

## RECORD OF RESOLUTIONS

Resolution No. 17-2025

Passed: March 25, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE, TO ENTER INTO, AND TO EXECUTE A BROWNFIELD REMEDIATION PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF WEST CARROLLTON, THE MONTGOMERY COUNTY LAND BANK, AND PATRIOT ENGINEERING TO CONDUCT ENVIRONMENTAL REMEDIATION ACTIVITIES AT THE FORMER APPVION WASTEWATER TREATMENT PLANT PROPERTY LOCATED AT 4000 HYDRAULIC ROAD IN WEST CARROLLTON, OH**

**Whereas**, The City of West Carrollton owns the 27-acre former wastewater industrial pre-treatment site, which it acquired from a private party in 2015 after it was contaminated with polychlorinated biphenyls (PCBs); and

**Whereas**, Without the strategic acquisition and intervention by The City of West Carrollton, it is unlikely that the project location would undergo timely environmental remediation followed by meaningful development that improves quality of life for West Carrollton residents, corporate citizens, and visitors; and

**Whereas**, The City of West Carrollton, Ohio is engaged in transformative development of the Whitewater Park and River District, and the strategic remediation of the city-owned property at 4000 Hydraulic Rd. will advance both projects, while providing substantial benefit to neighbors and the environment; and

**Whereas**, The City of West Carrollton has contracted and has completed professional third-party environmental assessments and engineering studies; and

**Whereas**, The City of West Carrollton is participating in Ohio Environmental Protection Agency's Voluntary Action Program (VAP) and has engaged Patriot Engineering to provide technical assistance as the City's designated Certified Professional in order to remediate the site; and

**Whereas**, On November 22, 2024, Patriot Engineering provided a total estimated cost of \$10,835,719 for the scope Brownfield Remediation / Fill and Cap – Former Appvion Treatment Plant, which included a 10% contingency of \$910,564.65 and a 9% inflationary factor of \$819,508.19 for years 2025 – 2027; and

**Whereas**, it is not financially sustainable nor possible for the City of West Carrollton to remediate the project location without outside funding; and

**Whereas**, The West Carrollton City Council, upon studying ongoing progress and development proposals on city-owned property, has directed the City Manager to investigate and to recommend for City Council's consideration, opportunities to further the City's community development strategies around the Whitewater Park location and River District within the City's budgetary constraints and tradition of prudent and conservative fiscal practices; and

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**Whereas**, After participating in extensive peer review and scrutiny, the Dayton Region Priority Development and Advocacy Committee has designated the City of West Carrollton's Brownfield Remediation / Fill and Cap – Former Appvion Treatment Plant project as a priority quality of life project, its highest designation, for the Dayton Region; and

**Whereas**, the Montgomery County Land Reutilization Corporation, an Ohio non-profit community improvement corporation ("Montgomery County Land Bank" or "Land Bank") has applied for and has been awarded Brownfield Remediation Program funds totaling \$1,898,678 on behalf of the City of West Carrollton; and

**Whereas**, the City of West Carrollton has budgeted for and has appropriated funds for the City of West Carrollton's 25% match of the total project costs of \$2,548,950; and

**Whereas**, it is in the interest of the public's health, safety, and well-being for the City of West Carrollton to continue its environmental remediation efforts in order to address contaminated areas through additional assessment, soil excavation, capping, and demolition of dilapidated structures; and

**Whereas**, the Ohio Department of Development (ODOD) is responsible for administering the Brownfield Remediation Program grant; and

**Whereas**, ODOD has required the City of West Carrollton to enter into a subrecipient agreement with the Montgomery County Land Bank and Patriot Engineering in order to access grant fund disbursements.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST CARROLLTON, OHIO, THAT:**

**Section 1:** The City Manager is hereby authorized to negotiate, to enter into, and to execute the Brownfield Remediation Program Subrecipient Agreement attached hereto and incorporated herein as Attachment A with the Montgomery County Land Reutilization Corporation ("Montgomery County Land Bank" or "Land Bank") in substantially the form as attached hereto and made a part hereof; with any changes or amendments thereto not inconsistent with this Resolution and said changes or amendments will not alter the material terms of the Agreement nor adversely impact the City as determined by the Law Director of the City and which are approved by the City Manager.

**Section 2:** The City Manager, or her designee, is further authorized to take all actions necessary to comply with the terms and conditions of said Agreement.

**Section 3:** The Finance Director is authorized to establish any necessary accounts or funds as may be required by law to handle the funds associated with the administration of and accounting for funds relating to the Brownfield Remediation Program Subrecipient Agreement.

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**Section 4:** It is found and determined that all formal actions of the City Council relating to the adoption of this resolution were in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**Section 5:** This resolution shall be in full force and effect from and after its date of passage.

Passed: March 25, 2025

  
\_\_\_\_\_  
Mayor

Attest:   
\_\_\_\_\_  
Clerk of Council

Effective Date: March 25, 2025

**BROWNFIELD REMEDIATION PROGRAM  
SUBRECIPIENT AGREEMENT**

**Montgomery County Land Bank**

**AND**

**The City of West Carrollton**

THIS SUBRECIPIENT AGREEMENT (the "Agreement") is made effective as of the latest date set forth on the attached signature page(s) (the "Effective Date") by and between the Montgomery County Land Reutilization Corporation, an Ohio non-profit community improvement corporation (the "Land Bank"), the City of West Carrollton (the "City"), a municipal corporation created under the laws of Ohio, and Patriot Engineering and Environmental, Inc. ("Patriot Engineering") to conduct environmental remediation activities at the former Appvion Wastewater Treatment Plant property, located at 4000 Hydraulic Road, West Carrollton, Ohio ("Property"), as defined herein pursuant to the Brownfield Remediation Program ("Program") grant as approved by the Ohio Department of Development ("ODOD") (the "Project").

WHEREAS, the Land Bank has applied for and has been awarded funds from the ODOD ("Grant Funds") to undertake the Project submitted by the City;

WHEREAS, the Grant Funds are conditioned upon matching funds of 25% of the total Project costs (\$ 2,548,950.00), which have been committed by the City ("Matching Funds");

WHEREAS, the City owns the Property and desires to perform the Project utilizing the Grant Funds (as hereinafter defined);

WHEREAS, the City has engaged Patriot Engineering as its environmental engineer and consultant to oversee the remediation activities and conduct work intended to allow for issuance of a No Further Action Letter by a Certified Professional with Patriot Engineering under the Ohio Voluntary Action Program ("VAP") for portions of the Property, including the work covered by the Grant Agreement; and

WHEREAS, the Land Bank, the City, and Patriot Engineering wish to set forth the responsibilities and obligations of each in undertaking activities to be reimbursed by the Grant Funds pursuant to the Program and in utilizing such Grant Funds to perform the Project;

NOW, THEREFORE, it is agreed between the parties hereto that:

**I. SCOPE OF WORK.**

A. Project. Grant Funds may be used for the sole and express purpose of undertaking and completing the Project, as generally described in the Scope of Work attached hereto as **Exhibit A**.



