



April 30, 2020

Mr. Clayton Laurvick
2897 S. Dopp Rd.
Superior, WI 54880

SUBJECT: Formal Request for Access for Soil, Surface Water, and Sediment Sampling
Off-Site Party Exemption At Risk; **Action Requested by May 11, 2020**
Koppers Facility (DNR BRRTS #02-16-000484)

Dear Mr. Laurvick:

You are receiving this letter because you are a property owner affected by an off-site discharge of a hazardous substance. As you are aware, this letter is to follow up on previous requests for permission for Arcadis to test your property along Crawford Creek for known contamination. This testing is part of an ongoing investigation and cleanup of creosote and other wood treatment chemicals from the Koppers facility. The proposed work is being funded under a partnership between Beazer East, Inc. and US EPA Great Lakes National Program Office (GLNPO). Wisconsin Department of Natural Resources' (DNR) role in this project is to make sure that the investigation and cleanup planning comply with state laws and administrative rules.

The DNR requests that the signed version of the attached access agreement to your property be returned to Beazer East, Inc. no later than May 11, 2020. If that does not occur, the DNR will assume that you are denying the responsible party's access to conduct environmental response actions pursuant to Wis. Stats. ch. 292, and that your actions constitute exercising control over the discharges of hazardous substances on your property.

Please understand that you are currently exempt from the responsibility to investigate and remediate your property that has been affected by a discharge of a hazardous substance due to your status as an "off-site" landowner. The extent of the "off-site" landowner exemption is found in Wis. Stat. § 292.13, and further explained in the attached DNR fact sheet, *When Contamination Crosses a Property Line*. A condition of maintaining the off-site exemption is providing reasonable access to the DNR, its contractors or the responsible parties. Your signing and returning attached access agreement constitute the granting of reasonable access to the responsible parties and should allow you to maintain your exemption from liability assuming you are in compliance with the other conditions of that exemption.

Thus, your reasonable participation is needed to avoid losing this exemption. If the exemption is lost, you would be considered a responsible party under Wis. Stat. § 292.11(3), as a controller or possessor of a discharge and then be required to restore the environment to the extent practicable. Currently, there is an open site investigation conducted by Beazer East, Inc. (the causer of the discharge); therefore, DNR is seeking the following actions from you listed below.

Specifically, you are required to complete the following time sensitive actions to maintain the off-site landowner exemption at this site:

- **Agree to allow Arcadis, GLNPOs and their contractors to enter your property to take action to response to the discharge.** Wis. Stat. §§ 292.13(1)(d) and 292.13(1m)(d).
- **Agree to avoid any interference with the action undertaken to respond to the discharge and to avoid actions that worsen the discharge.** Wis. Stat. §§ 292.13(1)(f) and 292.13(1m)(f).

As you are aware, the DNR is participating in an investigation of environmental contamination in your neighborhood. Other participants in the project include Beazer East, Inc. and their environmental consultant (Arcadis), and the US EPA GLNPO and their environmental consultant (Jacobs). As mentioned above, you currently qualify under the “off-site” landowner exemption in Wis. Stat. § 292.13. However, to maintain that exemption, you are required to allow access and avoid interference as detailed in the bullet points above.

Wood treatment contaminants migrated via surface water flow from the Koppers facility into Crawford Creek and its floodplain. The proposed investigation work is intended to fill gaps in previous investigation efforts to help us determine a cleanup plan for the entire affected area. The work is being funded by US EPA GLNPO and Beazer East, Inc.

Over the past 20 years or so, Arcadis, and more recently GLNPO, have conducted field investigation efforts to determine the presence and extent of contamination in and around Crawford Creek.

The environmental consultants working on the project are required to collect soil, surface water, and sediment samples from your property adjacent to Crawford Creek. Costs for the sampling will be covered by GLNPO and Beazer East, Inc. This work is extremely important for the completion of the site investigation.

Beazer needs to receive your signed access agreement by **May 11, 2020**. Please send the signed agreement in the envelope provided with this letter. You can also send a scanned PDF copy to Ms. Patarcity at Jane.Patarcity@TRMI.biz. Once Ms. Patarcity has signed the agreement, she will return a copy to you. Lastly, please do not modify the access agreement in any way, as it may void the agreement.

If you have questions or concerns about the wording of the agreement or any other aspect of this request or the testing, please contact Ms. Patarcity at 412-208-8813 or at the email address listed above. If you have questions about the “off-site” exemption, please contact me 414-852-5310 or by email at trevor.nobile@wisconsin.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Nobile', written in a cursive style.

