

**From:** Saliars, Gwen N - DNR  
**Sent:** Monday, July 19, 2021 2:45 PM  
**To:** Joseph.Guidote@Outagamie.org  
**Subject:** Request Signature for Access Agreement to Wisconsin Chrome - LGU, 2101 E Hyland Ave, Kaukauna, WI  
**Attachments:** 20210719\_99\_Access\_Agreement.pdf; 2015\_Figure1.pdf

Good afternoon,

On June 11, 2021, I sent you a letter in the mail indicating I am the new Project Manager for the Wisconsin Chrome site located at 2101 East Hyland Avenue in Kaukauna, WI. DNR plans to continue site investigation and other related activities at the site. Attached to this email is an Access Permission Agreement which would allow DNR and its representatives to enter the site for investigation purposes. By **August 19, 2021**, I request you return a signed copy of the Access Agreement via email. Any questions about the agreement and the site can be directed to me; my contact information can be found below. Thank you,

**We are committed to service excellence.**

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

**Gwen Saliars**

Hydrogeologist  
Remediation and Redevelopment Program  
Wisconsin Department of Natural Resources  
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Phone: (920) 510-4343  
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Wisconsin Department of Natural Resources  
ACCESS PERMISSION AGREEMENT

BRRTS# 02-45-000225  
Property type: Source

I, Joseph Guidote, as owner or authorized representative of the property owner (the "owner") of the property located at 2101 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 report all sampling results to the owner of the Property, and occupants as appropriate, within 10 business days of receiving the sample results.

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 investigative-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

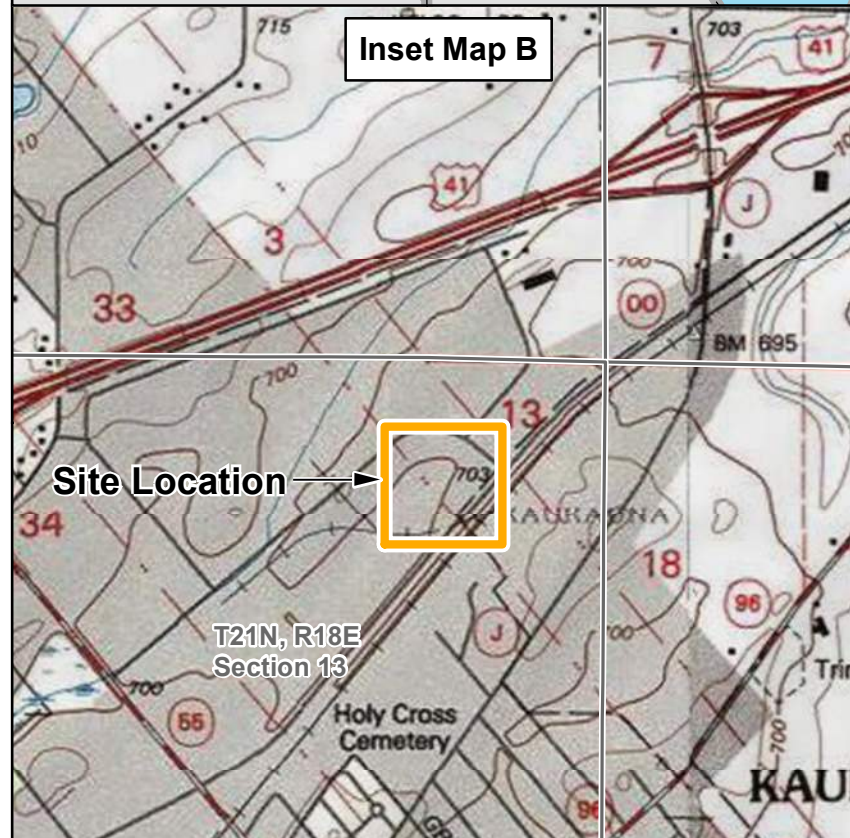
\_\_\_\_\_  
Phone Number

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

\_\_\_\_\_  
Name of Occupant

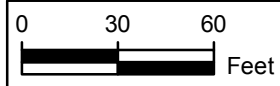
\_\_\_\_\_  
Email Address

\_\_\_\_\_  
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



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	

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.