

**From:** Rob Hoverman <rhoverman@enviroforensics.com>  
**Sent:** Friday, January 21, 2022 3:15 PM  
**To:** Schultz, Josie M - DNR  
**Subject:** Econo Care Off-site access agreements  
**Attachments:** 1324 N Webster Access Letter.pdf; 1410 S Webster Access Letter.pdf; 930 Derby Lane Access Letter.pdf; 926 Derby Lane Access Letter.pdf

**CAUTION: This email originated from outside the organization.  
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Josie,

These went out today. Let me know if you have any questions.

**Rob Hoverman**, Northern Midwest Regional Director  
**EnviroForensics®** | N16W23390 Stone Ridge Dr, Suite G, Waukesha, WI 53188  
414.630.0060 | [enviroforensics.com](http://enviroforensics.com)

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January 21, 2022

Robert Pries  
You Are My Sunshine Day Care  
1324 S Webster  
Green Bay, Wisconsin 54301

**RE: Access Agreement for Sampling Activities**

Dear Mr. Pries:

EnviroForensics, LLC (EnviroForensics) is requesting your permission to access your property located at 930 Derby Lane in Green Bay, Wisconsin to conduct environmental investigation activities. These activities are part of an ongoing environmental investigation being performed at the former Econo-Care Cleaners facility located at 1404 South Webster Avenue in Green Bay, Wisconsin (Site) at the direction of the Wisconsin Department of Natural Resources (WDNR). EnviroForensics is the environmental consultant for the former Econo-Care Cleaners.

The WDNR is requiring the Econo-Care Cleaners to conduct some basic indoor air and sub-slab testing to delineate vapor migration from the Site. The WDNR has directed former Econo-Care Cleaners to perform the aforementioned testing and sampling as a proactive, precautionary measure to ensure that the dry cleaning chemicals released at the Site have been contained to the area at and around the Site itself. As part of this investigation, vapor sampling activities must be conducted at your property; and we are requesting access to your property to collect the samples.

Existing groundwater monitoring wells from previous investigation activities are present on your property and adjacent right-of-way. We request permission to periodically access your property for the purpose of sampling these wells. This does not require any action on your part and this sampling is not expected to interfere with your business operations.

There is **no** cost to you for us to complete the work. There will not be an attempt to charge you for the work or any future effort to sell you any goods or services. EnviroForensics is simply attempting to fulfill the WDNR investigation requirements for the former Econo-Care Cleaners.

*Document: 200030-0062*

EnviroForensics, LLC  
N16 W23390 Stone Ridge Drive, Suite G, Waukesha WI, 53188  
Phone: 317-972-7870 • Fax 317-972-7875

## Testing Activities

Upon accessing your property, we would first conduct a building survey of your facility in order to observe and record general characteristics of the building. After completing the survey, we would then like to conduct indoor air testing on each level of the home (including the basement if applicable) and sub-slab vapor sampling from beneath the lowest level. The indoor air sampling would include placing and leaving a small metal canister, similar in size/shape to a basketball, within the living space of the home over a period of 24 hours. You can see a picture of the canisters on the enclosed information sheet. We would place the canisters in position, start the 24-hour timer, then remove the canisters approximately 24 hours later. You would be able to continue with everyday activities during the 24-hour period. However, the canisters should not be moved or disturbed during the sampling process. Upon completion of the indoor air sampling the following day, we would then collect the sub-slab soil gas sample from beneath the home.

To collect the sub-slab vapor sample, we will need to initially drill a 1 ½-inch diameter hole into the basement floor to a depth of approximately 1 ¾- inches. A 5/8-inch diameter hole would then be drilled through the center of the previously drilled hole and advanced through the concrete slab. The hole will be drilled using simple hand-held drill tools. No large equipment is anticipated. A sampling port would then be installed to facilitate sample collection. A small, stainless steel, flush mount cover would be placed over the sampling port and the port would be left in place after the sampling to facilitate future activities as additional samplings may be necessary, per the WDNR guidelines. The sampling point would be located in a low-traffic area where possible, and where agreed upon with you prior to conducting sampling activities. We anticipate installation of the sampling port will take approximately one (1) hour. Additional details on indoor air and sub-slab vapor sampling procedures are provided in the enclosed information sheet. A brief video describing the procedures for collecting indoor air and sub-slab vapor is also available at our website: <http://www.enviroforensics.com/testing-indoor-air-vapor-intrusion/>.