Trevor Nobile, P.G., CPG
Field Operations Director
Remediation and Redevelopment Program

cc: Jane Patarcity, Three Rivers Management, Inc.

Attach. *When Contamination Crosses a Property Line*, DNR Publication RR-589

Encl. Access Agreement

ACCESS AGREEMENT

This **ACCESS AGREEMENT** (“Agreement”) is made and entered into this ____ day of _____, 2020 (the “Effective Date”), by and between Mr. Clayton Laurvick, with an address of 2897 South Dopp Road, Superior, WI 54880, and **Beazer East, Inc.** (“Beazer”), a Delaware corporation, with a contact and address of Beazer East, Inc. c/o Three Rivers Management, Inc., 600 River Avenue, Suite 200, Pittsburgh, PA 15212.

WHEREAS, Clayton Laurvick is the owner of certain real property situated in Superior, WI, which is more particularly known as Douglas County tax map parcel TS-030-01332-00 and identified on the map attached as **Exhibit A** hereto (the “Property”);

WHEREAS, Beazer, the U.S. Environmental Protection Agency (“EPA”), and the Wisconsin Department of Natural Resources (“WDNR”) are implementing certain environmental investigation and/or remediation on the Former Koppers Inc. Facility Site (“Site”) which lies adjacent and/or near to the Property, and Beazer, the EPA, and the WDNR wish to gain access to the Property to facilitate activities associated with its investigation and/or remediation of the Site; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Clayton Laurvick and Beazer (collectively, the “Parties,” and each individually, a “Party”) agree as follows:

1. **Grant of Access.** Clayton Laurvick hereby grants to Beazer, the EPA, and the WDNR and to their respective officers, employees, representatives, agents, invitees, contractors, consultants, and service providers (collectively, the “Grantee Parties”) a non-exclusive right of access to, and ingress and egress from, through, upon, across, and over, the Property for the limited purpose of allowing the Grantee Parties, at their respective sole cost and expense, to use the Property for those activities associated with investigation and remediation of the Site identified on **Exhibit B** hereto and any additional activities that Clayton Laurvick and Beazer may subsequently agree in writing to add to **Exhibit B** (collectively, the “Activities”).

2. **Right of Access Only, No Recordation.** This Agreement shall not operate or be construed to create the relationship of landlord and tenant between Clayton Laurvick, on the one hand, and the Grantee Parties, on the other hand, and this Agreement shall not grant an easement

or right-of-way in favor of the Grantee Parties. Clayton Laurvick has as absolute, complete, and unimpeded right to deal with the Property as any other owner with fee simple title, and this Agreement is intended solely to allow the Grantee Parties access to the Property for the limited purpose of conducting the Activities. This Agreement is not intended, and shall not be deemed, to be a covenant running with the land. Beazer shall not record, or attempt to record this Agreement in any public office or forum.

3. **Term and Termination.** This Agreement shall commence upon the Effective Date and terminate upon the earlier of completion of all Activities or September 30, 2020, unless Clayton Laurvick and Beazer agree in writing to extend such termination date.

4. **Costs and Expenses; Safety and Security.** Any and all costs and expenses associated with the performance of the Activities shall be the sole responsibility of the Grantee Parties. The safety and security of all materials, equipment, machinery, tools, property, supplies, and personnel utilized or situated on, at, or near the Property in connection with the Activities shall be the sole responsibility of the Grantee Parties.

5. **No Liens.** Neither Beazer, nor any of its officers, employees, representatives, agents, invitees, contractors, consultants, or service providers, shall file or maintain any mechanic's lien, materialman's lien, or any other type lien or claim against the Property or any improvements located thereon as the result of activities undertaken, improvements made, or any labor, material, equipment, machinery, or other service or property of any kind furnished in connection with the Activities.

6. **Licenses and Permits.** The Grantee Parties shall procure and maintain, at their sole expense, as valid and current, all licenses, authorizations, approvals, and/or permits that are necessary for, required for, incidental to, or appropriate to performance of the Activities. Clayton Laurvick shall provide reasonable assistance to Beazer in the exercise of Beazer's obligations under this Paragraph 6, including, without limitation, agreeing to execute, to the extent required, any application or consent as Property owner and agreeing to provide reasonably available information regarding the Property upon the request of Beazer.