B. Activities. The City shall conduct the Project in compliance with and consistent with the latest Program Guidelines (**Exhibit B**), Land Bank Application (**Exhibit C**), and the Grant Agreement between the ODOD and the Land Bank (the "Grant Agreement"), incorporated by reference herein and available at the Land Bank's Office.

## II. SCOPE OF SERVICES.

A. General Administration. The Land Bank shall be responsible for the general administration of the Grant Funds and shall serve as the fiduciary with respect to the Grant Funds and Match Funds and will review and certify invoices and costs submitted to ODOD, as established in the Grant Agreement between the Land Bank and ODOD. In that regard, the Land Bank shall be responsible for submitting all documentation necessary to comply with the terms of the Grant Agreement. The City will be responsible for the general administration of the Project set forth herein in a manner reasonably satisfactory to the Land Bank and consistent with the standards set forth in the Grant Agreement between the Land Bank and the ODOD. The City has engaged Patriot Engineering as its environmental engineer and consultant to oversee the remediation activities and conduct work intended to allow for issuance of a No Further Action Letter by a Certified Professional with Patriot Engineering under the Ohio VAP for portions of the Property, including the work covered by the Grant Agreement. The City and the Land Bank acknowledge that this Agreement is an integral component of linking Patriot Engineering, the City and the Land Bank to implementation of the work covered by the Grant Agreement. The Land Bank has further reviewed the contract between the City and Patriot Engineering and confirmed that it is satisfied with the terms with respect to implementation of the work covered by the Grant Agreement.

B. Levels of Accomplishment - Goals and Performance Measures. The City shall be responsible for completing the Project and preparing all reports as set forth in Section VI of the Agreement. The City hereby agrees to submit such information and documentation, as requested by the Land Bank, in a reasonable and timely manner for review by the Land Bank and submittal by the Land Bank to the ODOD, or by the deadlines set forth in Section VI.A.

In the event of a default of any of its obligations under the Agreement by the City, the Land Bank shall notify the City by written notice of default. If action to correct such default is not taken by the City within thirty (30) days after being notified by the Land Bank of the default and if the City does not thereafter diligently pursue the correction to completion, contract suspension or termination procedures may be initiated by the Land Bank under Section VII.C.(9) of this Agreement.

C. Staffing. The City shall ensure adequate and appropriate staffing is allocated to the Project. The City, Patriot Engineering, and any other contractors or subcontractors engaged by the City or Patriot Engineering, shall, at all times, remain an independent contractor with respect to the services to be performed under this Agreement and shall not, at any time, or for any purpose, be considered as agents, servants or employees of the Land Bank.

### III. TIME OF PERFORMANCE

Performance of Projects by the City shall start on **July 4, 2023** and be completed on or before **June 30, 2025** ("Project Period"), or as extended by agreement between the Land Bank and the ODOD.

### IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Land Bank to Patriot Engineering under this Agreement shall not exceed the total of Grant Funds awarded by the ODOD and the Matching Funds. A summary of eligible costs is attached hereto as **Exhibit B**.

The City will cause Patriot Engineering to issue an invoice for all work conducted under the Project to the City and the Land Bank. Upon the City's approval of the invoice, the Land Bank will review and have final approval of the invoice and will submit a separate payment request to ODOD, if to be reimbursed by Grant Funds, or to the City, if to be paid by Matching Funds, for each invoice received by the Land Bank from Patriot Engineering for services rendered in connection with the Project under this Agreement. The Land Bank will issue payment for services under this Agreement within thirty (30) days of the Land Bank's receipt of ODOD's disbursement of Grant Funds and/or the City's payment of Matching Funds to the Land Bank for the services at issue. The Land Bank shall provide the City with documentation of payments made to Patriot Engineering under this MOU. In the event the City and the Land Bank disagree with the amount or terms of the ODOD disbursement, the Land Bank will take reasonable steps to work with the City to challenge or protest the disbursement in question. In the event of a challenge or protest to an ODOD disbursement, the Land Bank will not issue payment to Patriot Engineering for the services at issue until the challenge or protest has been resolved. The Land Bank is under no obligation to pay Patriot Engineering from Grant Funds other than those disbursed by ODOD and/or paid by the City specifically for the services at issue.

Grant Funds shall be used solely for the stated purposes set forth in the Program Guidelines and this Agreement, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate.

All costs incurred by or on behalf of the City in the performance of its duties under this Agreement for which reimbursement/disbursement is sought, or substantiating any matching funds requirement, shall be fully documented.

### V. NOTICES

Communication and details concerning this Agreement shall be directed to the following contract representatives:

If to the City:	Dan Wendt, Assistant City Manager City of West Carrollton 300 E. Central Ave.
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West Carrollton, Ohio 45449  
Telephone: (937) 847-4643  
Email: dwendt@westcarrollton.org

If to the Land Bank: Heather Wendel, Program Manager, Environmental  
Services and Commercial Redevelopment  
130 West Second Street, Suite 1425  
Dayton, OH 45402  
Telephone: (937) 425-0342  
Email: hwendel@mcclandbank.com

If to Patriot Engineering: Michael Weinstein  
Regional Environmental Manager  
Patriot Engineering and Environmental, Inc.  
5300 DuPont Circle, Suite D  
Milford, Ohio 45150  
Telephone (513) 817-1600  
Email: mweinstein@patrioteng.com

## VI. REPORTING AND COMPLIANCE

A. Reporting Requirements. The City shall submit to the Land Bank all reports as required by the ODOD Brownfield Program Guidelines.

- (1) Quarterly Performance Report: This report must include documentation of the work completed under the Project, including a narrative summary of the use of the Grant Funds during the reporting period and an update of outcomes projected in the Application, expenses, matching funds if required, and environmental reports. **Quarterly Performance Reports are due by 5:00 p.m. on the second Friday after the end of each quarter.**
- (2) Final Performance Report: A final project report by the end of the Project Period.

B. Inspections. At any time during normal business hours and upon three (3) days prior written notice, as often as the Land Bank may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, the City shall make available to the Land Bank, for examination, all of its records with respect to matters covered by this Agreement. Records to be made available for inspection include, but are not limited to, records of personnel and conditions of employment. The City shall permit the Land Bank to audit, examine and make copies or transcripts from such records. The Land Bank, ODOD, and the State of Ohio shall have the right of access to any relevant information, document, information, data, or other records, written or electronic, of the City, which are relevant to demonstrating compliance with the Brownfield Program as it relates to the Project, to make audits or examinations thereof. In addition, representatives of Land Bank shall be permitted, from time to time, to visit and inspect the physical

locations of the Project for the purpose of determining the compliance of the City with the terms of this Agreement and the ODOB Brownfield Program Guidelines.