EnviroForensics does not anticipate there would be damage to your property from the Work. Nonetheless, EnviroForensics agrees to promptly repair damages to your property should damages occur resulting from our field activities. Once approved by the WDNR, EnviorForensics will remove the sample port and restore the ground surface.

## Scheduling

We would like to conduct the work for February 2022, so your prompt response is appreciated. If you agree to allow this work, we will schedule the testing at a mutually agreeable time.



Additionally, we will provide you with a copy of the sampling results after the data has been reviewed to ensure its accuracy. If you agree to site access, please sign the attached Access Agreement form and return a copy to our office using the enclosed self-addressed stamped envelope.

If you have any questions or concerns and would like to discuss these activities further, we will be happy to speak with you in person, over the phone or by email. We can be reached by phone at 414.630.0060 or by e-mail at [rhoverman@enviroforensics.com](mailto:rhoverman@enviroforensics.com). The WDNR project manager, Josie Schultz can be reached by telephone at 920.366.5685 or by email at [Josie.Schultz@Wisconsin.gov](mailto:Josie.Schultz@Wisconsin.gov)

We greatly appreciate your cooperation and patience with this important matter.

Sincerely,

**EnviroForensics, LLC**

A handwritten signature in blue ink, appearing to read "Robert Hoverman".

Robert Hoverman, LPG  
Senior Project Manager  
[rhoverman@enviroforensics.com](mailto:rhoverman@enviroforensics.com)

Cc: Josie Schultz, Wisconsin Department of Natural Resources

**ENCLOSURES**

Access Agreement



## ACCESS AGREEMENT

This access agreement is made between EnviroForensics, LLC ("Consultant") and "Owner". The purpose of this agreement is to provide Consultant and its representatives, access to certain property owned by Owner located at 930 Derby Lane in Green Bay, Wisconsin ("the Property") for the Consultant to conduct environmental sampling activities and investigation derived media storage, i.e., drums, for the former Econo-Care Cleaners, WDNR BRRTS # 02-05-514372 which was located on the Property. This agreement is subject to the conditions set forth below.

The parties agree as follows:


1. Owner, on his own behalf and on behalf of his successors, assigns, and tenants, hereby authorizes Consultant, its employees, agents, and subcontractors, permission to enter upon the Property for the purpose of conducting environmental investigatory activities (hereafter referred to as "the Work").
2. Consultant will notify Owner in advance of accessing the Property, which Owner will not unreasonably deny. Consultant will perform the Work at reasonable times of the day and in a manner which does not unreasonably interfere with Owner's or Owner's Tenants' activities at the Property. Before performing the Work, Consultant will obtain or cause to be obtained, and will maintain or cause to be maintained in full force at all times during the term of this agreement, all necessary permits, notifications, licenses, or certifications for itself and its agents and subcontractors.
3. Consultant promises and agrees that it will use its best efforts to perform the Work in a professional manner in accordance with generally accepted consulting practices and procedures in effect for such services at the time the services are rendered.
4. Consultant shall provide copies of environmental testing results to Owner.
5. Upon the conclusion of all Work required by Wisconsin Department of Natural Resources (WDNR) to obtain site closure under WDNR's System of Closure, Consultant shall restore the Property to substantially the same condition as it existed prior to access under the Access Agreement and any Consultant-installed wells or ports will be closed in accordance with applicable law. Consultant will remove debris and equipment following completion of the Work.



- 6. Consultant will defend and indemnify Owner from and against claims, damages, injuries, and/or liability caused by or arising from the Work performed by Consultant or its employees, agents, or subcontractors on or around the Property, e.g., slip & falls and damages to Owner's Property. Owner does not assume any risk, liability, responsibility, or duty of care as to Consultant's employees, agents, or subcontractors when on the Property to perform the Work, except that Owner will cooperate with Consultant's reasonable health and safety protocols.
- 7. This agreement comprises the entire agreement between Owner and Consultant with respect to the Work. It may be amended only by a written agreement executed by Owner and Consultant.
- 8. This access agreement will be effective until WDNR declares the Work completed.
- 9. Each party to this agreement represents and warrants that the person executing the agreement on its behalf is duly authorized and has the requisite power and authority to bind that party.

