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Lebanon, Indiana 46052
(317) 408-6342 | Fax (765) 485-0772
pburns@burnsenviron.com | www.burnsenviron.com

December 21, 2016

Michael R. McCann
Indiana Department of Environmental Management
Office of Land Quality/Remediation Branch
100 N. Senate Avenue, IGCN 1101
Indianapolis, IN 46204

**Re: Former Corn Flour Producers
7383 N. CR 100 W
Worthington, IN
VRP No. 6141105**

Mr. McCann,

Burns Environmental Engineering, Inc. (BEE) has reviewed the Indiana Department of Environmental Management's (IDEM) November 22, 2016 comment letter concerning our *Project Status Update – Confirmation Soil and Groundwater Sampling Plan*, dated August 2, 2016, for the above-referenced facility. The IDEM's comments are summarized below in bold font, followed by our responses.

- **Comment 1 - Groundwater monitoring events were conducted in September and December 2015. The report states they inadvertently excluded sample containers for MW-5 from the sample cooler in December. Ground water analytical results were all below the laboratory reporting limits. The report did not specify the sampling method or submit field sampling forms. IDEM requires the sampling method be specified and the field sampling forms be submitted.**

Section 2.0 of BEE's *Project Status Update – Confirmation Soil and Groundwater Sampling Plan* discussed the procedures utilized for groundwater sampling during our September and December 2015 monitoring events. In addition, an in-depth summary of sampling procedures are included in Attachment 1 of the report. Field notes and chain of custody forms from each sampling event area attached.

- **Comment 2 - As IDEM requested (VFC# 80278848), an RWP checklist, a draft ERC, and maps showing the "VRP Project Area" and "ERC Project Area" were submitted. The proposed ERC restrictions appear appropriate for the "ERC Project Area" (UST area). However, although the applicant removed the AST (north part of the "VRP Project Area") as a recognized environmental condition (REC), soil data outside the berm are insufficient to exclude the area inside the berm from the proposed institutional controls. Soil samples from inside the berm should be analyzed to determine whether the area should be included in the proposed restrictions.**

BEE has no objection to collecting an additional soil sample from within the footprint of the former AST berm during our proposed confirmation soil and groundwater sampling. One additional soil boring will be advanced within the berm, at the approximate location shown in Figure 1 (attached), via hand auger. The soil boring will be advanced to four feet below ground surface (bgs) at approximate six inch intervals. A field scientist will inspect each sample in the field for physical evidence of contamination such as staining, odors or free product. Each soil sample will then be divided into two aliquots. The first aliquot will be used to determine the emission of total photoionizable vapors (TPVs) using a photoionization detector equipped with an 11.6 eV lamp. The second aliquot of the sample bearing the highest PID screening result will be collected and submitted for laboratory analysis of volatile organic compounds (VOCs) and polynuclear aromatic hydrocarbons (PAHs) using USEPA SW-846 Methods 8260 and 8270, respectively.

In accordance with IDEM policy, samples collected for VOC analysis will be collected using Indiana Method IN-5035M, Option 2, in which a coring device will be used to obtain a 5-gram sample plug from an undisturbed portion of the sample core. The sample plug will be immediately transferred to a pre-weighed 40-mL VOA vial and capped. The sample will be stored in the field in a cooler with ice and transported to the analytical laboratory following chain-of-custody protocols. The sample will be collected, processed and analyzed to meet Level IV Data Quality Objectives, including the collection of appropriate duplicate, matrix spike/matrix spike duplicate (MS/MSD) and trip blank samples.

- **Comment 3 - The technical review for the proposed ERC for this facility is completed. During the review process, IDEM plotted the GPS coordinates provided for the ERC Project Area and the VRP Project Area. The maps for this request is attached to this letter. While reviewing the proposed ERC for this facility, IDEM has the following comments:**

- **Exhibit A (Legal Description of Real Estate) is not needed since the two restrictions have the ERC Project Area as the spatially defined area for them.**

The proposed ERC was originally developed using the IDEM's Voluntary Remediation Program template for ERCs, which includes the Legal Description of Real State as Exhibit A. Per the reviewer's request, the attached draft of the proposed ERC has been modified to exclude the Legal Description of Real Estate.

- **The ERC Project Area coordinates do not represent a rectangle as they do on Exhibit B2- "ERC Area" (on that map they seem to be typical with the western edge of the building). One point appears to be off in relationship to the other three points. Once this area has been changed/finalized, the table on Exhibit B2 needs to be updated.**

A modified Exhibit B2, which has been relabeled to Exhibit A2, has been included within the attached draft of the proposed ERC.