## VII. GENERAL CONDITIONS

A. Liability and Insurance. Patriot Engineering shall maintain, at its expense, the following types of insurance, issued by companies reasonably acceptable to the City and the Land Bank covering all work performed on behalf of the City in connection with the Project:

(1)	Workers' Compensation Employers Liability/Ohio Stop Gap	Statutory \$ 1,000,000
(2)	Commercial General Liability: Bodily injury/property damage per occurrence Personal/advertising injury per occurrence General Aggregate Products/Completed Operations Aggregate Medical payments per person	 \$ 1,000,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$ 10,000
(3)	Commercial Automobile Liability: Combined Single Limit (including Owned, Hired, and Non-Owned Autos)	 \$1,000,000
(4)	Contractor Pollution Liability:	\$5,000,000
(5)	Professional Liability:	\$5,000,000
(6)	Excess/umbrella Liability:	\$5,000,000

*Liability policy requirements.* The Commercial General Liability policy must be written on the current edition of ISO form CG 00 01 or equivalent. The policy shall have no modifications limiting coverage for contractual liability, damage to work performed by subconsultants, residential construction, earth movement, explosion, collapse, or underground damage. The City and the Land Bank shall be named as Additional Insured on the General Liability policy on ISO forms CG 20 10 07 04 and CG 20 37 07 04 or their commercially-available equivalents, affording coverage to Additional Insured(s) for claims arising out of both ongoing and completed operations. The City and the Land Bank shall also receive coverage as an additional insured under Patriot Engineering's Auto Liability, Contractor's Pollution Liability and Excess/Umbrella Liability policies. There is no additional insured requirement for Workers' Compensation or Professional Liability coverage. Patriot Engineering's policies shall be primary insurance as respect to the City and the Land Bank, and any other insurance policy that the additionally insured party may have in effect shall be deemed excess and not contributory. Patriot Engineering's General Liability policy affording coverage to the City and the Land Bank as Additional Insured must be maintained for three (3) years after completion of the Project. The Contractor's Pollution Liability policy shall include coverage for property damage, bodily injury,



cleanup and regulatory response expenses, as well as coverage for non-owned disposal sites. The regulatory response coverage may be sublimited with written approval of the City and the Land Bank. If any of the Project work is performed by subcontractors or subconsultants, Patriot Engineering shall be responsible for ensuring all such parties comply with these insurance requirements, and extend coverage to the City and the Land Bank as additional insureds.

Patriot Engineering will submit to the City and the Land Bank certificates of insurance (including a certificate of compliance from the Ohio Bureau of Workers' Compensation) certifying that the insurance policies required by this Agreement are in force. Certificates shall reflect the status of the City and the Land Bank as additional insureds with primary, noncontributory coverage and shall provide that the City and the Land Bank is to be provided thirty (30) days advance written notice in the case of cancellation or nonrenewal of the required policies (10 days if cancelled due to nonpayment of premium).

To the extent available under the law, Patriot Engineering hereby agrees to waive all rights of recovery it may otherwise have against the City or the Land Bank for loss, damage or liability covered under any policy of insurance actually carried, or required herein to be carried by Patriot Engineering. Patriot Engineering shall ensure its insurers shall honor such waiver, and shall not subrogate.

B. [Reserved]

C. Adherence to State and Federal Laws, Regulations.

- (1) General. The City agrees to comply with all applicable Federal, state and local laws, rules, regulations and ordinances in the performance of its obligations under this Agreement and in expending any Grant Funds in connection with the Project. Without limiting the generality of such obligation, the City shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withholding, and any and all other taxes or payroll deductions required for all employees engaged by the City in connection with the Project. The City shall comply with all applicable environmental, zoning, planning and building laws and regulations in connection with the Project.
- (2) Ethics. The City, by its signature on this document, certifies that it has reviewed and understands Ohio ethics and conflict of interest laws and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time in connection with the Project. The City understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement.

- (3) Conflict of Interest. The City shall cause any employee of the City who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, in the Property or Project to immediately disclose such interest to the Land Bank. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless the Land Bank determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- (4) Non-Discrimination. Pursuant to R.C. 125.111 and the ODOD's policy, the City agrees that the City and any person acting on behalf of the City shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the Project under this Agreement. The City further agrees that the City and any person acting on behalf of the City shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Project under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- (5) Subcontracts. The City shall bind its contractors and subcontractors to the terms of this Agreement, so far as applicable to the work of the contractor or subcontractor on the Project, and shall not agree to any provision which seeks to bind the Land Bank to terms inconsistent with, or at variance from, this Agreement.
- (6) Environmental Requirements. The City agrees to comply with all environmental requirements applicable to the Project in accordance with this Agreement.
- (7) Liability. As between the City and the Land Bank, the City shall be liable for negligent acts or omissions, or negligent conduct of the City, its employees, agents or subcontractors, to the extent permitted by law, in connection with the Project performed pursuant to this Agreement.
- (8) Source and Availability of Funds. The Land Bank shall have no obligation to advance or pay Patriot or any other party with any funds other than the Grant Funds the Land Bank receives from the ODOD and the Matching Funds the Land Bank receives from the City.
- (9) Termination Procedure.
  - (a) Termination. Either party may terminate this Agreement by giving reasonable written notice of termination to the other party for any of the following occurrences:

(i) Failure of the City or the Land Bank to fulfill in a timely and proper manner any of their obligations under this Agreement, which are not cured in a satisfactory manner within thirty (30) days from the date of the notice.

(ii) Failure of the City or the Land Bank to submit complete and accurate reports as required under this Agreement or the Grant Agreement.

(iii) Failure of the City or the Land Bank to use the Grant Funds for the stated purposes in this Agreement or the Grant Agreement.

(b) Effects of Termination. Within sixty (60) days after termination of this Agreement, the City shall provide to the Land Bank all reports, documents, and other materials assembled and prepared on the Project pursuant to this Agreement, necessary for the Land Bank to meet its obligations under the Grant Agreement. After receiving written notice of termination, the City and the Land Bank shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this paragraph, Patriot Engineering shall be paid for all activities it has satisfactorily performed prior to the effective date of termination to the extent of Grant Funds and Matching Funds received by the Land Bank for such activities.

(c) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the City of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Land Bank of any of its rights hereunder.

### VIII. MISCELLANEOUS

A. Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

B. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. The parties shall agree in writing to any amendments or modifications, and this Agreement shall not be amended or modified except by a written amendment of this Agreement signed by the Land Bank and the City.

C. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party without the prior written agreement by both parties of such assignment.

D. Authority to Execute. By signing below, each party warrants and represents that it has obtained the proper authority to execute and enter into this Agreement from its legislative authority or other governing body, if required.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**CITY:**

**City of West Carrollton**

A municipal corporation created under the laws of Ohio

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

**LAND BANK:**

**Montgomery County Land Reutilization Corporation,**

an Ohio non-profit community improvement corporation

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

**PATRIOT ENGINEERING:**

**Patriot Engineering and Environmental, Inc.**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

## **Project Assumptions and Cost Estimate**

### ***Descriptive Narrative***

#### **1 Total Project Costs**

See summary and detailed budget tables in **Exhibit A**.

#### **2 Major Tasks**

A limited remedial excavation will be completed within Identified Area #1, as depicted in **Exhibit B**.

