPL)

NPL Site Narrative for Ashland/Northern States Power Lakefront

ASHLAND/NORTHLAND STATES POWER LAKEFRONT
Ashland, Wisconsin

Federal Register Notice: September 5, 2002

Conditions at Proposal (December 1, 2000): Ashland/Northern States Power Lakefront site is located in Ashland, Ashland County, Wisconsin, and encompasses Northern States Power Company (NSP) property (the location of a former manufactured gas plant (MGP) that operated from 1885-1947), Wisconsin Central Limited Railroad corridor, Kreher Park (formerly the location of City of Ashland's waste water treatment plant), and Chequamegon Bay. The site is being proposed to the NPL based on evidence that benzo(a)pyrene, benzo(a) anthracene, xylenes, ethylbenzene, and other VOCs from former MGP operations have contaminated soils and underlying ground water, and have migrated to Chequamegon Bay, a recreational area and a state endangered species habitat.

The lakefront portion of the site has been the location of industrial activities over the past 150 years and currently consists of a landfilled area in the city-owned Kreher Park. Sawmills operated on the lakefront from the early 1880s through 1931. The city-owned parcels of the lakefront were created during the late 1880s to the early 1900s by the placement of wood wastes, soil, sand, and demolition wastes into Chequamegon Bay.

During the operation of the MGP, residual coal tars and oils were produced as a by-product from the manufacture of natural gas from coal. Records indicate that the residual MGP wastes such as coal tar and oils were discharged with the waste water. On-site fill soils contaminated with coal tar have been found with free product dense non-aqueous phase liquids (DNAPLs) in the base of a former ravine that extends across the NSP facility, indicating that some of the coal tar was disposed on site. This ravine also contains cinders ash, boiler slag, and demolition debris. Just north of the ravine is a seep where water, oils and tar flow to the land surface. Historic drawings refer to a waste tar dump between the seep area and waste water treatment plant.

In 1989, the city of Ashland performed an investigation on the Kreher Park area for possible expansion of the existing wastewater treatment facility. The discovery of contamination from what was believed to be creosote wastes in the subsoils and ground water at Kreher Park prompted the city to abandon the project. Subsequently, Wisconsin Department of Natural Resources (WDNR) performed an assessment of the contamination in 1998. Soil borings and ground water samples indicated elevated levels of hazardous substances. Additionally, WDNR discovered that Chequamegon Bay sediments directly offshore of Kreher Park contain VOCs, PAHs, and DNAPL oils and tars. Disturbance of these sediments releases oils and tars to the water column and surface, causing a slick to form on the water surface.

In 1995 and 1999, NSP conducted investigations that further defined the area of contamination. Free product DNAPL was discovered in the ravine, and soil and groundwater

samples confirmed the presence of VOCs associated with coal tar wastes.

Boating, fishing, and camping are encouraged in Chequamegon Bay, and the Common Tern, a state endangered species, nests in Chequamegon Bay. In addition, the Ashland Water Utility has a water intake in Chequamegon Bay.

Status (September 2002): EPA is considering various alternatives for this site.

For more information about the hazardous substances identified in this narrative summary, including general information regarding the effects of exposure to these substances on human health, please see the Agency for Toxic Substances and Disease Registry (ATSDR) ToxFAQs. ATSDR ToxFAQs can be found on the Internet at http://www.atsdr.cdc.gov/toxfaq.html or by telephone at 1-888-42-ATSDR or 1-888-422-8737.

Ashland/NSP Lakefront Site – Community Involvement Plan

PUB-RR-723 November 2004

The Wisconsin Department of Natural Resources (DNR) and the U.S. Environmental Protection Agency (EPA) have completed a plan that outlines how the agencies will keep Ashland area residents involved and informed as the investigation and cleanup move forward at the Ashland NSP/Lakefront site.

The plan, called a **community involvement plan**, will guide the agencies – primarily DNR, with support from the Sigurd Olson Environmental Institute, EPA, and Wisconsin Department of Health and Family Services (DHFS) – in providing public involvement opportunities that community members have said are important to them.

The community involvement plan is primarily based on more than 40 one-on-one and small group meetings between federal and state agencies and area residents, tribal members, civic and environmental organizations, businesses, local officials, and other community leaders. During the meetings, community members shared their concerns, questions and knowledge of the site as well as the investigation and cleanup process. In addition, they provided valuable ideas and feedback about various communication options, including public meetings, newspaper coverage, mailers and web sites.

With the release of the community involvement plan, the agencies will invite members of the public to become familiar with the plan. The document is available for public review at several area libraries and agency web sites (please see "For More Information" on the back of this fact sheet for library and web listings).

What We Learned

Community members participating in the meetings provided valuable information about their understanding of the site, investigation and cleanup processes and health risks. The agencies will use the knowledge gained to develop fact sheets, meeting presentations and other communication pieces that address the questions and concerns raised. Below is a summary of what we learned.

- Many residents admitted that their understanding of the site contamination and cleanup process is low to medium. Most people said they knew where the contamination is in the bay, but didn't really understand the options for cleanup or how the cleanup process works under the Superfund law.
- The cleanup process is confusing to many, particularly now that the NSP Company of Wisconsin is doing the investigative work and EPA is the lead agency overseeing it.
- Some questioned the need for more samples and analysis, wanting to move forward with cleanup right away.
- Residents also expressed confusion about which agency is doing what, and the current and potential roles of the NSP Company of Wisconsin, the city of Ashland, nearby tribes, local civic and environmental organizations and the general public.
- Understanding is limited as to the actual risks posed by eating fish caught near the site, boating, swimming at the beach, drinking water from the artesian wells, gardening or digging for worms on properties adjacent to the former manufactured gas plant.

About the Ashland/NSP Lakefront Site . . .

The Ashland/NSP Lakefront Site comprises several properties on the shore of Chequamegon Bay, including property owned by the NSP Company of Wisconsin (commonly known as Xcel Energy), the Wisconsin Central Limited railroad corridor, and the city-owned Kreher Park and former wastewater treatment plant. The site also includes approximately 10 acres of Chequamegon Bay sediment (mud).

Soil, groundwater, sediment and bay water are contaminated with waste typical of manufactured gas plants, including tars, oils and other waste products. A manufactured gas plant operated from the 1880s to 1947 on the site now owned by the NSP Company of Wisconsin. Other historic industrial operations may have contributed to the contamination.

Officials from EPA placed the site on Superfund's National Priority List in September of 2002.

Wisconsin Department of Natural Resources
PO Box 7921, Madison, WI 53707

- In the past, community outreach – public meetings, fact sheets, etc. – helped residents keep up with the progress and issues related to the site investigation and cleanup.

The DNR and EPA will address these and other questions and concerns in the months to come.

Your Preferences for Communication
Residents offered numerous opinions about the best way for the agencies to communicate information and involve the public at key decision points.

- The Ashland *Daily Press* was cited as the main source of general information for site news. Residents also read the Bayfield *County Journal*, *Red Cliff News,* and Bad River's *News from the Sloughs*. For technical information, they prefer to go to a web site or look at site documents in the library.
- Many felt that community meetings are useful; residents particularly want meetings before significant actions, such as the decision on a cleanup plan, so they can ask questions and express opinions for consideration. Some prefer that meetings be held at Our Lady of the Lake church due to its location near the site. Others prefer Wisconsin Technical College because of the availability of modern audio-visual equipment.
- Fact sheets and other handouts are useful when written in non-scientific language whenever possible, and include illustrations when complex technical information needs to be communicated. Fact sheets should be distributed around town in public places such as local businesses and government offices.
- Communication with local civic, environmental and recreational groups is key. Group members indicated a willingness to disseminate information through their organizational newsletters and e-mail distribution lists.
- Web pages, e-mail distribution lists and other forms of electronic communication are of interest to many. Others indicated that many do not have easy access to computers and want information available in the Ashland and tribal libraries.
- Other suggestions for communication included participating in school and church meetings and events, developing portable tabletop displays, and improving the warning signs posted at the site.

The Community Involvement Plan
The agencies invite you to take a look at the community involvement plan, available for review at several area libraries and agency web sites (see below for more information). The plan provides greater detail on the questions and concerns raised, and community involvement and outreach techniques the agencies plan to use in the future. Appendices to the plan provide fact sheets on Superfund, site history, community background, and local and agency contacts. Your comments on the plan and/or thoughts on ways to better involve the public are always welcome.

For More Information
The community involvement plan is available for public review at the following locations:

Vaughn Public Library, 502 W. Main St.
Ashland, Wisconsin
For hours call: 715-682-7060

Bad River Public Tribal Library, 100 Maple St.
Odanah, Wisconsin
For hours call: 715-682-7111 ext. 1532

Red Cliff Environmental Protection Office
86395 Hwy. 13, Brood Stock Building
Bayfield, Wisconsin
To make an appointment call: 715-779-3650

Web Sites
DNR – http://dnr.wi.gov/org/aw/rr/cleanup/ashland.html
DHFS – http://dhfs.wisconsin.gov/eh/PHA/phaindex.htm
EPA – http://epa.gov/region5/sites/ashland

DNR, Northern Region
Jamie Dunn, Project Manager, 715-635-4049
james.dunn@dnr.state.wi.us

Department of Health and Family Services
Henry Nehls-Lowe, 608-266-3479
nehlshl@dhfs.state.wi.us

EPA, Region 5
Bri Bill, Community Involvement Coordinator
312-353-6646 or 800-621-8431
bill.briana@epa.gov

Printed on Recycled Paper

This document may contain some information about certain state statutes and rules but does not necessarily include all of the details found in the statutes/rules. Readers should consult the actual language of the statutes/rules to answer specific questions. 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 Equal Opportunity Office, Department of Interior, Washington, D.C. 20240. This publication is available in alternative format upon request. Please call 608-267-3543 for more information.

United States
Environmental Proection
Agency

Cleanup Investigation Complete; Identifying Options is Next Step

Ashland/Northern States Power Lakefront Site
Ashland, Wisconsin October 2007

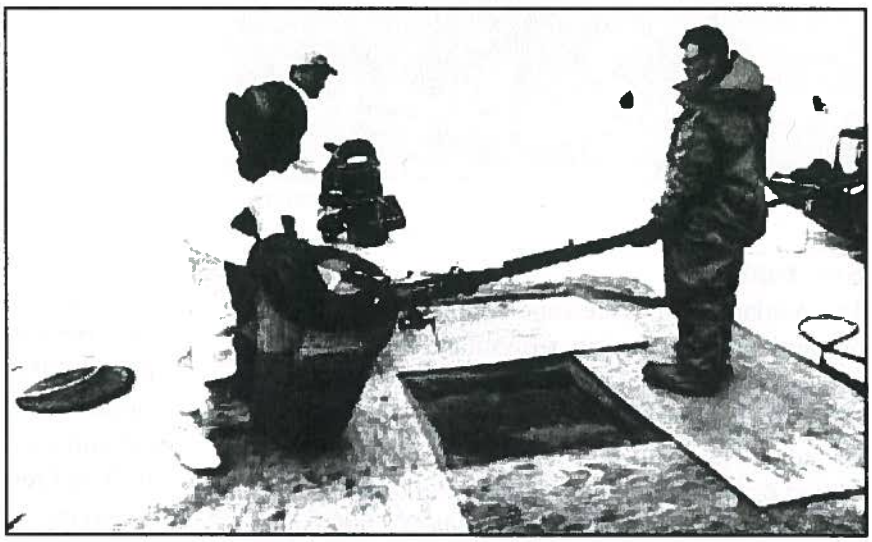
Public meetings

EPA and Wisconsin DNR invite you to two public informational sessions. The first is a public meeting on **Wednesday, Oct. 17** to learn and ask questions about the findings of the remedial investigation and associated human health and ecological risk studies. A representative from the city of Ashland will also give a presentation on the waterfront development plan.

The following week on **Thursday, Oct. 25**, EPA and Wisconsin DNR will host a workshop to give you an opportunity to identify factors you would like the project team -- EPA, Wisconsin DNR, NSPW and consultants -- to consider when developing and evaluating cleanup options. The workshop will begin with the agencies providing an overview of the array of cleanup options that could be applied to the Ashland/NSP Lakefront site. EPA will also describe the nine evaluation criteria required by Superfund regulations. These nine criteria will be used to evaluate each of the proposed cleanup options. The remainder of the workshop will be devoted to answering questions and discussing community viewpoints.

Both sessions will begin at **6 p.m.** and be held at the **AmericInn of Ashland, 3009 Lakeshore Drive.** The project team will be available an hour before the sessions to talk informally with community members.

For questions about the sessions, or if you need special accommodations to attend, please contact Briana Bill at least one week prior to the meeting, using the contact information on Page 7.

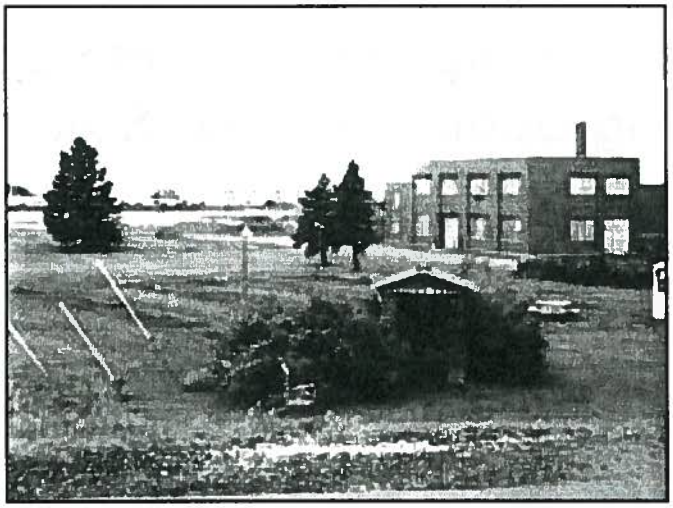


Workers collect sediment samples.

Cleanup of the Ashland/Northern States Power Lakefront site is one step closer to completion now that U.S. Environmental Protection Agency has approved a comprehensive report about the contamination. The study, called a remedial investigation, provides critical information about the extent of the polluted area, contaminants found and risks posed to people and the environment. The project team will use what was learned to develop cleanup options for ground water (underground water supplies), Chequamegon Bay sediment and soil.

EPA and Wisconsin Department of Natural Resources are hosting two public informational sessions on the investigation and next steps in the cleanup process. These sessions will give community members an opportunity to ask questions and make comments. See box (left) for more information. This fact sheet provides a summary of the remedial investigation, which will be the topic of the first meeting scheduled for Oct. 17.

Northern States Power of Wisconsin conducted additional field work for the remedial investigation under federal and state supervision between 2005 and 2006 and completed the analysis and report this month. NSPW did the study as part of an agreement with EPA signed in 2003. The work built upon 13 years of studies conducted by NSPW, Wisconsin DNR and EPA and answered a number of remaining questions about the nature and extent of contamination.



Closed artesian well and former wastewater treatment plant at Kreher Park.

Site history

The Ashland/NSP Lakefront site includes several properties within the city of Ashland and about 10 acres of sediment and surface water in Chequamegon Bay. The properties include those owned by NSPW, Canadian National Railroad, a portion of the city-owned property including Kreher Park and the former wastewater treatment plant, an inlet of Chequamegon Bay, Our Lady of the Lake Church and School, and private residences.

The NSPW property, located on a bluff overlooking Kreher Park, is the site of a former manufactured gas plant that began operation in 1885, producing gas for street lighting and other residential and commercial uses. It ceased operation in 1947 when it switched to propane distribution.

Kreher Park did not exist before the late 1800s as the Chequamegon Bay shoreline was much closer to what is now the Canadian National Railroad corridor. Kreher Park was created by placement of various fill materials into the bay through the decades. The eastern portion was filled with sawdust, wood waste and other material from local sawmills that operated until the early 1930s. Solid waste, primarily demolition debris, was disposed of along the western side of the property in the 1940s.

