



## 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

October 2, 2024

Leonard Hinrichs, LPG  
Director of Client Relations  
BCA Environmental Consultants, LLC  
7202 E. 87<sup>th</sup> Street  
Indianapolis, IN 46256

Re: Cost Proposal for Phase I Environmental Site  
Assessment  
Community Wide Assessment Initiative  
Kemmerer Oil Co.  
358 North Hoke Avenue  
Frankfort, Clinton County, Indiana  
Brownfield Site #4240906  
BCA – CWAG Project Amendment #3

Dear Mr. Hinrichs:

The Indiana Brownfields Program (Program) is in receipt of BCA Environmental Consultants, LLC's (BCA) 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 Kemmerer Oil Co. site in Frankfort, 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*, BCA will perform the following task:

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

### ***Site Access***

BCA 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:

- October 2, 2024: Project Amendment transmitted to consultant
- October 4, 2024: Signed Project Amendment and Site Access Agreement received by the Program
- November 8, 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. BCA 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 BCA'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, Jean Krueskamp, and are subject to approval by the Program. BCA can submit invoices for this project following completion and submittal of the Phase I ESA Report, and the Program will issue payment to BCA 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 BCA.

**PROJECT AMENDMENT #3**

Description of Services: Phase I Environmental Site Assessment

Project Name: Kemmerer Oil Co.  
358 North Hoke Avenue  
Frankfort, Clinton County, Indiana  
Brownfield Site #4240906

Proposed Budget: \$3,750.00 (state funds)

BCA will perform the Scope of Work described above and in Attachment A for a total project cost of \$3,750.00. 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 BCA's acknowledgment below.

**PROPOSAL ACCEPTED BY:**

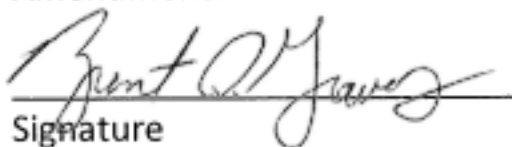
I hereby acknowledge and agree to the proposal including the Scope of Work in Attachment A hereto and the conditions set forth in the letter to which this Project Amendment is attached.

  
\_\_\_\_\_  
James P. McGoff, Director Environmental Programs  
Indiana Finance Authority

10-3-2024  
Date

**ACKNOWLEDGED BY: BCA Environmental Consultants, LLC**

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

  
Signature

Brent A. Graves / Director of Operations  
Print Name & Title

10/4/24  
Date

For Approval of Charges, Send Invoice(s) to:

Jean Krueskamp  
Indiana Brownfields Program  
100 N. Senate Avenue, Room 1275  
Indianapolis, Indiana 46204  
Email: [jkrueskamp@ifa.in.gov](mailto:jkrueskamp@ifa.in.gov)  
Telephone: (317) 234-3605

**Attachment A**  
Approved Proposal & Scope of Work



September 27, 2024

Ms. Jean Krueskamp  
Project Manager  
Indiana Brownfields Program  
Indiana Finance Authority  
100 North Senate Ave., STE 1275  
Indianapolis, IN 46204

RE: Phase I Environmental Site Assessment – Former Kemmerer Oil Co. Site, 358 N. Hoke Avenue, Frankfort, Clinton County, Indiana 46041

Dear Ms. Krueskamp:

BCA Environmental Consultants, LLC (BCA) is pleased to present this proposal for performing a Phase I Environmental Site Assessment (**ESA**) for the Former Kemmerer Oil Co. Site located at 358 N. Hoke Avenue, Frankfort, Clinton County, Indiana (Brownfield Site #4240906). It is BCA's understanding that **the** property consists of two parcels (# 12-10-11-135-005.000-021 and 12-10-11-135-006.000-021) of land totaling approximately 1.27 acres in size.

The Phase I ESA is an assessment of a site which identifies readily observable and historical environmental conditions resulting from past and / or current operations on or adjacent to the subject property, which could present a liability for the property owner / operator and create additional concerns for construction activities under current environmental regulations.