The demolition will include all structures denoted in **Exhibit C**, to include the following:

- **Item #1:** Aeration pumphouse, piping, transformers, and equipment
- **Item #2:** Pump shed, pump, associated trench and weir structure, associated subsurface treatment vault, phosphorus tank with secondary containment
- **Item #3:** Waste storage/staging building with concrete loading barrier
- **Item #4:** Small clarifiers with acid addition tank and secondary containment structure
- **Item #5:** Primary treatment clarifiers
- **Item #6:** Primary treatment building (2-story) with lab, electric equipment room, press structures, diesel AST, flocculant tanks and secondary containment
- **Item #7:** Treatment chemical shed and nearby concrete outfall inlet
- **Item #8:** Storage shed, Gate shed

Demolished materials will be placed within the clean-hard fill landfill area in Identified Area #2 (depicted in **Exhibit C**).

Soils adjacent to structures formerly processing PCB-impacted wastewater will be profiled and, if necessary, removed for off-site disposal.

Additional tasks include well abandonment, report preparation, NFA preparation, interaction with the Ohio EPA VAP program, the placement of deed restrictions on the property, and drafting an Operation, Monitoring and Maintenance (OM&M) plan to be applied to the property upon closure.

#### **3 Estimates for Soil, Groundwater and Other Environmental Media**

Remedial excavation areas are denoted in **Exhibit B**. To calculate tonnage, a density multiplier of 1.4 was applied to the calculated cubic yardage. Final excavation areas will be determined through confirmation sampling, however, given the observed distribution of Property soil impacts, it is unlikely that excavation volumes will exceed estimates.



#### 4 Backfill Estimates

Autocad Civil 3D was used to conduct volumetric estimates of anticipated backfill volumes for areas slated for demolition. A figure that identifies and numbers all structures to be demolished is provided as **Exhibit C, Figure C**. Detailed, to-scale representations of each demo structure are provided in the remaining figures in **Exhibit C**. Guiding assumptions for backfill volumes and cavity size estimates are as follows:

- Item/Area #2: Concrete Treatment Structure = 150.50 yd<sup>3</sup> assuming 12 ft depth from grade
- Item/Area #2: Trench and Weir Structure = 64.6 yd<sup>3</sup> at 6 ft depth from grade
- Item/Area #4: Small Clarifiers = 530.91 yd<sup>3</sup> assuming 10 ft depth from grade
- Item/Area #5: Large Clarifiers = 6104.86 yd<sup>3</sup> assuming 12 ft depth from grade
- Item/Area #6: Basement = 1099.27 yd<sup>3</sup> assuming 12 ft depth from grade

A backfill estimate for the excavation areas (Task #2) was arrived at using the projected excavation cavity size (60'x60'x4').

#### 5 Demolition and Debris Disposal Estimates

Metals, tanks, and small amounts of general rubbish will be removed from the site. Metals will be recycled and the revenue applied back towards the demolition cost. Construction materials meeting the definition of clean-hard fill will be placed in the on-site clean hard-fill landfill. Several waste drums left from historical investigations will be disposed off-site. Calculations and assumptions are provided in **Exhibit C**.

#### 6 General Waste Estimates

Calculations, assumptions, and observations concerning quantities of general waste materials within each demolition area are provided in **Exhibit C**. Disposal of general waste from the site will be minimal, perhaps one to two roll-off dumpsters. The facility has several waste drums left over from historic site investigations that will also be disposed.

#### 7 Detailed Costs

Third-party cost estimates are provided in **Exhibit D**.

### Cost Summary Breakdown

Task #	Task Description	Cost
1	<b>Well Abandonment</b> Abandon 5 monitoring wells and one industrial water supply well	<ul style="list-style-type: none"> <li>Labor: \$7,845</li> <li>Subcontractors: \$12,900</li> <li>Laboratory: \$0</li> <li>Expenses: \$1,442</li> </ul> <b>Subtotal: \$22,187</b>
2	<b>Excavation and Backfill</b> Assumed to be two 60'x60'x4' areas (1,066 yd <sup>3</sup> ), with confirmation sampling Including the collection of 30 soil samples for pcb analysis.	<ul style="list-style-type: none"> <li>Labor: \$57,155</li> <li>Subcontractors: \$173,050</li> <li>Laboratory: \$4,620</li> <li>Expenses: \$4,558</li> </ul> <b>Subtotal: \$239,383</b>
3	<b>Demolition</b> Demolish all structures in Identified Areas #1 and #2, reclaim metals and apply to cost, dispose tanks, place concrete in clean hard-fill landfill, backfill cavities, laboratory analysis for 40 PCB, metals, VOC samples to profile materials and confirm no impacts left near former structures.	<ul style="list-style-type: none"> <li>Labor: \$195,200</li> <li>Subcontractors: \$1,287,333 (\$850,000 demo + \$150,233 contingency; \$285,000 backfill; \$2,100 utility locate)</li> <li>Laboratory: \$17,010</li> <li>Expenses: \$32,000</li> </ul> <b>Subtotal: \$1,531,543</b>
4	<b>VAP Interaction and Reporting</b> Preparing reports for VAP submittal, working with VAP technical assistance	<ul style="list-style-type: none"> <li>Labor: \$115,100</li> <li>Subcontractors: \$7,500 (plat survey)</li> </ul> <b>Subtotal: \$122,600</b>
5	<b>Deed restrictions, NFA, OM&amp;M Plan</b> Work with legal counsel to prepare appropriate deed restrictions, prepare No Further Action (NFA) documentation, draft Operation, Monitoring and Maintenance (OM&M) plans for each Identified Area.	<ul style="list-style-type: none"> <li>Labor: \$62,700</li> <li>Subcontractors: \$18,200 (OEPA VAP)</li> </ul> <b>Subtotal: \$80,900</b>
	<b>Subtotal</b>	<b>\$1,996,613</b>
	<b>Infrastructure allowance</b>	<b>\$379,737</b>
	<b>Admin Fee</b>	<b>\$172,600</b>
	<b>TOTAL ESTIMATED COSTS</b>	<b>\$2,548,950.00</b>

