

Joslin, Richard R - DNR

From: Beth Erdman <berdman@generalengineering.net>
Sent: Wednesday, February 6, 2019 6:03 AM
To: Joslin, Richard R - DNR
Cc: Brian Youngwirth
Subject: 5th and Ellis: Access Agreement for Doug Burris to Access MW600
Attachments: Burris Access Agreement.pdf

Good Morning Rick,

Attached you will find the access agreement sent yesterday for the above. I will follow up via telephone in 14 days if we have not received the signed agreement back and will keep you posted regarding response.

Have a nice day,

Beth
Beth A. Erdman
Environmental Project Manager | General Engineering Company
916 Silver Lake Drive | PO Box 340 | Portage, WI 53901
P 608-742-2169 | F 608-742-2592 | C 608-697-8004
berdman@generalengineering.net
www.generalengineering.net

GENERAL ENGINEERING COMPANY ELECTRONIC FILE NOTICE AND DISCLAIMER

This email and any electronic media transmitted with it are provided solely for the use of the addressee. Data, plans, specifications, reports, documents, and other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, all such documents recorded on or transmitted as electronic media are being provided to the addressee for informational purposes only, and not as an end product or as a record document. Any reliance on documents recorded on or transmitted as electronic media is deemed to be unreasonable and unenforceable. The hard copy drawing(s) or other original document(s) produced by GENERAL ENGINEERING COMPANY are the only true contract documents of record. Documents recorded on or transmitted as electronic media may not be used on other projects, other additions to this project, or by third parties without the express written permission of GENERAL ENGINEERING COMPANY. Any unauthorized modification or reuse of the transmitted electronic media shall be at addressee's sole risk, and addressee agrees to defend, indemnify, and hold GENERAL ENGINEERING COMPANY harmless for all claims, injuries, damages, losses, expenses and attorneys' fees arising out of the unauthorized modification or use of such electronic media.

The addressee understands that the use of any project related electronic media constitutes acceptance of the above conditions.

If you have received this email in error please notify the system manager. Finally, the recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

General Engineering Company
P.O. Box 340
916 Silver Lake Drive
Portage, WI 53901



608-742-2169 (Office)
608-742-2592 (Fax)
gec@generalengineering.net
www.generalengineering.net

Engineers • Consultants • Inspectors

February 5, 2019

Mr. Douglas Burris
1693 Norfolk Avenue
The Villages, FL 32162

Re: Property Access
Parcel#: 281751500150, located on the NW corner of E Green Bay and Ellis Streets
Shawano County, City of Shawano, Wisconsin, 54166

Dear Mr. Burris,

The purpose of this correspondence is to obtain authorization to collect one groundwater sample from the monitoring well (MW600) located on the above referenced property in the City of Shawano, Wisconsin.

On behalf of the Wisconsin Department of Natural Resources (WDNR), General Engineering Company (GEC) is completing an investigation of groundwater contamination encountered in a monitoring well located in the 5th Street right-of-way (ROW). Volatile organic compounds (VOC's) have been detected within groundwater in the well in the 5th Street ROW.

The WDNR is performing groundwater analysis to determine the vertical and horizontal extent of the groundwater contamination. GEC anticipates that the groundwater sample will be collected from the monitoring well no later than April 2019. To execute this agreement please sign the attached access agreement. Upon executing the agreement please retain one copy for your records and return the signed copy to GEC in the attached self-addressed stamped envelope.

The WDNR has accepted financial responsibility to collect this groundwater sample. If you have any questions, please contact GEC at (608) 742-2169.

Respectfully submitted,

GENERAL ENGINEERING COMPANY

A handwritten signature in black ink that reads "Beth A. Erdman".

Beth A. Erdman
Environmental Project Manager

A handwritten signature in black ink that reads "Brian Youngwirth".

