

Sergeant, Andrew

From: Gillay, David <David.Gillay@btlaw.com>
Sent: Tuesday, December 9, 2025 4:44 PM
To: Sergeant, Andrew
Cc: McCoy, Lisa; HOLLAND, BILL
Subject: FW: CMW (VRP #6000101) RWP Formal Approval
Attachments: Site Access Agreement - Graymor and GHD - Fully Executed (10-23-23).pdf; FW: Graymor - Access Request

Follow Up Flag: Follow up
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Andrew – good afternoon.

In accordance with IDEM's October 10, 2025 formal RWP-approval letter and Ind. Code 13-25-5-14, this communication serves as the required written notice of BPI's intention to implement the IDEM-approved RWP.

As you know, the IDEM-approved RWP incorporated a general schedule that sets forth a number of tasks followed by an estimated timeframe in which to complete each task. These tasks were triggered upon IDEM's approval of the RWP and the first five tasks consist of: remedy design finalization, abandonment of preferential pathways and utilities, soil remedy-site preparation, and a phased implementation of ISCO injections followed by ISCO soil mixing. Based on the current circumstances and information, these tasks (perhaps in a modified sequence) will be completed by January 15, 2027, which is consistent with the estimated timeframe set forth in the schedule. As with any large, complex remedial project involving many parties, there may be subsequent requests to modify a specific task, sequence of work, and corresponding change to an estimated completion date. Please note the Disclaimer that was added to the schedule making it clear that the proposed schedule was just an estimate and that events outside of our control could alter the schedule.

BPI has access to conduct environmental response actions pursuant to an Access Agreement its environmental consultant, GHD, executed with Graymor. The IDEM-approved RWP is certainly an environmental response action. I have attached a copy of this Access Agreement. GHD has recently contacted Graymor and provided advance notice of BPI's intention to move forward with the IDEM-approved RWP. This first phase of work will first target the ISCO injections within the saturated zone of the former plating area. I have attached a copy of GHD's advance notice to Graymor along with Graymor's response acknowledging this work. Prior to implementing remedial actions, each phase of work will be coordinated with both PR Mallory LLC and Graymor to ensure appropriate precautions are taken to minimize any potential disruptions to the Purdue Polytech high school students, faculty, and staff. BPI is confident that it can complete this work with minimal disruptions as evidenced by the recent, successful completion of a similar remedy on the adjacent PR Mallory property.

GHD is moving forward to finalize the remedy design and scheduling of work with the various contractors. We will keep you posted on a regular and routine basis with our progress.

Dave

David Gillay

Partner
Chair, Environmental Department
D (317) 231-7474 M (317) 946-9267

David.Gillay@btlaw.com

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From: Sergeant, Andrew <ASergeant@idem.IN.gov>

Sent: Friday, October 10, 2025 11:56 AM

To: Gillay, David <David.Gillay@btlaw.com>

Cc: Kyle Amberger <kyle.amberger@ghd.com>; Brynn Einecker <brynn.einecker@ghd.com>; Tom Baker <tom.baker@h2lawyers.com>; St. John, Ron B <ron.st.john@terracon.com>; Guevara, David <dguevara@taftlaw.com>; Nicholas Hill <nhill@enviroforensics.com>; McCoy, Lisa <LMcCoy@idem.IN.gov>; Piers.Kirby@indy.gov; jravensc@marionhealth.org

Subject: [EXTERNAL] CMW (VRP #6000101) RWP Formal Approval

Caution: This email originated from outside the Firm.

Good Morning Dave,

Attached is the RWP Formal Approval letter for the CMW site (VRP #6000101) in Indianapolis. This letter also contains IDEM's review of GHD's responses to the public comments received during the public comment period. Let me know if you have any questions.

Sincerely,

Andrew Sergeant

Indiana Department of
Environmental Management

Andrew Sergeant, LPG

Environmental Manager



Voluntary Remediation Program

Phone (317) 234-7758

ASergean@idem.IN.gov

In office: 7:30-4:00, off at 1:00 on Fridays

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SITE ACCESS AGREEMENT

This Site Access and License Agreement (the "Agreement") is executed by and between Graymor Properties LLC (the "Owner") and GHD Services Inc. (the "Consultant"). The purpose of this Agreement is to provide Consultant and its subcontractors access to 70 S. Gray Street, Indianapolis, Indiana (the "Property"), to conduct environmental response actions on behalf of Battery Properties, Inc. (the "Work"). This Agreement is subject to the following terms and conditions.

1. **Limited License and Grant of Access:**

- a. Owner hereby grants to Consultant a limited license to enter the Property for the sole purpose of conducting the Work.
- b. The Work shall be conducted at no charge to Owner.

2. **Consultant's Obligations:**

- a. Consultant shall provide Owner at least 14 business days advance notice, in accordance with Paragraph 5(a) below, prior to accessing the Property, unless waived by Owner.
- b. Consultant shall perform all work at the Property in accordance with applicable federal and state safety requirements.
- c. Consultant shall not unreasonably interfere with Owner's activities at the Property.
- d. Consultant agrees to provide to Owner copies of all field activity notes, and any other investigative information and data, obtained as part of its work at the Property within 10 business days of the date requested by Owner.
- e. Should Consultant cause an alteration to the Property, the Consultant shall restore the Property to reasonably the same condition as existed prior to the alteration, less normal wear and tear.