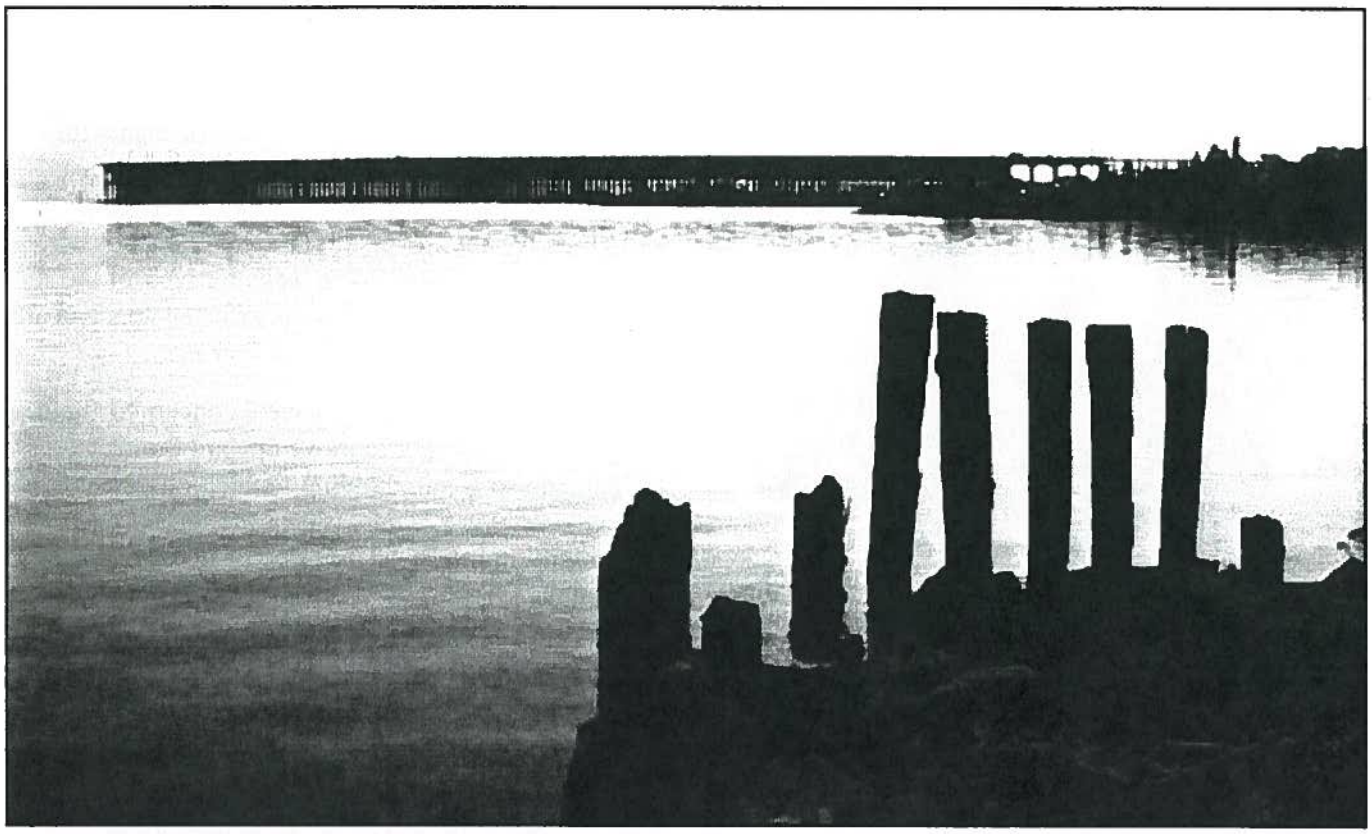
Contaminants of concern at the site include tar, oil and other materials. This waste was generated at the former manufactured gas plant. Waste material moved from the former manufactured gas plant to the park via a ravine, and later through a 12-inch clay tile pipe laid inside the ravine. Later, after Kreher Park was formed from fill, additional pipes and a ditch may have conveyed waste to the bay. Other activities in the area, including possible wood treatment at local sawmills and construction in the 1950s of the former wastewater treatment plant in what is now Kreher Park, may have added to the contamination.

Site contamination was discovered in 1989 while the city was preparing to expand the former wastewater treatment plant. During excavation, workers encountered tar. This discovery led to a series of investigations by Wisconsin DNR and NSPW to assess the nature and extent of contamination at Kreher Park, NSPW property and Chequamegon Bay. Two interim measures have been implemented to date. NSPW began pumping ground water in 2000 from the Copper Falls aquifer, a thick water-bearing formation composed of layers of sand and gravel lying beneath the area. The pumped water is treated at the NSPW plant and discharged into the city's sanitary sewer. In 2002 NSPW dug out contaminated soil and waste at a seepage point at the base of the bluff and removed much of the 12-inch clay pipe in the ravine. This area was then covered with clean material and fenced. NSPW also drilled a well to extract ground water and pump it to the treatment system on the bluff. To date, more than 1.7 million gallons of contaminated water has been pumped out, yielding about 10,000 gallons of a coal tar and water mix. This has reduced the contaminant mass in the Copper Falls aquifer.

In response to a citizen's petition and to address long-term issues, EPA added the site to the National Priorities List, a roster of waste sites eligible for cleanup under the federal Superfund program. NSPW subsequently signed a legal agreement in 2003 to conduct a remedial investigation and feasibility study. The remedial investigation is now complete and approved by the agencies.

Site contamination

The investigation confirmed that contaminants are present in soil and ground water throughout the site, as well as in the sediment near the shore of Chequamegon Bay. The contaminants at the site are typical of those associated with manufactured gas waste and include benzene, arsenic, lead and polycyclic aromatic hydrocarbons, or PAHs.



Sunset along the shore.

Over time, the coal tar has separated into both floating and sinking masses of "free product" contamination that does not readily mix with water. The floating portion typically contains the lighter volatile organic compounds such as benzene, while the sinking material contains the heavier PAHs such as naphthalene. Free product exists throughout the site including the filled ravine, Kreher Park fill, sediment, shallow ground water and the deeper Copper Falls aquifer. Additionally, contaminants in the aquifer have mixed with the water, creating a so-called dissolved phase which extends from the former ravine to the bay. Finally, where contaminants have evaporated when exposed to air between soil particles, vapor has formed. These various phases and types of contamination, each with its own chemical and physical characteristics, complicate the cleanup process.

Health risks to people

An important part of the remedial investigation included "risk assessments" to estimate how people and wildlife could be harmed by the pollution if the site is not cleaned up and warning signs and fencing were removed. As explained below, risks vary depending on the types and levels of substances found and ways people and wildlife could come in contact with them. It is important to understand that a human risk assessment does not determine if people have already been harmed by contamination. Instead, it analyzes the specific uses of the site to identify what categories of people could be exposed (such as swimmers, utility workers, children playing,) how they could be exposed (inhalation, touching contaminants, eating or drinking), what chemicals are present in sufficient quantities to cause harm, and the toxicity or hazard level of the contaminants themselves. Combined with field sampling data, scientists use this information to produce an estimate of the risks posed by the site that gives the agencies the necessary information to determine what cleanup is necessary to make the area safe for its intended future uses.

Ground water

Much of the ground water underlying the site is contaminated with free product and dissolved contaminants. Tests have revealed contaminants to a depth of 70 feet and dissolved contaminants and free product as deep as 185 feet. This contaminated

Crews take a sediment core.

ground water is found within the Copper Falls aquifer. Contaminated ground water beneath the NSPW facility has migrated toward Chequamegon Bay underneath homes on St. Clare Street, Our Lady of the Lake Church parking lot and portions of Kreher Park. Ground water in the vicinity of the Ellis Avenue marina parking lot has tested clean. The remedial investigation study also found it unlikely that contamination has entered the bay via ground water in the Copper Falls aquifer. This is because overlying clay (Miller Creek rock formation) thickens and slopes toward the bay, helping to separate the shallow contaminated portion of the Copper Falls aquifer from the lake near shore. This finding is important, as it means it is unlikely that contaminated ground water from the deep Copper Falls aquifer is polluting the sediment. However, it is still possible contaminated water in the Kreher Park fill material can taint the sediment.

Artesian water: In much of the affected ground water, contaminant levels exceed state and federal guidelines for drinking water. In fact, due to concerns about the potential for contamination, EPA and Wisconsin DNR recommended the city close the two artesian wells in Kreher Park used by residents for filling water jugs. The wells, closed in 2004, have always tested clean and therefore have not been permanently shut down in hopes that one day the wells can be reopened. (The wells far west of the site along the lakefront are not in the affected area and are tested by the city several times a year.)

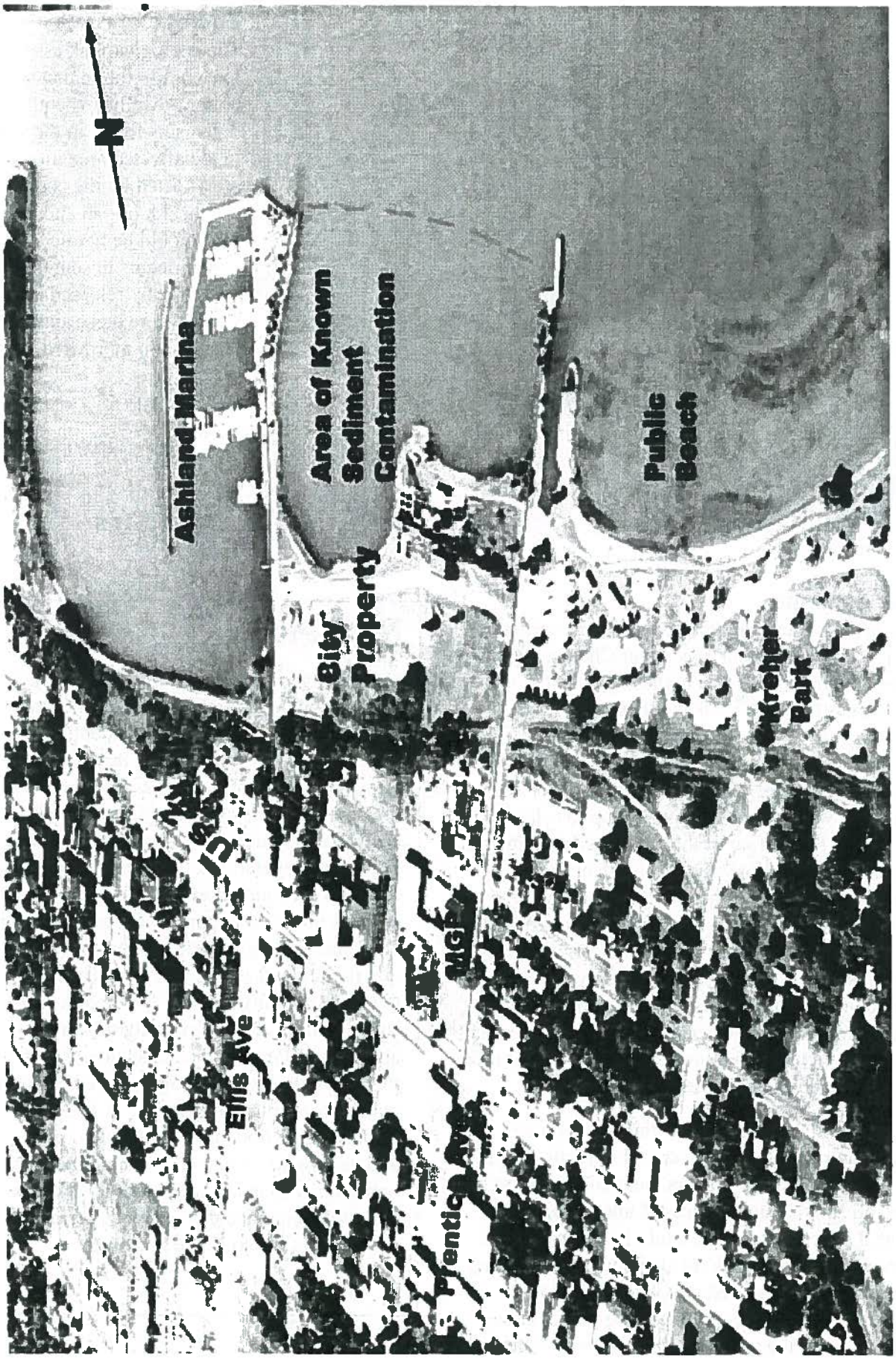
Vapor: Because the agencies were concerned about the potential for vapor to move upward through the soil and seep into building foundations, NSPW collected "soil gas" samples near the former gas plant buildings on St. Clare Street. Although samples showed the presence of vapor in the NSPW building, the tests also revealed that soil vapor is not migrating away from the property, which is good news for nearby residences and the school.

Kreher Park soil and ravine

Subsurface soil and fill material in portions of Kreher Park and soil at the top of the bluff fronting the park is highly contaminated. Fortunately, tests show that surface soil is clean and poses no direct contact risk to visitors. However, construction and utility workers digging into the underlying fill and soil in these areas could be exposed to unsafe levels of contamination and would need to wear protective gear until a cleanup takes place.

The former wastewater treatment plant could pose potential harm due to the presence of contaminants in ground water seeping into the basement and indoor air vapor. However, the building is locked and partially fenced and no one works inside the building any longer. The health risk study noted that additional testing would be necessary to better understand the potential health risks for those needing to enter the facility in the future.

One particular area of concern to the agencies is the filled former ravine where waste from the manufactured gas plant and other locations was discharged. The ravine contains both free product and dissolved chemicals. Although the 2002 work eliminated any short-term danger to visitors, the ravine could pose risks to construction or utility workers who might have to dig in the area.



Aerial view of the site.

Coal tar and oil sample.

Ecological risks

The ecological risk assessment for wildlife found that small bottom-dwelling (benthic) organisms living in the sediment in the affected area most likely are affected by the contaminants. The health of fish and aquatic birds could be harmed as contaminants in sediment are sporadically released into the water where these animals are living, eating or reproducing.

Lake sediment

The remedial investigation study confirms earlier investigations that about 10 acres of Chequamegon Bay are contaminated. The highest levels of contaminants are found offshore between Ellis Avenue and the Kreher Park boat ramp near Prentice Avenue. Both free product and dissolved contaminants are present in sediment. A layer of wood waste which in some places is up to 6-feet deep, lies on the bottom of the bay. The investigation helped answer questions about the extent and potential sources of sediment contamination to the bay. Until the completion of the study, the project team was not certain if the ravine and former tile pipe and open sewer system were the primary conduit of manufactured gas plant waste from the plant to the bay, or if ground water carried contaminants as well. The study concluded that ground water is contributing little, if any, additional contamination.

Contamination exists mainly within the sediment and wood waste rather than the water. However, when the sediment is agitated by waders, boat anchors or strong waves, oil and tar can be released into the water, causing a slick to form. The study found that people who come in contact with oil slicks while swimming or wading are at increased risk for developing a variety of health problems. Signs are posted along the shore and in the water to warn visitors of the risk.

Next steps

Completion of the remedial investigation marks a milestone toward the cleanup of the site. Now the project team has turned its attention toward developing a feasibility study that presents an array of cleanup options. The study will outline the pros and cons of each option and compare each against nine criteria required by federal Superfund regulations. Community acceptance is one of the nine criteria so while the feasibility study is in the early phases, EPA and Wisconsin DNR are hosting a public workshop Oct. 25 so that participants can identify factors important to the community. NSPW is scheduled to submit a draft feasibility study this fall. Once approved, EPA with the assistance of Wisconsin DNR will develop a set of proposed cleanup and management plans for the site. EPA will hold a comment period, and host a public meeting and hearing to give residents and others an opportunity to make comments for the record. EPA will announce the comment period and meeting via a mailer like this one.

What new information was gained?

Many in the Ashland community are aware the site had been investigated prior to the area being put on the Superfund NPL list in 2002. The field work conducted for the recent remedial investigation helped to address the following questions:

- What is the horizontal and vertical coverage of the dissolved phase and free-product contamination in the ground water? How does the interaction between the ground water and bay affect contaminant movement?
- What is the extent of sediment contamination in Chequamegon Bay?
- What are the effects on surface water from sediment and ground water contamination and runoff from soil?

To this end, more than 2,000 additional samples of ground water, soil, soil gas, sediment, surface water and fish tissue were collected, many from new sampling locations.

For more information

The remedial investigation and other documentation will soon be available for review in four information repositories and on EPA and Wisconsin DNR Web sites:

www.epa.gov/region5/sites/ashland/
www.dnr.state.wi.us/org/aw/rr/cleanup/ashland.html

Vaughn Public Library
502 W. Main St.
Ashland
For hours of operation, call 715-682-7060.

Bad River Public Library
100 Maple St.
Odanah
For hours call: 715-682-7111 ext. 1532.

Wisconsin DNR Spooner Service Center
810 W. Maple St.
Spooner
To make an appointment call, 715-635-4049.

Red Cliff Environmental Protection Agency Office
86395 Hwy. 13, Brood Stock Building
Bayfield
To make an appointment call: 715-779-3650.

The EPA and Wisconsin DNR project team can be reached at:

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77 W. Jackson Blvd. (P-19J)
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800-621-8431, 9 a.m. - 4:30 p.m. weekdays

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Remediation and Redevelopment Program
Dept. of Natural Resources
107 Sutliff Ave.
Rhinelander, WI 54501
john.robinson@wisconsin.gov
715-365-8976
(To be added to the site mailing list, contact John Robinson.)

Jamie Dunn
Project Manager, Wisconsin DNR
810 W. Maple St.
Spooner, WI 54801
715-635-4049
jamie.dunn@wisconsin.gov

Public meetings

EPA and Wisconsin DNR invite you to two public informational sessions on the Ashland/NSP Lakefront site:

Remedial Investigation Findings Meeting
Wednesday, Oct. 17, 6 p.m.

Feasibility Study Workshop
Thursday, Oct. 25, 6 p.m.

Both sessions will be held at the American of Ashland, 3009 Lakeshore Drive.

SEE INSIDE FOR DETAILS

EPA
United States
Environmental Protection
Agency

Region 5
Office of Public Affairs (P-19J)
77 W. Jackson Blvd.
Chicago, IL 60604

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ASHLAND/NORTHERN STATES POWER LAKEFRONT SITE:
Cleanup Investigation Complete; Identifying Options is Next Step

State of Wisconsin

Department of Health Services
Division of Public Health

Health Information for Hazardous Waste Sites

Ashland/Northern States Power Lakefront Site

City of Ashland, Wisconsin
Update – November 2008

The August 2007 Remedial Investigation (RI) report, conducted by Northern States Power Wisconsin (NSPW), reaffirms that there are significant manufactured gas plant (MGP)-related contaminants at the site. The Human Health Risk Assessment portion of the RI report also verifies the findings of past investigations and assessments that contamination in certain areas of the site poses a health concern. The full RI report and additional information are available at the U.S. EPA website on the Ashland/NSP Lakefront Site: www.epa.gov/region5/sites/ashland/.

Health Concerns Summary: Findings of the RI report supports continuing practices and actions to protect the public from unsafe exposures to site-related contamination. People should not swim, wade, or boat in restricted areas of Chequamegon Bay of Lake Superior at the site because they can come in contact with tar or oily slicks on the water, which may cause skin or eye irritation. People should notify agencies if they notice oily slicks on water or tar odors at the site. Sport fish from the site do not contain harmful levels of site-related contamination, but recent testing of some rainbow smelt found unacceptable contaminant levels. Agencies plan to retest smelt during Spring 2009. People should continue to follow the general Lake Superior fish consumption advice (available from the Ashland County Health Department). The public can safely use the nearby beach and boat ramp in Kreher Park.