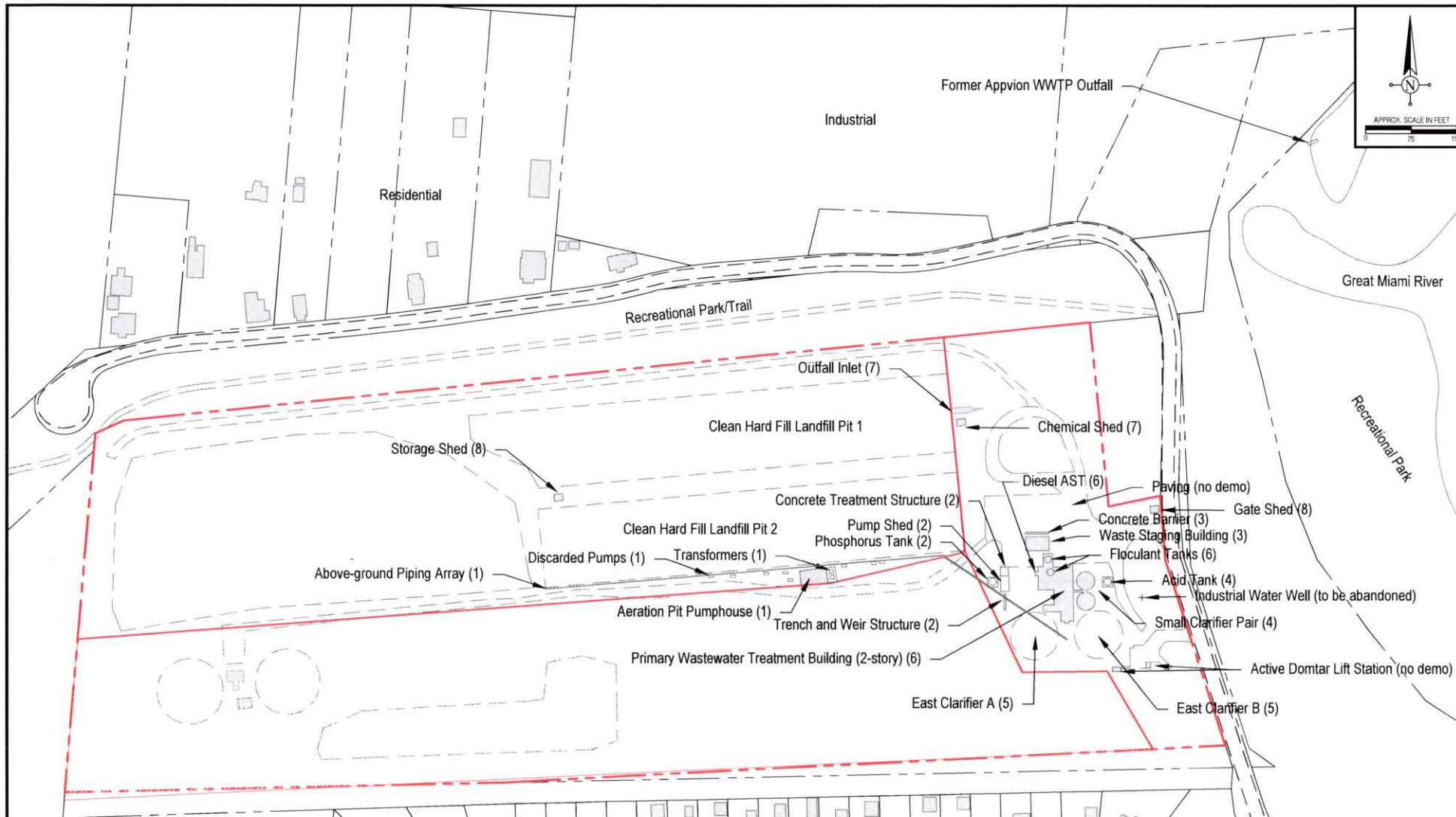
Cost Estimate - VAP closure - Appvion Identified Areas #1 and #2

4000 Hydraulic Road, West Carrollton, OH Summary of work: VAP Remediation and Closure				PROJECT TOTALS		TASK 1  Well Abandonment (Remediation)		TASK 2  Remedial Excavation (Remediation)		TASK 3  Demolition		TASK 4  VAP Interaction and Reporting (Remediation)		TASK 5  Deed restrictions, NFA, OM&M Plan (Remediation)	
LABOR	2024 RATE	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount
Certified Professional	\$210	338	\$70,980	8	\$1,680	30	\$6,300	100	\$21,000	110	\$23,100	90	\$18,900		
Senior Project Manager	\$165	744	\$122,825	15	\$2,475	80	\$13,200	200	\$33,000	300	\$49,500	149.39	\$24,650		
Project Manager	\$135	782	\$105,610	0	\$0	100	\$13,500	320.44	\$43,260	231.85	\$31,300	130	\$17,550		
Field Engineer/Geologist/Scientist	\$100	1,233	\$123,305	36	\$3,600	237.05	\$23,705	960	\$96,000	0	\$0	0	\$0		
CAD	\$90	141	\$12,690	1	\$90	5	\$450	20	\$1,800	105	\$9,450	10	\$900		
Clerical/Administrative	\$70	37	\$2,590	0	\$0	0	\$0	2	\$140	25	\$1,750	10	\$700		
<b>TOTAL LABOR</b>		<b>3275.740236</b>	<b>\$438,000</b>	<b>60</b>	<b>\$7,845</b>	<b>452.05</b>	<b>\$57,155</b>	<b>1602.44</b>	<b>\$195,200</b>	<b>771.85</b>	<b>\$115,100</b>	<b>389.39</b>	<b>\$62,700</b>		
<b>TOTAL NON-INFRASTRUCTURE SUBCONTRACTORS</b>			<b>\$1,498,983</b>		<b>\$12,900</b>		<b>\$173,050</b>		<b>\$1,287,333</b>		<b>\$7,500</b>		<b>\$18,200</b>		
<b>TOTAL LABORATORY</b>			<b>\$21,630</b>		<b>\$0</b>		<b>\$4,620</b>		<b>\$17,010</b>		<b>\$0</b>		<b>\$0</b>		
<b>MARKUP SUBS (0%)</b>			<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		
<b>TOTAL EXPENSES</b>			<b>\$38,000</b>		<b>\$1,442</b>		<b>\$4,558</b>		<b>\$32,000</b>		<b>\$0</b>		<b>\$0</b>		
<b>TOTAL ESTIMATED COSTS (non Infrastructure)</b>			<b>\$1,996,613.00</b>		<b>\$22,187</b>		<b>\$239,383</b>		<b>\$1,531,543</b>		<b>\$122,600</b>		<b>\$80,900</b>		
<b>INFRASTRUCTURE ALLOWANCE</b>			<b>\$379,737.00</b>												
<b>ADMIN FEE FOR LAND BANK</b>			<b>\$172,600.00</b>												
<b>GRANT REQUEST TOTAL INCL MATCH</b>			<b>\$2,548,950.00</b>												
EXPENSE DETAILS				PROJECT TOTALS		TASK 1  Well Abandonment (Remediation)		TASK 2  Remedial Excavation (Remediation)		TASK 3  Demolition		TASK 4  VAP Interaction and Reporting (Remediation)		TASK 5  Deed restrictions, NFA, OM&M Plan (Remediation)	
SUBCONTRACTORS	RATE	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount
Abandonment (quote)	\$12,750	1	\$12,750	1	\$12,750	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Drilling (per well)	\$5,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
VAP NFA	\$18,200	1	\$18,200	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$18,200
Infrastructure subs	\$276,997	SEE ABOVE		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Topo survey	\$7,500	1	\$7,500	0	\$0	0	\$0	0	\$0	0	\$0	1	\$7,500	0	\$0
Waste Disposal (per drum)	\$150	1	\$150	1	\$150	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Excavation and trucking	\$60	1,283	\$77,000	0	\$0	1,283.33	\$77,000	0	\$0	0	\$0	0	\$0	0	\$0
Bulk soil disposal (by ton)	\$29.50	2,000	\$59,000	0	\$0	2,000	\$59,000	0	\$0	0	\$0	0	\$0	0	\$0
Backfill and compact (per yard)	\$28.50	11,300	\$322,050	0	\$0	1,300.00	\$37,050	10,000	\$285,000	0	\$0	0	\$0	0	\$0
Demo	\$1,000,233	1	\$1,000,233	0	\$0	0	\$0	1	\$1,000,233	0	\$0	0	\$0	0	\$0
Utility Locate	\$2,100	1	\$2,100	0	\$0	0	\$0	1	\$2,100	0	\$0	0	\$0	0	\$0
<b>TOTAL SUBCONTRACTORS</b>			<b>\$1,498,983</b>		<b>\$12,900</b>		<b>\$173,050</b>		<b>\$1,287,333</b>		<b>\$7,500</b>		<b>\$18,200</b>		
<b>LABORATORY</b>															
VOCs - soil	\$65	60	\$3,900	0	\$0	14	\$910	46	\$2,990	0	\$0	0	\$0	0	\$0
PCBs - soil	\$70	75	\$5,250	0	\$0	29	\$2,030	46	\$3,220	0	\$0	0	\$0	0	\$0
RCRA/VAP metals - soil	\$120	59	\$7,080	0	\$0	14	\$1,680	45	\$5,400	0	\$0	0	\$0	0	\$0
RCRA/VAP metals - water	\$120	45	\$5,400	0	\$0	0	\$0	45	\$5,400	0	\$0	0	\$0	0	\$0
<b>TOTAL LABORATORY COSTS</b>			<b>\$21,630</b>		<b>\$0</b>		<b>\$4,620</b>		<b>\$17,010</b>		<b>\$0</b>		<b>\$0</b>		
<b>EXPENSES</b>															
Mileage	\$0.69	7,341	\$5,065	300	\$207	1460.87	\$1,008	5579.71	\$3,850	0	\$0	0	\$0	0	\$0
drums	\$70.00	1	\$70	1	\$70	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Meals	\$25.00	175	\$4,375	5	\$125	10	\$250	160	\$4,000	0	\$0	0	\$0	0	\$0
Misc. Expenses (gloves, Shipping, E	\$50.00	7	\$350	1	\$50	3	\$150	3	\$150	0	\$0	0	\$0	0	\$0
PIID	\$120.00	90	\$10,800	0	\$0	10	\$1,200	80	\$9,600	0	\$0	0	\$0	0	\$0
Water Level Ind	\$45.00	2	\$90	2	\$90	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Mail, Courier, etc.	\$25.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Hotel	\$150.00	115	\$17,250	6	\$900	13	\$1,950	96	\$14,400	0	\$0	0	\$0	0	\$0
<b>TOTAL EXPENSES</b>			<b>\$38,000</b>		<b>\$1,442</b>		<b>\$4,558</b>		<b>\$32,000</b>		<b>\$0</b>		<b>\$0</b>		

