



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204

(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Michael R. Pence
Governor

Thomas W. Easterly
Commissioner

Mr. Timothy Morgan
Gateway Apartments L.P.
7160 Chagrin Road, Suite 250
Chagrin Falls, Ohio 44023

May 21, 2014

Mr. Mark Lindenlaub
Housing Partnerships, Inc.
1531 13th Street, Ste G900
Columbus, Indiana 47201

Re: Voluntary Remediation Agreement
Former Golden Castings – Parking
Lot
1616 10th Street
Columbus, Indiana 47201
VRP #6140303

Dear Mr. Morgan and Mr. Lindenlaub:

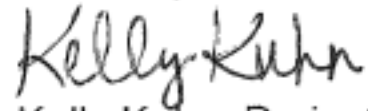
Please find enclosed a copy of the Voluntary Remediation Agreement (VRA) for the Former Golden Castings – Parking Lot site in Columbus, Indiana. The VRA has been signed by the Commissioner of the Indiana Department of Environmental Management.

IDEM is prepared to begin review of any site related documents associated with the implementation of the VRA. Please refer to IDEM's Remediation Program Guide and Remediation Closure Guide for guidance regarding specific agency and program requirements for investigation, remediation, and reporting. Both documents are available online at <http://www.in.gov/idem/6726.htm> (Remediation Program Guide) and <http://www.in.gov/idem/6683.htm> (Remediation Closure Guide). In addition, IDEM requires that all documents be submitted following guidance on IDEM's website at <http://www.in.gov/idem/6578.htm>. IDEM also requests that all sample data collected during the project be submitted for inclusion in the agency's sampling database in accordance with the guidance on IDEM's website at <http://www.in.gov/idem/5384.htm>.

Please be advised that Exhibit A, Task B of the VRA requires that a Remediation Work Plan (RWP) be submitted for review within 180 days of the execution date of the document. As part of the RWP, IDEM is requiring that a Record of Remedy Selection (RRS) form be included to ensure that site decisions are clearly presented and weighed against appropriate criteria. To assist in completing the RWP, a checklist is also available and should be included with the RWP submittal. Both of the aforementioned documents are available at http://www.in.gov/idem/5157.htm#olq_remediation.

If you have any questions please contact me at (317) 234-2833, 1-800-451-6027, or by e-mail at kkuhn@idem.in.gov.

Sincerely,



Kelly Kuhn, Project Manager
Voluntary Remediation Program
Office of Land Quality

Cc: Mr. Perre Burns, Burns Environmental Engineering, Inc. (e-copy)

Enclosure: Voluntary Remediation Agreement

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Applicant, that he/she has not, nor has any other member, employee, representative, agent or officer of the Applicant, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Application other than that which appears upon the face of this Application.

**SIGNATURE PAGE FOR VRA
BETWEEN IDEM AND GATEWAY APARTMENTS L.P., JONESBORO
INVESTMENTS CORP., AND HOUSING PARTNERSHIPS, INC.**

In Witness Whereof, the Applicant and the State have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

For the Applicant:

Applicant: Gateway Apartments L.P.

By Timothy M. Morgan
Printed Name: Timothy M. Morgan
Title: General Partner
Date: 5/7/14

Attested By: Nicole Wells
Nicole Wells
Secretary
5/7/14

Applicant: Jonesboro Investments Corp.

By Timothy M. Morgan
Printed Name: Timothy M. Morgan
Title: President
Date: 5/7/14

Attested By: Nicole Wells
Nicole Wells
Secretary
5/7/14

Applicant: Housing Partnerships, Inc.

By Mark Lindenkuh
Printed Name: Mark Lindenkuh
Title: Executive Director
Date: 5/8/14

Attested By: Charity Hall
Charity Hall
Administrative Assistant
5/8/2014

For the Indiana Department of Environmental Management

Thomas W. Easterly
Thomas W. Easterly, Commissioner

Date: MAY 19, 2014

Technical Recommendation:

Corey Webb
Corey Webb, Section Chief
Voluntary Remediation Program

Date: May 15, 2014

on an ERC and/or an ERO, then the Applicant shall include a copy of the recorded ERC and/or the ERO (including documentation showing that the ERO was adopted by a municipal corporation or town authorized to do so, and is in effect under IC 36) with the Completion Report. IDEM is not bound to accept any ERC or ERO that was not evaluated by IDEM prior to being recorded or adopted by a municipal corporation.