Brian Youngwirth
Environmental Project Manager

Attachments: Access Agreement
Monitoring Well Location Map

c: Mr. Richard Joslin, WDNR (email)

Portage • Black River Falls • La Crosse



Consulting Engineering • Structural Engineering • Building Design • Environmental Services • Building Inspection • GIS Services
Grant Procurement & Administration • Land Surveying • Zoning Administration • Mechanical, Electrical, & Plumbing Services



ACCESS AGREEMENT TO ALLOW ENTRY TO PREMISES

PROPERTY OWNER: Douglas Burris

LOCATION: Parcel#: 281751500150, located on the NW corner of E Green Bay and Ellis Streets

CITY: Shawano

STATE: Wisconsin

1. **RIGHT OF ENTRY TO PREMISES.** The undersigned Owner is the legal owner of the property and hereby grants the undersigned Consultant, and Consultant's employees and agents, to enter upon and perform certain exploration activities upon the property described above. Specifically, the allowed activities collection of a groundwater sample from monitoring well MW600 located on the above listed property.
2. **PURPOSE OF ACTIVITIES.** The purpose of the allowed activities is to evaluate the nature, extent and possible source of groundwater contamination, which was identified during previous site investigation activities at the nearby 5th and Ellis Streets in Shawano, Wisconsin. The Wisconsin Department of Natural Resources (WDNR) has accepted the responsibility of performing this sampling, pertaining to the reported contamination within monitoring well MW1000 to the north of your property, located in the 5th Street right-of-way. In order to sample the groundwater, the following activities may be performed:
 - A.) Accessing the well.
 - B.) Evaluation of the well construction for sampling.
 - C.) Purging and sampling the well.
3. **TERM OF AGREEMENT.** The activities authorized hereunder are expected to be completed on or before April 2019. All rights and privileges granted by Owner shall cease on that date, unless they are extended by a subsequent agreement.
4. **AGREEMENT NOT TO INTERFERE.** Owner shall not interfere with any of the activities described herein.
5. **RESTORATION OF PROPERTY.** Material and equipment utilized by the Consultant will be removed by Consultant from the property upon completion of the groundwater sampling authorized by this agreement. Consultant will restore the property to substantially the same condition prior to Consultant's activities.
6. **PROVISION OF ANALYTICAL RESULTS.** Upon written request, Consultant shall provide copies of analytical results of groundwater samples obtained on Owner's property to Owner within four weeks of completion of the field activities.
7. **INDEMNIFICATION.** Consultant shall indemnify and hold Owner harmless from and against any and all claims for personal injury or property damage occurring to Owner or third parties arising out of the work which Consultant, its employees or agents perform on the property.
8. **NO REAL ESTATE INTEREST.** Consultant acquires no rights in the property by virtue of this agreement.
9. **COST OF ACTIVITIES.** Owner shall not be responsible for any costs or expenses incurred by the activities described herein.

**WDNR 5th and Ellis Phantom (State Lead)
Access Agreement
Page 2**

Property Owner

AUTHORIZED SIGNATOR: _____

SIGNATURE: _____

DATE: _____

General Engineering Company ("CONSULTANT")

AUTHORIZED SIGNATOR: _____

SIGNATURE: _____

DATE: _____

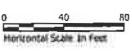



Remaining
Groundwater
Contamination

Attachment 1

LEGEND

- APPROXIMATE SITE BOUNDARY
- ||||| RAILROAD LINE
- ★ MW1000
89.90
141
MONITORING WELL LOCATION & GROUNDWATER ELEVATION (FEET) AND PCE CONCENTRATION (ng/l)
- 89 --- GROUNDWATER ELEVATION CONTOUR LINE: DASHED WHERE INFERRED
CONTOUR LINE INTERVAL = 0.5 FEET
- GROUNDWATER FLOW DIRECTION
- EXTENT OF GROUNDWATER WITH PCE CONCENTRATIONS EXCEEDING 140 ES
DASHED WHERE INFERRED



 12075 N CORPORATE PKWY, STE 200 MEQUON, WISCONSIN 53092 P: 262-241-4466 F: 262-241-4901 <small>V:\183\ACTIVE\193700666\CA\DWG\AS\191000_FIG_5.DWG</small>	GROUNDWATER ELEVATION CONTOUR MAP NOVEMBER 7, 2011	
	FAIRVIEW MALL SHAWANO, WISCONSIN	
DATE: 09-06-11 DRAWN BY: JRB REVISED:	PROJECT: 193700666	FIGURE: 5

* SHAWANO COUNTY AERIAL DATED 2009