BROWNFIELD REMEDIATION PROGRAM PROJECT ASSUMPTIONS AND COST ESTIMATE (PACE)											
Project Name and Address											
Category	Item #	Item Name	Unit listed (lump/ yard/ each)	Grant Unit Price	Grant Quantity	Grant Expenditure (Unit Price x Quantity)	Match Unit Price	Match Quantity	Match Expenditure (Unit Price x Quantity)	Project Cost (Grant + Match)	Notes
Assessment						\$0.00			\$0.00	\$0.00	
						\$0.00			\$0.00	\$0.00	
	Sub-Total Assessment					\$0.00			\$0.00	\$0.00	
Acquisition						\$0.00			\$0.00	\$0.00	
						\$0.00			\$0.00	\$0.00	
	Sub-Total Acquisition					\$0.00			\$0.00	\$0.00	
Demolition	1	Building Demolition	lump	\$529,707.00	1	\$529,707.00	\$470,526.00	1	\$470,526.00	\$1,000,233.00	
	2	Backfill and Compaction	yard	\$28.50	10,000	\$285,000.00			\$0.00	\$285,000.00	
	3	Utility Locate	lump	\$2,100.00	1	\$2,100.00			\$0.00	\$2,100.00	
	4	Laboratory Confirmation	lump	\$17,010.00	1	\$17,010.00			\$0.00	\$17,010.00	
	5	Field Expenses and Instrumentation	lump	\$32,000.00	1	\$32,000.00			\$0.00	\$32,000.00	
	6	Field Oversight	hourly	\$122.00	1,600	\$195,200.00			\$0.00	\$195,200.00	average team labor rates and estimated hours
						\$0.00			\$0.00	\$0.00	
	Sub-Total Demolition					\$1,061,017.00			\$470,526.00	\$1,531,543.00	
Infrastructure	7	Infrastructure	lump	\$200,000.00	1	\$200,000.00	\$179,737.00	1	\$179,737.00	\$379,737.00	Extend electric, gas water sewer and telecom to the site and relocate the current roadway access off of Hydraulic Road.
	Sub-Total Infrastructure					\$200,000.00			\$179,737.00	\$379,737.00	
Cleanup/Remediation	8	Remediation Oversight, field tech, PM and VAP CP	hourly	\$130.00	500	\$65,000.00			\$0.00	\$65,000.00	average team labor rates and estimated hours
	9	Soil Disposal	ton	\$29.50	2,000	\$59,000.00			\$0.00	\$59,000.00	
	10	Trucking	lump	\$77,000.00	1	\$77,000.00			\$0.00	\$77,000.00	
	11	Backfill and Compaction	yard	\$28.50	1,300	\$37,050.00			\$0.00	\$37,050.00	
	12	Laboratory Confirmation	lump	\$4,620.00	1	\$4,620.00			\$0.00	\$4,620.00	
	13	Well Abandonment	lump	\$12,900.00	1	\$12,900.00			\$0.00	\$12,900.00	Sub cost plus 1 drum waste disposal.
	14	Field Expenses & Instrumentation	lump	\$6,000.00	1	\$6,000.00			\$0.00	\$6,000.00	
		VAP CP & Team									
	15	Oversight/Technical/Reporting	hourly	\$160.00	719	\$115,100.00			\$0.00	\$115,100.00	average team labor rates and estimated hours
	16	Topo Survey	lump	\$7,500.00	1	\$7,500.00			\$0.00	\$7,500.00	
	17	VAP NFA Letter/Engineering Controls/OM&M Plan	hourly	\$165.00	380	\$62,700.00			\$0.00	\$62,700.00	average team labor rates and estimated hours
		Ohio EPA VAP Fee	lump	\$18,200.00	1	\$18,200.00			\$0.00	\$18,200.00	
	Sub-Total Cleanup/Remediation					\$465,070.00			\$0.00	\$465,070.00	
Administrative	18	Project oversight, review reports and remediation documentation, prepare ODOD quarterly reports, ODOD submittals, manage consultant and contractors	hourly	\$125.00	1,380.80	\$172,600.00			\$0.00	\$172,600.00	average team labor rates and estimated hours
						\$0.00			\$0.00	\$0.00	
	Sub-Total Administrative					\$172,600.00			\$0.00	\$172,600.00	
Estimated Costs	TOTAL					\$1,898,687.00			\$650,263.00	\$2,548,950.00	







