



Indiana Brownfields Program

an Indiana Finance Authority Environmental Program

100 North Senate Avenue, Room 1275
Indianapolis, Indiana 46204
www.brownfields.in.gov

James P. McGoff
Director of Environmental Programs
(317) 232-2972
jmcgoff@ifa.in.gov

August 6, 2024

Mr. Glen Howard
Senior Project Manager
SES Environmental
3807 Transportation Drive
Fort Wayne, Indiana 46818

Re: Cost Proposal for Phase I Environmental Site
Assessment
Community Wide Assessment Initiative
Coursen Property
246 South 24th Street
New Castle, Henry County, Indiana
Brownfield Site #4240710
SES – CWAG Project Amendment #14

Dear Glen:

The Indiana Brownfields Program (Program) is in receipt of SES Environmental's (SES) proposal (see Attachment A) submitted in response to the Program's request for a cost estimate for the completion of a Phase I Environmental Site Assessment (Phase I ESA) at the Coursen Property in New Castle, Indiana (Site). We have attached a Project Amendment to be attached as part of Exhibit A of your firm's Professional Services Contract with the Indiana Finance Authority (Authority) which acknowledges the Program's acceptance of your proposal and will serve as your authorization to proceed.

Scope of Work

As outlined in Attachment A, SES will perform the following task:

Task A: Complete a Phase I ESA according to the American Society of Testing and Materials (ASTM) 1527-21 and All Appropriate Inquiry (AAI) standards and submit to the Program for review.

Site Access

SES will need to execute a site access agreement (Site Access Agreement) with the owner of the Site granting access to the Site for the environmental assessment activities. An executed copy of the Site Access Agreement will be attached hereto by the Program as Attachment B after it is received from your firm. If the Site owner refuses to sign the Site Access Agreement, the Program may determine to withdraw funding for the Site.



Schedule for Project Tasks

The schedule outlined below approximates the timeline for implementation of the work outlined in Attachment A:

- August 6, 2024: Project Amendment transmitted to consultant
- August 9, 2024: Signed Project Amendment and Site Access Agreement received by the Program
- September 13, 2024: Phase I ESA Report and final invoice submitted to the Program

Total Estimated Project Expense Budget & Payment

The cost to complete the above-referenced Scope of Work will be based on the proposal contained in Attachment A and total project expense budget (Project Budget) outlined herein. SES will not change the Scope of Work or exceed the Project Budget for this project without prior written authorization from the Program. The Program has executed the Project Amendment attached hereto to authorize initiation of the activities under the Scope of Work. As soon as the Program receives SES's signed acknowledgment on the Project Amendment, invoicing can begin according to the following proposed payment schedule:

- Category I: Phase I ESA

Modifications to the above schedule shall be discussed with the Program's Project Manager for the Site, Haley Faulds, and are subject to approval by the Program. SES can submit invoices for this project following completion and submittal of the Phase I ESA Report, and the Program will issue payment to SES after its review and approval of the final Phase I ESA Report. Requests for payment should be submitted using the Disbursement Request Form attached hereto as Attachment C and should be accompanied by all required supporting documentation. As there is no grant recipient for this project, the form may be submitted directly to the Program's Project Manager for the Site. Following invoice approval by the Program's Project Manager, payment will be made directly by the Program to SES.

PROJECT AMENDMENT #14

Description of Services: Phase I Environmental Site Assessment

Project Name: Coursen Property
246 South 24th Street
New Castle, Henry County, Indiana
Brownfield Site #4240710

Proposed Budget: \$2,200.00 (state funds)

SES will perform the Scope of Work described above and in Attachment A for a total project cost of \$2,200.00. This form shall serve as an authorization by the Program to proceed with the Scope of Work. Invoicing may begin according to the above-referenced payment schedule upon the Program's receipt of SES's acknowledgment below.

PROPOSAL ACCEPTED BY:

I hereby acknowledge and agree to the proposal including the Scope of Work in Attachment A hereto and the conditions set forth in the letter to which this Project Amendment is attached.


James P. McGoff, Director Environmental Programs
Indiana Finance Authority

8.8.2024
Date

ACKNOWLEDGED BY: SES Environmental

I hereby acknowledge and accept the conditions set forth in the enclosed letter and this Project Amendment.