- **The VRP Project Area on Exhibit B1 is not very discernible. IDEM is concerned that another generation of reproduction (scanning of the ERC at the county recorder's office), it will be even**

less discernible. IDEM suggests a dark, bold line showing the VRP Project Area and the coordinate font is larger.

A modified Exhibit B1, which has been relabeled to Exhibit A1, has been included within the attached draft of the proposed ERC.

- On Exhibit B2, the coordinates on the map are the same as the coordinates for the VRP Project Area (Exhibit B1). The focus for this exhibit should be the ERC Project Area. The ERC Project Area is not very discernible. An additional zoomed in extent of the ERC Project Area would be a better graphic / exhibit as well as bolder lines and legible text.

A modified Exhibit B2, which has been relabeled to Exhibit A2, has been included within the attached draft of the proposed ERC.

We look forward to working with you to finalize the closure process for the Site. As always, please do not hesitate to contact me at 317-408-6342, or pburns@burnsenviro.com, with any questions or concerns.

Sincerely,



Perre E. Burns, Ph.D., P.E.
President / Principal Engineer

FIGURES



Monitoring Well



Former UST Area (Confirmation soil sampling discussed in BEE's August 2, 2016 Project Status Update - Confirmation Soil and Groundwater Sampling Plan)



Proposed additional soil sampling locations to address request in IDEM's November 22, 2016 comment letter.

Horizontal Datum is Indiana State Plane, West Zone, NAD83 (ft)



Burns
Environmental
Engineering, Inc.

Former Corn Flour Producers
7383 N CR 100 W
Worthington, Indiana

Drawn by: PEB

12/5/2016

Scale as Shown

Figure 1

Confirmation Sampling
Locations

Groundwater Sampling Field Notes

DECEMBER 29TH, 2015

		DTW	PURGE (3x) vol
9:00 am - ARRIVE ON SITE	MW - 1	20.75	~.5
9:05 am - UNCAP WELLS	2	19.27	~.6
9:35 am - LAUGE WELLS	3	16.79	~.1.1
	4	18.72	~.7
	5	20.11	~.6
	6	13.79	~.6

9:55 am - BEGIN PURGING & SAMPLING (3x volume or until DW)

	SAMPLE Times
MW - 1	10:00
2	10:20
3	11:00
4	11:30
5	12:00
6	12:30

12:45 pm OFFSITE

SEPT 10, 2015

9:00 - ARRIVE ON SITE

9:05 - UNCAP WELLS

9:35 - GAUGE WELLS

	DTW	PURGE (3x) GAL
MW-1	23.25	.2
2	19.25	.6
3	18.19	.9
4	20.74	.5
5	21.64	.5
6	15.53	.4

10:00 - BEGIN TO PURGE WELLS (3x WATER VOLUME OR UNTIL DRY)

11:30 - WELL SAMPLING COMPLETE

SAMPLE TIME

MW-1	10:30
2	10:45
3	11:00
4	11:15
5	10:15
6	10:05



CHAIN OF CUSTODY RECORD

ENVISSION Proj# 2015-2375 Page 1 of 1

ENVISSION Laboratories, Inc. | 1439 Sadlier Circle West Drive | Indianapolis, IN 46239 | Phone: (317) 351-8632 | Fax: (317) 351-8639

Client: Burns Environmental
 Report Address: 609 E Washington
Lebanon, IN
 Project Name:
 Report To: REB
 Lab Contact:
 Phone: 317-408-6342
 Sampled by:
 Fax:
 P.O. Number:
 Desired TAT: (Please Circle One)
 1-2 days 3-6 days Std (7 bus. days)
 QA/QC Required: (circle if applicable)
 Level III Level IV

REQUESTED PARAMETERS	
VOCs PAHs	

Sample Integrity:
 Cooler Temp: 3 °C
 Samples on Ice? Yes No
 Samples Intact? Yes No
 Custody Seal: Yes (No) No
 ENVISSION provided bottles: Yes No
 VOC vials free of head-space? Yes No
 Method 5035 collection used? Yes No
 5035 samples received within 48 hr of collection? Yes No

