

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Oshkosh Service Center
625 East County Road Y, STE. 700
Oshkosh, WI 54901-9731

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



July 19, 2021

DAVID S. VAN HANDEL LEASING, LLC
ATTN: DAVID VAN HANDEL
PO BOX 107
KAUKAUNA WI 54130

SUBJECT: **New Project Manger**
Wisconsin Chrome – LGU SL, 2101 East Hyland Avenue, Kaukauna, WI
WDNR BRRTS #: 02-45-000225

Dear Mr. Van Handel:

This letter is to notify you of a change in personnel within the Department of Natural Resources, Remediation and Redevelopment Program, about the above-referenced property. I am the new project manager for this site.

Please direct any future correspondence pertaining to Wisconsin Chrome to:

Gwen Saliars
Hydrogeologist - Remediation & Redevelopment Program
Northeast Region
Wisconsin Department of Natural Resources
625 East County Road Y, STE. 700
Oshkosh, WI 54901
(920) 510-4343
gwen.saliars@wisconsin.gov

Included with this letter is an Access Agreement for your property located at 2001 East Hyland Avenue. By **August 19, 2021**, I request you return a signed copy of the Access Agreement. If you have any questions or concerns, please do not hesitate to write or call. Please contact me at (920) 510-4343 or gwen.saliars@wisconsin.gov. Thank you for your attention to this matter.

Sincerely,



Gwen Saliars
Hydrogeologist - Remediation & Redevelopment Program
Northeast Region

Attachments: Access Permission Agreement
Figure 1, dated October 2015

Wisconsin Department of Natural Resources
ACCESS PERMISSION AGREEMENT

BRRTS# 02-45-000225

Property type: Off-site

I, David Van Handel, as owner or authorized representative of the property owner (the “owner”) of the property located at 2001 East Hyland Avenue, Kaukauna within NE ¼ of NE ¼ of Section 13, T21N, R18E, Outagamie, Wisconsin, referred to in this Access Permission Agreement (“Agreement”) as the “Property,” assign permission to the Wisconsin Department of Natural Resources (the “department”) and its employees, duly authorized representatives, agents and contractors, to enter upon and have access at reasonable times to the Property so that the department may perform activities including but not limited to the following:

- (1) *Install soil borings*
- (2) *Install and maintain permanent or temporary groundwater monitoring wells*
- (3) *Collect soil samples and water samples*
- (4) *Install and maintain sub-slab vapor probes, collect sub-slab vapor samples and abandon sub-slab vapor probes*
- (5) *Collect indoor air samples*
- (6) *Abandon the groundwater monitoring wells installed by the department when the wells are no longer needed.*

The permission that is granted in this Agreement is effective beginning on the date the Agreement is signed and shall remain in effect until July 1, 2031. If after July 1, 2031 I wish to withdraw permission for continued access, I shall notify the department of that fact in writing. The department shall, within 90 days after receiving such notice, either cease or finalize listed activities or obtain a court order to allow continued access.

The department’s authority to access the Property described above is provided under Wisconsin Statutes, section Wis. Stat. § 292.31(3)

The department will make sample results available online through The Bureau for Remediation and Redevelopment Tracking System (BRRTS) on the Web (BOTW).

I understand that the investigation activities may result in the generation of waste soil, groundwater or other materials collectively known as investigation-derived waste. The department and its representatives, agents or contractors will ensure that the investigation-derived waste is properly containerized and transported by a licensed waste hauler to the appropriate disposal or treatment facility. I agree that the investigation-derived waste may be temporarily stored on the Property at a location agreed upon by me and the department until the investigative activities are complete or access under this Agreement ends, whichever is earlier. I agree to not move or tamper with the investigation-derived waste temporarily stored on the Property. I agree to sign, as the generator of the investigation-derived waste, any waste characterization forms, waste manifests or other documentation required for proper transport and disposal of the investigation-derived waste. I will sign these forms prior to the time the department removes the investigation-derived waste from the Property or at the time I withdraw my permission for continued access, whichever is earlier.

Property owner certifications

I am the owner of the Property or have authorization to sign on behalf of the owner entity and execute this Permission Agreement.

I agree to inform occupants of the Property (e.g., tenants), if any, of the requirements of this Agreement and to provide occupants with a copy of the executed Agreement.

I agree to not damage or interfere with soil, water, vapor, air or other sampling equipment that is installed as permitted under this Agreement. I agree to notify third parties who plan to conduct any activity on the Property that monitoring wells have been installed on the Property. If the activity could result in damage to monitoring wells, I will instruct the third parties to contact the department regarding the location of the monitoring wells and to discuss how damage may be prevented. I understand that I am responsible for any damage to monitoring wells if I or any of my agents or representatives cause that damage.