Signature

08/09/2024
Date

Cheryl Ryan, VP of Business Operations
Print Name & Title

For Approval of Charges, Send Invoice(s) to:
Haley Faulds
Indiana Brownfields Program
100 N. Senate Avenue, Room 1275
Indianapolis, Indiana 46204
Email: hfaulds1@ifa.in.gov
Telephone: (317) 234-0685

Attachment A
Approved Proposal & Scope of Work



Wes Gaines
Senior Project Manager
3807 Transportation Drive
Fort Wayne, IN 46818
Phone: 260/497-7645
w.gaines@sesadvantage.com

July 25, 2024

Ms. Haley Faulds
Project Manager
Indiana Finance Authority
100 North Senate Avenue, Ste 1275
Indianapolis, IN 46204

Ref: Proposal for Phase I Environmental Site Assessment
Morrow Bell LLC Property
246 South 24th Street
New Castle, Indiana 47362

Dear Ms. Faulds:

SES is pleased to provide this proposal and cost estimate to conduct a Phase I Environmental Site Assessment (ESA) at the above referenced property. **SES** understands the subject property consists of approximately 1.13 acres developed with two commercial warehouse buildings.

Phase I ESA Scope

The Phase I ESA will be conducted in general accordance with (1) the United States EPA Standards and Practices for All Appropriate Inquiries {(AAI), 40 CFR Part 312} and (2) guidelines established by the ASTM in the *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process / Designation E 1527-21* (ASTM Standard Practice E1527-21).

SES will implement the following scope of work:

SES will gather readily available information concerning the following:

- Site use, description, and location
- Current ownership
- Use and condition of surrounding properties
- Review of government records
- Interviews with site owners/occupants, regulatory agencies and persons knowledgeable of the site

Current and prior use of the property will be evaluated by reviewing the following information sources:

- Soil Conservation Service Maps,
- Historical Sanborn Fire Insurance Maps, as available,
- United States Geological Survey (USGS) Topographic Maps,
- Historical Aerial Photographs, as available,
- City Directories, as available
- Local and State Governmental Offices and Publications



The historical use of the subject property will be identified from the present back to the first developed use or to the year 1940, whichever is earlier.

SES will review published federal and state agency and program records through an environmental database search. These records will be searched for information related to onsite activities and to potential offsite sources of contamination from hazardous substances and/or petroleum products. **SES** will use ASTM-recommended search distances during the review of information from the following databases:

- Comprehensive Environmental Response, Compensation & Liability Information System (CERCLIS)
- CERCLIS No Further Remedial Action Planned (NFRAP) Facilities
- National Priorities List (NPL)
- Delisted NPL Sites List
- Resource Conservation & Recovery Act (RCRA) Corrective Action Report (CORRACTS)
- RCRA Non-CORRACTS & Associated Transfer, Storage, & Disposal (TSD) Facilities
- RCRA Small- & Large-Quantity Generators
- Federal Emergency Response Notification System (ERNS) & State Spills Lists
- Federal Institutional Control/Engineering Control Registries
- State & Tribal Registered Underground Storage Tanks (USTs)
- State & Tribal Leaking Underground Storage Tank Incident Reports (LUST)
- State & Tribal Equivalent NPL/CERCLIS Sites
- State & Tribal Voluntary Cleanup Sites
- State & Tribal Brownfield Sites
- State & Tribal Landfill and/or Solid Waste Disposal Site Lists
- State & Tribal Institutional Control/Engineering Control Registries
- State & Tribal Lists of Hazardous Waste Sites Identified for Investigation/Remediation

SES will visually examine the grounds and onsite structures (as applicable and accessible) in an attempt to identify *recognized environmental conditions* (RECs). RECs are defined as *“The presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to release to the environment; 2) under conditions indicative of a release to the environment; or 3) under conditions that pose a material threat of a future release to the environment.”* **SES** will identify the occupant(s), if any, and describe the operations or conditions of each. **SES** will visually observe (from public right-of-ways only) and describe the use of adjoining properties. No entry will be made on adjoining properties.

SES will conduct interviews by phone, in writing, or in person with the Client, owner, onsite representatives (as identified by the Client), representative site occupants, and local government officials, as appropriate and available, to obtain information concerning possible RECs on the site.