The Wisconsin Division of Public Health (DPH) continues to assess this site's present and future threats to public health. This fact sheet summarizes DPH's conclusions and recommendations to protect public health, which are based on investigations by the Department of Natural Resources, U.S. Environmental Protection Agency, and Northern States Power Wisconsin. (Recommendations by DPH appear in italics)

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The Ashland/Northern States Power site is 12 acres covering several properties within the City of Ashland, and about 10 acres of sediment and surface water of Chequamegon Bay.

PROBLEM SUMMARY

MGP Waste Contains Hazardous Chemicals

The site is contaminated by chemicals associated with MGP wastes, which typically includes solid waste and a complex mixture of chemicals. The most harmful chemicals are in classes called polycyclic aromatic hydrocarbons (PAHs) and volatile organic compounds (VOCs). Certain PAHs and VOCs increase a person's risk of cancer if they have regular contact with high levels over a long time (like in a work setting). When sensitive people are exposed to PAHs, even over short periods of time, they report skin irritation, eye irritation, headaches, dizziness and nausea. None of these MGP chemicals are likely to build up in tissue or the food chain by being passed from one animal to another.

When MGP wastes are buried, people are not exposed and the chemicals may remain unchanged for decades. However, as the wastes are disturbed, some of the chemicals can dissolve in water or disperse into air, where people can become exposed.

CURRENT SITE CONDITIONS

While sub-surface soils and groundwater at portions of the upper bluff and Kreher Park are contaminated by PAHs and VOCs, these areas are safe for use because where contamination exists in deeper soils, clean surface soils provide a good barrier. People do not use groundwater from the area of Kreher Park as their primary source of drinking water. Ashland residents have a municipal water supply that provides safe drinking water and comes from much further out in Chequamegon Bay. The two artesian wells in Kreher Park have also provided clean and safe drinking water, but are located very close to contaminants and were closed as a precautionary measure.

The bay adjacent to Kreher Park has 10 acres of contaminated sediments that can release oily slicks as a result of human activities or natural causes, such as high waves. Warning buoys and signs are placed around the area of affected sediments.

HEALTH CONCERNS AND RECOMMENDATIONS

People might come in contact with MGP waste, contaminated water, and oily slicks as they swim, wade, fish, or moor their boat (in the restricted zone) at Kreher Park.

People should avoid swimming, wading, and boating in the restricted zone. Pets should also be prevented from swimming or wading in this area. Prop wash or boat anchors can disturb the waste, sending oily slicks to the surface of the water. Contact with oily slicks may cause eye or skin irritation. Contact may also cause the skin to become more sensitive to light and other sources of UV, a condition called photosensitivity. Photosensitivity can result in an increased risk of sunburn. If people get the oily substance on their skin, they should wash the skin right away with soap and water. If their eyes are affected, they should flush their eyes with water. The selected cleanup should eliminate human exposure to chemicals in sediments and surface water.

MGP waste chemicals evaporate when exposed to air and many can have strong odors. When sensitive people inhale MGP waste chemicals, they report headaches, dizziness and nausea. Contractors will carefully control odors during cleanup activities.

Several residents recently reported odors in Kreher Park that may be coming from contaminated sediments. Some people have also observed and photographed tar slicks on surface water at the site. *The public should notify agencies about any odors or slicks they notice at the site.* Agencies want to better understand the frequency of and chemicals in the air associated with these coal tar slicks and odors at the Ashland/NSP Lakefront. *If you notice a tar slick on the water or odor in the air please immediately contact Chris Saari at the DNR 715-685-2920 or the Ashland County Health Department at 715-682-7004. Staff are ready to collect air and water samples for testing.*

Sport fish from the site have been tested and are safe to eat. However, some rainbow smelt from the site were found to have high levels of PAHs. This past spring, agencies did not find smelt at the site because runoff clouded the Bay's water and the fish spawned elsewhere. In 2009, agencies will again attempt to collect smelt samples in and around the site to better understand contaminant levels in these fish.

People should continue to follow fish consumption advice for Lake Superior and avoid smelt fishing in the contaminated area. Recommendations are found in the booklet, "Important Health Information for People Eating Fish from Wisconsin Waters" which is available from the Ashland County Health Department.

FUTURE PUBLIC HEALTH ACTIVITIES

The Ashland County Health Department and the Wisconsin Division of Public Health will continue to work on health related issues at this site. We will review sampling information, talk to concerned residents, meet with other agencies and make recommendations. We are available to discuss your health concerns.

RESOURCES

If you think you may be sick from site chemicals, contact your doctor. Explain your situation and how you may have been exposed. Doctors are welcome to contact either the Ashland County or State Health Departments for more information about this site.

CONTACTS

Ashland County Health Department
Terri Kramolis, (715) 682-7028
tkramolis@hsd.co.ashland.wi.us

Wisconsin Department of Health Services
Henry Nehls-Lowe, (608) 266-3479
henry.nehls-lowe@wisconsin.gov

DNR Northern Region
Jamie Dunn, (715) 635-4049
james.dunn@wisconsin.gov

U.S. EPA, Region 5
Scott Hansen, (312) 886-1999
hansen.scott@epa.gov

FOR MORE INFORMATION

Official documents and records for this site can be found at the:

Vaughn Public Library
502 W. Main Street Ashland, WI 54806
For hours call: (715) 682-7060

Bad River Public Tribal Library
100 Maple St., Odanah, WI, 54861
For hours call: (715) 682-7111 ext. 1532

Red Cliff Environmental Protection Office
88395 Pike Rd., Hwy 13, Bayfield, WI, 54814
For hours call: 715-779-3650

WEB SITES

DNR – www.dnr.wi.gov/org/aw/rr/cleanup/ashland.html
EPA - www.epa.gov/region5/sites/ashland/
DHS – www.dhs.wisconsin.gov/eh/wisites/

Prepared by
Wisconsin Department of Health Services
and funded in part by the
U.S. Agency for Toxic Substance and Disease Registry
PPH-7144 (Rev. 11/2008)

Tommy G. Thompson
Governor

Joe Leean
Secretary

State of Wisconsin

Department of Health and Family Services

DIVISION OF HEALTH

BUREAU OF PUBLIC HEALTH
1414 EAST WASHINGTON AVE
MADISON, WI 53703-3044

(608) 266-1251

October 27, 1999

To Whom It May Concern:

Please find enclosed, for your review, the Public Health Consultation for "Contaminated Chequamegon Bay Sediments", City of Ashland, Ashland County, Wisconsin.

This document was prepared by the Wisconsin Department of Health and Family Services, Division of Public Health, through a grant with the federal Agency for Toxic Substances and Disease Registry.

If you have any questions please feel free to contact Henry Nehls-Lowe at (608) 266-3479 or Chuck Warzecha at 608) 267-3732.

PUBLIC HEALTH CONSULTATION

Contaminated Chequamegon Bay Sediments
at Kreher Park
City of Ashland, Ashland County, Wisconsin

Fish Tissue Exposure Investigation

October 15, 1999

Prepared by

Wisconsin Department of Health and Family Services
Under Cooperative Agreement with the
Agency for Toxic Substances and Disease Registry

Summary

People catch fish from Chequamegon Bay, at Kreher Park, in the city of Ashland, Wisconsin. Sediments in this area contain polycyclic aromatic hydrocarbons (PAHs). PAHs in fish from Chequamegon Bay at Kreher Park are not a health concern for people who eat these fish daily. Fish consumption advisories for fish in Lake Superior are for mercury and polychlorinated biphenyls (PCBs), which are probably not related to contamination at Kreher Park. Future investigations of Chequamegon Bay sediments at Kreher Park should consider testing for mercury and PCBs. People who eat sport fish should follow advice of the fish consumption advisories. Contaminated sediments at Kreher Park continue to be a health hazard. People should not touch tar slicks or disturb the contaminated sediments.

Background

Questions have been raised about whether fish from the affected Ashland lakefront have elevated concentrations of polycyclic aromatic hydrocarbons (PAHs) and if these fish are unsafe to eat. Chequamegon Bay is a diverse and productive fishery. Kreher Park is located in between a public boat ramp and a marina, and people are often seen fishing in this area.

Sediments in Chequamegon Bay (Lake Superior) in front of Kreher Park, in the city of Ashland, are contaminated with PAHs[1]. This contamination is suspected to be related to a manufactured gas plant that operated in Ashland from the 1880s until 1947. In 1995, the Wisconsin Department of Health and Family Services (DHFS) evaluated the contamination at Kreher Park and concluded that PAHs in Chequamegon Bay sediments pose a public health hazard to people who come in contact with coal tar slicks released from affected sediments[2]. People should continue to avoid direct contact with contaminated sediments and tar slicks. Since 1995, the Department of Natural Resources (DNR) has taken actions to minimize human contact with the contamination:

- DNR posted the lakefront at Kreher Park with signs that alert park users about the hazards from contaminated sediments and tar slicks.

- DNR placed buoys across the harbor to notify boaters not to enter the area.

PAHs are a group of chemicals that are formed during the incomplete combustion of organic material, including wood, petroleum, and coal. PAHs can be formed by either natural or manmade processes. Certain PAHs cause cancer in laboratory animals when inhaled, ingested, or touched to the skin over long periods[3]. PAHs do not tend to bioconcentrate in human tissue. Various studies have found that when PAHs are ingested by vertebrates (such as fish), they are rapidly transformed into PAH metabolites, which are then eliminated from the body by excretion through the bile[4,5]. Measuring PAH metabolites in bile is a common approach to evaluating adverse PAH exposures in fish[6]. Despite the biologic processes for

quickly removing PAHs from the body, investigations at some sites with high PAHs in lake sediments have found elevated PAHs in edible fish tissue[7].

Fish Tissue Sampling

To address the question about whether the fish are safe to eat, DNR and DHFS staff collected fish from the Chequamegon Bay at Kreher Park. Tissue samples from these fish were then analyzed for PAHs. Staff followed the DNR Field Procedures Manual for the collection and preparation of fish samples[8]. DNR Fisheries Management staff from the Bayfield office conducted three rounds of fish collection at the Ashland lakefront. A total of 27 fish were collected that represented 13 different species (Table 1). On May 18, 1998 and May 28, 1999, thirteen and nine fish, respectively, were collected from fyke nets that were set along the shoreline in approximately six feet of water and at the outer edge of the harbor. On October 14, 1998, electro-shocking activities produced five fish from the Kreher lakefront.

Table 1: Fish Collected from Chequamegon Bay, Lake Superior
at Kreher Park, City of Ashland
Ashland County, Wisconsin

Common & Scientific Name	Date & Number Collected		
	5/18/98	10/14/98	5/28/99
Brown Bullhead (*Ictalurus nebulosus*)	0	0	1
Brown Trout (*Salmo trutta*)	0	1	0
Rainbow Trout (*Salmo gairdneri*)	0	1	0
Largemouth Bass (*Micropterus salmoides*)	0	1	0
Smallmouth Bass (*Micropterus dolomieiu*)	1	0	0
Rock Bass (*Ambloplites rupestris*)	4	0	0
Pumpkinseed (*Lepomis gibbosus*)	1	0	0
Northern Pike (*Esox lucius*)	1	0	0
Walleye (*Stizostedion vitreum vitreum*)	1	0	1
Yellow Perch (*Perca flavescens*)	0	0	1
Shorthead Redhorse Sucker (*Moxostoma anisurum*)	2	0	1
Silver Redhorse Sucker (*Moxostoma macrolepidotum*)	0	0	1
White Sucker (*Catostomus commersoni*)	3	2	4

Fish were identified, measured, and individually wrapped, and a completed collection data card was attached to each specimen. Specimens were transported to the Wisconsin State Laboratory of Hygiene (WSLH), in Madison, where they were frozen. Fish were thawed immediately prior to sample preparation, and two scaleless skin-on fillets were removed from each specimen (with the exception of two Shorthead Redhorse Suckers, *Moxostoma anisurum*,

collected on May 18, 1998, which were each prepared as whole fish samples). Both fillets and whole fish samples were then ground and submitted for polycyclic aromatic hydrocarbon analysis using WSLH Method 1460[9], which targets 16 different PAHs, including the seven classified by the U.S. Environmental Protection Agency (EPA) as "probable human carcinogens."

The fish tissue concentration reported for each PAH analyte was then compared to the lowest available health-based comparison concentration. Comparison PAH concentrations, in micrograms of PAH per kilogram of fish (μg/kg), were derived based on the following exposure assumptions: a 70 kilogram adult eating 54 grams of fish per day, for a lifetime of 70 years. Carcinogenic PAHs were compared to fish tissue concentrations that represented an increased lifetime excess cancer risk 1 in 1,000,000. Non-carcinogenic PAHs were compared to fish tissue concentrations equivalent to the U.S. EPA Reference Dose (RfD). Carcinogenic and Reference Dose values were obtained from the U.S. EPA's Integrated Risk Information System (IRIS).

Discussion

Results indicated that fish tissue had quantifiable concentrations of six different PAHs (Table 2). The highest levels measured for five of the six detected PAHs (acenaphthene, anthracene, fluorene, naphthalene, and phenanthrene) were in a whole fish sample obtained from a shorthead redhorse sucker, *Moxostoma anisurum*, collected on May 18, 1998. All other results were from skin-on fillet samples.

Table 2: Polycyclic Aromatic Hydrocarbon Concentrations
Fish Tissue Samples
Kreher Lakefront, Chequamegon Bay
City of Ashland, Wisconsin
All Concentrations in micrograms per kilograms (μg/kg)

Analyte	Lowest Level Detected	Highest Level Detected	Frequency of Detection	U.S. EPA-Region III Screening Values
Acenaphthene	17	200	10/27	81,000
Acenaphthylene	-	8	1/27	n/a
Anthracene	9	21	2/27	410,000
Fluorene	-	73	1/27	54,000
Naphthalene	22	110	10/27	54,000
Phenanthrene	17	79	5/27	n/a

- = not found
n/a = not available

Conclusions

1. People catch fish from Lake Superior, at Kreher Park, Ashland. Sediments in this area contain elevated concentrations of polycyclic aromatic hydrocarbons (PAHs).

2. PAHs measured in fish from the Ashland lakefront do not represent a health concern for people who eat fish every day.

3. Fish consumption advisories for fish in Lake Superior are for mercury and polychlorinated biphenyls (PCBs), which is probably not related to PAH contaminated Chequamegon Bay sediments at Kreher Park.

4. PAHs in sediments of Chequamegon at Bay Kreher Park remain a public health hazard.

Recommendations

1. People should continue to follow advice about fish consumption advisories for Lake Superior, as described in the booklet, "Important Health Information for People Eating Fish from Wisconsin Waters."

2. Further investigations of Chequamegon Bay sediments at Kreher Park should consider testing for mercury and PCBs.

3. People should avoid touching or disturbing tar slicks and contaminated sediments at Kreher Park.

Public Health Action Plan

DHFS will continue to work with DNR to issue the fish consumption advisory.

DHFS will work with DNR in evaluating whether Chequamegon Bay sediments should be tested for mercury and PCBs.

DHFS will work with DNR and local officials to ensure that signs warning about contaminants are maintained. DHFS will also determine if other health education efforts will help decrease contact with contaminated sediments.

Consultation Preparer

Henry Nehls-Lowe
Bureau of Environmental Health
Division of Public Health
Wisconsin Department of Health & Family Services

Iron Mountain *(Cont. from p. 110)*

A fifth record of decision for the site deals with discharges into a local reservoir and dredging of sediments "to prevent contamination of spawning grounds," Sugarek said.

"We're in active design on that component," he comments. "We basically are looking at another year to complete design of the sediments remedy. Then we'll be ready to go into construction," he explained.

The EPA completed a removal action last summer in an area where mining companies used to load railcars. That work involved removal of 30,000 cubic-yards of waste pile materials, as part of the "Rails-to-Trails" initiative, Sugarek reported.

The EPA reached a settlement of nearly $1 billion in 2000 with one of the potentially responsible parties at the site, Aventis CropSciences USA, to provide for cleanup over the next 30 years. However, the recent EPA report notes that cleanup, containment and monitoring efforts likely will have to continue at the site for a long period.

Estimates indicate that given current rates of erosion, Iron Mountain will continue to produce acid drainage for 2,500 to 3,000 years, until the estimated 12 million tons of sulfide deposits remaining in the mountain have weathered away. But Sugarek, who has been involved with the site for two decades, said the cleanup work is proving successful.

"There has been a definite improvement in the river," he commented.

Contact: Rick Sugarek, EPA, (415) 972-3151.

Investigations

Federal, State Officials Take Closer Look at Ashland Superfund Site

State and federal officials are reviewing new reports on investigations at the Ashland/Northern Sates Power Lakefront Superfund site in Wisconsin to determine what remedial actions should be taken at the waterfront location.

A feasibility study on possible remediation strategies could come early next year, the EPA reports.

The site on the shore of Chequamegon Bay on Lake Superior consists of several properties totaling about 20 acres owned by Northern States Power Co. (doing business as Xcel Energy), Canadian National Railroad (formerly Wisconsin Central Limited Railroad) and the City of Ashland.

Ten acres of contaminated lake sediment offshore also are considered part of the site. Prior to the 1880s, the bay shoreline was located near what is now the Canadian National Railroad rail corridor.

The city-owned property, including an area now known as Kreher Park, was created by placement fill materials into the bay. The EPA reports the fill material in the eastern portion consisted of sawdust, wood and wood waste, demolition debris and other waste materials from sawmills in the area which operated from the 1880s until 1932. The western portion was filled primarily with wood, demolition waste and other waste material from the Ashland area.

A former manufactured gas plant, which operated from the 1880s until 1947 at the site, now houses a system for pumping and treating oil and tar from underlying groundwater. Contamination at the site was discovered in the late 1980s when workers excavated a trench for a sewer line.

Oil, Tar, Other Wastes

The state began investigating the site in 1993. Contaminants found in groundwater, sediments and a buried ravine include oil, tar and other wastes consisting of poly-aromatic hydrocarbons (PAHs), volatile organic compounds (VOCs) and metals, the EPA reported.