Sample ID	Coll. Date	Coll. Time	Comp (G)	Matrix	Please indicate number of containers per preservative below											ENVISSION Sample ID		
					HCl	HNO ₃	H ₂ SO ₄	NaOH	Other	None								
MU-1	12/29/15	10:00	6	8.0	X	X											3	15-26103
MU-2		10:30	6		X	X											3	15-26104
MU-3		11:00	6		X	X											3	15-26105
MU-4		11:30	6		X	X											3	15-26104
MU-5		12:00	6		X	X											3	15-26107
MU-6		12:30	6		X	X											3	15-26108
us/MSD MU-3		-	6		X	X											3	15-26105
DUP					X	X											3	15-26109
Trip					X	X											2	15-26110

Comments:

Relinquished by:	Date	Time	Received by:	Date	Time
<u>ALB</u>	12/30/15	14:00	<u>[Signature]</u>	12/31/15	1:30



CHAIN OF CUSTODY RECORD

ENVISSION Laboratories, Inc. | 1439 Sadler Circle West Drive | Indianapolis, IN 46239 | Phone: (317) 351-8632 | Fax: (317) 351-8639

ENVISSION Proj#:

2015-2314

Page 1 of 1

Client: BEF BURNS ENVIRONMENTAL ENR.	Invoice Address: SAHIC
Report: Lab E. Washburned ST Address: LEGION IN	Project Name: CFP
Report To: Perce Burns	Lab Contact: DANE
Phone: 317-409-1342	Sampled by: ADENE
Fax: _____	P.O. Number: _____
Desired TAT: (Please Circle One) 1-2 days 3-6 days <u>5-7 BUS. days</u>	QA/QC Required: (circle if applicable) Level HI <u>LEVEL IV</u>

REQUESTED PARAMETERS	
VOCs	
PAHs	

Please indicate number of containers per preservative below

HC	2
HNO ₃	3
H ₂ SO ₄	3
NaOH	3
Other	2
None	3

Sample Integrity: **OK**

Cooler Temp: _____

Samples on Ice? Yes No

Seals Intact? Yes No

Custody Seal: Yes No

ENVISSION provided bottles: Yes No

VOC vials free of head-space: Yes No N/A

Method 5035 collection used? Yes No

5035 samples received within 48 hr of collection? Yes No

Sample ID	Coll. Date	Coll. Time	Comp (C) Grab (G)	Matrix	HC	HNO ₃	H ₂ SO ₄	NaOH	Other	None	ENVISSION Sample ID
MW-1	9.10	10:30	L	H ₂ O	X						15-17587
MW-2	9.10	10:45	L	H ₂ O	X						15-17588
MW-3	9.10	11:00	L	H ₂ O	X						15-17589
MW-4	9.10	11:15	L	H ₂ O	X						15-17590
MW-5	9.10	10:15	L	H ₂ O	X						15-17591
MW-6	9.10	10:05	L	H ₂ O	X						15-17592
TRIP	9.10	10:00	L	H ₂ O	X						15-17593
DUP-1	9.10	—	L	H ₂ O	X						15-17594
MS/MSD-MW-4	9.10	11:15	L	H ₂ O	X						15-17590

Comments:

Relinquished by: ADW	Date: 9.11	Time:	Received by: ENR	Date: 9/11/15	Time: 3:10P
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DRAFT ENVIRONMENTAL RESTRICTIVE COVENANT

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT (“Covenant”) is made this _____ day of _____, 2016, by Bunge Milling, LLC, 11720 Borman Dr., St. Louis, MO 63146.

WHEREAS: Owner is the fee owner of certain real estate in the County of Greene, Indiana, which is located at 7383 N. County Road 100 W., Worthington, IN. This Real Estate was acquired by quitclaim deed on February 7, 2014, and recorded on February 11, 2014, as Deed Record 210400000451, in the Office of the Recorder of Greene County, Indiana. The Real Estate consists of approximately 41.86 acres and has also been identified by the county as parcel identification number 28-03-16-000-012.000.011.

WHEREAS: Corn Flour Producers, LLC, 3802 S. State Road 241, Monroe City, IN 47557 entered into Indiana’s Voluntary Remediation Program (“VRP”) to address releases of hazardous substances and/or petroleum (“contaminants of concern”) relating to the “VRP Project Area,” as depicted in attached Exhibit A1. The Indiana Department of Environmental Management (“IDEM” or the “Department”) assigned the project number 6141105. A remediation work plan was prepared in accordance with IC 13-25-5, which was approved by the Department on _____.

