From:	Egan, Alice M - DNR
Sent:	Wednesday, November 06, 2024 12:39 PM
To:	joe@katzprop.com
Cc:	Rob Hoverman
Subject:	Final request to install groundwater monitoring well at 1033 Lowell Drive, Oconomowoc, WI for the One Hour Martinizing site (BRRTS # 02-68-582951), 1035 Summit Avenue, Oconomowoc, WI
Attachments:	20241106_99_Property_Access_Off-site_Katz_Properties.pdf

Dear Mr. Kwiatkowski,
This is your final request for installation of a groundwater monitoring well at 1033 Lowell Drive. See the attached letter for more information.

Alice Egan
Hydrogeologist – Remediation and Redevelopment
Wisconsin Department of Natural Resources
1027 W. St. Paul Avenue, Milwaukee, WI 53233
Phone: 414-639-4007
alice.egan@wisconsin.gov

dnr.wi.gov
Our core values include professionalism, integrity, and customer service.
Please visit our survey to provide feedback on your experience interacting with any DNR employee.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
1027 W. Saint Paul Avenue
Milwaukee WI 53233

Tony Evers, Governor

Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

November 6, 2024

Joe Kwiatkowski
Katz Properties – Whitman Park Apartments
614 W. Brown Deer Road, Suite 300
Bayside, WI 53217
Via Electronic Mail Only to joe@katzprop.com

SUBJECT: Final Request for Property Access to Install a Groundwater Monitoring Well
One Hour Martinizing, 1035 Summit Avenue, Oconomowoc, WI
DNR BRRTS # 02-68-582951, FID # 268087160

Dear Mr. Kwiatkowski,

The Wisconsin Department of Natural Resources (DNR) has been informed that Mark Edmonson from EnviroForensics has contacted you multiple times to access your property at 1033 Lowell Drive (Whitman Park Apartments) in Oconomowoc to install a groundwater monitoring well to further investigate the contamination for the above mentioned environmental case. The DNR further understands that, to date, you have not responded to, or have declined, these access requests.

This letter is a final request to allow EnviroForensics on your property to conduct the necessary environmental work.

From both a health and liability perspective, it is in your interest to authorize installation of the groundwater monitoring well and collection of groundwater samples as soon as possible.

Investigation at One Hour Martinizing

The One Hour Martinizing case was opened in 2019 when tetrachloroethene, a dry cleaning chlorinated solvent, was identified at the site. According to Wisconsin Statutes (Wis. Stat.) § 292.11, One Hour Martinizing is responsible for defining the degree and extent of the contamination and cleaning up contamination in soil and groundwater in accordance with Wisconsin Administrative (Wis. Admin.) Code chs. NR 700-754.

Defining the extent of contamination in soil is performed by drilling soil borings and analyzing the soil for constituents of the source contamination. In this particular case, the source contaminants are chlorinated solvents. Groundwater is investigated by installing monitoring wells and analyzing groundwater for the same constituents. The results of a soil and groundwater investigation determine if a potential vapor intrusion risk exists at a building and whether vapor sampling is warranted. Vapor is investigated by installing vapor probes in a building and analyzing vapor for the same constituents. An environmental investigation may cross property lines for defining the contamination in degree and extent.

EnviroForensics, the environmental consultant for One Hour Martinizing, sent you a request to access your property for the purpose of installing a groundwater monitoring well to collect groundwater samples. The purpose of collecting the groundwater samples is to define the contamination downgradient from the One Hour Martinizing site.

DNR Recommends Granting Property Access for the Groundwater Investigation
DNR highly recommends that you grant access to your property and allow this work to be performed now, rather than risk taking on that responsibility yourself at a later date.

To allow access to your property for the installation of the groundwater monitoring well and collection of groundwater samples, complete, sign, and return the enclosed "Access Permission Agreement" to EnviroForensics within one month of the date of this letter. The contact at EnviroForensics is Rob Hoverman (rhoverman@enviroforensics.com or 262-366-4425). You will then be contacted to schedule a day and time for installation of the well. Additional dates will be necessary for development of the well and collection of groundwater samples.

The following issues are important for you to consider in making your final decision about access:

Documentation in DNR Files
In the event that you do not return a completed "Access Agreement" within one month of the date of this letter, or otherwise contact DNR to explain why additional time is needed, it will be noted in the records for One Hour Martinizing that you are not allowing access to your property for installation of the groundwater monitoring well.

Costs Paid if Access is Granted Now
Currently, One Hour Martinizing is the party responsible for investigating the environmental contamination on, and migrating from their property. They are required to pay for environmental work at potentially affected properties like yours. If you allow access now the installation of the groundwater monitoring well and collection of groundwater samples and abandonment of the well will be paid for in full.