Contamination was found to a depth of 70 feet within the Copper Falls aquifer. Two artesian wells have been closed because of health concerns, and access to part of the bay and shore has been restricted to boats and swimmers because oil and tar can be released to form a slick when the sediments are agitated.

The contaminants can cause skin irritation and increased sun sensitivity, EPA noted.

A residential area adjacent to the site also has been found to be contaminated. The site was placed on the National Priorities List in September 2002.

Beginning in 1994, various parties have carried out of supervised environmental investigations and interim cleanup projects at the site. That work has included removal of contaminated material from the ravine and pumping and treatment of groundwaters.

Xcel Energy, under a 2003 agreement with EPA, has continued field work and completed a remedial investigation and feasibility study on the site.

(Continued on p. 112)

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Ashland *(Cont. from p. 111)*

Briana (Bri) Bill, the EPA Region 5 community involvement coordinator, said the new information is being reviewed by the EPA, Wisconsin Department of Natural Resources and representatives of the Red Cliff and Bad River tribes. "There is considerable new data — on sediments, fish tissue, groundwater under the old plant," Bill reported.

Bill added that the EPA also is looking at the possibility of a demonstration project involving "innovative technology" for groundwater treatment at the site, but said no decision has been made on such an initiative. Since the investigation report is completed, the EPA expects to be seeking responses from potentially responsible parties "in the next few months, she said.

A record of decision could come in 2007.

Contact: Briana Bill, EPA Region 5, (312) 353-6646.

Davie Landfill Ticketed For Superfund Delisting

Unless there are protests, the EPA will remove a Broward County, Fla., landfill from the Superfund list Aug. 21. The 210-acre Davie Landfill now is the site of Davie's Vista View Park, which takes up 160 acres of the Superfund location.

Local residents and officials expressed concerns over health and safety issues when the park project was proposed, but those concerns were addressed through public outreach and education efforts, according to the EPA. The park now has become a popular recreation location in an area experiencing rapid population growth, the agency reported.

The landfill was owned and operated by Broward County since 1971, and was placed on the National Priorities List in 1983. The facility included a 30-acre asphalt-lined sanitary landfill, an 80-acre trash landfill and a 10-acre wastewater sludge lagoon. The facility began accepting trash and ash from the county's garbage incinerator in 1964, and the sanitary landfill was opened in 1975 upon closure of the incinerator. In 1971, the sludge lagoon was constructed in an unlined natural depression to accept septic tank wastes and municipal sludges. The lagoon was closed in 1981.

Biscayne Aquifer Contamination

The primary concern at the site is contamination of the Biscayne Aquifer, a sole-source water supply for residents in the area west of Fort Lauderdale, from leachate from the lagoon, the EPA reported. Ammonia, arsenic, chromium, iron and lead were detected in monitoring wells near the lagoon, and various organic and volatile organic compounds were found in the groundwater, the agency noted. Remedial action at the site has included excavation and stabilization of the sludge lagoon contents, which was completed in 1989.

A number of studies by the county and its consultants and state and federal agencies were conducted during the course of investigations and construction activities at the site, EPA noted. Twenty-three monitoring wells were installed in areas of the contaminated groundwater plume and areas influenced by the plume.

Analysis of samples has indicated no pollutants currently are present at levels that would violate water quality standards or pose a threat to human health, according to EPA. A final record of decision signed in August 1994 included natural attenuation of groundwater contamination, an operations and maintenance program with on-site and off-site sampling of wells. Broward County completed public water line extensions in 1996 for all residents adjacent to the site or who previously had detected groundwater contamination.

The first five-year review of the site occurred in May 2000, with a second review conducted in June 2005. "The final report concluded that the site remains protective of human health and the environment," the EPA noted.

Vista View Park was opened in July 2003. Recreation facilities in hiking, bike and horse trails; picnic shelters and a catch-and-release fishing pond. One of the most popular features is the 65-foot mound of capped waste material, which represents a vantage point for visitors in an otherwise flat landscape. The remaining 50 acres of the landfill site include a second mound where garbage was buried while the facility was in operation. That mound has been capped and vegetated, but is fenced and off-limits to the public because of continued settling and a gas collection system, EPA reported. The park eventually may be extended to include that area, the agency noted.

Contact: Dawn Harris-Young, EPA, (404) 562-8421.

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END

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the most part.

Continued on page 8 column 6

Schroeder Lumber Mill Docks are Being Dismantled

The yards of the Schroeder Lumber Co., mill on the bay front which has been closed for almost six years have again taken on the appearance of activity they once had when the mill was one of Ashland's leading industries.

For the first time since the mill closed operations, the buzzing of saws and the cutting of wood can be heard and groups of men can again be seen piling wood. For over a week, men have been at work dismantling the lumber docks which stretch from Ellis to Stunts avenue, and after cutting the wood into fourteen inch blocks, pile it up near the shore.

The six docks, which carried millions of feet of lumber on three wheel lumber buggies when Schroeders was booming, have been purchased by Charles W. Smith, foreman at the mill for twenty three years and he has put about twelve men to work tearing down the sixteen square foot structures. The six docks are made of the choicest of dry, maple hardwood and hemlock. Mr. Smith is selling some and cutting the rest into wood blocks.

The process by which the docks are being torn down is most interesting. With the aid of horses, a Cable and a double block ten to eighteen bents of the docks are pulled down with one pull. As the bents hit the ground, they sound like a cyclone and snow flies in all directions.

This work was started a week ago Thursday and it is expected to last another month. The employes are given wood for their work, by Mr. Smith who is supervisor.

Throughout the country, wood is transferred by rail rather than by boat as was the case when Schroeder's was going. Since the mill may be leased, it is planned to lay sidetracks and ship the wood to other cities by railroad.

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Public gets look at plans for Superfund investigation

Two-year study process outlined for contaminated site

By RICK OLIVO
The Daily Press
Last Updated: Thursday, March 03rd, 2005 02:08:53 PM

Members of the public got their first chance Wednesday to take a close look at a two year process environmental officials say will lead to concrete measures to clean up the Ashland lakefront area. The area between the Ashland Marina and the Soo Line Oredock has been contaminated by tars, oils and hydrocarbon compound waste products from a manufactured gas plant that operated on the Lakefront from the early 1880s to 1947.

The contamination includes groundwater, sediment and soil underlying areas of Kreher Park and sediments directly offshore of the park in Chequamegon Bay.

Story Continues Below

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Contamination at the site was discovered in the 1980s when workers were digging a trench for a sewer line. The Department of Natural resources became involved in 1993 and beginning in 1994, Northern States Power, (NSP-Wisconsin) the successor to the company responsible for the contamination, and the DNR joined the U.S. Environmental Protection Agency in investigating the site. In 1999, a citizen request resulted in the site being added to the EPA's Superfund National Priorities List.

In 2002, NSP-Wisconsin, doing business as Xcel Energy, voluntarily entered into an agreement with the EPA to complete the investigation under EPA and DNR oversight in order to come to a final recommendation for cleanup options.

At two sessions Wednesday, EPA Project Leader Sharon Jaffess released a five-page outline of investigation milestones and target dates for completion of the 46 separate projects and actions involved in the investigation and feasibility study.

The various actions are set to begin this month with winter soil vapor sampling and be complete with a final record of decision in June of 2007.

In between these two dates, a host of investigations, data gathering efforts, testing, analysis and reports will be undertaken by investigators. These include Xcel Energy, the DNR and EPA, Weston and Tetra Tech, technical consultants retained by the EPA, URS, technical consultants under contract to Xcel Energy, The Bad River Natural Resources Department, The Red Cliff Environmental Protection Office, the U.S. Fish and

Wildlife Service and the National Oceanic and Atmospheric Administration.

"We are here today to keep the public informed about this and to answer any questions the public has about the project," said Jaffess.

Jaffess said the process was part of the consent order agreed to by Xcel Energy.

"It requires them to finish the investigation and fill in the data gaps the DNR has identified previously and submit all the data to EPA and DNR and the tribes."

Jaffess emphasized that EPA has final say about all the documents submitted in the matter.

"If we don't agree with their data interpretations, we will simply revise them and finalize the document," she said.

Jaffess said the EPA has a quality-assurance and quality control plan in place.

"While Xcel has hired a company, a consultant firm to actually implement the work, EPA, DNR and our own consultants will be watching," she said.

Jaffess said while no decision is yet possible on the kind of remediation that will be done at the Lakeshore site, she and DNR State Project Manager Jamie Dunn have been investigating the cleanups done at some of the hundreds of other manufactured gas plants dotting the country.

"They have ranged from pumping and trying to treat the material, injecting salt water to make the dense liquid contaminates rise to make it easier to pull them out, containing the material, and bio-remediation," she said.

Treating the contaminated sediments and soils could mean anything from capping the location, to dredging it out, treating it on site or transporting it elsewhere for treatment.

"We'll be evaluating all those different options in our feasibility study," she said.

Jaffess said the process was based strictly on the Superfund statutes, which sets up nine criteria by which the agency must evaluate all the alternatives.

"Foremost is protection of human health and the environment," she said. "Anything that goes through the feasibility study has to be protective of human health and the environment."

The cleanup also has to meet all state and city requirements, Jaffess said.

Jaffess noted that the EPA has a preference for treatment rather than disposal.

"We would rather not take material from one place and just dump it in another landfill," she said. "We look at it, if it is a permanent remedy, how long will it actually take to implement. Is it effective in the short term? Is it effective in the long term? And then we also look at state and community acceptance. We don't want to implement something that isn't acceptable to the community."

Dunn said the process being outlined was very straightforward and structured.

"We have a signed agreement with Xcel Energy, this is a defendable, supportable schedule that we will stick to," he said.

"This is the first time we have really had an agreement between Xcel Energy and the federal or state government on moving forward with this. I think we will adhere to the schedule and we will have a feasibility study completed."

Jaffess said because data has been collected at the site for the past 10 years, the process should move markedly faster than a site where preparatory work hasn't been done.

"Additional data is needed, but because they have already done something that is quite similar, I think we will be able to do a focused process.

"We are not starting anew," Dunn added. "We are using all the data we have collected in the past. We know a lot of this stuff. It's a matter of filling in the data gaps, fitting what we have into the federal process."

Dunn said whatever process was eventually chosen to clean up the site; it would be a procedure that would allow the community to make good on it's development plans for the area.

"That goes to the community acceptance. That is one of the criteria that EPA uses in selecting remedies, community acceptance. It seems very clear that the community has a plan and that plan will work into the remedy selection process."
Dunn said people at the morning session had told him they want the process to move forward.
"Everybody in the community wants to see this done so the city can move on with their plans," he said.

On The Web: Information about the Lakefront Superfund Site Remediation Investigation and Feasibility Study can be found at the EPA's Web Site at http://www.epa.gov/region5/sites/ashland

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Ashland Daily Press
4/6/04

Keep abreast of Superfund

Earlier this year, a team including U.S. Environmental Protection Agency and Wisconsin Department of Natural Resources interviewed more than 40 area residents and community leaders about their preferred ways to get information about the Ashland/Northern States Power Superfund site. As members of that team, we would like to thank the people of the Red Cliff and Bad River Bands of the Lake Superior Chippewa Indians and City of Ashland who gave us their time and their opinions.

Just prior to our three days of interviews, your newspaper published a letter to the editor from Paula Schneider and Kathy Sill that urged Ashland residents to stay involved in the Superfund process for Ashland/Northern States Power. We at EPA and WDNR appreciate that letter, and the positive response we've received in the community. However, the letter mentioned a possible public meeting on April 14, and because of several schedule conflicts we have postponed that meeting. We will inform the community as soon as a new date is chosen.

The community's concerns are a vital part of the process at any Superfund site. Our goal is to keep the people of Red Cliff, Bad River and Ashland communities informed so that they can effectively participate in the process. As we move toward developing cleanup options, and ultimately to choosing the best possible cleanup plan for the site, there will be more opportunities for input from area residents. Please stay involved. Your voice does count.

Sharon Jaffess
Remedial Project Manager, US EPA
James Dunn, Hydrogeologist/State Project Manager
Wisconsin DNR

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You're Invited
to an
Information Session About the Proposed Cleanup Plan
for
The Ashland/NSP Lakefront Superfund Site

Wednesday, June 17, 7 p.m.
Northern Great Lakes Visitor Center
29270 County Highway G, Ashland

U.S. Environmental Protection Agency and Wisconsin Department of Natural Resources want to share details about the proposed cleanup plan for the Ashland/NSP Lakefront site and answer your questions at an information session on June 17. A public hearing will be held on Monday, June 29, to formally present the proposed plan and accept public comments. A copy of the proposed plan fact sheet will be sent in a separate mailing and will also be available at www.epa.gov/region5/sites/ashland.

Questions? Contact EPA Community Involvement Coordinator **Patti Krause** 312-886-9506, krause.patricia@epa.gov; or WDNR's community contact **John Robinson** 715-365-8976, john.robinson@wisconsin.gov.

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ASHLAND NSP/LAKEFRONT: Agencies Present Workshop

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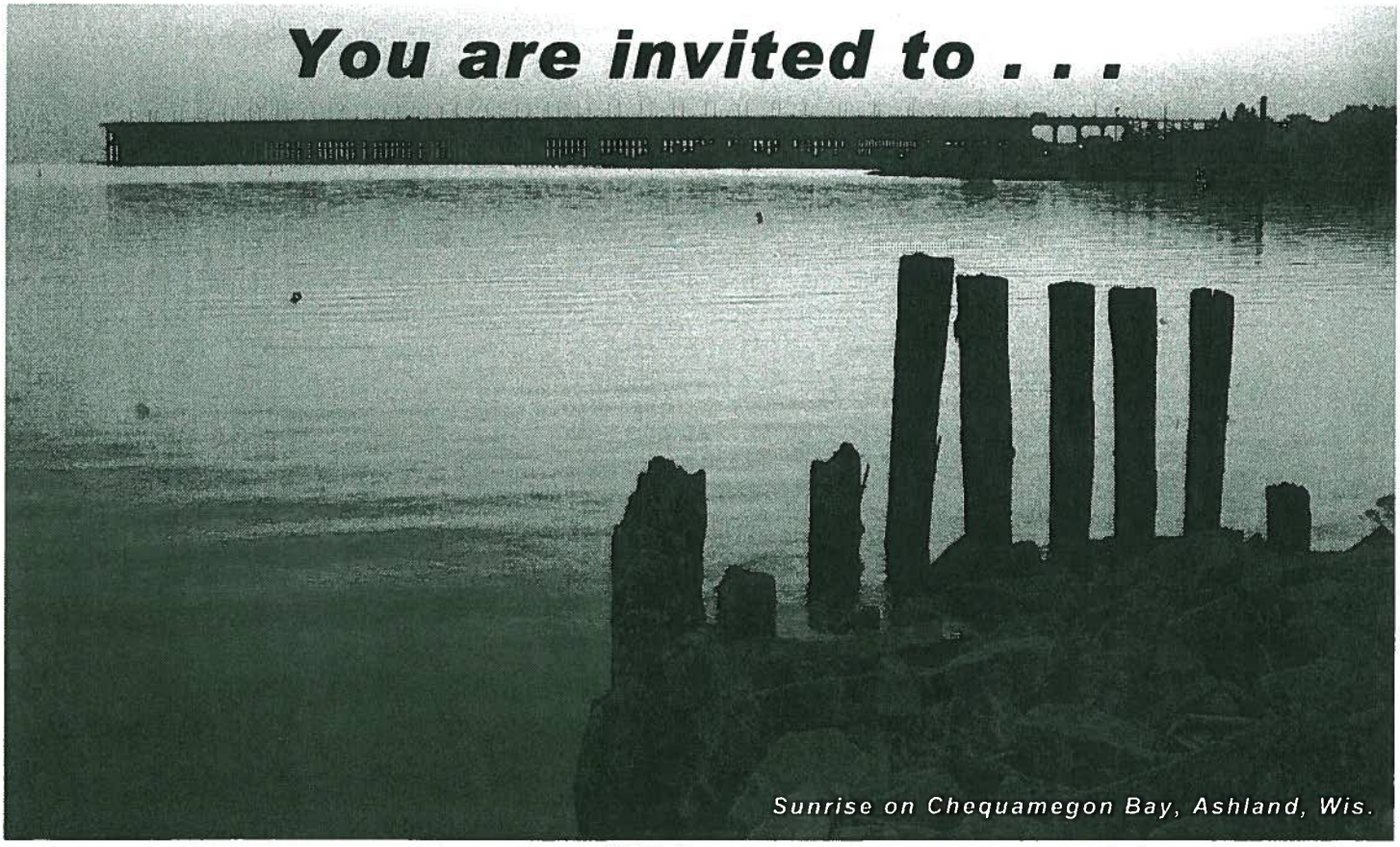
You are invited to . . .
Sunrise on Chequamegon Bay, Ashland, Wis.

. . . an EPA Superfund workshop

Interested in learning more about the Superfund program for cleaning hazardous waste sites? Here's a great opportunity!

U.S. Environmental Protection Agency, along with Wisconsin Department of Natural Resources, is offering **"An Introduction to Superfund."** In this interactive workshop, you'll find out how EPA investigates polluted sites and what it takes for them to become Superfund sites. You'll learn how cleanup plans are developed and how EPA chooses the best option, as well as what happens after the cleanup is finished. The workshop will clarify the roles of federal, tribal, state and local governments as well as how community organizations and people like you can make your voices heard.

The **workshop is designed for everyone** who wants to learn about the Superfund program. Whether you're part of an environmental organization, a local official, tribal member, resident, business owner or student, you'll benefit from this event. EPA instructors, with help from the federal and state Ashland NSP/Lakefront site cleanup team, will lead you through the process.

While this workshop is about the Superfund process in general, **you'll learn how important you can be in helping EPA and DNR make decisions** about the Ashland NSP/Lakefront site cleanup.