WHEREAS: IDEM approved the remediation work plan, which allows certain contaminants of concern to remain in the soil, provided that certain land use restrictions as set forth in this Covenant are implemented in the “ERC Project Area” to protect human health. A map depicting the ERC Project Area to which this Covenant applies is attached hereto and incorporated herein as Exhibit A2. The remaining contaminants of concern are listed in Exhibit B, which is attached hereto and incorporated herein.

WHEREAS: The remediation work plan and completion report are hereby incorporated by reference and may be examined at the offices of the Department, which is located in the Indiana Government Center North building at 100 N. Senate Avenue, Indianapolis, Indiana. The documents may also be viewed electronically in the Department’s Virtual File Cabinet by accessing the Department’s Web Site (currently www.in.gov/idem/).

NOW THEREFORE, Bunge Milling, LLC subjects the ERC Project Area to the following restrictions and provisions, which shall be binding on the current Owner and all future Owners:

I. RESTRICTIONS

1. Restrictions. The Owner:

- (a) Shall not use or allow the use of the ERC Project Area for residential purposes, including, but not limited to, daily child care facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
- (b) Shall restore soil disturbed in the ERC Project Area as a result of future excavation and construction activities in such a manner that the remaining contaminant concentrations do not present a threat to human health or the environment. This determination shall be made using the Department's current risk based guidance, or superseding guidance. Contaminated soils that are excavated must be managed in accordance with all applicable federal and state laws, and disposal of such soils must also be done in accordance with all applicable federal and state laws.

II. GENERAL PROVISIONS

- 2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon, and inure to the benefit of the Owner of the ERC Project Area and the Owner's successors, assignees, heirs and lessees and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control (hereinafter "Related Parties") and shall continue as a servitude running in perpetuity with the ERC Project Area. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in or right to occupancy in all or any part of the ERC Project Area by any person shall affect the restrictions set forth herein. This Covenant is only imposed upon the ERC Project Area unless otherwise expressly stated herein.
- 3. Binding upon Future Owners. By taking title to an interest in or occupancy of the ERC Project Area, any subsequent Owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
- 4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the ERC Project Area at reasonable times and with 48 hours notice, except in the case of an emergency, for the purpose of monitoring compliance with this Covenant and ensuring its protectiveness; this right includes the right to take samples and inspect records.
- 5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the ERC Project Area, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances), the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED _____ 20__, RECORDED IN THE OFFICE OF THE RECORDER OF GREENE COUNTY ON _____, 20__, INSTRUMENT NUMBER (or other identifying reference) _____ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the ERC Project Area (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and: (a) include a certified copy of the instrument conveying any interest in any portion of the ERC Project Area; (b) if it has been recorded, its recording reference; and (c) the name and business address of the transferee.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate IDEM if any owner of the ERC Project Area or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the ERC Project Area, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, IDEM shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that the contaminants of concern no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
10. Modification and Termination. This Covenant may be amended, modified, or terminated with the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Greene County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner of its obligation to comply with any other applicable laws.
13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, guidance, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.
14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:

Bunge Milling, LLC
11720 Borman Drive
St. Louis, MO 63146
ATTN: General Counsel

To Department:

IDEM, Office of Land Quality
100 N. Senate Avenue
IGCN 1101
Indianapolis, IN 46204-2251
Attn: Section Chief, Voluntary Remediation Program

An Owner may change its address or the individual to whose attention a notice is to be sent by giving written notice via certified mail.

15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or

terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

- 16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, Bunge Milling, LLC, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this _____ day of _____, 20____.

Bunge Milling, LLC

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, the _____ of the Owner, Bunge Milling, LLC, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal this ___ day of _____, 20____.