3. **Indemnity and Insurance:** Consultant agrees to defend, hold harmless, and indemnify Owner, its agents, representatives, employees, contractors, tenants, heirs, executors, administrators, trustees, successors, and assigns for direct damages for personal injury or property damage caused by the negligent and/or intentional acts or omissions of Consultant or its employees, agents, or subcontractors while on the Property. Owner, its agents, representatives, employees, contractors, tenants, heirs, executors, administrators, trustees, successors, and assigns do not assume any risk, liability, responsibility, or duty of care as to Consultant's employees, agents, or subcontractors when on the Property. Consultant represents and warrants that it is fully and properly licensed and insured. Consultant shall carry general liability insurance in an amount of \$1,000,000 for a single occurrence and \$2,000,000 general aggregate for all claims and shall name the Owner as an additional insured and provide Owner with a certificate of insurance evidencing the same prior to accessing the Property under this Agreement.

4. **Termination:** The rights of access under this Agreement shall remain in full force and effect until such time that it is terminated by Owner.

5. **General Provisions:**

a. **Notices.** Notices or communications herein required or permitted shall be given by electronic mail at the following addresses unless either party shall otherwise designate a new address by written notice:

To Owner:

Graymor Properties, LLC
c/o David L. Guevara
dguevara@taftlaw.com

To Consultant:

GHD Services Inc
Kyle Amberger
kyle.amberger@ghd.com

b. **Assignment.** Consultant may not assign Consultant's rights or obligations under this Agreement to any other person or entity.

c. **Entire Agreement.** This Agreement constitutes the entire agreement between the Owner and the Consultant with respect to the matters addressed herein and may not be modified or amended except by a written document which is executed by both Owner and Consultant.

d. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision in this Agreement shall not be a waiver of any subsequent breach or violation of this Agreement.

e. **Governing Law/Forum Selection.** This Agreement shall be construed and governed by the laws of the State of Indiana. Any action to enforce the terms of this Agreement shall be brought in Marion County.

f. **Severability.** In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

g. **Successors.** All the obligations, conditions, terms, and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, administrators, executors, successors, subsidiaries, and assigns.

h. **Integration.** This Agreement takes the place of and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.

i. **Execution in Counterparts.** This Agreement may be signed in counterparts and such counterparts shall be deemed an original hereof.

j. **Authorizations.** The undersigned certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party identified above his/her signature to all terms and conditions of this Agreement.

IN WITNESS WHEREOF, Owner and Consultant have caused their duly authorized representatives to execute this Agreement as evidenced by the signatures below.

Graymor Properties LLC

By: _____

Printed Name: _____

Date: _____

GHD Services Inc.

By: _____

Printed Name: _____

Date: _____

129609266

Sergeant, Andrew

To: Gillay, David
Subject: FW: Graymor - Access Request

From: Guevara, David <dguevara@taftlaw.com>
Sent: Monday, December 1, 2025 8:10 AM
To: Kyle Amberger <Kyle.Amberger@ghd.com>
Cc: Brynn Einecker <Brynn.Einecker@ghd.com>; Albaugh, Matt <MAAlbaugh@taftlaw.com>; Griggs, E. Sean <sean.griggs@btlaw.com>; Chapelle, Joe <joe.chapelle@btlaw.com>; Michael Reeder <mike.reeder@h2lawyers.com>
Subject: RE: Graymor - Access Request

Good morning, Kyle –

I presume the email below was sent at counsel's direction for the purpose of generating evidence in support of BPI's (and CMW's) opposition to a Motion for Preliminary Injunction filed by Graymor. That said, I do appreciate the notice. Regardless of the outcome of the Motion, as we approach March, we will need to coordinate regarding the specifics of the schedule. (Mike, should I expect a similar email from Terracon?)

Thank you.

Taft

David L. Guevara, Ph.D.
Partner
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From: Kyle Amberger <Kyle.Amberger@ghd.com>
Sent: Wednesday, November 26, 2025 5:17 PM

To: Guevara, David <dguevara@taftlaw.com>
Cc: Brynn Einecker <Brynn.Einecker@ghd.com>
Subject: Graymor - Access Request

Mr. Guevara,

GHD Services Inc (GHD) on behalf of Battery Properties Inc. (BPI), is providing advance notice of its intentions to move forward with the IDEM-approved environmental response actions as described further below and as authorized under the October 23, 2023 Access Agreement between Graymor Properties LLC (Graymor) and GHD.

Specifically, GHD response actions consist of conducting in- situ chemical oxidation injections in the former plating area as shown in Appendix S of BPI's October 10, 2025 IDEM-approved RWP. We are currently planning to perform this work during Purdue Polytechnic High School's 2026 Spring break. Conducting work during this time will limit the disruption to High School staff parking which includes the former plating area. However, we remain open to discussions and development of a final schedule to implement this work to minimize disruptions.

We will continue to keep Graymor updated on these plans and will provide notification if anything changes.

Regards,

Kyle Amberger, PG (IN, KY) | A GHD Associate

Project Director
Team Leader – Contaminated Sites & Remediation

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