The parties or their duly authorized representative have signed this Agreement on the date specified below.

**EnviroForensics, LLC**

By:  \_\_\_\_\_  
 Its: Regional Director/SPM \_\_\_\_\_  
 Date: 1.21.2022 \_\_\_\_\_

Robert Pries  
 You Are My Sunshine Day Care  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_



January 21, 2022

Stahl & Hack Real Estate LLC  
807 Ralph St,  
Luxemburg WI 54217

**RE: Access Agreement for Sampling Activities**  
1410 South Webster Avenue

Dear Property Owner:

EnviroForensics, LLC (EnviroForensics) is requesting your permission to access your property located at 1410 South Webster Avenue in Green Bay, Wisconsin to conduct environmental investigation activities. These activities are part of an ongoing environmental investigation being performed at the former Econo-Care Cleaners facility located at 1404 South Webster Avenue in Green Bay, Wisconsin (Site) at the direction of the Wisconsin Department of Natural Resources (WDNR). EnviroForensics is the environmental consultant for the former Econo-Care Cleaners.

The WDNR is requiring the Econo-Care Cleaners to conduct some basic indoor air and sub-slab testing to delineate vapor migration from the Site. The WDNR has directed former Econo-Care Cleaners to perform the aforementioned testing and sampling as a proactive, precautionary measure to ensure that the dry cleaning chemicals released at the Site have been contained to the area at and around the Site itself. As part of this investigation, vapor sampling activities must be conducted at your property; and we are requesting access to your property to collect the samples.

There is **no** cost to you for us to complete the work. There will not be an attempt to charge you for the work or any future effort to sell you any goods or services. EnviroForensics is simply attempting to fulfill the WDNR investigation requirements for the former Econo-Care Cleaners.

### **Testing Activities**

Upon accessing your property, we would first conduct a building survey of your facility in order to observe and record general characteristics of the building. After completing the survey, we

*Document: 200030-0064*

EnviroForensics, LLC  
N16 W23390 Stone Ridge Drive, Suite G, Waukesha WI, 53188  
Phone: 317-972-7870 • Fax 317-972-7875



would then like to conduct indoor air testing on each level of the home (including the basement if applicable) and sub-slab vapor sampling from beneath the lowest level. The indoor air sampling would include placing and leaving a small metal canister, similar in size/shape to a basketball, within the living space of the home over a period of 24 hours. You can see a picture of the canisters on the enclosed information sheet. We would place the canisters in position, start the 24-hour timer, then remove the canisters approximately 24 hours later. You would be able to continue with everyday activities during the 24-hour period. However, the canisters should not be moved or disturbed during the sampling process. Upon completion of the indoor air sampling the following day, we would then collect the sub-slab soil gas sample from beneath the home.

To collect the sub-slab vapor sample, we will need to initially drill a 1 ½-inch diameter hole into the basement floor to a depth of approximately 1 ¾- inches. A 5/8-inch diameter hole would then be drilled through the center of the previously drilled hole and advanced through the concrete slab. The hole will be drilled using simple hand-held drill tools. No large equipment is anticipated. A sampling port would then be installed to facilitate sample collection. A small, stainless steel, flush mount cover would be placed over the sampling port and the port would be left in place after the sampling to facilitate future activities as additional samplings may be necessary, per the WDNR guidelines. The sampling point would be located in a low-traffic area where possible, and where agreed upon with you prior to conducting sampling activities. We anticipate installation of the sampling port will take approximately one (1) hour. Additional details on indoor air and sub-slab vapor sampling procedures are provided in the enclosed information sheet. A brief video describing the procedures for collecting indoor air and sub-slab vapor is also available at our website: <http://www.enviroforensics.com/testing-indoor-air-vapor-intrusion/>.

EnviroForensics does not anticipate there would be damage to your property from the Work. Nonetheless, EnviroForensics agrees to promptly repair damages to your property should damages occur resulting from our field activities. Once approved by the WDNR, EnviroForensics will remove the sample port and restore the ground surface.