The ESA for the site would be performed in accordance with the most recent ASTM standard for Phase I ESAs (E1527-21) **and** the All-Appropriate Inquiry (AAI) rule. The basic scope of work outlined in this proposal focuses on information necessary to support property transfer **and** is intended to support the demonstration of "ALL APPROPRIATE INQUIRY", status as a "BONA FIDE PROSPECTIVE PURCHASER" (BFPP) **and good** faith in establishing defense against claims under the Comprehensive Environmental Response Compensation Liability Act (CERCLA) should such **a** defense **be** required in the future. In addition, recommendations may **be** provided the client with respect to identified potential environmental liabilities on or associated with the property.

The investigation will include, but may not **be** limited to, **a** review of site history, **a** review of public environmental records **and a** visual site survey as indicated in **Table 1** of the attached Scope of Phase I Environmental Site Assessment Form, as such information is reasonably available. This scope of work assumes that the client will provide the results of **a** Title Search **and** Lien Search for the parcel.

[www.BCAconsultants.com](http://www.BCAconsultants.com)

Goshen (574) 522-1019 • Indianapolis (317) 578-9233

An electronic copy of the written report will be provided to you which will detail the findings of the investigation and include a site diagram, photographs of relevant site features, conclusions and recommendations.

**BCA estimates the cost for performing the Phase I ESA will be \$3,750** which will be billed on a percent completion basis. **It is assumed that the client will provide "User Provided Information" as defined in the ASTM standard including a search for Environmental Liens and Activity Use Limitations (AUL's). BCA can order these searches for an additional \$300 for the single parcel.** Our current schedule allows us to start the project immediately upon receiving your approval and complete the project within 4-6 weeks of authorization. Please note that this proposal is valid for 120 days.

Please return a signed copy of the enclosed Proposal Acceptance Sheet with the appropriate information completed. Please indicate whether a chain of title will be provided. BCA will start this project immediately upon approval and will schedule a site visit within a few days.

Thank you for the opportunity to earn your business. Please call me at (317) 749-0056 should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Brent A. Graves". The signature is fluid and cursive, written in a professional style.

Brent A. Graves, LPG  
Director of Operations

**BCA ENVIRONMENTAL SITE ASSESSMENT  
PROPOSAL ACCEPTANCE SHEET**

Project Name: Former Kemmerer Oil Co. Site

Project Location: 358 N. Hoke Ave., Frankfort, Indiana 46041

Proposal Accepted by \_\_\_\_\_  
(Signature and Title) \_\_\_\_\_ Date

\_\_\_\_\_  
(Individual, Firm or Corporate Name)

**Please Initial the statement which applies:**

I will provide Environmental Lien and AUL search \_\_\_\_\_

**-OR-**

I authorize BCA to provide an Environmental Lien and AUL search for this project at a cost of \$300 per parcel \_\_\_\_\_

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2024

**Property Owner Identification (If other than above):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Attention: \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_

Special instructions: \_\_\_\_\_

**Send invoice to:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Attention: \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_

Special invoicing instructions: \_\_\_\_\_

## TABLE 1

### ELEMENTS OF PHASE I ENVIRONMENTAL SITE ASSESSMENT BCA ENVIRONMENTAL CONSULTANTS, LLC

The following elements are typically included in a Phase I Environmental Site Assessment that is based on ASTM E1527-21, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. Not all items may be applicable or available for a specific site. Other items not listed may be included due to site-specific circumstances/information, or as requested by our client.