#### LEGEND

- Property Boundary
- Parcel Line
- Building Structure

Project: Former WWTP Assessment  
4000 Hydraulic Road  
West Carrollton, Ohio

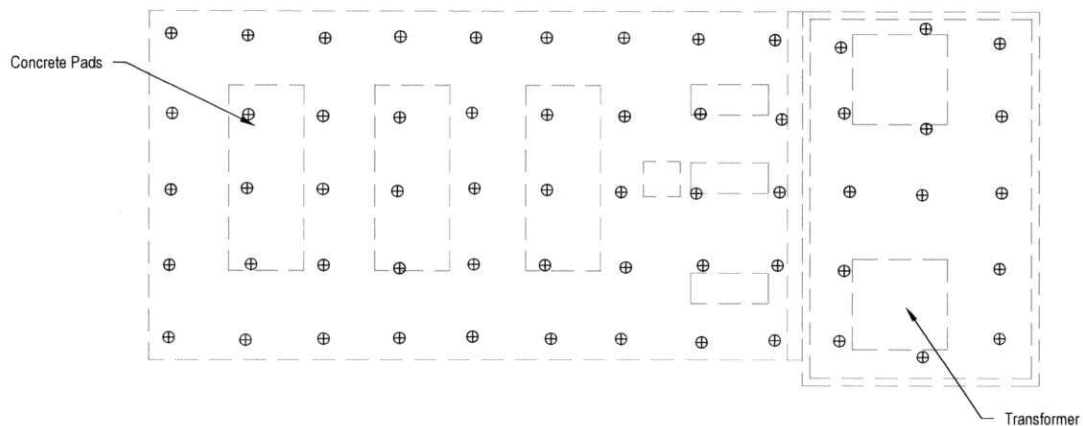
Project Number: 21-1978-07  
Date: November 29, 2023

Drawn By: M. Deaner  
Approved: M. Deaner  
DWG: 21-1978-07\_Ph2

Figure C-1

Property Structures for Demo -  
All Structures,  
Identified Areas #1 and #2





#### Bldg Construction:

- Steel roof
- Estimated 2' thickness slab
- 12' high walls, concrete block, 1.5' thick
- 2.5' tall pump base pads

#### Concrete Volumes:

- 4,436.4 ft<sup>3</sup> / 164.3 yd<sup>3</sup> building and slab
- 539.0 ft<sup>3</sup> / 19.9 yd<sup>3</sup> pump bases
- Total concrete: 4,975.4 ft<sup>3</sup> / 184.3 yd<sup>3</sup>

#### Additional Waste Materials:

- 2 transformers
- approximately 1 yard mixed rubbish in building

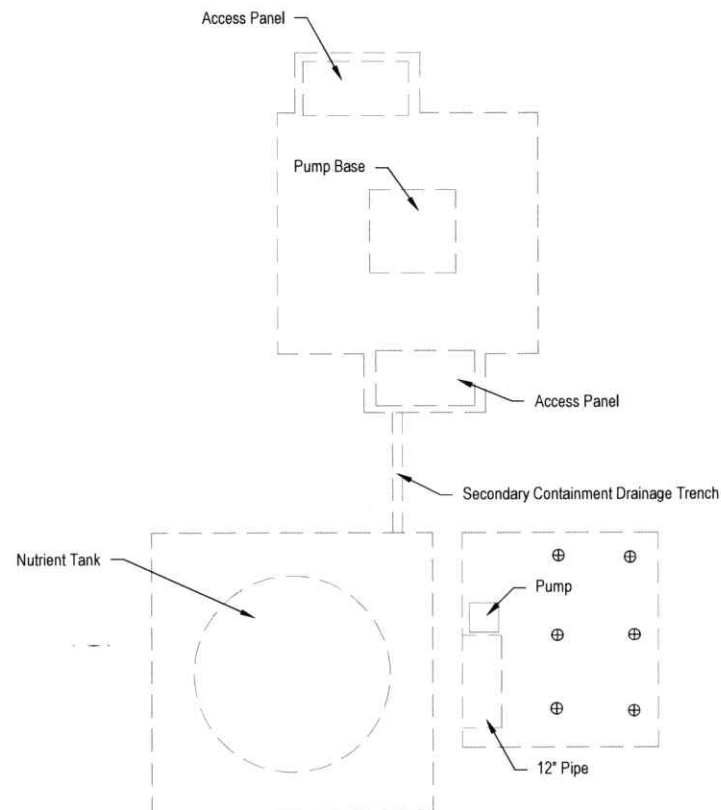
APPROX. SCALE IN FEET  
0 4 8



Project: Former Appvion WWTP Assessment  
4000 Hydraulic Road  
West Carrollton, Ohio

Project Number: 21-1976-07	Drawn By: M. Deaner
Date: Dec 3, 2023	Approved: M. Deaner
	DWG: 21-1976-07_Ph2

Figure C-1  
Demolition Specifications  
Item #1  
Aeration Blower Building



#### Pump Bldg Construction:

- Steel roof
- Estimated 2' thickness slab
- 10' high walls, concrete block, 1.5' thick

#### Nutrient tank containment construction

- 4' deep
- 10' x 10' dimensions
- Estimated 6" thickness sidewalls
- Estimated 6" thickness base

#### Treatment Vault Construction

- Estimated 1' thickness sidewalls
- Estimated 2' thickness ceiling (former pump base)
- Estimated 2' thickness base
- Estimated 12' deep

#### Concrete Volumes:

- 2,582.6 ft<sup>3</sup> / 95.6 yd<sup>3</sup> treatment reservoir
- 84.13 ft<sup>3</sup> / 3.1 yd<sup>3</sup> nutrient tank containment
- 870.1 ft<sup>3</sup> / 32.2 yd<sup>3</sup> pump building
- Total concrete: 3,536.8 ft<sup>3</sup> / 131.0 yd<sup>3</sup>