Client Responsibilities

Under the “All Appropriate Inquiries” Final Rule (40 C.F.R. Part 312), the “User” of the Phase I ESA is responsible for providing certain information that may assist the environmental professional in identifying RECs. **SES will provide the Client with a “User Questionnaire” to assist in gathering the required information.** Failure to provide this information will be identified as a data gap in the Phase I ESA report and could result in a determination that “all appropriate inquiries” is not complete. If the Client is aware of any specialized knowledge or experience that is material to RECs in connection with the subject property, or has actual knowledge of any environmental lien or activity or use limitations (AULs) encumbering or in connection with the subject property, it is the Client’s responsibility to provide this information to **SES**.

A search for the existence of environmental liens and AULs that are filed or recorded against the subject property must be conducted. To meet this requirement, the Client may rely on either of the following two methods:



- 1.) *Transaction-Related Title Insurance Documentation* (i.e., Preliminary Title Reports and Title Commitments).
- 2.) *Title Search Information Reports* (i.e., Condition of Title, Title Abstracts, and AUL/Environmental Lien Reports).

Copies of the above title records should be provided to **SES** for review, as applicable. At the request of the Client, SES will order an AUL/Environmental Lien Search Report at an additional cost to be determined based on number of property parcels.

SES also requests that the Client provide any of the following documents, if available, prior to or at the beginning of the site visit:

- Previous Phase I ESA reports,
- Environmental site investigation or cleanup reports,
- Environmental compliance audit reports,
- Environmental permits,
- Registrations for underground or aboveground storage tanks,
- Registration for underground injection systems,
- Material Safety Data Sheets (MSDS),
- Community right-to-know plans,
- Spill prevention, countermeasure, and control (SPCC) or emergency response plans,
- Violation notices,
- Geotechnical/hydrogeologic studies,
- Hazardous waste generator notices,
- Geotechnical studies,
- Risk assessments, and
- Recorded AULs or environmental restrictive covenants (ERCs)

Non-Scope Considerations

The following are environmental issues or conditions at the subject property that the Client may wish to assess that are outside the Phase I ESA scope (i.e., Non-Scope Considerations):

- Asbestos containing building materials,
- Biological agents,
- Cultural and historic resources,
- Ecological resources,
- Endangered species,
- Health and safety,
- Indoor air quality,
- Industrial hygiene,
- Lead based paint,
- Lead in drinking water,
- Mold or microbial growth conditions,
- PCB-containing building materials (i.e., fluorescent ballasts, paint, caulk),
- Radon,
- Regulatory compliance, and
- Wetlands.

SES will conduct a limited survey, based on observations made during the site inspection and information obtained during the ESA, to identify potential *business environmental risks* (BERs) at the subject property related to asbestos, lead-based paint, mold, wetlands, radon, lead in drinking water, and regulatory compliance. Unless specifically requested by the Client, other Non-Scope Considerations will not be addressed during the ESA. **SES**



should be notified if the Client wishes to add or omit evaluation of any of the above-listed Non-Scope Considerations. Additional costs may be required for adding Non-Scope Considerations.

Report

An electronic copy of the assessment report with color inserts will be provided to the Client. The report will include information obtained during the assessment regarding RECs associated with the site, documentation and copies of data obtained, and conclusions based on this information. Unless otherwise directed by the Client, SES will provide recommendations regarding the appropriateness of additional investigation (i.e., Phase II ESA investigation) based on the findings of the Phase I ESA.

Project Schedule

SES will begin the Phase I ESA process upon receiving written authorization to proceed (see attached form). The Client is responsible for either arranging for site access or to provide the name and telephone number of a contact person with whom **SES** can arrange access. The written report will be provided within approximately **3-4 weeks** of receiving written authorization of this proposal.

Estimated Cost

SES will complete the Phase I ESA for a lump-sum fee of **\$2,200**. This cost is based on location, specific project conditions furnished by the Client, and the scope of work described in this proposal. Variations in the site descriptions, scope work, or the volume of historical documents that must be reviewed (e.g., previous consultant reports) may require revision of the cost estimate.

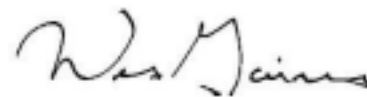
Authorization to Proceed

The proposed work will be performed in accordance with **SES's** attached Standard Terms and Conditions for Phase I ESAs, which are incorporated into this proposal. **SES's** Client (the party authorizing the work) and all parties granted the rights to rely on the final report are bound by the limitations in **SES's** scope of work, terms and conditions, and report.

