



November 2, 2021

Whitman Park Apartments LLC
614 W. Brown Deer Rd
Suite 300
Bayside, WI 53217-1622

**Subject: Agreement to Provide Access for Sampling Activities
1041 Lowell Drive, Oconomowoc, Wisconsin**

Dear Property Owner or Manager:

In cooperation with the Wisconsin Department of Natural Resources (WDNR) and state and local health officials, One Hour Martinizing (OHM) is conducting a study of potential environmental conditions in the area surrounding the former OHM site at 1035 Summit Avenue in Oconomowoc, Wisconsin. These activities are part of an environmental investigation being performed to define the nature and extent of impacts related to an incidental release of the dry cleaning solvent tetrachloroethene (PCE). The investigation is being performed by EnviroForensics for OHM at the direction of the WDNR.

WDNR has asked that OHM conduct some basic environmental testing at properties north and south of their property to ensure that surrounding properties do not require environmental remediation. The WDNR has directed OHM to perform the aforementioned testing and sampling as a proactive, precautionary measure to ensure that the identified impacts have been contained to the area at and around the Site itself. As part of this process, we are requesting access to your property to collect soil samples, install two (2) groundwater monitoring wells, and collect groundwater 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 OHM.

Investigation Activities

Two (2) soil borings will be advanced in the parking lot of your property at the approximate locations shown on **Figure 1** (attached). The exact locations will depend on the paths of underground utilities, which will be located and marked before work begins. The borings will be advanced up to 35 feet below ground surface (bgs) to facilitate soil sample collection. Soil will be continuously logged and screened from surface to total depth. One (1) soil sample will be collected from each boring for laboratory analysis. The soil samples will be analyzed for volatile organic compounds (VOCs).

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Once the soil sampling is completed, the borings will be converted into groundwater monitoring wells. The monitoring wells will be constructed of 2-inch diameter poly-vinyl chloride (PVC) riser and screen, installed within 8-inch diameter hollow-stem drilling augers. The monitoring wells will be approximately 35 feet deep. 8-inch diameter traffic-rated steel flush-mount well vaults will be installed in 12-inch diameter concrete pads at each well location to protect the PVC and provide access for groundwater sampling. A surveyor will measure the well positions and surface elevations.

EnviroForensics personnel will access the monitoring wells periodically to measure water table depth and collect groundwater samples for VOC analysis. When the investigation is deemed complete by WDNR, the monitoring wells will be abandoned in accordance with regulatory requirements. At that time the well vaults will be removed and the asphalt surface repaired.

EnviroForensics does not anticipate there will be any damage to your property from the sampling activities. Nonetheless, EnviroForensics agrees to promptly repair any damages to your property should any occur as a result of our activities.

Scheduling

We would like to conduct the investigation activities in the coming weeks, so your prompt response is appreciated. If you agree to allow this work, we will schedule the soil boring and well installation at a mutually agreeable date and time. Additionally, we will provide you with a copy of all soil and groundwater sample results after the data is 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. Further, in the event that additional investigation and/or remediation activities are required at your property, we will provide you with as much advance notice as possible.

If you have any questions or concerns and would like to discuss these activities further, you can call EnviroForensics directly. I can be reached at (414) 630-0060, or by e-mail at rhoverman@enviroforensics.com.

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

Sincerely,
EnviroForensics, LLC

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

Rob Hoverman
Regional Director



ACCESS AGREEMENT

This access agreement is made between EnviroForensics, LLC ("Consultant") and Whitman Park Apartments LLC ("Owner"). The purpose of this agreement is to provide Consultant and its representatives access to certain property owned by Owner located at 1041 Lowell Drive, Oconomowoc, Wisconsin ("the Property") in order for Consultant to conduct environmental investigation activities. 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 WDNR to obtain site closure under the 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

PROPERTY OWNER

By: 

By: _____

Its: Regional Director

Its: _____

Date: 11.2.2021

Date: _____

Phone Number: _____

E-Mail: _____