Date, Time and Place

Wednesday, Sept. 21, 2005, 3 – 9 p.m.
Northland College, Ashland, Wis.
The locations of the building and meeting room for the workshop will be provided with your confirmation of registration. A 1-hour break will be provided for participants to eat at the college dining hall.

Registration

This is a free workshop but space is limited. Register on-line at **http://epa.gov/region5/meetings**. Or, complete the enclosed registration form and mail, fax or phone your registration directly to EPA's contractor, Deb Volkmer, community relations specialist, Weston Solutions Inc., using the contact information below. If needed, photocopy additional copies of the blank form for each workshop participant. The registration deadline is Monday, Sept. 12, 2005.

Deb Volkmer
Weston Solutions, Inc.
1400 Weston Way (Bldg. 4-2)
P.O. Box 2653
West Chester, PA 19380
Phone: (610) 701-5178
Fax: (610) 701-7401
E-mail: deborah.volkmer@westonsolutions.com

For more information about the content of the workshop, or if you require any special accommodations to fully participate, contact:

Bri Bill
Community Involvement Coordinator
Office of Public Affairs (P-19J)
EPA Region 5
77 W. Jackson Blvd.
Chicago, IL 60604
Phone: (312) 353-6646
Toll Free: (800) 621-8431 (weekdays 9 a.m. – 4:30 p.m.)
E-mail: bill.briana@epa.gov

Registration Form

Superfund Workshop • Wednesday, Sept. 21, 2005 • 3 – 9 p.m. • Northland College, Ashland, Wis. • Registration deadline, Monday, Sept. 12, 2005

Name (as you would like it to appear on the name tag):_____

Title (if applicable):_____

Company or Organization (if applicable):_____

Address:_____ City, State, Zip:_____

Telephone:_____ Fax:_____ E-mail:_____

May we confirm your registration by e-mail? ___Yes ___No

If you need any special accommodations to fully participate in the workshop, please specify:

From: Bri Bill

The Daily Press (Ashland, WI) Jan 12, 2007

Ashland lakefront contamination gets a hearing

By STEVE TOMASKO
Staff Writer

About 30 people attended an afternoon information session on the Ashland lakefront contamination issue.

No significant new developments were presented at the meeting which featured representatives from the U.S. Environmental Protection Agency, Wisconsin Department of Natural Resources and Xcel Energy presenting information on progress toward cleanup of the site.

EPA spokesperson Bri Bill said the site is in the middle of a 60-day comment period that ends Jan. 30. The agency is taking comments at this time only on the technical scoring the EPA used to propose the site for inclusion on the National Priorities List, or Superfund.

The site scored 50. Anything over 28.5 would be enough to launch the process for inclusion on the Superfund list. Scoring takes into account possible harm to human health and the environment.

Bill said inclusion of the site would open up federal grants for any local nonprofit agency to use that would promote citizen involvement in the next phase of the process — deciding on what type of cleanup options happen at the lakefront.

EPA regional project manager Jon Peterson emphasized that the project, even if it ends up on the NPL list, will remain a state-led project with EPA playing a support role.

See LAKEFRONT on page 9

LAKEFRONT: Coal tar is bubbling up from an unknown source

Continued from page 1

DNR investigations have revealed four main areas of contamination:

- about nine acres of sediment in Chequamegon Bay between the marina and Kreher Park
- soils south of the bay surrounding the old wastewater treatment plant
- Soil and a filled ravine on Xcel's property between Hwy. 2 and north to the bluff
- groundwater in the "Copper Falls Aquifer" beneath Xcel's property

The area is contaminated with coal tars, which are a mixture of hundreds of chemicals classified as volatile organic compounds (VOC's) and polyaromatic hydrocarbons (PAH's). Previous human health and ecological risk assessments have shown a small risk to human health and a larger environmental impact from the pollution.

DNR project manager for the site Jamie Dunn gave an update on his agency's "interim" cleanup action on one part of the contaminated area known as "the seep."

The seep area has been fenced off for the past few years. It is an area where heavy concentrations of coal tar is bubbling to the surface from some unknown source. The DNR wants to find that source and seal it off.

Jerry Winslow, Xcel principal environmental engineer, described the process of the company's interim action to pump out some of the contamination in the underground aquifer beneath the company's property.

Although the DNR and Xcel were coming close to deciding on cleanup actions for the whole area more than a year ago, before the EPA got involved, no one would give a timeline for when a decision might be made as to what remedy or remedies will be used.

Whatever cleanup plan is chosen though will likely be over $25 million, Peterson said. That's partially because of the contaminated sediments in the bay. Cleaning up sediments is an inherently expensive process, he said.

AGENDA

ASHLAND LAKEFRONT SITE MEETING

FEBRUARY 1, 2000

I. Introductions/Purpose of the meeting (NSP)

II. Overview of Site History (NSP)

A. MGP Operations

B. Schroeder Lumber Company Operations

C. City of Ashland Operations

III. Overview of Site Characterization (DAMES & MOORE)

A. Investigations Performed To-Date

B. Interim/Removal Actions

C. Data Quality Issues

IV. Funding Issues (NSP)

A. Orphan Share Issues/Mixed Funding

B. Great Lakes Matching Grants

V. Update on HRS/Listing Process (USEPA)

VI. 104(e) Information Requests Clarification (WDNR/NSP)

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2/1/2000 Ashland Lakefront Project

Name	Representing	Phone / E-Mail
1. Reiniero (Rey) Rivera	U.S. EPA	(312) 886-1450 rivera.reiniero@epa.gov
2. Craig Melodia	U.S. EPA, ORC (312) 353-8870	
3. Sharon Carter-Rogers	US EPA, ERB, EESS 312/886-6394	Rogers.Carter.Sharon@EPA.GOV
4. Deborah Johnson	WDNR, Legal Services 608-267-0846	Johnsd@DNR.State.Gov.us
5. Mark Gordon	WDNR - RR Program 608-266-7278	Gordom@dnr.state.wi.us
6. Jamie Dunn	WDNR - RR - Spooner 715 635 4049	DunnJ@dnr.state.wi.u
7. David Crass Michael Best & Friedrich, LLP	Northern States Power 608-283-2267	dacrass@mbf-law.com
8. John D. Wilson	Northern States Power Co 608 260 9537	john.d.wilson@nspco.com
9. Dave Trainor	Dames & Moore 608 273-2886	MNADPT@DAMES.com
10. Jim Musso	NSP-WI 715-839-2616	James.A.Musso@NSpco.com

ASHLAND LAKEFRONT PROJECT

USEPA Briefing

Northern States Power Company

February 1, 2000

AGENDA
ASHLAND LAKEFRONT SITE MEETING
FEBRUARY 1, 2000

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ASHLAND LAKEFRONT PROJECT

I. EXTENSIVE LAKEFRONT INDUSTRIAL ACTIVITIES

A. Sawmill-Wood Processing Activities Dominant from 1884-1939.

B. John Schroeder Lumber Company (1901-1939):

i. Bought Pope Mill in Jan. 1901 for $30,000;

ii. Major Industry in Ashland - "One of the largest and best equipped mills in the greater northwest";

- harvested and processed more than 50,000,000 board-feet of logs per year;
- operated sawmill, lath mill and planing mill at this site;
- employed hundreds of people at the site paying some of the best wages in area; already $1 million company in 1901;

- produced finished lumber, creosoted railroad ties, roof shingles and cedar posts; manufactured and drove piles for commercial dock construction; shipped wood for pulp mills in Fox River Valley;

- operated refuse burner and oil houses at the site;

- overhead horse trams, rail-road spurs, piped steam into bay to combat icing;

iii. John Schroeder the Businessman (1827-1908):

- Born in Germany in 1827; moved to Milwaukee in 1846;

- Started lumber company partnership in 1866;

- Described as a frugal and savvy businessman;

C. Site used for Municipal Waste and Demolition Debris Disposal during the City's ownership.

Cites:

1890 Lithograph
Sanborn maps
City Directories 1897-1950
Biographer Mary E. Bell
Adams, Commercial History of Wisconsin
Bell, Cutting Across Time, Lake Superior Logging (1998)
White, A History of John Schroeder and The John Schroeder Lumber Company (1990)
Burnham, The Lake Superior Country in History and in Story, (1974 Browzer Books)(#000039-43)
K. Vermillion, WDNR, "Case Summary Comments for ERP Scoring: Ashland WWTP" (4/19/91).
The Ashland News, (1/10/01); (11/04/02); (11/14/01)
The Ashland Daily Press, (01/10/01); (01/11/01); (06/27/16); (09/03/19); (07/21/21); (08/13/21); (6/6/31); (02/26/40)
Ashland County v. John Schroeder Lumber Company, Ashland County Circuit Court (1939)
Alex Ledin et al v. John Schroeder Lumber Company, Ashland County Circuit Court (1915)
Raff, Pioneers in the Wilderness, (1981)
G. Parent
J. Selner
T. Roy
F. Kucinski
J. Kabasa
K. Veno
J. Walters
M. Eder
R. Nye
Articles of Incorporation (restated 10/25/20), John Schroeder Lumber Co.

II. SCHROEDER LUMBER CONDUCTED WOOD TREATMENT AT THE SITE

A. Schroeder sold "Finished" Lumber and RR Ties that had been Creosoted, as was the National Practice;

B. Schroeder's Articles of Incorporation indicate one of Schroeder's Primary Business Functions was:

"to manufacture and deal in preservative chemicals, to own and operate wood preservation plants and plants for the manufacture and stillization of wood by-products"

and,

"to . . . treat any lumber and all forest . . . products."

C. Tom Roy, John Selner, and Gordon Parent Witnessed the Dipping Process:

i. T. Roy

- Born June 12, 1916 (83)
- Witnessed Schroeder dipping railroad ties into an aboveground structure when he was 10 to 13 years old.

- Structure had wooden sides and Schroeder employees used an overhead pulley to lower ties.

ii. J. Selner

- Born November 16, 1910 (89)

- Witnessed Schroeder employees dipping railroad ties into an aboveground wooden, tank-like structure containing creosote-like liquid when he was about 15 years old.

- Recalled that Schroeder heated the material in the structure and it was quite smelly.

iii. G. Parent

- Born September 4, 1928 (71)

- recalls Schroeder dipping railroad ties into an aboveground structure with wood plank sides

- recalls throwing rocks into structure as a child.

D. Engineering Drawings from 1950's Label Historic Locations as "Coal Tar Pit" or "Coal Tar Dump" -- in the same approximate location witnesses recall the aboveground dipping structure(s)

E. Anecdotally Known as a Part of Ashland's History:

- numerous witnesses recall hearing or being told by elders that Schroeder treated lumber in a pit or structure;

- WDNR employee K. Vermillion documented it anecdotally;

- SEH Reports document it;

F. Ashland Mill was Schroeder's <u>Processing</u> Site:

- harvested in Minnesota, Canada and Apostle Islands;

- processed in Ashland (even wood harvested on the Pacific coast processed there);

- sold in lumberyards in Milwaukee.

Cites:

Raff, Pioneers in the Wilderness (1981)
Bell, Cutting Across Time, Lake Superior Logging (1998)
White, A History of John Schroeder and The John Schroeder Lumber Company (1990)
Materials Survey--Lumber Railroad Ties, Veneer and Plywood, Poles and Piles, US Forest Service, USDA (1950)
Articles of Incorporation (restated 10/25/20), John Schroeder Lumber Co.
Adams, Commercial History of Wisconsin
J. Selner
T. Roy
G. Parent
F. Kucinski
M. Kabasa
T. Nelson
E. Boyle
K. Veno
K. Vermillion, WDNR "Case Summary Comments for ERP Scoring: Ashland WWTP" (4/19/91)
Comprehensive Environmental Investigation Report, SEH (May 1997)(pgs. 18-19, 30).
Remediation Action Options Feasibility Study, SEH (December 1998)(Pgs. 4, 17-18)
Greeley & Hanson Drawings (1952)

III. COAL TAR WAS A VALUABLE PRODUCT

A. On Average Nationally, MGPs sold > 70% of all tars produced;

B. Multiple Uses:

- sealant, waterproofing
- explosives
- wood treatment/preservation
- perfumes
- road materials
- dies
- oils
- ammonia
- pharmaceuticals

C. Prices paid for WGT during this period were as high as 15¢/gallon; yet WGT was still on average 11¢/gallon less expensive than refined creosote;

D. Between 1909-1918, > 50% of Coal Tar/Creosote used in US was Imported; From 1915 to 1936, 70% of all WGT Produced was used for Wood Treatment;

E. LSDP Beneficially Reused WGT:

- burned on-site for energy recovery
- stored in tar wells (at least as early as 1924)
- sold to third-parties

Cites:

The Story of Gas, Committee on Education of Gas Company Employees, American Gas Association (1925)
Handbook on Manufactured Gas Plant Sites, Edison Electric Institute (1984)
V. Zak
Brown's Directories (1936-1939)
LSDP Operating Reports (1923-1948)
L. Gjovik, retired, US Forest Products Laboratory, Madison, WI (1999)
Petroleum Engineering Handbook, Society of Petroleum Engineers (1987)
Survey of Tar Waste Disposal and Locations of Town Gas Producers, Radian Corporation (1984 DRAFT)
Survey of Town Gas and By-Product Production and Locations in the U.S. 1889-1950, Radian Corporation (1985)
US Production of Manufactured Gases: Assessment of Past Disposal Practices, USEPA (1988)

IV. THERE IS NO EVIDENCE THAT MGP DISPOSED OF COAL TAR AS A WASTE ON KREHER PARK OR IN THE BAY

A. No Natural Transport Mechanism.

1. The ravine was filled by 1909, some 38 years before the MGP ceased operations.

2. Prior to 1909, the MGP only produced about 80,000 gallons of WGT.

3. After 1909, could not naturally gravity-flow down the filled ravine.

4. There is no physical evidence that coal tar deposited in the ravine was discharged with other wastewaters and emulsifiers.

B. There is no Physical/Scientific Evidence of Manmade Transport via a Pipe or Line.

1. Site investigation discovered 2-inch line.

2. Forensic analysis on the "2-inch tar line" shows line likely contained water or steam - no evidence of residual hydrocarbons or tars.

C. If Greeley & Hanson "culvert" was constructed, it was not constructed by LSDP/NSP

Cites:

"Examination of Excavated Pipe Sample," Crane Engineering and Forensic Services (October 1998)
Sanborn Fire Insurance Map (1909)
V. Zak
Greeley & Hanson Drawings (1952)
L. Gjovik, retired, US Forest Products Laboratory, Madison, WI (1999)
Brown's Directories of Gas Statistics on American Gas Companies (for production years 1898-1909)
Annual Report of the Ashland Light, Power & Street Railway Company to the Railroad Commission of Wisconsin

V. OVERVIEW OF SITE HYDROGEOLOGY AND CONTAMINANTS

A. Four Distinct Geologic Operable Units (OUs):

- Ravine Fill Aquifer
- Copper Falls Aquifer
- Wood Waste Fill Aquifer (Kreher Park)
- Bay Sediments

B. MGP is a Source of Dissolved-Phase Groundwater Contamination to:

- Ravine Fill
- Copper Falls
- Kreher Park (small degree)

C. MGP is a Source of DNAPL to:

- Ravine Fill
- Copper Falls

D. Based on Physical Investigation, MGP not a source of DNAPL to Kreher Park or Bay

- The Most Extensive area of Product is in Bay Sediments.
- Small Volume of DNAPL Product at "seep".
- Lower Concentrations Present at Kreher Park (i.e., <u>between</u> the former MGP and the sediments).
- Groundwater Data (MW-5) Shows Orders of Magnitude Lower Contaminant Levels than "seep".

VI. MGP OPERATIONAL DATA INDICATES PLANT NOT RESPONSIBLE FOR ALL COAL TAR-LIKE CONTAMINANTS AT KREHER PARK AND BAY.

A. MGP was a Small Facility:

i. Operated from 1885-1947 (62 years)

ii. Data indicates plant operated at <50% capacity;

iii. Data indicates maximum daily capacity ranged from 90,000-250,000 cubic feet (90-250 MCF). Gas production data located for 46 of 62 years (74%)

B. MGP Produced About 600,000 Gallons of WGT:

i. Based on production data: total gas volume produced is 1,392,496 mcf.

ii. Oil-gas carburetted water gas process used, resulting in WGT.

iii. Gas to WGT ratio for this plant is 0.439 gallons tar/mcf based on actual data.

iv. Applying Ratio: 611,306 gallons of tar produced.

C. WDNR estimates about 1,000,000 gallons -- (conclusion is flawed: based on text book ratios for differing gas production processes, applied only to one year of operating data).

D. Of the 600,000 Gallons of Coal Tar Product Produced, LSDP can Account for nearly 50%:

i. 11,200 gallons is reported as burned from 1936-1939 for energy recovery;

ii. sold some for use as a preservation agent/ product for waterproofing roofing materials, railroad ties, and fishing nets. (at least 46,838 gallons can be documented as product sold); on average nationally, 76% of all tar product generated by MGPs was sold.

iii. approximately 7,000 gallons of tars encountered during removal of a tar storage well in 1986;

iv. approximately 200,000 gallons of product present in the Copper Falls formation;

v. further DNAPL is present in the ravine fill aquifer (approximately 20,000 gallons).

E. Based on SEH Data, More Than 2,000,000 Gallons of Residual Tar-Like Product is Estimated in the Sediments and Wood Waste fill of Kreher Park:

- this is > 3 times the total amount of tars produced by the MGP
- this is > 6 times the amount of "unaccounted for" tars from the MGP.

F. An Independent Expert with Substantial MGP and Coal Tar Experience Supports NSP's Calculations.

Cites:

Lake Superior District Power Company - The First 60 years, LSDP (pg. 1)

1886 Sanborn Fire Insurance Map

Brown's Directories of Gas Statistics on American Gas Companies (for production years 1898-1946)

Annual Report of the Ashland Light, Power & Street Railway Company (later, LSDP) to the Railroad Commission of Wisconsin, 1909-15; 1917-22.