### **Scheduling**

We would like to conduct the work for February 2022, so your prompt response is appreciated. If you agree to allow this work, we will schedule the testing at a mutually agreeable time. Additionally, we will provide you with a copy of the sampling results after the data has been reviewed to ensure its accuracy. If you agree to site access, please sign the attached Access Agreement form and return a copy to our office using the enclosed self-addressed stamped envelope.





If you have any questions or concerns and would like to discuss these activities further, we will be happy to speak with you in person, over the phone or by email. We can be reached by phone at 414.630.0060 or by e-mail at [rhoverman@enviroforensics.com](mailto:rhoverman@enviroforensics.com). The WDNR project manager, Josie Schultz can be reached by telephone at 920.366.5685 or by email at [Josie.Schultz@Wisconsin.gov](mailto:Josie.Schultz@Wisconsin.gov)

We greatly appreciate your cooperation and patience with this important matter.

Sincerely,

**EnviroForensics, LLC**

A handwritten signature in blue ink, appearing to read "Robert Hoverman".

Robert Hoverman, LPG

*Senior Project Manager*

*rhoverman@enviroforensics.com*

Cc: Josie Schultz, Wisconsin Department of Natural Resources  
Occupant, 1410 N Webster Ave, Allouez, WI

**ENCLOSURES**

Access Agreement



## ACCESS AGREEMENT

This access agreement is made between EnviroForensics, LLC ("Consultant") and "Owner". The purpose of this agreement is to provide Consultant and its representatives, access to certain property owned by Owner located at 1410 South Webster Avenue in Green Bay, Wisconsin ("the Property") for the Consultant to conduct environmental sampling activities and investigation derived media storage, i.e., drums, for the former Econo-Care Cleaners, WDNR BRRTS # 02-05-514372 which was located on the Property. This agreement is subject to the conditions set forth below.

The parties agree as follows:


1. Owner, on his own behalf and on behalf of his successors, assigns, and tenants, hereby authorizes Consultant, its employees, agents, and subcontractors, permission to enter upon the Property for the purpose of conducting environmental investigatory activities (hereafter referred to as "the Work").
2. Consultant will notify Owner in advance of accessing the Property, which Owner will not unreasonably deny. Consultant will perform the Work at reasonable times of the day and in a manner which does not unreasonably interfere with Owner's or Owner's Tenants' activities at the Property. Before performing the Work, Consultant will obtain or cause to be obtained, and will maintain or cause to be maintained in full force at all times during the term of this agreement, all necessary permits, notifications, licenses, or certifications for itself and its agents and subcontractors.
3. Consultant promises and agrees that it will use its best efforts to perform the Work in a professional manner in accordance with generally accepted consulting practices and procedures in effect for such services at the time the services are rendered.
4. Consultant shall provide copies of environmental testing results to Owner.
5. Upon the conclusion of all Work required by Wisconsin Department of Natural Resources (WDNR) to obtain site closure under WDNR's System of Closure, Consultant shall restore the Property to substantially the same condition as it existed prior to access under the Access Agreement and any Consultant-installed wells or ports will be closed in accordance with applicable law. Consultant will remove debris and equipment following completion of the Work.



- 6. Consultant will defend and indemnify Owner from and against claims, damages, injuries, and/or liability caused by or arising from the Work performed by Consultant or its employees, agents, or subcontractors on or around the Property, e.g., slip & falls and damages to Owner's Property. Owner does not assume any risk, liability, responsibility, or duty of care as to Consultant's employees, agents, or subcontractors when on the Property to perform the Work, except that Owner will cooperate with Consultant's reasonable health and safety protocols.
- 7. This agreement comprises the entire agreement between Owner and Consultant with respect to the Work. It may be amended only by a written agreement executed by Owner and Consultant.
- 8. This access agreement will be effective until WDNR declares the Work completed.
- 9. Each party to this agreement represents and warrants that the person executing the agreement on its behalf is duly authorized and has the requisite power and authority to bind that party.

The parties or their duly authorized representative have signed this Agreement on the date specified below.