7. **Indemnification.** Except to the extent caused, in whole or in part, by any act or omission of Clayton Laurvick, Beazer shall be solely responsible for and shall indemnify, defend, and hold harmless Clayton Laurvick from and against any and all claims, suits, damages, losses, liens, penalties, fines, judgments, costs, and all other liabilities whatsoever, including reasonable

attorneys' fees, for or on account of injuries to or death of any person and/or damage to any real or personal property in any way sustained or alleged to have been sustained, directly or indirectly, by reason of or in connection with: (1) the performance or execution of the Activities by Beazer or its respective officers, employees, representatives, agents, invitees, contractors, consultants, and service providers; (b) the presence of Beazer, its respective officers, employees, representatives, agents, invitees, contractors, consultants, or service providers on the Property in connection with the Activities; (c) the release of any hazardous or toxic substances or materials or contaminants into the environment, or the exacerbation of any existing contamination at the Property, which are caused by the actions or omissions of Beazer, its respective officers, employees, representatives, agents, invitees, contractors, consultants, or service providers in connection with the Activities; or (d) the breach of this Agreement by Beazer, its respective officers, employees, representatives, agents, invitees, contractors, consultants, or service providers. The foregoing indemnity shall not apply to any contamination, if any, existing at, on, beneath, or emanating from the Property as of the Effective Date, except to the extent the Activities exacerbate such existing contamination.

8. If any provision of this Agreement is held to be invalid, void, or unenforceable, such provision shall be deemed stricken as if it had never been included in this Agreement; the remaining provisions of this Agreement shall in no way be affected or impaired, and such remaining provisions shall continue in full force and effect and shall be read to be workable to the fullest extent possible in the absence of the stricken provision. Interpretation of, and performance under, this Agreement, shall be governed by the laws of Wisconsin, without giving effect to its choice of law provisions.

9. This Agreement embodies the entire agreement and understanding between the Parties as to the subject matter of this Agreement, and any and all prior or contemporaneous proposals, negotiations, agreements, commitments, and representations, whether oral or written, are merged herein. This Agreement cannot be amended or modified except by means of a written document executed by both Parties subsequent to the Effective Date.

10. The failure of either Party to insist on strict performance of any or all of the terms, conditions, rights, or obligations of this Agreement, or to exercise any of said Party's rights under this Agreement, shall not constitute a waiver or relinquishment of any type or nature regarding any right afforded said Party under this Agreement. No waiver by a Party of any breach or default hereunder by the other Party shall be considered valid, unless made in writing and signed by the

waiving Party, and no such waiver shall be deemed a waiver of any subsequent breach or default by the other Party of the same or similar nature.

11. The respective rights and obligations of this Agreement shall bind and inure to the benefit of the Parties, as well as to their respective legal representatives, heirs, successors, and assigns. The various obligations, covenants, and indemnities made by each Party under this Agreement shall survive, and continue to be enforceable after, termination of this Agreement.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. It shall not be necessary that any counterpart be signed by both Parties. Each Party represents to the other Party that their undersigned representatives have authority, and are fully authorized, to execute this Agreement. The transmission of an executed copy of this Agreement, or any document referenced or incorporated in this Agreement, or the signature pages hereof or thereof, by facsimile, telecopy, or other method of electronic transmission shall be treated in all manner and respects as the delivery of an original counterpart of this Agreement

IN WITNESS WHEREOF, Clayton Laurvick and Beazer have duly executed this Access Agreement in counterparts as set forth below:

ATTEST:

BEAZER EAST, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

CLAYTON LAURVICK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

EXHIBIT A

**Map of the “Property”¹ subject to the Access Agreement
between Clayton Laurvick and Beazer East, Inc.**

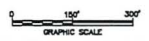
¹ Any capitalized terms used on this Exhibit A shall have the meaning ascribed to such terms in the Access Agreement between Clayton Laurvick and Beazer East, Inc.

CITY: SYRACUSE, NY | D:\G\GROUP | EBC\AVD | DR. L. ROSENBAUMER | PIA. JACOBSEN | TM. DEESING | 2024 | LVR | 030000 | OFF | REF |
C:\Users\laurvick\OneDrive - ARCADIS\Documents\Beazer East\INCS\Superior Property Access\10161-DVG\BEAZER_P04-04_PROPERTY.dwg | LAYOUT: A3 | SAVED: 6/15/2018 11:27 AM | ACADVER: 21.08 (LUS TECH) | PAGESETUP: — | PLOTTABLE: PLT\L1\CTB |
XREFS: | MAPSET: | GEP_20150414.B3



LEGEND:
CRAWFORD CREEK
DOUGLAS COUNTY TAX MAP PARCEL BOUNDARY

NOTE:
1. GOOGLE EARTH PRO AERIAL DATED 4/15/2015.