LSDP Annual Operating Reports (1923-48)

Supplemental Site Investigation and Feasibility Study Report, Dames & Moore (March 1999)

U.S. Production of Manufactured Gases: Assessment of Past Disposal Practices USEPA (1988)

Survey of Tar Waste Disposal and Locations of Town Gas Producers, Radian Corporation (1984 DRAFT).

Survey of Town Gas and By-Product and By-Product Production and Locations in the U.S. 1889-1950, Radian Corporation (1985)

Dames & Moore, Gas and Tar Production and Release Estimates, Former MGP - NSP Ashland (December 1998)

L. Gjovik, retired, US Forest Products Laboratory, Madison, WI (1999)

Dr. Allen W. Hatheway, (March 1999)

J. Dunn, February 20 and 24, 1998

V. Zak

VII. ORPHAN SHARE/MIXED FUNDING

1. Numerous historical sources contaminated site;
    - extensive Lakefront industrial activities
    - City landfilling
    - Schroeder's operations

2. Schroeder conducted wood treatment;
    - eyewitness accounts
    - anecdotally known
    - corporate documents

3. MGP could not have produced all the product found at the site;
    - MGP was small plant
    - ran at < full capacity
    - more product in the environment than MGP produced

4. Equitable Allocation/Divisible Harm/Geographic & Volumetric Apportionment
    - site investigations show separate, isolated pockets of chemically distinct product
    - no physical connection apparent
    - consistent with USEPA's orphan share settlement policies and judicial decisions

VII. SEH DOCUMENTS

"SEH believes that former wood treatment activities may have occurred at the Ashland lakefront property, and at least a portion of the subsurface contamination may have resulted from wood treatment activities."

> "SEH identified three potential sources of contamination on the Ashland lakefront property: possible wood treatment activities, potential contamination from the upgradient MGP, and historic filling activities at the site" (emphasis added).
>
> "A number of individuals interviewed recall creosote wood treatment operations historically occurring in the vicinity of the site."
>
> "The variations in concentration and distribution of individual PAHs or VOCs are possibly attributable to different waste sources (e.g., MGP wastes vs. wood treatment wastes) . . . A potential additional source of contamination on the Ashland Lakefront Property is the material comprising the "Coal Tar Dump" depicted on a 1953 site drawing prepared by Greeley and Hanson.

> Whether the material located in this area is in fact coal tar, wood treatment residuals, or some combination of these wastes has not been determined. The potential also exists that wood treatment may have historically occurred at other locations on the Ashland Lakefront Property. However, conclusive evidence of this has not been found to date."

Cite:

Remediation Action Options Feasibility Study, SEH December 1998 (pp. 4, 17).
Comprehensive Environmental Investigation Report, SEH May 1997 (pp. 30, 19, 18).

e:\xf\client\70086\0053\t-l6676.doc January 26, 2000

Ashland / Bayfield County League of Women Voters March 2001

Message from the President...

Greetings Leaguers. I'm learning not to write about the weather, because it usually has changed by the time you read this! However, I can't help being hopeful not that the days are longer and the sun higher, despite what unpredictable March can throw at us!

Earlier this winter, I read Doris Kearns Goodwin's "No Ordinary Time," a wonderful book about Eleanor and Franklin Roosevelt in the years leading up to and during World War II. Well, I just wanted to learn more about these two remarkable people, especially Eleanor, so I have been continuing to read about them in several other books. I find it exciting and thrilling to read about Eleanor's humanity and commitment to the greater good.

Interesting, too, to read about the early years of the League of Women Voters, when Carrie Chapman Catt was still a forceful presence in the League. In those early days, the League had some major battles to be fought and won!

Involvement was then and still is the key to making a difference. As you will see in more detail elsewhere in this Leaguer, there are many and varied opportunities for you to be involved in the exciting work of our League: the March 17 meeting in Mellen presenting tools for planning Ashland County's future; the on-going Local Issues committee, chaired by Jan Penn, which continues to monitor local developments in both counties, (and which may spin off a group to study the forest planning process, if there is enough interest); and the upcoming first meeting to begin the study of the global economy, tentatively scheduled for April 19 at St. Andrews Guild Hall in Ashland. This will be a general meeting and will take place in the evening.

Whether your interests are local or international, the League has something to offer you, so come on, get involved! It's a great opportunity to share your ideas, learn from others, and enjoy the company of some pretty special women!

Betty

FYI

(continued from page 2)

Ashland County has 32,279 acres; Bayfield County has 167,122; Iron County has 172,789 acres; and Douglas County has 267, 911 acres of county forest (the highest in the state). As in the state and federal forest plans, the county forest planning process involves public input. Contact your county forester with your views and opinions regarding the management of your county forests. Once again, the main issues revolve around recreation, roads, access, and management of timber and wildlife.

Private individuals have the opportunity to learn more about how to become good stewards of their own forests, and, even if they don't own forested land, they can become involved in the management of our public forests. The level of our involvement is limited only by our time and effort.

Municipal Exemption Under CERCLA

In the course of discussions held over the past year at the Ashland Contamination site information meetings, some individuals have expressed concern over the liability which the City of Ashland might incur due to the Environmental Protection Agency's involvement in the project.

The Ashland Bayfield County/League of Women Voters has researched this issue, and has discovered the following information as printed in **Liability Protection For Local Governmental Units and Economic Development Corporations, RR-579, Fact Sheet 7, January 2000, page 7:**

"According to Superfund law (section 101(20)(D) of CERCLA), a "unit of state or local government which acquired ownership or control *involuntarily* through bankruptcy, tax delinquency, abandonment or other circumstances in which the government *involuntarily* acquires title by virtue of its function as a sovereign" is not considered to be an "owner" or "operator." This exemption does not apply to a municipality that caused the spill. A municipality should ensure that it does not cause or contribute to an actual or potential release at a property that it has acquired involuntarily.

In October 1995, the EPA issued a policy clarifying that when a municipality acquires property through tax delinquency, foreclosure, demolition lien foreclosure, escheat, abandonment, condemnation, or eminent domain, **the municipality will not be held liable for contamination by the federal Superfund program.** This policy was adopted as law in the Asset Conservation, Lender Liability and Deposit Insurance Protection Act of 1996. The exemption also applies to municipalities that acquire property from a county that took the property through an involuntary action. Although tax foreclosures and other acquisitions of property by some municipalities often require some action by the LGUs, they are still considered to be *involuntary* acquisitions. The EPA has concluded that it is not necessary for the municipality to be completely passive in order for the acquisition to be considered "involuntary" for purposes of CERCLA."

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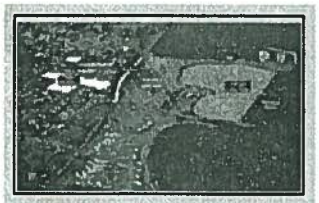
EPA proposes Ashland site for Superfund

State to maintain role in cleanup efforts



BIRD'S EYE VIEW — The area of contamination on Ashland's lakefront is confined between the marina and Kreher Park. The coal tar pollution is in about 20 acres of lake sediments, soil and groundwater

Steve Tomasko
The Daily Press

State to maintain role in cleanup efforts

By STEVE TOMASKO

Staff Writer

The Ashland contaminated lakefront site is one step closer to being listed on the U.S. Environmental Protection Agency's list of Superfund hazardous waste sites.

The move is the latest in the process that has been in the works for over a year. Governor Tommy Thompson recently agreed to have the site listed on the Superfund list as long as the state retains the lead role in the cleanup and decision-making process.

The announcement was expected by the parties involved.

"It was no surprise," said Jerry Winslow, Xcel Energy principal environmental engineer. "It was just a question of when."

Xcel Energy (formerly Northern States Power) is the primary responsible party for cleanup of the site, according to EPA spokesperson Bri Bill.

The contaminated area comprises about 20 acres of lake sediments, soil and groundwater in an area between Kreher Park and the city marina.

The pollution stems from coal tars, which are a by-product of a manufactured gas plant that occupied Xcel's office site from 1885 to 1947 at 301 Lake Shore Drive East, next to Our Lady of the Lake Church.

Coal tars are a mixture of hundreds of chemicals classified as volatile

organic compounds (VOC's) and polyaromatic hydrocarbons (PAH's). Previous human health and ecological risk assessments have shown a small risk to human health and a larger environmental impact from the pollution.

The proposal listing kicks off a 60-day comment period, after which the site may or may not be added to the EPA's National Priorities List or Superfund.

The EPA will analyze comments and determine if there should be any significant change to the scoring process that would put the site under the threshold for Superfund listing. Even if the site remains above the threshold, the agency may or may not add it to the list.

Bill said there have been other sites around the country with a high enough score for Superfund, that were left off the list.

As long as there continues to be state (DNR)-led action on the cleanup process and involvement of the responsible party, there may be no need for Superfund listing or direct EPA involvement, Bill said.

The second criteria could prove to be a sticking point in the cleanup process.

Although Xcel has taken responsibility for one area of the contaminated site -- the aquifer beneath its property -- they have argued that the manufactured gas plant may not be responsible for all the pollution. In the past, Xcel representatives have argued that a previous wood-treatment plant may have led to some of the contamination.

The EPA's involvement has slowed down the cleanup process. The state Department of Natural Resources had been working on the project for at least five years before the federal government's involvement. The DNR intended to choose a cleanup plan by October of 1999.

DNR project manager and hydrogeologist Jamie Dunn said, "We're going to continue moving forward, just as we have been."

Even before a final cleanup remedy is chosen, both the DNR and Xcel have begun "interim" cleanup actions on small parts of the contaminated area.

The DNR intends to start cleaning the "seep" area, a place where coal tars have bubbled to the surface below Xcel's property. The DNR still does not know the source of the seep. That's one thing they will try and determine during the cleanup process.

Dunn said there is a seven-foot deep well of coal tar in the seep.

The cleanup operation will include construction of a 40 feet by 60 feet by 20 feet high dome to contain volatile chemicals that could escape into the air while the cleanup work is taking place.

That work is scheduled to take place this winter.

Xcel has begun its interim measure, to pump out and clean a pocket of contamination beneath its property, in what's known as the Copper Falls

Aquifer.

Winslow said they have just completed the "shakedown" phase of testing their equipment and everything is working fine.

He said they will continue to work with the state and the community to clean up the site.

Dunn said the DNR will hold a public information and discussion session early in January to talk about the EPA's listing proposal and give updates on the interim cleanup measures.

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EPA targets Ashland area

Kreher Park may make Superfund list for chemical cleanup aid

By Steve Kuchera
News Tribune staff writer

The contaminated Kreher Park area in Ashland has moved one step closer to becoming a federal Superfund hazardous waste site.

The U.S. Environmental Protection Agency announced Friday it's proposing the site for addition to the Superfund National Priorities List. The area could become a Superfund site after a 60-day public comment period.

DNR studies indicate that areas of Chequamegon Bay, Kreher Park, Wisconsin Central Limited's railway right of way and Xcel Energy's service center are tainted with volatile and semi-volatile organic compounds from coal tars to light oils. Many of the chemicals are suspected or known to cause cancer.

Superfund designation means federal advice and funds could be used in the cleanup. However, Superfund designation ``doesn't necessarily mean that there will be federal dollars," EPA spokeswoman Bri Bill said. ``The state has been the lead agency, and they will continue to be the lead."

Both the federal and state governments hold polluters responsible for cleanup costs.

Xcel will have to pay part of any cleanup, since the state contends the contaminants came from a manufactured gas plant that operated on the site from the 1880s to 1947. Xcel's predecessor operated the plant.

Cleaning costs could be substantial. A 1998 feasibility study prepared for the Wisconsin Department of Natural Resources put the costs as high as $93 million. That figure was for the most expensive of nine options ranging from doing nothing to removing all contaminated soil, sediments and groundwater from 20 acres.

Even middle-of-the-road options, in which contaminants would be

Feedback
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confined and treated in place, could cost between $28 million and $50 million.

Xcel expects the site will be named a Superfund site, said Xcel's project manager Jerry Winslow.

``We're certainly going to continue our course of cooperating with the Wisconsin DNR, the Ashland community and now the EPA, in cleaning up the site in a timely, fair and reasonable manner," he said.

Xcel began one interim cleanup project in September, pumping contaminated groundwater from beneath its property and removing coal tars and light oils. The DNR will assess how well that project works, said DNR hydrogeologist and project manager Jamie Dunn.

Although the chemicals may cause cancer, casual exposure poses little danger, especially if people obey signs and fences marking the most contaminated areas. The chemicals are concentrated in two locations -- a seep of groundwater in the park that is fenced off and about 10 acres of sediments in Chequamegon Bay that are closed to boating and swimming.

The DNR has begun a two-phase project to help deal with the groundwater seep. It has surveyed and cleared the site as part of its efforts to understand how large the problem area is.

The second phase could begin after Christmas.

``In the second phase we'll get in and remove as much coal tar as we can -- at least from the surface, where people come in contact with it," Dunn said. ``But again, that's a small area, just an interim measure, a small part of the larger project."

Nationwide, there are 1,231 sites on the National Priorities List and 63 proposed sites. Eight sites were added to the list Friday, and 13 proposed for addition to the list.

Steve Kuchera *can be reached at (218) 279-5503, toll free at (877) 269-9672, or by e-mail at skuchera@duluthnews.com*

Back to top

Message from the President...

There's a definite chill in the air these days with a promise of snow in the gray skies overhead. Leftover garden chores will have to wait until Spring, and the warmth of our homes feels good when we come in from the cold. The early-bird holiday lights are bright and cheerful as we welcome the season of families, friendship, feasting, and festivity.

Our ABC/LWV Christmas party this year will be at the home of Ruth and Bob Parsonage, 1300 Ellis Avenue, Ashland. The date is December 4, with the social hour beginning at 5:30 PM, followed by a potluck supper. A Board member will call you soon to take your reservation and ask what you plan to bring: wine, hors d'oeuvres, hot dish, salad or dessert. Our Christmas party is always a time of laughter and lively conversation, so I hope you'll plan to attend. If you have any questions, call me at 685-9659.

It's hard to think of Ashland without Margaret Gertz. We've known since summer that Margaret and Ted were planning to move closer to their kids, but tried not to think about it. However, now their home here has been sold, and Margaret and Ted are house hunting in the Racine-Kenosha area. Margaret, we will miss you so much. Your humor, kindness, friendliness, tirelessness, and willingness to work hard even when the rest of us felt like giving up, have meant so much to this community. You have worked hard for Monday Club, the League, Ashland Beautification, ABC/Healthy Families, and probably many other causes and organizations that I don't know about. You are a very special lady, Margaret. We'll miss you and think of you often, but we know you'll enjoy being closer to those grandchildren! Keep in touch!

Happy Holidays, Leaguers! I hope to see you all at the Christmas party.

Betty

ABC/League Board Undergoes Changes

The Board of Directors of the Ashland Bayfield County/ League of Women Voters has seen a "changing of the guard" this month. With **Margaret Gertz** moving to the Kenosha/Racine area to be nearer to children and grandchildren and **Dorothy Lagerroos** having a March, 2001, deadline for the first draft of the book she is working on, two spots became open on the board.

Not to worry! **Joan Elias** and **Kristi Jensch** have graciously agreed to serve in their stead. The Board now consists of **Kathy Allen, Eleanor Bussey, Jane S. Smith, Linda Jorgenson, Kitty Hartnett, Dora Kling,** and **Jan Penn,** along with Joan and Kristi. Officers are **Betty Presnail**, president; **Clare Villarruel,** secretary; and **Lona Schmidt,** treasurer.

The next meeting of the board will be at 5:00 PM on **Thursday, January 18,** at the home of Betty Presnail, 1023 Ellis Avenue, Ashland.

Ashland Contamination Update

by Kathy Allen

We are still waiting for a decision from the EPA as to whether or not the lakefront contamination site will qualify as a superfund site. When the EPA makes these decisions, they typically consider a number of sites across the country all at once. So, what is happening now is that they are looking at another site, about which they have a number of questions. Once they figure out the answer to those questions, they can go ahead and announce the proposed sites. After that, the public has a sixty day period to comment on the technical processes that the EPA has used.

Governor Thompson has agreed to the listing of the Ashland site with the understanding that the Wisconsin DNR will be in charge of the cleanup. Of course, there will also be EPA oversight.

In addition, the DNR is going to go ahead with a partial interim cleanup. In particular, they are focusing on the fenced lot in Kreher Park known as the "seep area." Besides removing the contamination, the DNR hopes to discover the cause of the seepage. Both the DNR and Xcel (formerly NSP) staff feel that just fencing off the area is not adequate. More needs to be done as soon as possible to protect public health.

November Unit Meeting Examines Juvenile Justice

League member **Deb Lewis** will present an overview on Juvenile Justice at the Afternoon Unit meeting to be held at 1:00 PM on Monday, November 27, at the home of Eleanor Bussey, 801 MacArthur, Ashland. Refreshments will be served.

