

ACCESS PERMISSION AND VAPOR MITIGATION AGREEMENT

I, _____ hereby give permission to the City of West Bend
(Print Name)

and its employees, duly authorized representatives, agents and contractors, to enter upon and have access at reasonable times to the home located at _____, West Bend, Wisconsin 53090, and
(Address)
that is owned by _____.
(Print Name)

The property is located in the Town 11 North, Range 19 East, Section 9, parcel # _____, Washington County, West Bend, Wisconsin.

The access permission is for the following purposes: The City of West Bend or City's consultants or agents may mitigate vapor intrusion at the home due to chlorinated volatile organic compounds (CVOC). This permission allows the City of West Bend or the City's consultants or agents to:

- (1) *Inspect the home and determine which (if any) diagnostic tests are necessary in the home prior to installation of a sub-slab depressurization system (SSDS);*
- (2) *Install a SSDS in the home;*
- (3) *Conduct communication testing beneath the foundation slab after the SSDS is installed to determine if a pressure differential exists and to add additional suction pits, do additional foundation sealing, etc., if necessary;*
- (4) *If needed, to collect indoor air sample(s) on each level of the home; and*
- (5) *Inspect and maintain the system, and perform repairs to the system when needed*

The permission that is granted shall remain in effect until the City of West Bend receives closure approval from DNR for the source property.

Once the installation is complete, the SSDS will be owned by the property owner. The contractor will provide a basic warranty on labor and materials to the homeowner. The property owner agrees not to damage or interfere with the operation of the SSDS and any work performed in the home that was completed as part of the SSDS installation.

The responsible party will conduct operation, maintenance and repair of the mitigation system until DNR grants closure at the source property. After that time, the property owner assumes responsibility for the maintenance, operation and repair of the SSDS, and understands that in order for the system to be effective it must be operated continuously and as instructed by the contractor or manufacturer's operation manual.

The property owner understands and agrees that DNR is not liable or responsible for any operation, repair, maintenance or any other costs associated with the SSDS after the SSDS is installed.

IN WITNESS WHEREOF:

Signature of Property Owner

Date

Print Name

Email address

(INFORMATION ON REVERSE)

Mailing Address of Owner

Area Code and Telephone Number

TENANT(S) / LESSEE(S) by UNIT NUMBER, ETC.

Name of Tenant(s)/Lessee(s)

Tenant(s) phone number

Tenant(s) email address

Mail or email correspondence regarding this site to:

City of West Bend
Doug Neumann, Director of Public Works
251 Municipal Drive
West Bend, WI 53095

neumannnd@ci.west-bend.wi.us