BEAZER EAST, INC. CRAWFORD CREEK AND TRIBUTARY SITE SUPERIOR, WISCONSIN	
MAP OF THE "PROPERTY" SUBJECT TO THE ACCESS AGREEMENT BETWEEN MR. CLAYTON LAURVICK AND BEAZER EAST, INC.	
 ARCADIS <small>Design & Consultancy for natural and built assets</small>	EXHIBIT A

EXHIBIT B

“Activities”² authorized under the Access Agreement between Clayton Laurvick and Beazer East, Inc.

Soil, sediment, and surface water sampling, and related survey activities, within Crawford Creek and its floodplain located on the Property shown in Exhibit A.

² Any capitalized terms used on this Exhibit B shall have the meaning ascribed to such terms in the Access Agreement between Clayton Laurvick and Beazer East, Inc.



Remediation and Redevelopment Program **March 2018**

When Contamination Crosses a Property Line
The Off-Site Environmental Liability Exemption - Wis. Stat. §§ 292.12 and 292.13
Rights and Responsibilities of Off-site, Affected Property Owners

Purpose
This fact sheet summarizes the state’s statutory liability exemption for owners of real property affected by environmental contamination migrating from another property. It also explains how contamination from one property can impose health and safety obligations on other properties even when the liability exemption is in effect.

- Related Guidance**
- [Off-site Liability Exemption Application \(Form 4400-201\)](#)
 - [General Liability Clarification Letters \(RR-619\)](#)
 - [Continuing Obligations for Environmental Protection \(RR-819\)](#)
 - [Environmental Contamination and Your Real Estate \(RR-973\)](#)

Background
It is relatively common to discover that substances used at an older commercial or industrial property have migrated into the soil, surface water and groundwater and have traveled onto a neighboring property. When this occurs, the party responsible for investigating and cleaning up the source of the contamination is required to take action to address health and safety concerns at both the source property and the off-site property.

When contamination from one property crosses a property boundary, Wisconsin law provides an environmental liability exemption to the affected property owner who meets the conditions in the law. The affected property owner is identified as the “off-site” owner in state law, because environmental contamination has moved beyond the source property’s boundaries.

The Wisconsin Department of Natural Resources (DNR) will generally not ask off-site, exempt property owners to investigate or remediate contamination that did not originate on their property. A few exceptions to the exemption, related to imminent health and safety threats and long term obligations, are described in the next section.

The statutory off-site exemption is self-implementing and is effective as long as an eligible party meets all the statutory conditions. Property owners and others may request a written exemption determination letter from the DNR for a fee, but this letter is not required to have the exemption protections.

Summary of an off-site property owner’s rights and responsibilities

Wisconsin law, Wis. Stat. § 292.11(3), requires anyone who causes, possesses or controls a hazardous substance discharge to the environment (i.e. land, air, water) to take action to restore the

environment to the extent practicable and minimize harmful effects. When contamination from one property migrates and affects another property, however, Wisconsin law provides an exemption for an owner (possessor) of the affected, neighboring property from the requirement to take response actions under Wis. Stat. §§ 292.11(3), (4) and (7)(b) and (c). This statutory provision is known as the “off-site liability exemption,” and is authorized by Wis. Stat. § 292.13.

An off-site property owner is someone who owns property affected by soil, groundwater, sediment, soil gas (vapor) or other environmental contamination that originated on another property. The property where the contamination began is known as the source property. An affected off-site property owner is eligible for an off-site liability exemption if all of the following conditions in Wis. Stat. § 292.13 are satisfied, including, but not limited to:

- The off-site property owner did not cause the original discharge of the hazardous substance;
- The off-site property owner did not, and does not, possess or control the hazardous substance that was discharged on the source property;
- The property that contains the source of the migrating contamination is not owned or controlled by the same person or entity that owns the affected off-site property;
- The off-site property owner allows reasonable access to their property, so the DNR and its contractors, along with those responsible for the contamination, can take necessary response actions to protect public health;
- The off-site property owner does not interfere with the response actions of others and does not do anything to make the contamination situation worse;
- The off-site property owner agrees to other conditions that the DNR determines are reasonable and necessary to ensure that response actions are adequate; and
- For soil and sediment contamination, when the responsible party is not responding appropriately to the contamination, the off-site property owner agrees to take actions that the DNR determines are necessary to prevent an imminent threat to human health and safety. For example, taking action to limit public access to the property, installing containment barriers, and addressing fire, explosion and vapor hazards on the property.