You May be Responsible for Investigation Costs if Access is Not Granted
If you do not allow property access for the groundwater monitoring well installation and collection of groundwater samples at this time you risk becoming the party who is responsible for costs and duties associated with cleaning up any contamination that exists on your property – whether you caused the problem or not.

Potential Health & Real Estate Concerns
Allowing access now and allowing the groundwater investigation to proceed is clearly the best course of action. It will help reduce health risks, limit your liability, and demonstrate action to correct a potential issue for purposes of property transactions.

If you have any questions regarding the content of this letter, please contact me at 414-639-4007 or alice.egan@wisconsin.gov.

Sincerely,

Alice Egan
Hydrogeologist
Remediation and Redevelopment Program

cc: Rob Hoverman, EnviroForensics, rhoverman@enviroforensics.com

RR-973, Environmental Contamination and Your Real Estate

March 19, 2024

Whitman Park Apartments LLC
9001 N White Oak Ln
Bayside, WI 53217

Subject: **Agreement to Provide Access for Sampling Activities**
1033 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 tetrachlorothene (PCE). The investigation is being performed by EnviroForensics for OHM at the direction of the WDNR.

WDNR has asked that OHM conduct environmental testing that includes installation and sampling of a groundwater monitoring well in the drive at the northern corner of your property (see Attached Figure) at 1033 Lowell Drive (note that the well head will be outfitted with a bolted cover and internal locking cap that is flush with the driveway surface). The purpose of installing and sampling the groundwater monitoring well is to verify that the extents of potential contaminants have be adequately defined within 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 a groundwater monitoring well, 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
EnviroForensics with utilize a Wisconsin Licensed Driller to perform the groundwater monitoring well installation. The monitoring well boring will be advanced using a truck-mounted rotary drill rig using 8.25 inches outside diameter hollow stem augers. Soils encountered as the boring is advanced will be periodically examined and logged to identify lithology, evidence of contamination, and other physical properties. The well boring will be advanced in the driveway (located along northeast side of your property) at the approximate location shown on Figure 1 (attached). The exact location of the monitoring well will depend on the presence of underground utilities/structures, overhead obstructions, and/or immediately

adjacent objects that may inhibit access to the drilling location. Utilities will be located/marked, and overhead/adjacent obstructions will be identified before work begins. The borings will be advanced up to 35-feet below ground surface (bgs). One (1) soil sample will be collected from the boring for laboratory analysis. The soil samples will be analyzed for volatile organic compounds (VOCs). Once the soil sampling is completed, the borings will be converted into groundwater monitoring wells, as detailed below.

The proposed groundwater monitoring well will be constructed with 2-inch diameter PVC riser and a 10-foot length of PVC well screen with 0.010-inch machine-slotted openings. The well screen will be approximately centered vertically across the water table surface, anticipated to be at a depth of between 25-35 feet bgs. A sand filter pack will be placed from 6-inches below to 1-foot above the well screen. A filter pack seal will be placed above the filter pack, consisting of 2-feet of fine sand. The remaining annular space will be filled with 3/8-inch diameter bentonite pellets to within 1.5-feet of ground surface. The bentonite pellets will be hydrated in-situ with clean water following placement. The remaining 1.5-feet of annular space will be filled with fine sand and fitted with a flush-mounted well protective cover.

EnviroForensics personnel will access the monitoring well 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 such damages should they 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 groundwater monitoring 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 our request further, please contact me at (502) 381-0262, or by e-mail at medmonson@enviroforensics.com.

We greatly appreciate your consideration and assistance with this important matter.

Sincerely,
EnviroForensics, LLC

Mark Edmonson
Senior Project Manager

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 1033 Lowell Drive, Oconomowoc, Wisconsin 53066 (“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

By:_____

Title:_____

Date:_____

PROPERTY OWNER

By:_____

Title:_____

Date:_____

Phone Number:_____

E-Mail:_____

FIGURE 1

PROPOSED GROUNDWATER MONITORING WELL LOCATION

Source: Waukesha County GIS Viewer https://prd1.waukcogeo.com/HTML5Viewer/?viewer=html_viewer_ext | Accessed 02 22 2024

Legend

Proposed Groundwater Monitoring Well – 1033 Lowell Dr

PROPOSED OFF-SITE GROUNDWATER MONITORING WELL

One Hour Martinizing
1035 Summit Avenue, Oconomowoc, WI
DNR BRRTS Activity # 02-68-582951

Date:	02 22 2024
Designed:	MSE
Drawn:	
Checked:	
DWG file:	

ENVIRO forensics
757 Logan Street · Louisville, KY 40204
EnviroForensics.com

Figure	1
Project	200009