I agree not to interfere with remedial activities as permitted by this Agreement, and I agree to notify third parties who plan to conduct any activity on the property described above that a groundwater collection system, comprised of collection trenches and a treatment building as seen in Figure 1, is present.

I understand that the department, in the course of conducting the above described activities, may find that a hazardous substance discharge or environmental pollution exists on the Property. If this occurs, these findings must be reported to the department per Wis. Stat. § 292.11(2).

If the department discovers a hazardous substance discharge or environmental pollution on the Property, any current owner of this Property, along with any identifiable causer of the contamination, may be required to take additional response actions pursuant to Wis. Stat. § 292.11(3) to restore the environment to the extent practicable and minimize the harmful effects from the discharge to the air, lands or waters of this state. Exemptions may apply under Wis. Stat. § 292.11(9), 292.13, 292.15 or 292.21.

I have read this entire Agreement and understand its contents. I have had the opportunity to discuss the Agreement with the department and ask questions about its content.

Entry notification

The department and/or the department's contractor shall notify the owner of the Property by telephone or email of any planned activity on the Property at least 24 hours in advance of entering the Property.

Signature Page to follow.

IN WITNESS WHEREOF:

Property Owner (Print)

Signature of Property Owner or Authorized
Representative

Mailing Address

Email Address

Date

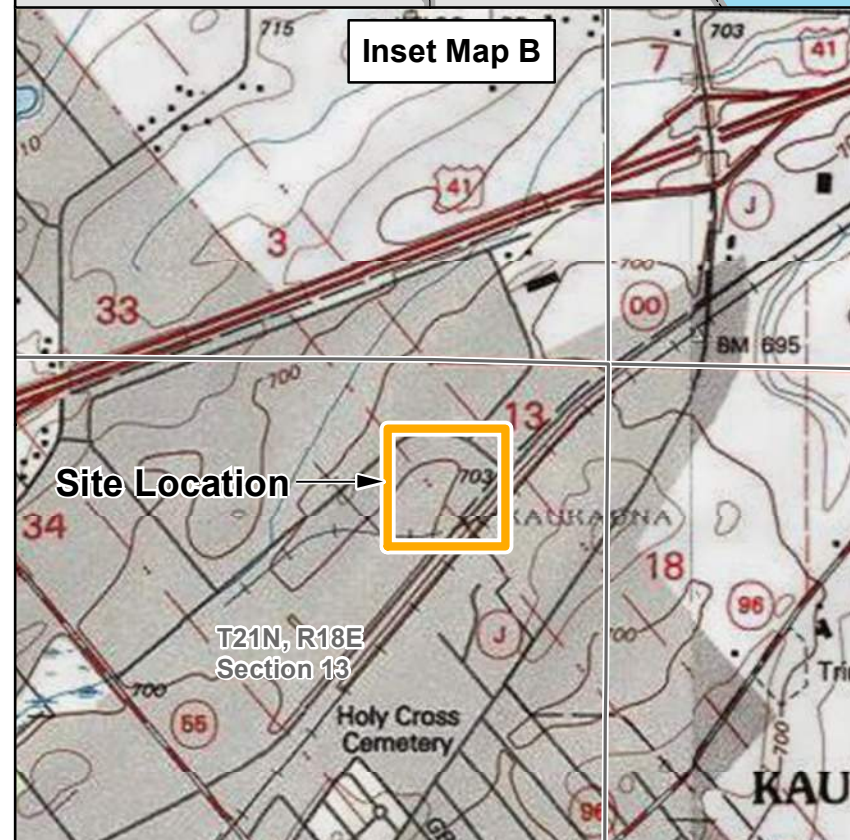
Phone Number

Contact information for occupants, tenants or lessees (if different than owner):

Name of Occupant

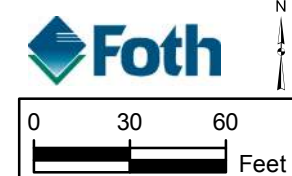
Email Address

Phone Number



NOTES:
 1. Basemap from esri and its data suppliers.
 2. Piping and trench locations are approximate.
 3. Coordinate system is NAD 1983 Wisconsin State Plane Central (feet).

- LEGEND**
- ◆ Well Location
 - Sump Location
 - Influent Piping
 - Effluent Piping
 - Trench Location
 - Approximate Property Boundary



This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information and data used for reference purposes only.

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

FIGURE 1
 FORMER WISCONSIN CHROME PROJECT SITE
 WDNR BRRTS# 02-45-000225
 2101 HYLAND AVENUE
 KAUKAUNA, WISCONSIN

Date: OCTOBER 2015	Revision Date:
Drawn By: BJW1	Checked By: NMG1
Scope: 15W029	