FYI - ABC League of Womens Voters, Nov 2000

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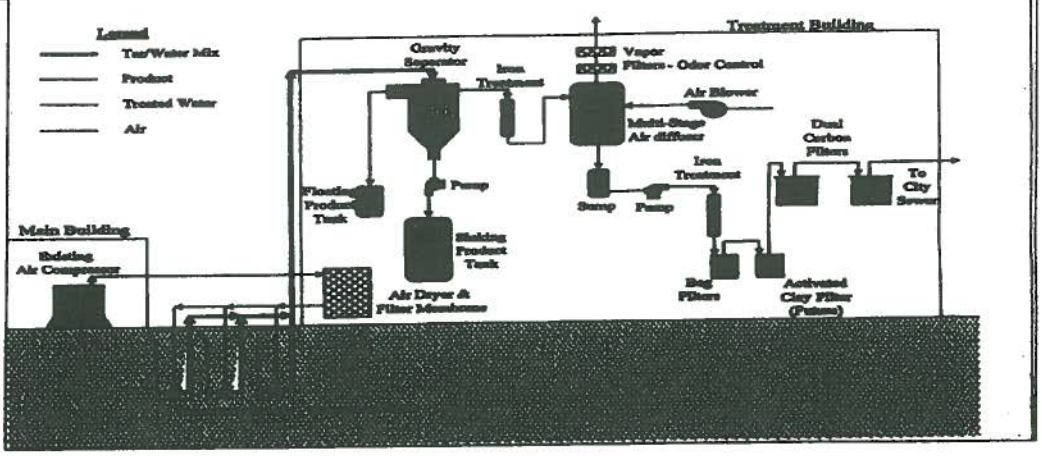
APRIL 2000
1999-2000 Program Year
ISSUE 8

PROGRAMS ON ECO RISK ASSESSMENT ON APRIL 13th

The next program information meetings on the **Ashland Lakefront Contamination Site** will be held on **Thursday, April 13 at 2:30 PM and 7:00 PM in the Social Hall at Our Lady of the Lake Catholic Church in Ashland.** This the fourth in the series of information meetings on the contamination site sponsored by The Ashland Bayfield County/League of Voters and the Sigurd Olson Environmental Institute.

The topic for this meeting will be **"Understanding Ecological Risk Assessment."** **TOSC** (Technical Outreach Service to Communities) will present a general overview of "What Is Ecological Risk Assessment". The Wisconsin **DNR** will provide specific information on the eco risk assessment of the Ashland site. The University of Wisconsin, **Lake Superior Research Institute** will provide displays of the organisms used in the assessment and use a video microscope so they can be seen on the big screen.The meeting is open to the public and refreshments will be served.

NSP Interim Action System Process Schematic



NSP PROPOSES INTERIM CLEANUP ACTION

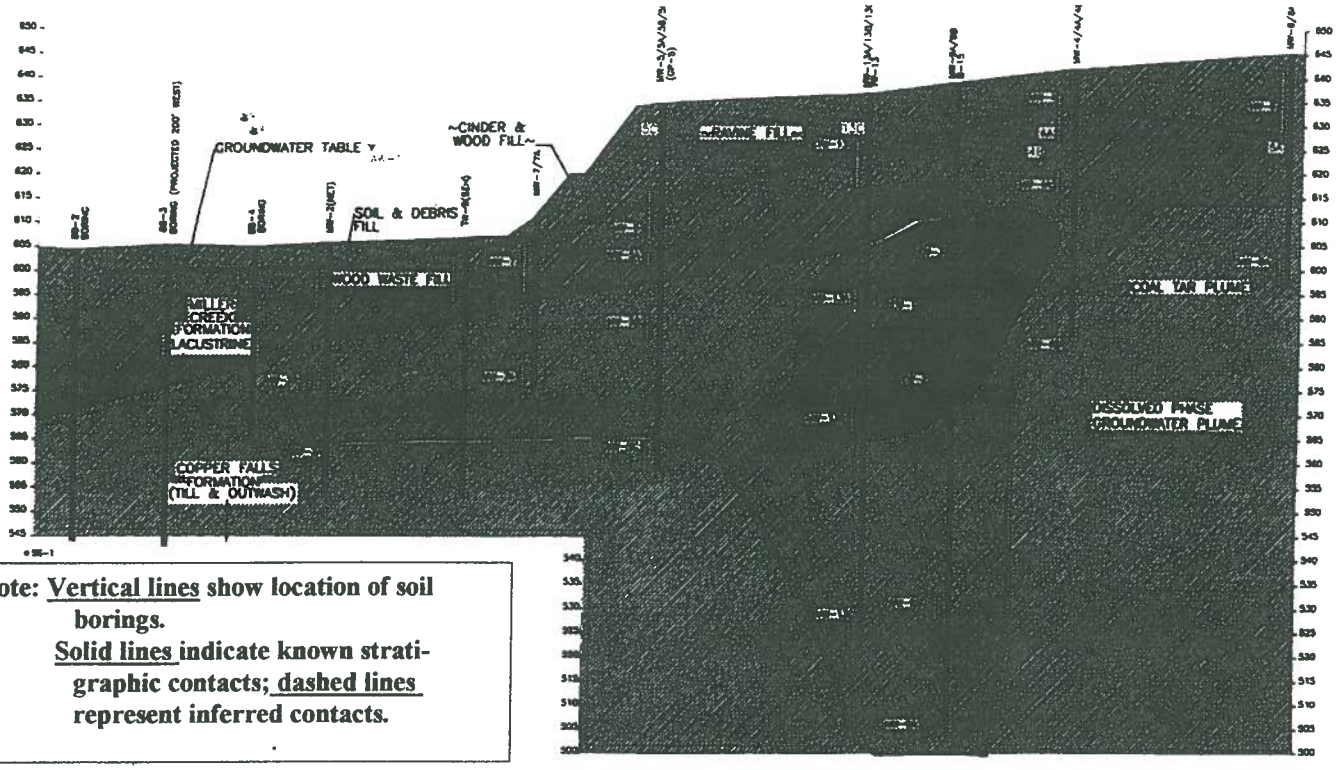
Jim Musso, General Manager of Environmental Affairs of Northern States Power and **Dave Trainor**, a representative of Dames and Moore Engineering Firm, outlined the process by which NSP plans to remove the free product contaminant located beneath the NSP property, at a community information meeting held on March 16.

This interim action will cost between **$350,000** and **$400,000** and will take between three and four weeks to construct, once regulatory approval has been given. Annual operating and maintenance costs will be approximately **$60,000.** The target operation date is **June 1, 2000**, assuming prompt regulatory approval.

According to **Trainor**, this process is expected to remove some of the pocket of heavy oils and tar materials, which is the source of dissolved contaminants in the Copper Falls aquifer. The process will pump approximately 4000 gallons/day, of which 5% will be the product. He noted that the conditions are right for this method because the contaminant is confined. (See geologic cross section on page 2)

The process will take place in a building on the **NSP** site, using a gravity separator to separate the floating product from the sinking product. It will go through multi stages of iron treatment, air diffusing and carbon and clay filters. A special series of vapor filters will control odor. The effluent will be treated in the city's sewage treatment plant. Part of the product retrieved will be disposed of in an approved landfill or incinerated. The valuable portion could be recycled or burned.

Geologic Cross Section of Site



Note: Vertical lines show location of soil borings.
Solid lines indicate known stratigraphic contacts; dashed lines represent inferred contacts.

ABC/LWV ANNUAL MEETING MAY 8

The Ashland Bayfield County/League of Women Voters' Annual Meeting will be held on Monday, May 8 in the Superior Room of the Hotel Chequamegon. A cash bar will be held at 5:30 PM with dinner at 6:15 PM. The choice of entrees is as follows:

Broiled Whitefish, fresh from Lake Superior, seasoned with fresh herbs, white wine, lemon and dill butter ...$16.00

Pecan Chicken, sauted breast covered in pecans, bread crumbs, served on rice pilaf with honey glaze $16.00

Apple Smoked 12 oz. Prime Rib. Potato choices: baked, mashed, or herb & garlic reds $18.25

The keynote speaker for the evening will be **Dave Cieslewicz,** Director of **1000 Friends of Wisconsin**, speaking about "The importance of Land Use Planning and Smart Growth." In addition, an election of officers and board members will take place. Reservations are due by May 1. Make check payable to ABC/LWV. For additional information call Leila Fischer (373-5891) or Margaret Gertz (682-6113). (Note: Prices include tax and tip)

ANNUAL DINNER RESERVATION FORM

Name: _____

Address: _____

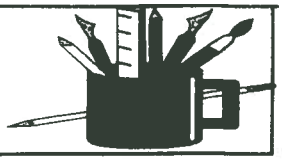
Mail form and check payable to ABC/LWV by May 1 to:

Leila Fischer, Treasurer
Rt. 3, Box 3105

Number of Reservations: _____

Choice(s) of Entree: Whitefish _____
Chicken _____
Prime Rib _____

Message from the President...



Greetings! Dave and I took a trip with our neighbors in March (We went to New Mexico) and I missed the March meeting concerning the Ashland/NSP Lakefront contamination. However, I have heard great things about the meeting. I heard the presentations given by members of the DNR, Sigurd Olson Institute, and NSP were clear, informative and sometimes downright entertaining. I am pleased with the caliber of these public meetings. By the way, the Memorandum of Understanding with the DNR and SOEI and the ABC/LWV has finally been signed by all the interested parties. HOORAY! I feel this has been and is a worthwhile collaboration for all parties involved. Our next meetings are on Thursday, April 13, at Our Lady of the Lake Catholic Church. The topic is "Understanding Ecological Risk Assessment." Come and be informed.

At the unit meeting on Monday, March 27, we had a lively discussion of possible studies for the National League program. There was a consensus at the unit meeting that encouraged our representatives to the National Convention to support two possible studies: one a study of the League's position on Trade, and two to study the implication population growth has on our environment (Sustainability?)

We have conducted three candidates' forums ——one each in Washburn, Ashland and Bayfield. I have been impressed by the breadth and quality of the questions asked by members of the audience. A member of the audience in Ashland expressed her appreciation for the opportunity the forums give the community. She said, "It's not that I expect the candidates to have all the answers, but can they be educated and are they open? I'm looking at their attitude." Betty Presnail did a great job organizing the forums and of course Julia Trojanowski and Patti Clark do marvelous jobs as moderators. Thanks to all Leaguers who attended and helped with these forums.

Next month's unit meeting will be held on Monday, April 24 at Betty Presnail's house, 1023 Ellis Avenue. We will discuss the local program and what we need to do this spring and summer. In late April and early May we will have our Finance Drive.

Monday, May 8 is our Annual Meeting. We're having it at the Chequamegon Hotel. Cash bar starts at 5:30PM. This is the time of the year we meet with our League friends, look over our year and see what we have accomplished, and vote for next year's officers, board members and agenda. It is always a meeting filled with laughter and interesting conversations. Please try to attend.

Kathy

Recommended Nominations

The Nominating Committee is pleased to present the following slate for election for 2000-2001 at the Annual Meeting:

President: Betty Presnail
President Elect: Dorothy Lagerroos
Secretary: Clare Villarruel
Treasurer: Leila Fischer

Completing 2 Year Terms
Margaret Gertz
Linda Jorgenson

Standing for 2 Year Terms
Kathy Allen
Eleanor Bussey
Jane S. Smith

Standing for One Year Term
Kitty Hartnett
Dora Kling
Lona Schmidt

Presented by Nominating Committee: *Linda Jorgenson, chairperson; Liz Zuast; Shirley Midthun.*

Proposed Local Study 2000-01

The three elements are Study, Plan and Action/ Advocacy.

STUDY
Members will continue to demonstrate their leadership "presence" by attending regional meetings, hearings, etc. focused on development issues. The effort will focus both on investigation of the issues and understanding of the processes currently employed to reach decision on developments and growth in the region.

PLAN
Members will work to increase citizen participation in the decision making process pertaining to matters of Bay Area development (E.G., Study Circles, "Town Meetings," Ward Living Room Meetings, Encouraging an Increase in Voters' Choices at Elections, Disseminating a Time Line of the Election Schedule)

ACTION/ADVOCACY
Members will take action to support citizen participation in the cleanup of the active contamination site **on the Ashland/NSP lake front property.** In collaboration with other community groups, the League will make an effort to interpret/inform citizens on the details of contamination and cleanup options/outcomes. This action will promote a "model for participatory citizenship," which could be used as a template for other development issues facing Chequamegon Bay Area, **such as land use town planning and lakeshore protection/restoration.**

Regional Trends Report to be Discussed at Alliance Luncheon

Northland College Professor of Environmental Studies **Dorothy Lagerroos** will discuss the findings of the **Regional Trends Report** at a luncheon to be sponsored by the **Alliance for Sustainability** to be held at the Hotel Chequamegon on **Friday, April 7** at **noon.** Cost for the luncheon is $8.44. No reservations are necessary and those wishing to attend the program only may do so at no charge.

The Regional Trends Project has been a joint venture of Northland College and the Ashland Bayfield County/League of Women Voters. In 1997, Northland College was interested in providing an opportunity for project-based community-mentored learning for environmental studies students, while at the same time the League was studying regional trends that had implications for future development. The two groups decided to work together. It was agreed that the **ABC/LWV** would serve as the "client" and a team of **Northland College students**, led by **Dorothy Lagerroos** and **Jim Meeker** would serve as "staff."

Because sustainability includes harmonious interaction of **environmental, social** and **economic factors** of a region, the League suggested that the report cover significant trends in these areas, especially in places where they intersected. **The Regional Trends Report** provides the reader with a collection of **indicators of community health**. It is divided into chapters looking at ***population demographics; financial well-being*** **and** ***economic stability; social health*** **and** ***safety; environmental quality; preparedness for future development; consumption and sustainability; education; and food and agriculture.***

SALE OF SPRING BULBS ADDED TO LEAGUE FUNDRAISERS

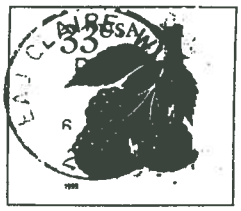
In addition to the ABC/LWV's **Annual Spring Business Campaign,** that will take place in late April and early May, and the **Fall Garage Sale**, the Board has approved an **additional fundraiser** to help provide funds for the heavy program schedule in which we have become involved.

During the summer months, members will be taking orders for **fall planted spring blooming bulbs.** The bulbs will be ordered from a well known bulb supplier, Van Bourgondien Bros.

Each member will receive a color brochure and order form, describing all the items available and their cost. Plan to visit your friends and neighbors and give them the opportunity to beautify their property while helping our League carry out its important projects in **Land Use Planning, Juvenile Justice and Making Democracy Work.** You'll be hearing more on this shortly.

ABC LEAGUER

ABC/LWV
Kathy Allen, President
810 MacArthur Avenue
Ashland, WI 54806



.....Dates to Remember.....

- ⇒ **Friday, April 7, 12:00 o'clock noon,** Alliance for Sustainability Luncheon, Superior Room Hotel Chequamegon; Program is "Regional Trends Report" presented by Dorothy Lagerroos.
- ⇒ **Thursday, April 13, 2:30 and 7:00 PM,** Lakefront Contaminant- tion Informational Meeting on Ecosystem Assessment, Our Lady of the Lake Church Social Hall.
- ⇒ **Thursday, April 20, 5:00 PM,** ABC/LWV Board, at the home of Dora Kling, 710 Hillside Dr., Washburn
- ⇒ **Monday, April 24, 1:00 PM,** Afternoon Unit Meeting at the home of Betty Presnial, 1023 Ellis Avenue, Ashland.
- ⇒ **Wednesday, April 26, 5:30 PM,** Development Trends Committee Meeting, Corner Stone Connection.

Reinerio A. Rivera
77 W. Jackson Blvd., SE-5J
Chicago IL 60604

Survey: Superfund cleanup should be low-cost, high-quality

By CHAD DALLY
The Daily Press
Friday, July 06th, 2007 10:45:29 AM

When it comes to Ashland's Superfund site, city residents favor both a high standard for the site's cleanup and a desire to keep the cost low, according to a survey commissioned by Xcel Energy.

Decision Resources LTD, of Minneapolis, conducted a telephone survey of 300 residents on behalf of Xcel and its subsidiary in the Ashland region, Northern States Power-Wisconsin (NSP).

A 65-question survey not only tapped respondents for their thoughts on the Superfund site, but solicited a broad range of opinions on the city itself, such as views on property taxes and the city's waterfront development plan.

The first question narrowed the field to only Ashland residents, and the 64th question found that 88 percent of those surveyed were NSP gas customers.

Because Decision Resources used "random digit dialing" that incorporated all of the telephone prefixes for the city, residents with unlisted numbers or those with local cell phone numbers were also solicited for their opinion, said Bill Morris of Decision Resources.

Residents were lumped into three age groups: 18-34; 35-54; and 55 and older.

"This was a bit broader than simply looking at the Superfund issue," Morris said. "We wanted to provide some data on the general perceptions and what other issues are on people's minds and how they relate to the Superfund, to get a picture of the political horizon and then situate the Superfund site in terms of the overall feelings."

The federal Environmental Protection Agency designates as "Superfund" sites those with the worst contamination nationwide.

Ashland's site includes contaminated groundwater in the area located between Chequamegon Bay and U.S. Highway 2 to the north and south, and Prentice and Ellis Avenues to the east and west. Sediment in Chequamegon Bay, in between the Ashland Marina and Kreher Park, is also contaminated from years of use by manufactured gas plants, wood treatment facilities and a host of other operations from Ashland's industrial past.

To date, only Xcel has been named as a responsible party for the Superfund site, and therefore is the only business funding remediation.

Dredging, Capping or Both?

Two questions on the survey came with explanations of two different remediation methods: Dredging and removing contaminated soil and sediment, and then hauling it away to a different site; or to cap the soil and sediment on-site in a container that would "prevent contact with people, animals and other living organisms," according to the survey.

In terms of methods used to clean up the site, the survey had to deal with hypothetical situations, since the final remediation method — along with its associated cost — has yet to be determined.

The dredging option was explained as taking "the most time and cause significant truck traffic," and as "more expensive than any other solution and there may be additional costs for Ashland" to redevelop the area.

The capping option would "eliminate the need to transport the contamination to several different sites," therefore taking less time and requiring less traffic, be "less expensive than other solutions" and "is recognized as a just as

environmentally sound solution" as dredging, but does not list a source.

Yet, with a 5 percent margin of error in the survey, the results were balanced.

After receiving the explanations, respondents were asked with method they preferred, and a total of 42 percent favored removal, compared to 48 percent in favor of capping, with the remaining 10 percent either refusing to answer or listing "I don't know."

