



June 4, 2024

Ms. Ana Solis
AnaeS18, Inc.
4525 37th Avenue
Kenosha WI 53144

SUBJECT: Request for Access for Soil Sampling at 2118 57th Street, Kenosha
Related to contamination identified at the Arctic Laundry & Cleaners site
5619 22nd Avenue, Kenosha
DNR BRRTS Activity #: 02-30-245843; FID #: 230006920

Dear Ms. Solis,

As part of the ongoing investigation of environmental contamination at the Arctic Laundry & Cleaners site (5619 22nd Avenue), permission to access your property located at 2118 57th Street, Kenosha, is being requested for collecting soil samples. This sampling is part of an ongoing investigation and cleanup of chlorinated volatile organic compounds (dry cleaning solvents) being conducted at the direction of Mr. Roy Baietto by SCS Engineers.

Soil samples need to be collected from locations in the back yard of the property to determine if the area became contaminated with chemicals discharged at former Arctic Laundry and Cleaners. This work is being conducted as part of the DNR-required investigation and will be paid for by the parties conducting the investigation. Analyzing the soil samples will determine if your property has been contaminated, what actions will need to be taken to address the contamination, and whether contamination potentially poses a risk to the house on your property through vapor intrusion (the movement of vapors from chemicals in the soil or groundwater into the indoor air) which would need to be further investigated.

To help complete the ongoing investigation, we ask that you return a signed copy of the attached access agreement by June 30 to allow SCS Engineers to collect the needed samples. Please mail, email, or fax the signed agreement to:

Vanessa Wishart
Stafford Rosenbaum LLP
222 West Washington Ave, Suite 900
P.O. Box 1784
Madison, WI 53701-1784
P: (608) 210-6307
F: (608) 259-2600
vwishart@staffordlaw.com

Do not modify the access agreement in any way, as it may void the agreement.

By taking action now to investigate potential chemical contamination at your property you may avoid possible health and property liability issues in the future. Failure to allow access to the property may make you responsible for any future site investigation or cleanup of the contamination.

We appreciate your prompt response. If you have any questions regarding this case or wish to discuss this request in further detail, please contact me by calling (414) 405-0764, or by email at paul.grittner@wisconsin.gov. Please contact Vanessa Wishart (contact information listed above) if you have questions or concerns about the wording of the access agreement or the sampling that will be conducted.

Sincerely,



Paul Grittner
Hydrogeologist
Remediation & Redevelopment Program

Attachment: Access Agreement

cc: Robert Langdon, SCS Engineers – rlangdon@scsengineers.com
Vanessa Wishart, Stafford Rosenbaum LLP - VWishart@staffordlaw.com

ACCESS AGREEMENT

1. **RIGHT OF ENTRY TO PREMISES.** The undersigned Owner is the legal owner of the property located at 2118 57th Street in Kenosha, Wisconsin (the “Property”). The Owner hereby authorizes Roy Baietto and his agents, consultants, and/or representatives (collectively, “Requestor”) to enter upon the Property, including but not limited to pedestrian and vehicle entry, to perform certain work, as described in Section 3 of this Agreement.
2. **PURPOSE OF ACTIVITIES.** The purpose of the allowed access is to perform air, groundwater, and soil sampling at the Property.
3. **SCOPE OF WORK.** In order to define the extent of potential contamination at the Property, the Owner authorizes Requestor to perform work at the Property in the area depicted on the map attached as Attachment A, which work includes: installation of direct push borings; collection of soil and groundwater samples; field testing of soil; and collection of outdoor air background samples on the Property (the “Work”).
4. **LIMITATIONS TO ACCESS.** Requestor shall notify Owner at least twenty-four (24) hours prior to conducting any Work described in Section 3. Notice may be made: (1) by telephone; (2) by email; (3) in person; or (4) by mail.
5. **RESTORATION.** Upon completion of the Work, Requestor promptly shall restore the Property to substantially the condition it was in before commencement of the Work.
6. **TERM OF AGREEMENT.** The Work authorized hereunder is expected to be completed on or before December 31, 2025. All rights and privileges granted by Owner shall cease on that date unless they are extended by subsequent agreement.
7. **AGREEMENT NOT TO INTERFERE.** Owner shall not interfere with any of the Work described herein.

Ana Solis (“Owner”)

SIGNATURE: _____

DATE: _____

Mail, email or fax correspondence regarding this site to:

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