We appreciate the opportunity to submit this proposal. Should you wish to proceed with this project, please complete and return the attached Proposal Acceptance form. Please contact the undersigned at 260-497-7645 or w.gaines@sesadvantage.com with any questions, concerns, or requests for any additional information.

Respectfully Submitted,

SES Environmental



Wes Gaines

Senior Project Manager

Attachments: Standard Terms and Conditions for Phase I Environmental Site Assessments



**Standard Terms and Conditions for
Phase I Environmental Site Assessments**

1(a). All work performed by SES, for Client is subject to these Terms and Conditions, except that these Terms and Conditions incorporate, and may be modified by, the provisions of the work scope and/or proposal prepared by SES for the specifically named project location. In the event of any conflict, the terms of the work scope and/or proposal shall govern.

(b). Unless expressly described in SES's work scope or proposal, SES will not perform the following services or work and assumes no duty to Client to perform such services:

(1) An analysis or determination as to whether Client is in compliance with federal, state, or local laws, statutes, ordinances, or regulations; and

(2) Testing or inspection for the presence of asbestos, polychlorinated biphenyls (PCBs), lead-based paint, radon gas, wetlands, or any airborne pollutants.

2. SES's services are performed on either a lump-sum or time-and-expenses basis, as stated in SES's proposal. Client agrees that time and expenses for any work items outside the scope of work in SES's proposal, including meetings and consultation after SES's report is issued, shall be charged to Client in accordance with SES's prevailing rate schedule.

3. SES's invoices are payable upon receipt. Client shall notify SES in writing of any invoiced amounts disputed by Client within ten (10) calendar days after Client receives the invoice. The notice shall include the amount(s) disputed and the basis for the dispute. Client shall pay all undisputed amounts according to the following terms. Invoices outstanding for more than forty-five (45) days after the invoice date shall incur a late-payment charge at the rate of 1.5% per month (18% per annum) from the invoice date. If Client fails to pay any invoice within forty-five (45) calendar days of the invoice date, SES shall have the right to recover from Client payment for all work executed, late-payment charges, and any additional costs incurred by SES in collecting past-due amounts from Client. Client acknowledges that payment to SES is not contingent in any way upon the closing date for a property transaction and that Client shall pay SES even if the transaction is not consummated. In addition, Client and all other parties having rights of reliance on the findings and opinions expressed in the SES assessment report shall waive said rights if SES does not receive payment within forty-five (45) calendar days of the invoice date.

4(a). SES strives to perform services in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants practicing in the same locality and under similar conditions prevailing at the time services are performed. **No other warranty, expressed or implied, is included or intended in these Terms and Conditions or any other document generated in the course of SES services.**

(b). In the event data gaps are identified during the assessment, SES will endeavor to comment on the significance of those data gaps; however, SES cannot, and does not warrant or guarantee that no significant events, releases, or conditions arose during periods such as data gaps.

5(a). The total cumulative liability of SES, its employees, directors, officers, agents, and subcontractors, to Client arising from services performed or to be performed by SES, including any legal fees or costs awarded under these Terms and Conditions, shall not exceed 100% of the gross compensation received by SES for the specific work item at issue or ten thousand dollars (\$10,000), whichever is greater, regardless of the legal theory under which such liability is imposed.

(b). Client shall provide to SES all information in Client's possession concerning the project that could affect SES performance of the work. SES may rely on information provided by Client, interviewees, users of the assessment, and others in performing its services; however, SES services do not include independent validation of work conducted or information provided by independent laboratories, contractors, consultants, interviewees, or assessment users, and SES cannot warrant the reliability or accuracy of such information. SES also assumes no responsibility for reporting to any federal, state, or local public agencies any conditions at the site that may present a potential danger to public health, safety, or the environment. Client agrees to indemnify SES for any

claims resulting from or related to Client's failure to properly report such conditions or releases to appropriate agencies.

6. Client recognizes that SES data, interpretations, opinions, and recommendations are based solely on reasonably attainable information available to SES at the time of the assessment. Information obtained from SES's inspection, analysis, and testing of the site and materials is considered evidence with respect to the detection, identification, quantification, and distribution of contaminants, but any inference or conclusion based thereon is necessarily an opinion based on SES's professional judgment and shall not be construed as a representation of fact. Client acknowledges that inspecting, sampling, and testing reduce, but do not eliminate, the risk that contaminants may escape detection. A site at which contaminants are not found or do not exist at the time of SES's work may later, due to intervening causes such as natural ground-water flow or human activities, become contaminated. Because these risks are beyond SES's control, Client agrees to assume these risks.