No Exemption from Reporting Requirements

The off-site exemption does not exempt an affected property owner from Wis. Stat. § 292.11(2), which requires the immediate notification of identified contamination to the DNR.

Limitations of the Exemption

The off-site exemption is conditional, limited in scope and applies solely to legal responsibilities identified in Wis. Stat. §§ 292.11(3), (4) and (7)(b)(c). The off-site exemption does not exempt a property owner from:

- Wis. Stat. § 292.11(2), which requires the immediate notification of identified contamination to the DNR;
- Wis. Stat. § 292.12, which authorizes the DNR to require continuing public health protection obligations on any property affected by environmental contamination (see page 4 of this fact sheet); and
- Limited, immediate actions, as specified in Wis. Stat. § 292.13(1m)(e). For instance, off-site property owners may be required to address an imminent threat from fire, explosion or vapors if there is not a party responsible for the cleanup who can conduct the actions.

In addition, the off-site liability exemption is not automatically transferable, nor assignable, to future owners of the off-site property. However, it is likely that a new owner could be eligible for the exemption if they meet the conditions in Wis. Stat. § 292.13, including the ability to substantiate that they do not currently, or have ever, owned the source property and did not cause the discharge.

Overview of migrating contamination

Hazardous substances that are spilled or otherwise discharged to the environment can disperse and move around underground. These substances can spread out and migrate, or travel, through the soil into groundwater and nearby lakes and rivers. Gases (vapors) emanating from underground hazardous substances can also make their way upward into houses and other buildings.

When hazardous substances (contamination) move from their starting place (source) and affect the soil, sediment, groundwater or indoor air of an adjacent or nearby property, it is important to accurately determine who is legally responsible for investigating the nature and extent of the contamination, cleaning it up, and mitigating its harmful effects.

Discovering contamination from an off-site source

When a property owner discovers soil or groundwater contamination they believe came from another property, the owner must first notify the DNR of the contamination. The DNR will then work with the owner and potentially responsible parties to ensure appropriate actions are taken to investigate and clean up the contamination to protect health and safety.

Migrating contamination and access to property

Responsible parties are required by state law to investigate and remediate, to the extent practicable, all contamination that migrates within and beyond the boundaries of a source property. If the contamination crosses a property line, the responsible party must investigate where it goes and ask owners of affected, off-site properties for permission to access their properties. Property access is needed so the environmental investigation and cleanup or mitigation work can be completed.

An off-site property owner must allow access to their property to be eligible for the off-site liability exemption. When signing an access agreement, the off-site owners may wish to negotiate with the responsible party on issues such as the work schedule, the restoration of disturbed landscaping, etc.

If the owner of an affected off-site property does not allow the responsible party's environmental consultants or the DNR onto their property, the off-site owner will not qualify for the off-site exemption and the off-site owner may assume legal responsibility for the contamination on their property.

Obtaining an off-site liability determination letter from the DNR

Off-site property owners can request a liability determination letter from the DNR, for a fee, that documents the exemption in writing.

To obtain a letter, the off-site property owner must provide information to demonstrate that there are hazardous substances impacting their property from a source on another property and that all the other conditions for the exemption have been met. The off-site property owner can use the investigation data collected by the responsible party in response to the contamination or an owner of an off-site property may collect their own data to demonstrate the contamination is coming from somewhere else.

Requesting a Determination or Clarification Letter

To obtain an off-site liability determination letter or liability clarification letter, submit the DNR's Off-site Liability Exemption application, Form 4400-201 and the applicable fee. This form includes instructions and describes the information needed by the DNR for a site-specific letter.

Obtaining a liability clarification letter from the DNR

If someone does not meet all the requirements for the exemption, (e.g. a prospective purchaser) and therefore doesn't qualify for an off-site liability determination letter, anyone with an interest in a property that is or may be affected by migrating contamination can still request that the DNR review the site-specific situation and provide a written liability clarification letter for a fee. Liability clarification letters may be helpful when evaluating the potential purchase of a property or when contamination is suspected to be impacting a property.