Task: K Upon approval of the submitted Completion Report and remittance of all Administrative Costs pursuant to paragraph 9 of this Agreement, IDEM will issue a Certificate of Completion. If the Certificate of Completion is issued, the Applicant shall record it on the deed of the property subject to the remediation. The Applicant shall provide a copy of the recorded Certificate of Completion to IDEM for its review to ensure the recording was correct.

Task: L After IDEM receives a copy of the recorded Certificate of Completion and determines it was properly recorded, the IDEM Project Manager will prepare a Covenant Not To Sue packet to forward to the Governor's Office for appropriate signature. When the Covenant Not To Sue is executed by the Governor's Office, IDEM will provide to the Applicant the executed Covenant Not To Sue.

The Contractor shall follow the schedule provided as Exhibit B, Schedule for Project Tasks, attached hereto and incorporated herein.

**EXHIBIT B
SCHEDULE OF PROJECT TASKS**

The tasks and the associated time periods necessary for the project are as follows:

TIME PERIOD	TASK
Prior to or concurrent with the submittal of the RWP	<ul style="list-style-type: none"> • Task A
Within 180 days after the Effective Date of this Agreement or longer per a written extension granted by IDEM	<ul style="list-style-type: none"> • Tasks B, C & D
Upon IDEM's receipt of the Applicant's proposed RWP	<ul style="list-style-type: none"> • Task E
Upon conclusion of IDEM's review of the proposed RWP and any additional information submitted at IDEM's request	<ul style="list-style-type: none"> • Task F
Following the expiration of the 30-day public comment period on the proposed RWP	<ul style="list-style-type: none"> • Task G
Within 60-days of IDEM's approval of the RWP	<ul style="list-style-type: none"> • Tasks H & I
Following the completion of the remediation work performed pursuant to the RWP	<ul style="list-style-type: none"> • Task J & K
After IDEM receives and reviews the recorded Certificate of Completion	<ul style="list-style-type: none"> • Task L

Extensions of Time Periods—Generally.

Any written response shall be deemed timely performed if hand delivered or postmarked by the last day of any time period prescribed herein. Whenever a Party has the right or an obligation to do some act or make some response within a prescribed period after the service of a notice by mail, three (3) days shall be added to the prescribed period.

Whenever any Party is called upon to respond or otherwise act in a certain number of days, and the final day occurs on a Saturday, Sunday or legal holiday (whether state or national), such time limitation shall automatically extend to the next business day after such Saturday, Sunday or legal holiday.

Any time periods specified in this Agreement may be extended only by written agreement of the Parties.

Extensions of Time Periods for submitting a RWP.

The Applicant may receive an extension of time for no longer than 90 days if requested in writing and IDEM determines good cause exists for requesting the extension. Applicant may request a second extension for no longer than 90 days if requested in writing and IDEM determines good cause exists for requesting the second extension. In no event shall more than two 90 day extensions be granted, and if Applicant fails to submit a RWP that meets the requirements of IC 13-25-5 within the initial 180 day period or within an extended time period as granted by IDEM, this Agreement shall terminate and IDEM reserves the right to bring any action to enforce any statute or regulation under Title 13 of the Indiana Code, including an action regarding the violations or releases that were the subject of this Agreement.

Notice of Bankruptcy or Death.

As soon as the Applicant has knowledge of its intention to file bankruptcy and no later than seven (7) days after the actual filing of a voluntary or involuntary bankruptcy petition, the Applicant shall notify IDEM of the filing of a bankruptcy petition. If an Applicant dies, as soon as a personal representative of a deceased Applicant's estate becomes aware of this VRP project, the personal representative shall notify IDEM of the probate of the estate. IDEM shall be notified as a creditor of the bankruptcy and/or estate. IDEM's claim may be a contingent claim, in whole or in part, as there may be oversight costs due after the closing of the bankruptcy and/or probate estate.

Notice to Key Person(s)/Designated Project Managers.