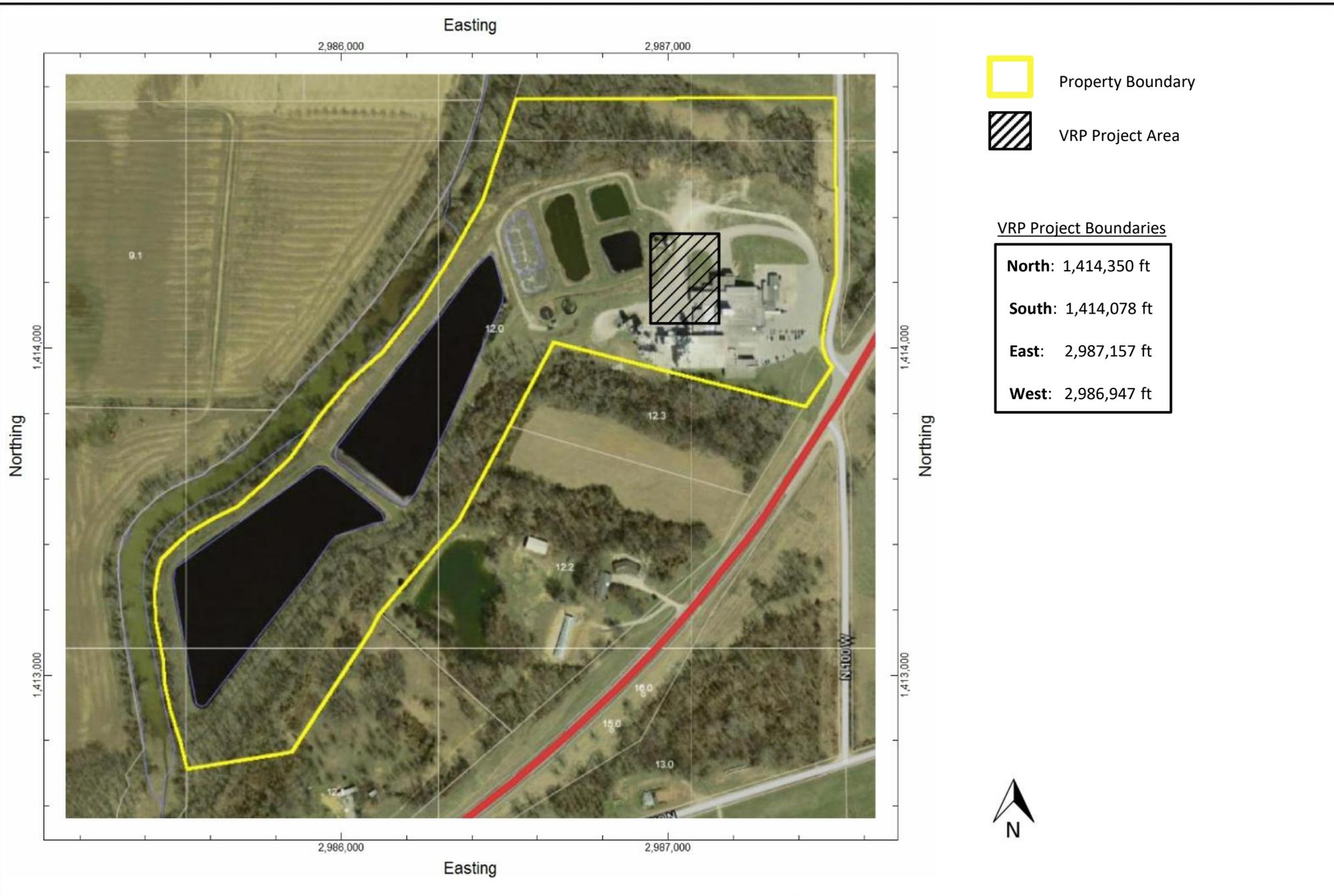
_____, Notary Public
Residing in _____ County, _____

My Commission Expires:

This instrument prepared by:
Alex C. Intermill, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700,
Indianapolis, Indiana 46204

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law:
Alex C. Intermill, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204

EXHIBIT A1
VRP PROJECT AREA



Horizontal Datum is Indiana State Plane, West Zone, NAD83 (ft)



Former Corn Flour Producers
7383 N CR 100 W
Worthington, Indiana

Drawn By: AD
8/22/2016
Scale as Shown

EXHIBIT A1

VRP Project Area

EXHIBIT A2

ERC PROJECT AREA



Horizontal Datum is Indiana State Plane, West Zone, NAD83 (ft)



Former Corn Flour Producers
7383 N CR 100 W
Worthington, Indiana

Drawn By: AD
12/5/2016
Scale as Shown

EXHIBIT A2
ERC Area

EXHIBIT B
REMAINING CONTAMINANTS OF CONCERN

Exhibit B

Remaining Contaminants of Concern

Volatile Organic Compounds

Trimethylbenzene, 1,2,4-

Trimethylbenzene, 1,3,5-

Butylbenzene, n-

Butylbenzene, sec-

Propylbenzene, n-

Polynuclear Aromatic Hydrocarbons

Benz[a]anthracene

Benzo[a]pyrene

Benzo[b]fluoranthene

Benzo[k]fluoranthene

Chrysene

Dibenzo(a,h)anthracene

Methylnaphthalene, 1-

Methylnaphthalene, 2-

Naphthalene

Phenanthrene