Continuing obligations for the protection of health and safety at off-site properties

When residual contamination extends across a property line, continuing obligations may also extend onto an affected, off-site property. In these situations, owners of off-site properties may not be legally responsible for responding to the contamination, but they are responsible for complying with the continuing obligations imposed on their property by the DNR or state law to protect health and safety.

Wisconsin, like most states, allows some residual contamination to remain after a cleanup of contaminated soil, vapors, sediment or groundwater has been approved by the state (see Wis. Stat. § 292.12). The removal of all contamination is generally not practicable, nor is it always necessary for the protection of public health and the environment.

When the DNR approves the completion of an interim action, or a remedial action, or issues a case closure letter at a site where residual contamination exists, the DNR may condition or qualify its case closure approval on compliance with continuing obligations at the source property and affected off-site properties to protect public health and the environment.

These continuing obligations are property-specific requirements and restrictions identified in the DNR approval or case closure letter. They are legal responsibilities associated with the source property, and apply to current and future owners of the property. If contamination has migrated off-site, there may be continuing obligations that also apply to off-site, affected properties.

Common Continuing Obligations for Source and Affected, Off-site Properties

One common continuing obligation, for the owners of the source property and affected, off-site properties, is the proper management and disposal of contaminated soil that is excavated. Other continuing obligations and requirements necessary to protect health and safety may include:

- Keeping clean soil and vegetation over contaminated soil;
- Maintaining a cover of pavement, soil, asphalt, etc. over contaminated soil or groundwater;
- Operating and maintaining a vapor mitigation system that is installed by the responsible party;
- Obtaining DNR approval prior to constructing or reconstructing a well at properties with groundwater contamination; and
- Maintaining industrial use for a property that was cleaned up to industrial standards.

Owners of off-site properties are responsible for complying with the continuing obligations imposed on their property by the DNR or state law to protect health and safety, except for those continuing obligations imposed for residual sediment contamination.

Notice to Affected Off-site Property Owners of Case Closure Request and Possible Continuing Obligations

The party responsible for cleaning up contamination must notify affected, off-site property owners of a proposed continuing obligation on their property before the DNR reviews a request for case closure. State law requires this, and it allows the off-site property owners some time to provide the DNR with any technical information that may be relevant to the cleanup approval.

An off-site property owner is, of course, free to discuss responsibility for the proposed off-site continuing obligations with the responsible party. If an off-site property owner enters into a legally enforceable agreement (i.e. a private contract) with the party responsible for the contamination, under which the responsible party assumes responsibility for maintaining a continuing obligation on the off-site owner's property, that agreement must be submitted to the DNR and recorded in the database per Wis. Stat. § 292.12(5)(c).

If the DNR approves a case closure request that includes continuing obligations at an off-site property, the DNR will notify off-site owners of the continuing obligation. A property owner may request modification of a continuing obligation in the future if environmental conditions change. For example, petroleum contamination degrades over time and laboratory test results of new soil, groundwater or vapor samples may support modifying or removing a continuing obligation.

Finding information about continuing obligations

Information about property-specific continuing obligations can be found (as applicable) in the DNR interim action approval letter, the case closure letter for the source property, and in the DNR documents giving notice to off-site property owners. These letters and related documents are available in the DNR database of property cleanup activities.

This database, called [BRRTS on the Web](#), is available at [dnr.wi.gov](#) (search "BRRTS"). The documents about affected, off-site properties that are associated with a specific source property can be found in BRRTS when you search the site number or address of the property that is the source of the contamination. Property owners, local government officials, building contractors, well drillers and others may review the database to find out if there are any land-use restrictions or continuing obligations associated with a specific property before beginning work there.

For more information

Questions about the off-site environmental liability exemption and continuing obligations can be directed to the brownfields specialist in your local DNR regional office. To find a specialist in your area, go to [dnr.wi.gov](#) and search "brownfields contacts."

For additional information about off-site contamination and liability clarification letters go to [dnr.wi.gov](#) and search for "off-site contamination." For additional information about residual contamination and continuing obligations go to [dnr.wi.gov](#) and search for "continuing obligations."

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

The Wisconsin Department of Natural Resources provides equal opportunity in its employment, programs, services, and functions under an Affirmative Action Plan. If you have any questions, please write to Chief, Public Civil Rights, Office of Civil Rights, U.S. Department of the Interior, 1849 C. Street, NW, Washington, D.C. 20240. This publication is available in alternative format (large print, Braille, etc.) upon request. Please call for more information. Note: If you need technical assistance or more information, call the Accessibility Coordinator at 608-267-7490 / TTY Access via relay - 711