Whenever any notice, statement, report, approval, notification, disapproval, and other correspondence or communication is required under this Agreement, it shall be sent to the following addresses by U.S. First Class mail, hand delivery, overnight mail, or by courier service:

Notices to IDEM:

Ms. Kelly Kuhn
Voluntary Remediation Program
MC 66-30V IGCN 1101
Indianapolis, Indiana 46204-2251
(317) 234-2833

Applicant Project Manager:
(See paragraph 16)

Perre E. Burns
Burns Environmental Engineering, Inc.
609 E Washington Street
Lebanon, IN 46052
317-408-6342

Formal Notices (RWP approval, closure approval, issuance of Certificate of Completion and Covenant Not To Sue, etc.), shall also be sent to the following Applicant contacts:

:

Mr. Timothy Morgan
7160 Chagrin Road, Suite 250
Chagrin Falls, Ohio 44023
(440) 247-3900

Mr. Mark Lindenlaub
1531 13th Street, Suite G900
Columbus, Indiana 47201
(812) 376-9458

With a Copy to:

Thomas W. Baker
Hatchett & Hauck LLP
111 Monument Circle, Suite 301
Indianapolis, Indiana 46204
(317) 464-2624

Part II
Special Technical Conditions

Compliance with Guidance Documents.

Provided that a complete RWP is submitted within the 180-day timeframe specified under Task B of Exhibit A ("Scope of Work") of this Agreement, all work performed and all documents submitted shall be in accordance with all agency guidance documents available and in effect as the Effective Date of this Agreement, including IDEM's *Remediation Program Guide and Remediation Closure Guide*, and any updates and associated transition policies regarding agency guidance documents available and in effect as of the Effective Date. In this context, "guidance" shall include both the aforementioned guidance documents as well as the screening levels (and the input parameters used to derive these screening levels) referenced in the Remediation Closure Guide which are current and in effect as the Effective Date of this Agreement. The Applicant may supplement this guidance with guidance or other documents approved by the VRP. Guidance documents identified in this Agreement are named for the convenience of the Applicant; the failure to specify a specific guidance document in this Agreement shall not be construed as a limitation on the applicability of a guidance document.

In the event that a RWP is not submitted within the 180-day timeframe specified under Task B of Exhibit A of this Agreement for whatever reason including IDEM's agreement to an extension of time as discussed in Exhibit C ("Special Conditions"; "Extensions of Time Periods for submitting a RWP"), or if a RWP is approved by this agency but is subsequently amended or revised such that a change in remedial objectives require IDEM to reevaluate risk at the site, then both the guidance and the underlying science that is current at the time of that submittal (including the screening levels and associated input parameters) shall apply.

Environmental Professionals.

All work plans and reports related to the practice of geology to be submitted by the Applicant shall be designed and implemented under the direction and supervision of a Licensed Professional Geologist ("LPG") licensed in Indiana with expertise in hazardous substance or petroleum Site investigation and remediation. If the work requires a designed remediation system or engineered barrier, the work will be done under the direction and supervision of a Professional Engineer ("PE") with expertise in hazardous substance or petroleum Site investigation and remediation.

Quality Assurance.

The Applicant shall use quality assurance, quality control, and chain of custody procedures in accordance with the Quality Assurance Project Plan approved for use by IDEM throughout any sample collection and analysis activities under this Agreement, unless IDEM agrees otherwise.

Applicant shall provide the IDEM Project Manager with reasonable advance notice of all sampling activities as detailed in site investigation plans or RWPs. IDEM reserves the right to require the presence of an IDEM representative during any sampling events, including those that the Applicant intends to use as confirmation sampling. To provide quality assurance and maintain quality control, the Applicant shall do each of the following.

- (a) Applicant shall allow IDEM personnel and/or IDEM authorized representatives reasonable access to laboratories and personnel utilized by the Applicant for analyses.
- (b) Applicant shall ensure that all sampling and analyses are performed according to U.S. EPA methods, the approved Quality Assurance Project Plan, or other methods deemed satisfactory by IDEM.
- (c) Applicant shall ensure that any laboratories used by the Applicant for analyses participate in a documented Quality Assurance/Quality Control program that complies with U.S. EPA guidance documents. As part of such a program, and upon request by IDEM, such laboratories shall perform analyses of samples provided by IDEM to demonstrate the quality of analytical data for each such laboratory.
- (d) Applicant shall perform confirmatory sampling for all contaminants and all media for which a Certificate of Completion and Covenant Not to Sue are sought. Applicant shall specify in the RWP the means of taking confirmatory samples and notify IDEM personnel a minimum of fourteen (14) days prior to taking confirmatory samples.