**EnviroForensics, LLC**

By:   
 Its: Regional Director/SPM  
1.21.2022  
 Date: \_\_\_\_\_

Owner

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_



January 21, 2022

Krista Strenski  
926 Derby Lane  
Green Bay, Wisconsin 54301

**RE:           Access Agreement for Sampling Activities**

Dear Ms. Strenski:

EnviroForensics, LLC (EnviroForensics) is requesting your permission to access your property located at 926 Derby Lane in Green Bay, Wisconsin to conduct environmental investigation activities. These activities are part of an ongoing environmental investigation being performed at the former Econo-Care Cleaners facility located at 1404 South Webster Avenue in Green Bay, Wisconsin (Site) at the direction of the Wisconsin Department of Natural Resources (WDNR). EnviroForensics is the environmental consultant for the former Econo-Care Cleaners.

The WDNR is requiring the Econo-Care Cleaners to conduct some basic indoor air and sub-slab testing to delineate vapor migration from the Site. The WDNR has directed former Econo-Care Cleaners to perform the aforementioned testing and sampling as a proactive, precautionary measure to ensure that the dry cleaning chemicals released at the Site have been contained to the area at and around the Site itself. As part of this investigation, vapor sampling activities must be conducted at your property; and we are requesting access to your property to collect the samples.

There is *no* cost to you for us to complete the work. There will not be an attempt to charge you for the work or any future effort to sell you any goods or services. EnviroForensics is simply attempting to fulfill the WDNR investigation requirements for the former Econo-Care Cleaners.

### **Testing Activities**

Upon accessing your property, we would first conduct a building survey of your facility in order to observe and record general characteristics of the building. After completing the survey, we would then like to conduct indoor air testing on each level of the home (including the basement if applicable) and sub-slab vapor sampling from beneath the lowest level. The indoor air

*Document: 200030-0060*

EnviroForensics, LLC

N16 W23390 Stone Ridge Drive, Suite G, Waukesha WI, 53188

Phone: 317-972-7870 • Fax 317-972-7875



sampling would include placing and leaving a small metal canister, similar in size/shape to a basketball, within the living space of the home over a period of 24 hours. You can see a picture of the canisters on the enclosed information sheet. We would place the canisters in position, start the 24-hour timer, then remove the canisters approximately 24 hours later. You would be able to continue with everyday activities during the 24-hour period. However, the canisters should not be moved or disturbed during the sampling process. Upon completion of the indoor air sampling the following day, we would then collect the sub-slab soil gas sample from beneath the home.

To collect the sub-slab vapor sample, we will need to initially drill a 1 ½-inch diameter hole into the basement floor to a depth of approximately 1 ¾- inches. A 5/8-inch diameter hole would then be drilled through the center of the previously drilled hole and advanced through the concrete slab. The hole will be drilled using simple hand-held drill tools. No large equipment is anticipated. A sampling port would then be installed to facilitate sample collection. A small, stainless steel, flush mount cover would be placed over the sampling port and the port would be left in place after the sampling to facilitate future activities as additional samplings may be necessary, per the WDNR guidelines. The sampling point would be located in a low-traffic area where possible, and where agreed upon with you prior to conducting sampling activities. We anticipate installation of the sampling port will take approximately one (1) hour. Additional details on indoor air and sub-slab vapor sampling procedures are provided in the enclosed information sheet. A brief video describing the procedures for collecting indoor air and sub-slab vapor is also available at our website: <http://www.enviroforensics.com/testing-indoor-air-vapor-intrusion/>.

EnviroForensics does not anticipate there would be damage to your property from the Work. Nonetheless, EnviroForensics agrees to promptly repair damages to your property should damages occur resulting from our field activities. Once approved by the WDNR, EnviorForensics will remove the sample port and restore the ground surface.

### **Scheduling**

We would like to conduct the work for February 2022, so your prompt response is appreciated. If you agree to allow this work, we will schedule the testing at a mutually agreeable time. Additionally, we will provide you with a copy of the sampling results after the data has been reviewed to ensure its accuracy. If you agree to site access, please sign the attached Access Agreement form and return a copy to our office using the enclosed self-addressed stamped envelope.

If you have any questions or concerns and would like to discuss these activities further, we will be happy to speak with you in person, over the phone or by email. We can be reached by



phone at 414.630.0060 or by e-mail at [rhoverman@enviroforensics.com](mailto:rhoverman@enviroforensics.com). The WDNR project manager, Josie Schultz can be reached by telephone at 920.366.5685 or by email at [Josie.Schultz@Wisconsin.gov](mailto:Josie.Schultz@Wisconsin.gov)

We greatly appreciate your cooperation and patience with this important matter.  
Sincerely,

**EnviroForensics, LLC**

A handwritten signature in blue ink, appearing to read "Robert Hoverman".