7. SES shall be responsible solely for the on-site activities and safety of its own employees. This responsibility shall not relieve the site owner, Client, or Client's contractors and/or subcontractors from their customary and contractual responsibilities and obligations to maintain a safe project site. The requirements of this article shall apply continuously and shall not be limited to normal working hours.

8(a). Professional fees paid to SES by Client are in exchange only for SES's services. All reports, recommendations, drawings, specifications, boring logs, field data and notes, laboratory test data, calculations, estimates, and other documents prepared by SES are instruments of service, not products, and as such remain the property of SES. Documents provided to SES by Client shall remain Client's property.

(b). Client acknowledges that the passage of time may result in changes in technology, regulations, and economic or site conditions that could render SES's instruments of service inaccurate or out of date; therefore, SES's instruments of service are limited in scope to the specific project, property, and dates of SES's services.

(c). The services, data, and opinions of SES performed for and expressed in its instruments of service are for the sole and exclusive use of Client and others so named in the report, who may rely on SES's information, findings, and opinions for a period not exceeding 365 days from the date of SES's report, subject to the limitations expressed therein. Reliance by any other third party on the information, findings, and opinions in SES's report is unauthorized and at their sole risk unless SES has specifically granted rights of reliance to the third party.

(d). Client agrees to waive any claim against SES and to defend, indemnify, and hold SES harmless from any claim or liability for injury or loss allegedly arising from the unauthorized use of SES's information, opinions, or instruments of service or from their use in a manner that is incorrect, inappropriate, not intended by SES, not foreseen at the time SES's services were rendered, or allegedly arising from considering SES's instruments of service as products. Client further agrees to compensate SES for any time spent or expenses incurred by SES in defense of any such claim, in accordance with SES's prevailing rate schedule.

9. SES carries insurance for public liability, property damage, automobile liability, professional liability, and statutory worker's compensation. Certificates of coverage will be forwarded to Client upon request. Within the limits of said insurance and the requirements of article 6(a), SES agrees to save Client harmless from any loss, damage, injury, or liability arising directly from negligent acts and negligent omissions by SES, SES's employees, agents, subcontractors, and their employees or agents arising in connection with the performance of the work described in the proposal and/or work scope.

10. Unless otherwise agreed, Client shall furnish, or make arrangements for, reasonable and safe access to all areas of the site and/or its facilities and structures necessary for SES and its subcontractors to perform the work specified in the proposal and/or work scope. SES assumes no responsibility for assessing structures and site areas that are inaccessible, locked, or unsafe to enter.

11. Client agrees to defend, hold harmless, and indemnify SES, its officers, representatives, and employees from and against any and all suits, claims, actions, losses and liabilities resulting from:

(a) Client's violation of any federal, state or local statute, regulation, or ordinance, including without limitation the Resource Conservation and Recovery Act, the Clean Air Act, and the Comprehensive Environmental

Response, Compensation and Liability Act, and any amendments to these regulations, ordinances, and acts in effect at the time the work is performed;

(b) Client's direct or indirect undertaking of or arrangement for the treatment, storage, disposal or transportation of any wastes or residual materials found, identified, or generated at the project site during the prosecution of field activities by SES on Client's behalf; or

(c) Changed conditions or waste materials introduced to the project site by Client, Client's employees or contractors, third persons, or natural processes after the completion of SES's work.

12. SES will not intentionally divulge information regarding its services for Client other than to parties designated by Client in writing. Information that is in the public domain at the time the work is performed or is provided to SES by third parties is exempt from this limitation.

13(a). All claims, disputes and other matters in controversy between SES and Client shall be subject to non-binding mediation before and as a condition precedent to other remedies provided by law. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money at issue, and requiring that the matter be mediated within fortyfive (45) days of the service of notice. The mediation shall be administered by the American Arbitration Association in accordance with its most recent applicable mediation rules, or by such other person or organization as the parties may agree upon. No other action or suit may be brought unless the mediation did not occur within fortyfive (45) days after the service of notice, the mediation occurred but did not resolve the dispute, or a statute of limitation would elapse if suit is not filed prior to forty-five (45) days after service of notice.