#### 1.0 SUMMARY

#### 2.0 INTRODUCTION

- 2.1 Location and Legal Description
  - 2.1.1 Site and Vicinity General Characteristics
  - 2.1.2 Current Uses of the Property
  - 2.1.3 Descriptions of Structures, Roads, Other Improvements
  - 2.1.4 Current Uses of the Adjoining Properties
- 2.2 Purpose
- 2.3 Detailed Scope-Of-Services
- 2.4 Significant Assumptions
- 2.5 Limitations and Exceptions
- 2.6 Special Terms and Conditions
- 2.7 User Reliance

#### 3.0 USER PROVIDED INFORMATION

- 3.1 Chain of Ownership
- 3.2 Environmental Liens
- 3.3 Specialized Knowledge
- 3.4 Commonly Known or Reasonably Ascertainable Information
- 3.5 Valuation Reduction for Environmental Issues
- 3.6 Owner, Property Manager, and Occupant Information
- 3.7 Reason for Performing Phase I

#### 4.0 RECORDS REVIEW

- 4.1 Standard Environmental Record Sources
- 4.2 Additional Environmental Records
- 4.3 Physical Setting
- 4.4 Historical Use Information on the Property
- 4.5 Historical Use Information on Adjoining Properties

#### 5.0 SITE RECONNAISSANCE

- 5.1 Methodology and Limiting Conditions
- 5.2 General Site Setting
- 5.3 Exterior Observations
- 5.4 Interior Observations
- 5.5 Observations on Adjacent Properties

#### 6.0 INTERVIEWS

- 6.1 Interview with Site Owner (PAST AND PRESENT)
- 6.2 Interview with Site Manager
- 6.3 Interview with Site Occupant

- 6.4 Interview with Local Government Official
- 6.5 Interview with Others (OPTIONAL)

## **7.0 EVALUATION**

- 7.1 Findings
- 7.2 Opinion
  - 7.2.1 Contaminant Migration
  - 7.2.2 Evaluation of Identified Environmental Conditions
- 7.3 Conclusions
- 7.4 Deviations and Data Gaps
- 7.5 Additional Services/Investigations
- 7.6 Signatures of Environmental Professionals

## **8.0 NON SCOPE SERVICES**

- 8.1 Recommendations
- 8.2 Other Non-Scope Considerations (Examples)
  - 8.2.1 Asbestos-Containing Building Materials
  - 8.2.2 Radon
  - 8.2.3 Lead-Based Paint
  - 8.2.4 Lead in Drinking Water
  - 8.2.5 Wetlands
  - 8.2.6 Regulatory Compliance (Health and Safety)
  - 8.2.7 Endangered Species Act
  - 8.2.8 Indoor Air Quality (Excluding Vapor Migration/Intrusion)
  - 8.2.9 Mold

## **Figures**

- 1. Site Location Map (U.S.G.S Topographic Map)
- 2. GIS Parcel Map (IF AVAILABLE)
- 3. 2012 Aerial Photograph
- 4. Areas of Concern Map

## **Photographs**

## **Appendices**

- A. Qualifications of Environmental Professionals
- B. All Appropriate Inquiry User Questionnaire
- C. Environmental Data Search
- D. Historical Aerial Photographs
- E. Sanborn Fire Insurance Maps
- F. City Directory Search
- G. Web Soil Survey Map and Unit Description
- H. Title Search Documents (if applicable)
- I. Relevant Past Environmental Records (if applicable)

**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 Jay Ruch ("Owner"), the Indiana Brownfields Program ("Program"), and BCA Environmental Consultants ("Consultant") regarding the Owner's property located at 358 N. Hoke Av. Frankfort ("Site"), Brownfield Site Identification Number 4240906. 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 an 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, sediments 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, video taping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, soil vapor or other material deemed appropriate by the Program and the like.
  - c. Survey of asbestos-containing material 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 as required by law.
3. Upon completion of the investigation, Authorized Parties will restore the property as near as practicable 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 omissions 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

Jay Ruch  
Site Owner Name (Printed)

9-18-24  
Date

Site Owner's Telephone Number:

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

\_\_\_\_\_  
Witness

9-18-24  
Date

765-404-8804

358 N. Hoke Av.  
Frankfort, In. 46041

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

  
Consulting firm's signature

9-26-24  
Date

Accepted by the Indiana Brownfields Program by:

Jean Krueskamp  
Project Manager  
Indiana Brownfields Program

9-27-24  
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.

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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.): \_\_\_\_\_

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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**