Robert Hoverman, LPG  
*Senior Project Manager*  
[rhoverman@enviroforensics.com](mailto:rhoverman@enviroforensics.com)

Cc: Josie Schultz, Wisconsin Department of Natural Resources

**ENCLOSURES**

Access Agreement



## **ACCESS AGREEMENT**

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The parties agree as follows:

1. Owner, on his own behalf and on behalf of his successors, assigns, and tenants, hereby authorizes Consultant, its employees, agents, and subcontractors, permission to enter upon the Property for the purpose of conducting environmental investigatory activities (hereafter referred to as "the Work").
2. Consultant will notify Owner in advance of accessing the Property, which Owner will not unreasonably deny. Consultant will perform the Work at reasonable times of the day and in a manner which does not unreasonably interfere with Owner's or Owner's Tenants' activities at the Property. Before performing the Work, Consultant will obtain or cause to be obtained, and will maintain or cause to be maintained in full force at all times during the term of this agreement, all necessary permits, notifications, licenses, or certifications for itself and its agents and subcontractors.
3. Consultant promises and agrees that it will use its best efforts to perform the Work in a professional manner in accordance with generally accepted consulting practices and procedures in effect for such services at the time the services are rendered.
4. Consultant shall provide copies of environmental testing results to Owner.
5. Upon the conclusion of all Work required by Wisconsin Department of Natural Resources (WDNR) to obtain site closure under WDNR's System of Closure, Consultant shall restore the Property to substantially the same condition as it existed prior to access under the Access Agreement and any Consultant-installed wells or ports will be closed in accordance with applicable law. Consultant will remove debris and equipment following completion of the Work.

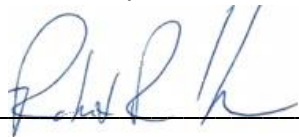


- 6. Consultant will defend and indemnify Owner from and against claims, damages, injuries, and/or liability caused by or arising from the Work performed by Consultant or its employees, agents, or subcontractors on or around the Property, e.g., slip & falls and damages to Owner's Property. Owner does not assume any risk, liability, responsibility, or duty of care as to Consultant's employees, agents, or subcontractors when on the Property to perform the Work, except that Owner will cooperate with Consultant's reasonable health and safety protocols.
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- 9. Each party to this agreement represents and warrants that the person executing the agreement on its behalf is duly authorized and has the requisite power and authority to bind that party.

The parties or their duly authorized representative have signed this Agreement on the date specified below.

**EnviroForensics, LLC**

**Krista Strenski**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Its: Regional Director/SPM

Its: \_\_\_\_\_

Date: 1.21.2022

Date: \_\_\_\_\_

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

E-Mail: \_\_\_\_\_





January 19, 2022

Gary Parpovich  
930 Derby Lane  
Green Bay, Wisconsin 54301

**RE:           Access Agreement for Sampling Activities**

Dear Mr. Parpovich:

EnviroForensics, LLC (EnviroForensics) is requesting your permission to access your property located at 930 Derby Lane in Green Bay, Wisconsin to conduct environmental investigation activities. These activities are part of an ongoing environmental investigation being performed at the former Econo-Care Cleaners facility located at 1404 South Webster Avenue in Green Bay, Wisconsin (Site) at the direction of the Wisconsin Department of Natural Resources (WDNR). EnviroForensics is the environmental consultant for the former Econo-Care Cleaners.

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There is **no** cost to you for us to complete the work. There will not be an attempt to charge you for the work or any future effort to sell you any goods or services. EnviroForensics is simply attempting to fulfill the WDNR investigation requirements for the former Econo-Care Cleaners.

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basketball, within the living space of the home over a period of 24 hours. You can see a picture of the canisters on the enclosed information sheet. We would place the canisters in position, start the 24-hour timer, then remove the canisters approximately 24 hours later. You would be able to continue with everyday activities during the 24-hour period. However, the canisters should not be moved or disturbed during the sampling process. Upon completion of the indoor air sampling the following day, we would then collect the sub-slab soil gas sample from beneath the home.