(b). If a dispute at law arises related to the services provided under these Terms and Conditions, Client agrees (a) to personal jurisdiction in the State of Indiana; (b) the claim will be brought and tried in the state or federal courts located in Defiance County, Indiana, and Client waives the right to remove the action to any other county or jurisdiction; and (c) the prevailing party, in addition to any other remedy or compensation, shall be awarded reasonable costs incurred in litigating the claim, including staff time, court costs, attorney and expert witness fees, and other claim-related expenses.

14. In the event that SES services are interrupted by causes beyond its control, SES will request compensation for the labor, equipment, and other costs SES incurs to maintain its work force and capability for Client's benefit during the interruption. For purposes of these Terms and Conditions, such causes include, but are not limited to, unusual weather conditions or other natural catastrophes; epidemics; war; riots; labor strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; acts of governmental authorities; inability, despite reasonable diligence, to supply personnel, equipment, or material to the project; or any other cause beyond the reasonable control or contemplation of SES.

15. Neither Client nor SES shall delegate, assign, sublet, or transfer any duties, claims, or interest under these Terms and Conditions, any accompanying work scope and/or proposal, or any breach of these Terms and Conditions, without the express written consent of the other. These Terms and Conditions shall be binding upon SES and Client, their heirs, executors, administrators, successors, and assigns.

16. These Terms and Conditions and the associated work scope and/or proposal are the final and entire agreement between SES and Client and supersede any prior written or oral agreements. These Terms and Conditions and accompanying work scope or proposal shall not be changed, modified, or amended except in writing and signed by Client (or Client's duly authorized representative) and SES.

17. Any part of these Terms and Conditions later held to violate a law, regulation, or policy shall be deemed void, and all remaining provisions shall continue in force. However, Client and SES shall in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing the intent of the original voided provision. Terms and conditions allocating liability and responsibility between Client and SES shall survive completion of SES services.

Attachment B

Copy of Executed Site Access Agreement

**SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
INDIANA BROWNFIELDS PROGRAM
COMMUNITY WIDE ASSESSMENT INITIATIVE**

This Site Access Agreement ("Agreement") is made by and between ES Mo (QW ("Owner"), the Indiana Brownfields Program ("Program"), and SES Environmental ("Consultant") regarding the Owner's property located at 246 South 24th Street New Castle, IN 47362, Indiana ("Site"), Brownfield Site Identification Number 4240710. The access is given in connection with site activities to be conducted primarily with funding under the Program's Community Wide Assessment Initiative ("Community Wide Initiative"). The Program requests permission for the Consultant to enter the Site for the exclusive purposes of conducting environmental investigation of potential or actual contamination.

1. Owner hereby gives permission to the Consultant or other authorized environmental contractors, Indiana Department of Environmental Management ("IDEM") employees, Indiana Finance Authority ("IFA") employees, or other designees authorized by the Program and/or the Consultant (collectively, "Authorized Parties") to enter upon the Site to perform investigation activities at the Site. This permission is effective immediately upon the execution of this Agreement by Owner and the Consultant and acceptance of the Agreement by the Program.
2. The permission granted by Owner under this Agreement is contemplated to be used for the following activities that may be performed by Authorized Parties:
 - a. Having access to areas where contamination may exist, including areas where underground storage tanks ("USTs"), aboveground storage tanks ("ASTs") or petroleum and/or hazardous substances releases are, or are suspected to be located.
 - b. Investigation of soil, sediment and groundwater, including, but not limited to, the installation of soil borings, test pits and/or groundwater monitoring wells, the use of geophysical equipment, the use of drilling equipment for collection of soil and sediment samples, the logging, gauging and sampling of existing wells, videotaping, preparation of site sketches, taking photographs and the sampling of groundwater, soil, surface water, sediments, air, soil vapor or other materials deemed appropriate by the Program and the like.
 - c. Survey of asbestos-containing water and lead-based paint conditions.
 - d. Inventory of chemical materials/waste.
 - e. On-Site observation and oversight of environmental investigation activities.
 - f. Disclosure of environmental information required by law.
3. Upon completion of the investigation, Authorized Parties will restore the property near a practical degree to its condition immediately prior to the commencement of such activities, but not including paving or concrete replacement at ground surface.
4. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner's successors and assigns for any contamination discovered on the Site.
5. Authorized Parties may enter the Site during normal business hours and may also make special arrangements to enter the Site at other times after agreement from the Owner.
6. Authorized Parties shall enter upon the Site at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to the acts or omission of Owner, any lessee of the Site, or any employee or agent of the Owner.