IDEM reserves the right to reject any data not gathered consistent with the requirements of this section and Exhibit C, Part II (Sampling and Data/Document Availability) and to require that the Applicant utilize a different laboratory.

Sampling and Data/Document Availability.

The Applicant shall, upon request, make the results of all sampling, including raw data, and/or tests or other data generated by the Applicant, or on the Applicant's behalf, available to IDEM. IDEM will make available to the Applicant the quality assured results of sampling and/or tests or other data similarly generated by IDEM.

At the request of IDEM, the Applicant shall provide to IDEM (and/or its authorized representative) splits or duplicates of any samples collected by the Applicant pursuant to the implementation of this Agreement. At the request of the Applicant, IDEM (or its authorized representative) shall provide split or duplicate samples to the Applicant of any samples collected by IDEM and/or its authorized representative pursuant to the implementation of this Agreement. Each Party shall notify the other in advance of any sample collection activity.

Scientific Practices.

The Applicant shall employ sound scientific, engineering, and construction practices.

Part III
Interagency Cooperation

The following agencies have an interest in the RWP because of concurrent jurisdiction over the Site:

1. Indiana Department of Natural Resources
Executive Office Room W-256
402 W. Washington, Indianapolis, IN 46204
Attn: John M. Davis
Phone: (317) 232-4025
Fax: (317) 233-6811

2. Indiana State Department of Health
Epidemiology Resource Center
3-D
2 N. Meridian St.
Indianapolis, IN 46204

3. Department of Homeland Security
Fire Code Enforcement, Fire & Building Safety
Rm E-241
402 W. Washington St.
Indianapolis, IN 46204
Phone: (317) 232-2222
Fax: (317) 233-0307

4. U.S. Department of Interior
Fish & Wildlife Service
Bloomington Ecological Services Field Office
620 South Walker Street
Bloomington, Indiana 47403-2121
Telephone: (812) 334-4261
Fax: (812) 334-4273

The Applicant shall provide notice to these agencies of the submission of the RWP by sending them a copy of the RWP Executive Summary, a Site map, and the names of the Project Managers for the Parties. Any of the above named agencies that wish to review the RWP shall be given an opportunity by IDEM to comment during the time that IDEM is reviewing the RWP or during the thirty (30) day public comment period provided for in IC 13-25-5-11. If the Applicant wishes to address natural resource damages in the RWP, the Applicant shall so notify the State and Federal Natural Resources Trustees within thirty (30) days of the Effective Date of this Agreement.

Part IV
Natural Resource Damages

The Applicant may devise and carry out a plan for restoration, rehabilitation, replacement, or acquisition of equivalent natural resources or pay to the State the value of the natural resources, as determined by the Natural Resource Trustees. The plan may be developed and implemented as part of the RWP. If the Applicant wishes to address natural resource damages in the RWP, the Applicant shall so indicate in the

notice to State and Federal Natural Resources Trustees, as specified in Exhibit C, Special Conditions, Part III, Interagency Coordination.

After receiving notice of the Applicant's desire to address natural resource damages, the Natural Resources Trustees may perform a pre-assessment screen for injury to, destruction of, or loss of natural resources. The Applicant expressly agrees to reimburse IDEM for any and all costs incurred by either IDEM or the Indiana Department of Natural Resources in performing the pre-assessment screen. The Applicant will perform the assessment of damages based on the pre-assessment screen. This Agreement and the Covenant Not to Sue issued hereunder do not alter the liability of the Applicant or any other person to the federal government for claim of natural resource damages under any federal law.

**EXHIBIT D
ITEMIZED COSTS**

**NON-BINDING COST ESTIMATE
IDEM SITE #: 6140303**

Oversight of voluntary remediation at the Former Golden Castings – Parking Lot site in Columbus, Indiana will be required. The following tasks and estimated costs are anticipated:

Review of Remediation Work Plan & Revisions	\$ 10,000
Implementation Oversight	\$ 3,000
Review of Remediation Completion Report & Revisions	\$ 4,500

Please note that IDEM split sampling costs are NOT included in this estimate

Total: \$ 17,500

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