An open-ended follow-up question on the reasons revealed 33 percent favoring capping because it costs less, while 20 percent said removal is permanent and 15 percent viewing removal as safer.

The survey questions did not specify whether the capped contaminants would be left on-site somewhere near the waterfront, or whether it would be hauled away to another location.

But if capping is considered as "environmentally sound" as dredging, how safe is dredging? The answer isn't clear, according to a study from the National Research Council (NRC), which is part of The National Academy.

A June 2007 report from the NRC found that dredging "may not be enough to achieve desired cleanup levels or long-term goals for reducing risk, because dredging inevitably leaves residual contamination behind." In addition, dredging can stir up those contaminants, releasing them into the water and create the potential for short-term health risks, which the survey explanation did not address.

And, at many of the 26 Superfund sites examined by the NRC, capping was also necessary to contain the remaining contaminated sediment.

Overall, a comparison of remediation through dredging or by capping is "just too hard to make," according to Dr. William Suk, director of the Basic Superfund Research Program through the National Institute of Environmental Health Sciences.

"It really depends on the size of the site and what kinds of contaminants are present," he said Tuesday in a telephone interview.

You broke it, you buy it

Some of the survey questions solicited opinions about cost recovery for the Superfund site, and specifically how respondents felt about NSP passing along the cost of remediation to its gas customers.

One of the questions starts with the assumption that, "Under the rules of (the PSC), NSP is required to pay their portion of the amount owed for the Kreher Park and Ashland waterfront cleanup, and pass the entire cost through its natural gas customers in Ashland and other parts of Wisconsin by increasing natural gas rates."

However, according to an e-mail response from PSC Legislative Liaison Lori Sakk, "there is no PSC requirement that costs must be passed along to the customers. NSP may request that all or a portion of the costs be recovered through ratepayers, but that is a decision that would be made" by the PSC.

Brian Elwood, public communications manager for Xcel Energy and NSP, suggested on Thursday that the survey question was misinterpreted by "carrying over the 'required' to the second portion of the question."

NSP is required to submit all of their costs of doing business to the PSC, he later said, so the onus is on the PSC to determine which costs are "prudent," and therefore how much of those costs can be passed on the customer, if at all.

"As a regulated monopoly in the state of Wisconsin, we get the exclusive right to provide service, and in exchange, the PSC determines whether our rates are reasonable and our costs prudent," he said.

At an open house meeting in May with officials from the PSC and NSP, it was suggested that gas customers

would pay for 60 to 80 percent of the cost. PSC official Christine Swailes left open at that meeting the possibility of adding 200,000 electric customers to the mix, since the manufactured gas was used for lighting.

But Elwood said Thursday that while the lamps were lit, it was gas, not electricity, that was the source, and he seemed confident that the PSC would apply cost recovery only to NSP's natural gas customers.

"That gas was used by local businesses for heating, and was also used for street lighting; it wasn't electrical lighting, it was gas lighting," he said. "...I'm sure they would entertain to spread the cost out among electric customers, but in the past, historically, (manufactured gas plant) costs have only gone to gas customers, and that's consistent not only at our former manufactured gas plants, but at other MGP sites in Wisconsin."

At the May meeting, Swailes said the PSC generally takes the opinion that, since a utility supplied a public need, the public should also bear the financial responsibility.

Even if the customer is required to pay for the cleanup, as a second survey question suggested, 45 percent of those surveyed still said the site should be cleaned up to highest standards possible, no matter the cost, compared to 43 percent who said costs should be considered with any standards or requirements.

Regardless of the cost recovery process, cheaper was better for the survey respondents.

Fifty-six percent said they'd be willing to spend an additional $5 a month toward the cleanup, while 19 percent said they would spend an additional $10 a month and only 4 percent said they could handle an extra $25 a month, according to the survey results.

With that being said, in the following question, 63 percent of the respondents listed the "overall financial cost" of remediation as a major factor in deciding a solution for cleanup. Other factors, such as the length of time to clean the site, increased truck traffic and the amount of noise, all scored below 50 percent as either major or even minor concerns.

The surveyors did not ask respondents about their income levels, but instead asked whether they were "better off financially" than they were one year ago (15 percent), "worse off" (16 percent) or "about the same" (68 percent).

And, to the surprise of the surveyors, when asked about property taxes "in comparison with nearby areas," 38 percent said their property tax was "very high" and another 35 percent said "somewhat high," compared to 16 percent who felt their property taxes are "about average."

Beyond the Superfund

In addition to opinions about the Superfund site, part of the intent behind the survey was to take a "snapshot in time" and gauge the public perspective on other issues, said Mark Schiffman of Himle Horner, a Bloomington, Minn.-based public relations firm that assisted NSP with the survey.

Some of the findings:

• When asked to rate the general "environmental health" of Ashland's waterfront area, 2 percent deemed it excellent, 63 percent said it's pretty good, 28 percent said not so good and 6 percent said it is poor.

• Nine (9) percent gave NSP an excellent environmental reputation, while 67 percent said it has a good reputation, 12 percent said only fair and 1 percent said poor, with the remaining 10 percent either refusing to answer or saying "I don't know."

• As far as the most serious issue facing the city, 48 percent listed a lack of jobs, 14 percent said poor road conditions, 9 percent said high taxes and 4 percent who deemed the contamination as the most serious issue, among other responses.

• 63 percent said they are aware of Ashland's waterfront development plan, and out of those who know about it -

about 190 people out of 300 surveyed - 69 percent either support or strongly support the plan, compared to 19 percent who either oppose or strongly oppose it.

OVERVIEW

OVERVIEW – ASHLAND LAKEFRONT PROJECT

Xcel Energy

More than a Century of Shipping and Commerce

In the late 1800's and early 1900's, the Ashland lakefront was one of the nation's foremost industrial ports. Coal, iron ore and lumber products were shipped through this port for local use and for sale to markets to the south and east. From the early 1880's through the 1930's a series of active lumber processing mills dominated the Ashland lakefront. The land along the lakefront currently owned by the City of Ashland, including Kreher Park, was created by placing wood, debris, soil and sand in the shallow waters of Chequamegon Bay.

History of the Area

Manufactured gas plant – From 1885-1947, a predecessor company to Northern States Power Company-Wisconsin ("NSP-Wisconsin," d/b/a Xcel Energy) operated a manufactured gas plant (MGP) that produced and distributed gas to area residents. The MGP was located at the top of the bluff now overlooking Kreher Park. MGP facilities were common throughout the Upper Midwest in the late 19th and early 20th centuries. The MGP process, which produced gas from a combustion of fossil fuels, may seem archaic by today's standards, but was a welcomed improvement for residents and businesses. In Ashland, the gas was primarily used for street, household and industrial lighting, before the advent of the natural gas system we now use.

In addition to gas, MGP facilities created water/tar mixtures and tars. Some of these materials were released into the environment. The tar had commercial value and was used in a number of beneficial ways. Tar was sold as a waterproofing agent for tanks, fishing nets and roofing materials. Tar was also burned in MGP boilers and commonly used by lumber companies throughout the nation for wood treatment.

Lumbering operations – During most of the time of the operation of the Ashland MGP, Schroeder Lumber Company occupied the land along the lakefront, below the bluff. For nearly four decades in the early 20th century, Schroeder Lumber Company manufactured and treated various lumber products including railroad ties, shingles, pilings and other materials. Historical documents and eyewitness accounts suggest that lumber was treated at the property with tar-based preservatives and/or creosote-like materials. The lumber company may have used some of the tar from the Ashland MGP to treat lumber products. Contaminants found along the lakefront and in the near-shore sediments are consistent with compounds found in these tars.

City landfill – In the 1940's, a portion of the lakefront was also used by the City as a dump site for municipal and other solid waste.

Contamination Found

In the early 1950's, the City of Ashland built a wastewater treatment plant – a structure that still stands today – along the lakefront on the site of the former Schroeder Lumber Company sawmill. In 1989, the City explored plans to expand the plant and during this planning, contamination was found in the nearby area. The City notified the Wisconsin Department of Natural Resources (WDNR) of the contamination and chose to relocate the wastewater treatment plant to a site on the east side of the City.

Throughout the 1990's, this contamination was investigated by the WDNR and NSP-Wisconsin. In 1999, a citizen's petition asked the Environmental Protection Agency (EPA) to evaluate the site for potential inclusion on the National Priorities List (also known as the Superfund List) of sites requiring cleanup. In September 2002, the EPA formally included this site on the National Priorities List.

In November 2003, Xcel Energy entered into an agreement with the EPA to finalize the remedial investigation (RI) and feasibility study (FS) for the site. The RI/FS is a comprehensive investigation and evaluation of the extent of contamination and potential cleanup solutions. This work is overseen by the EPA in consultation with the WDNR. The EPA will use the results of the RI/FS to make a final selection of a cleanup solution and final evaluation of responsibility for the site.

AFFECTED AREAS

AFFECTED AREA

Chequamegon Bay sediments – Approximately 10 acres of sediments along the lakefront are contaminated with volatile organic compounds (VOCs) and semi-volatile organic compounds (SVOCs), along with miscellaneous fill materials and debris. Wood chips/debris of varying sizes from the former lumbering operation overlie the sediments. This layer of wood chips/debris varies in thickness from a few inches to more than six feet. The layer of contaminated sediments underlying the wood chips/debris varies from 2-10 feet.

Adjacent lakefront property – Approximately 10 acres of shallow fill soils, along with wood and solid waste materials, overlie the natural lake bottom. These materials are contaminated with VOCs and SVOCs. Because this area is land reclaimed from Chequamegon Bay, it is saturated with water containing the same contaminants.

MGP site – VOCs and SVOCs have also been detected in soils and groundwater at the MGP site. Two separate geologic units have been identified – a shallow buried ravine that extends from Lakeshore Drive to the bluff face and a deep aquifer known as the Copper Falls Aquifer. The Copper Falls Aquifer is separated from the majority of the fills in the ravine, adjacent lakefront property and the Chequamegon Bay sediments by a clay layer known as the Miller Creek formation. This formation creates a hydraulic barrier separating it from the other areas. The artesian wells commonly found along the lakefront are evidence of this hydraulic barrier.

POTENTIAL SOURCES OF CONTAMINATION

In 1995, the Wisconsin Department of Natural Resources (WDNR) named Northern States Power Company-Wisconsin as a party potentially responsible for the contamination. In 1997, following further investigations, the WDNR also named Wisconsin Central Limited Railroad (now Canadian National Railroad) and the City of Ashland as potentially responsible parties. In 2001-02, the WDNR clarified the responsibility of the City of Ashland and Wisconsin Central Limited Railroad for the solid waste contamination on the adjacent lakefront property.

The amount of industrial activity at the site has made determining the sources and causes of the contamination complex. As described in the "Overview," a series of active lumber processing mills dominated the Ashland lakefront from the early 1880's through the 1930's. For nearly four decades in the early 20th century, Schroeder Lumber Company manufactured and treated various lumber products including railroad ties, shingles, pilings and other materials. Historical documents and eyewitness accounts suggest that lumber was treated at the property with tar-based preservatives and/or creosote-like materials.

Now that the site has been listed on the National Priorities List, the Environmental Protection Agency will make a final evaluation of responsibility for the site.

Xcel Energy™

XCEL ENERGY ACTIONS

Since the mid-1990's, Xcel Energy has worked with the Wisconsin Department of Natural Resources (WDNR), Environmental Protection Agency (EPA), City of Ashland and Canadian National Railroad to identify the sources and extent of contamination and to remove contaminants at the site. This includes funding and implementing a variety of activities to characterize the site and conduct actions for cleanup. These activities include:

Public notice and access restrictions – Xcel Energy has installed signs along the lakefront to notify residents about the contamination in the area. Annually, Xcel Energy places navigational buoys designed to restrict boat access from disturbing the contaminated sediments. Additionally, Xcel Energy installed a fence to restrict public access to the "seep" area at the base of the bluff. The "seep" was an area where contamination was exposed at the surface near the mouth of the buried ravine.

Cleanup activities at the MGP site – Since 2000, Xcel Energy has been voluntarily operating a tar removal system to remove contamination from the Copper Falls Aquifer. The system pumps up contaminated materials (tars and water) located below the area of the MGP site. The system separates the tars for off-site disposal and filters the water before it is discharged to the City's wastewater treatment plant.

Cleanup activities at the adjacent lakefront property – In 2002, Xcel Energy removed the affected soils in the "seep" area, backfilled this area with clean soil and installed a well to prevent the new soils from being contaminated. The well collects water coming from the filled ravine and sends it to the tar removal system for treatment and disposal.

Site characterization – Since the mid-1990's, Xcel Energy, in conjunction with the WDNR, has worked to characterize the site through thousands of samples of soils, sediments, groundwater, surface water, air, fish and other bay organisms. The objective of this work has been to better understand the site and to gain information needed to make decisions about cleanup actions. This has included hundreds of sediment samples and more than a hundred soil borings and monitoring wells.

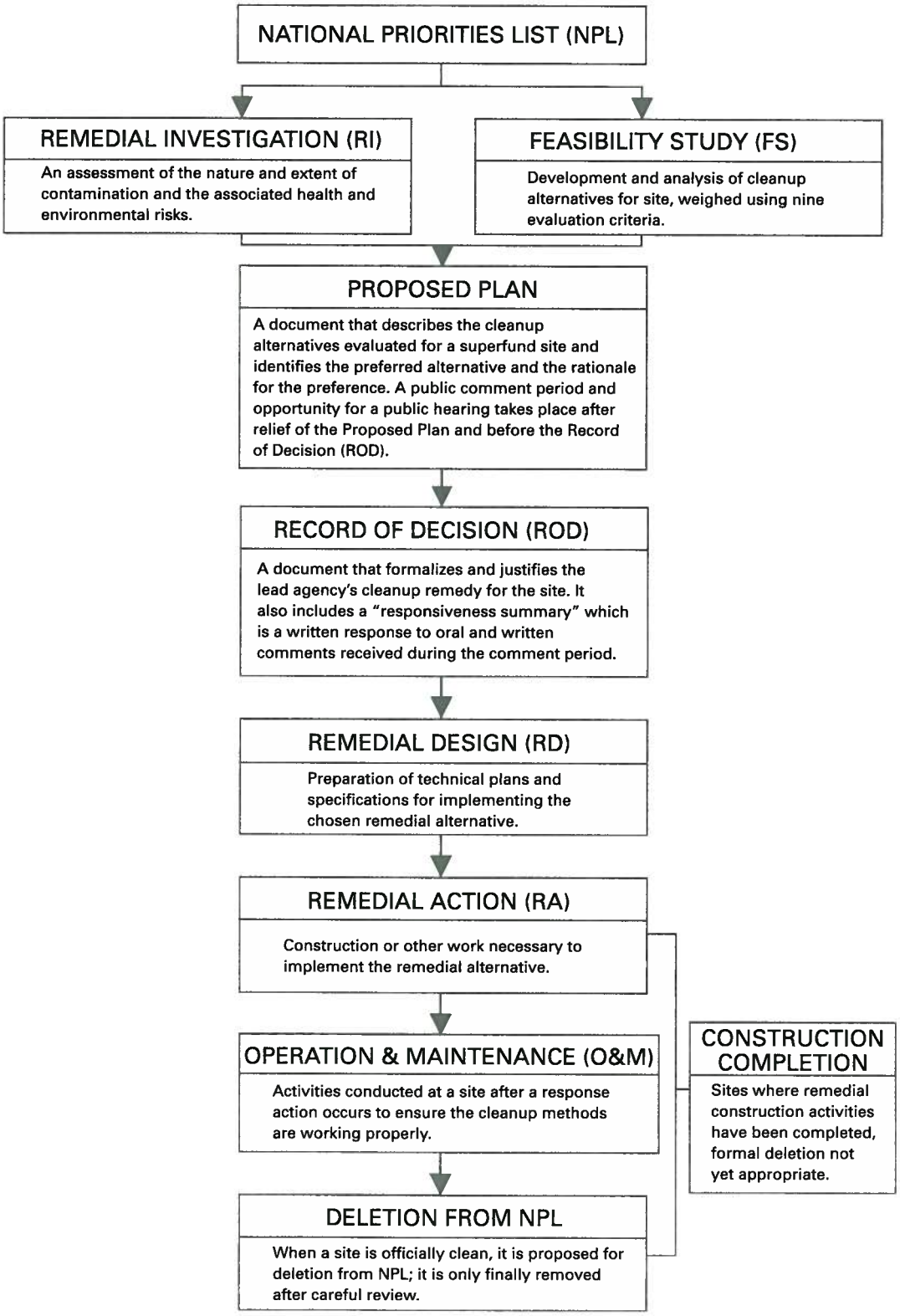
Ongoing monitoring – Xcel Energy continues to monitor groundwater through a series of more than 30 wells at the site. As part of this monitoring, Xcel Energy also samples the two public artesian wells in this area every three months.

Historical investigations – Xcel Energy has thoroughly researched the history of the operations at the MGP site and industrial activities at the adjacent lakefront property. The information gained through these investigations has provided a better understanding of the site and the historical activities that could have contributed to the contamination.

Remedial investigation/feasibility study (RI/FS) – In November 2003, to complete the site characterization, Xcel Energy voluntarily entered into an agreement with the EPA to finalize the overall RI/FS. The RI/FS is a comprehensive investigation and evaluation of the extent of contamination and potential cleanup solutions. This work is overseen by the EPA in consultation with the WDNR. The EPA will use the results of the RI/FS to make a final selection of a cleanup solution and final evaluation of responsibility for the site.

SUPERFUND PROCESS

SUPERFUND PROCESS[1]



1. "RCRA, Superfund & EPCRA Hotline Training Module (pg. 1-37)." June 1998. United States Environmental Protection Agency. Solid Waste and Emergency Response. EPA540-R-98-029. OSWER9205.5-14A. PB98-963 237.