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EnviroForensics does not anticipate there would be damage to your property from the Work. Nonetheless, EnviroForensics agrees to promptly repair damages to your property should damages occur resulting from our field activities. Once approved by the WDNR, EnviorForensics will remove the sample port and restore the ground surface.

### **Scheduling**

We would like to conduct the work for February 2022, so your prompt response is appreciated. If you agree to allow this work, we will schedule the testing at a mutually agreeable time. Additionally, we will provide you with a copy of the sampling results after the data has been reviewed to ensure its accuracy. If you agree to site access, please sign the attached Access Agreement form and return a copy to our office using the enclosed self-addressed stamped envelope.

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manager, Josie Schultz can be reached by telephone at 920.366.5685 or by email at [Josie.Schultz@Wisconsin.gov](mailto:Josie.Schultz@Wisconsin.gov)

We greatly appreciate your cooperation and patience with this important matter.

Sincerely,

**EnviroForensics, LLC**

A handwritten signature in blue ink, appearing to read "Robert Hoverman".

Robert Hoverman, LPG

*Senior Project Manager*

*rhoverman@enviroforensics.com*

Cc: Josie Schultz, Wisconsin Department of Natural Resources

**ENCLOSURES**

Access Agreement



## ACCESS AGREEMENT

This access agreement is made between EnviroForensics, LLC ("Consultant") and "Owner". The purpose of this agreement is to provide Consultant and its representatives, access to certain property owned by Owner located at 930 Derby Lane in Green Bay, Wisconsin ("the Property") for the Consultant to conduct environmental sampling activities and investigation derived media storage, i.e., drums, for the former Econo-Care Cleaners, WDNR BRRTS # 02-05-514372 which was located on the Property. This agreement is subject to the conditions set forth below.

The parties agree as follows:

1. Owner, on his own behalf and on behalf of his successors, assigns, and tenants, hereby authorizes Consultant, its employees, agents, and subcontractors, permission to enter upon the Property for the purpose of conducting environmental investigatory activities (hereafter referred to as "the Work").
2. Consultant will notify Owner in advance of accessing the Property, which Owner will not unreasonably deny. Consultant will perform the Work at reasonable times of the day and in a manner which does not unreasonably interfere with Owner's or Owner's Tenants' activities at the Property. Before performing the Work, Consultant will obtain or cause to be obtained, and will maintain or cause to be maintained in full force at all times during the term of this agreement, all necessary permits, notifications, licenses, or certifications for itself and its agents and subcontractors.
3. Consultant promises and agrees that it will use its best efforts to perform the Work in a professional manner in accordance with generally accepted consulting practices and procedures in effect for such services at the time the services are rendered.
4. Consultant shall provide copies of environmental testing results to Owner.
5. Upon the conclusion of all Work required by Wisconsin Department of Natural Resources (WDNR) to obtain site closure under WDNR's System of Closure, Consultant shall restore the Property to substantially the same condition as it existed prior to access under the Access Agreement and any Consultant-installed wells or ports will be closed in accordance with applicable law. Consultant will remove debris and equipment following completion of the Work.




- 6. Consultant will defend and indemnify Owner from and against claims, damages, injuries, and/or liability caused by or arising from the Work performed by Consultant or its employees, agents, or subcontractors on or around the Property, e.g., slip & falls and damages to Owner's Property. Owner does not assume any risk, liability, responsibility, or duty of care as to Consultant's employees, agents, or subcontractors when on the Property to perform the Work, except that Owner will cooperate with Consultant's reasonable health and safety protocols.
- 7. This agreement comprises the entire agreement between Owner and Consultant with respect to the Work. It may be amended only by a written agreement executed by Owner and Consultant.
- 8. This access agreement will be effective until WDNR declares the Work completed.
- 9. Each party to this agreement represents and warrants that the person executing the agreement on its behalf is duly authorized and has the requisite power and authority to bind that party.

The parties or their duly authorized representative have signed this Agreement on the date specified below.

**EnviroForensics, LLC**

**Gary Parpovich**

By:   
 Its: Regional Director/SPM  
 Date: 1.21.2022

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_