7. Neither the State nor the IFA is providing any indemnification, either jointly or severally, to the Owner, the Consultant or its agents, assigns or designees.

8. The Program will supply to Owner all information derived from the environmental investigation activities conducted at the Site. The Program may use such information for any purpose at the Program's sole discretion. The Consultant will hold in confidence all such information except as instructed by the Program and the Owner or as required to be disclosed by law.

9. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations on the Site.

10. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of field activities on the Site.

11. Owner ensures that Owner and any/all Site operators will give Authorized Parties access to the entire Site for the purposes set forth in this Agreement.

12. Any party to this Agreement may terminate this Agreement by giving two (2) months advanced written notice, or all parties may terminate the Agreement at any time by written agreement.

13. This Agreement shall expire upon the Program's correspondence to the Owner indicating completion of project activities under the Community Wide Initiative award.

14. Copies of this Agreement may be executed separately by the parties, and once executed by the parties to this Agreement, all such copies taken together shall constitute a single contract. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes.


Site Owner Signature

Site Owner Name (Printed)

James Morris

Date 07-22-2024

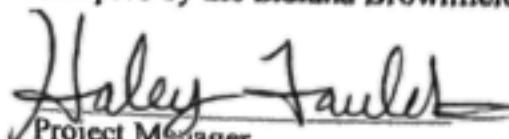
Site Owner's Telephone Number:

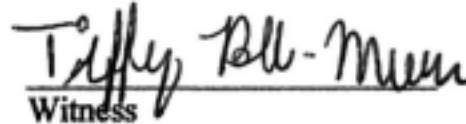
Site Owner's Mailing Address (if other than Site address):

For the benefit of (insert consulting firm's name):
SES Environmental


Consulting firm's signature

Accepted by the Indiana Brownfields Program by:


Project Manager
Indiana Brownfields Program


Witness

07-22-24
Date

765-639-3631

2646 E US 36
Markleville IN

0809/2024
Date

8/6/24
Date

Attachment C
Disbursement Request Form

INDIANA BROWNFIELDS PROGRAM - DISBURSEMENT REQUEST FORM

Instructions: This Disbursement Request Form is to be typed and completed by the Financial Assistance Agreement Recipient for each payment request.

- The Disbursement Request Form is to be used for all eligible costs associated with the Financial Assistance Agreement Recipient's brownfields redevelopment project.
- Attach a copy of the claim (a bill, invoice or a statement) supporting this Request.
- Requested amounts must be rounded to the nearest whole dollar.
- Attach the Program change order approval if any part of the current claim is a result of a change order.

1a. Brownfield Program Site#: _____ 1.b. Funding Type: _____
2. Project Name: _____
3. Financial Assistance Recipient: _____
4. Contact Person: _____
5. Phone#: () _____
6. Email: _____
7. Recipient's Authorized Representative: _____
8. Authorized Representative's Phone#: () _____

9. Consultant: _____
10. Contact Person: _____
11. Phone#: () _____
12. Email: _____

13. Invoice#: _____
14. Description of work for which claim is being made (service, fees, type of, etc.): _____

15. Amount of this Request: \$ _____
16. Original Financial Assistance Amount: \$ _____
17. Total Amount of Approved Change Orders: \$ _____
18. Revised Project Budget: \$ _____
19. Total Amount of Previous Disbursements: \$ _____
20. Balance Available after this Disbursement: \$ _____

21. Is any part of this claim a result of a change order? YES _____ NO _____
*If yes, please attach the Program change order approval

22. Do you want payment mailed directly to the consultant? YES _____ NO _____
If yes, payment will be sent directly to the consultant listed in #9 above

23. Payment/Wiring Instructions (for the entity receiving payment)
23a. Bank Name: _____
23b. Bank Contact, Phone#: _____
23c. Account Number: _____
23d. Routing Number: _____

The undersigned hereby certifies that this Request is true and correct, that the claim underlying this Request is due in accordance with the Recipient's Financial Assistance Agreement with the Authority, and that the services contained in such claim were procured in accordance with Indiana's public bidding laws and federal cross-cutting requirements (e.g., Davis-Bacon), if applicable.

AUTHORIZED REPRESENTATIVE SIGNATURE

Date