#### Additional Waste Materials:

- Treatment drum
- Fiberglass phosphorus tank

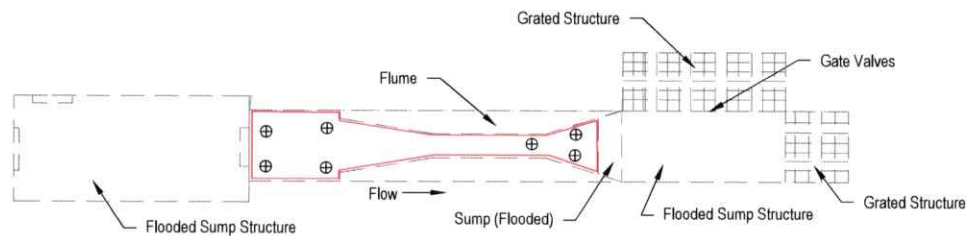
APPROX. SCALE IN FEET  
0 4 8

#### Subsurface Structure Construction

- 5' deep
- Estimated 1' thickness slab and sidewalls

#### Concrete Volume:

- 681.69 ft<sup>3</sup> / 25.3 yd<sup>3</sup> treatment reservoir



APPROX. SCALE IN FEET  
0 4 8

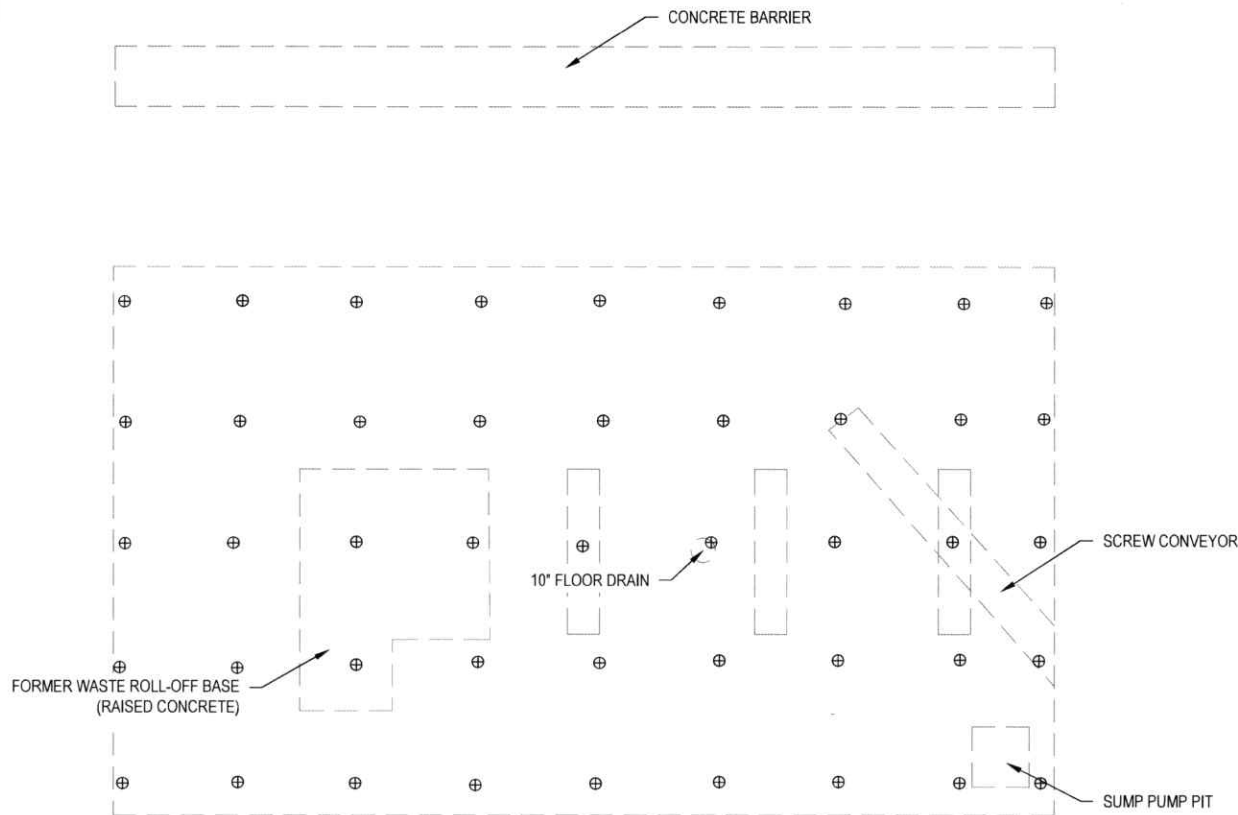


Patriot Engineering &  
Environmental, Inc.

Project: Former Appvion WWTP Assessment  
4000 Hydraulic Road  
West Carrollton, Ohio

Project Number: 21-1976-07	Drawn By: M. Deaner
Date: Dec 3, 2023	Approved: M. Deaner
	DWG: 21-1976-07_Ph2

Figure C-2B  
Demolition Specifications  
Item #2  
Open Trench with Flume



## Waste Volumetric Calculations

### Building Construction:

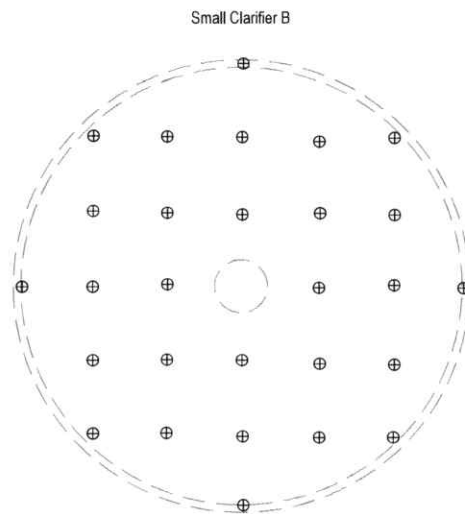
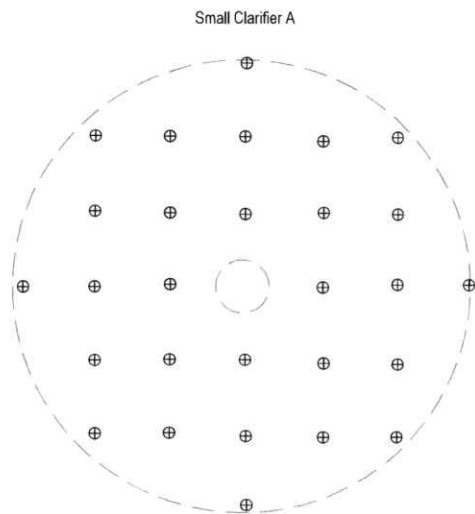
- Steel over concrete slab
- Slab assumed to be 3-ft thick
- 2.5 ft thick, 10 ft high retaining wall to north
- Dumpster bases 3 ft high

### Concrete Volumes:

- Retaining wall: 969.0 ft<sup>3</sup> / 35.9 yd<sup>3</sup>
- Floor slab: 885.7 ft<sup>3</sup> / 32.8 yd<sup>3</sup>
- Dumpster bases: 282.72 ft<sup>3</sup> / 10.47 yd<sup>3</sup>

Total concrete: 2137.4 ft<sup>3</sup> / 79.17 yd<sup>3</sup>

APPROX. SCALE IN FEET  
0 25 50



#### Clarifier Construction:

- 15' outer diameter, 14' inner diameter
- Estimated 6" thickness sidewalls
- Estimated 1' thickness base wall
- 10' deep

#### Acid tank containment construction (not shown)

- 4' deep
- 10' x 10' dimensions
- Estimated 6" thickness sidewalls
- Estimated 6" thickness base

#### Concrete Volumes:

- 1,183.5 ft<sup>3</sup> / 43.8 yd<sup>3</sup> per clarifier
- 84.13 ft<sup>3</sup> / 3.1 yd<sup>3</sup> acid tank containment
- Total concrete: 2,451.1 ft<sup>3</sup> / 90.8 yd<sup>3</sup>

#### Additional Waste Materials:

- Fiberglass cladding around each vessel.
- Fiberglass acid tank

APPROX. SCALE IN FEET  
0 4 8

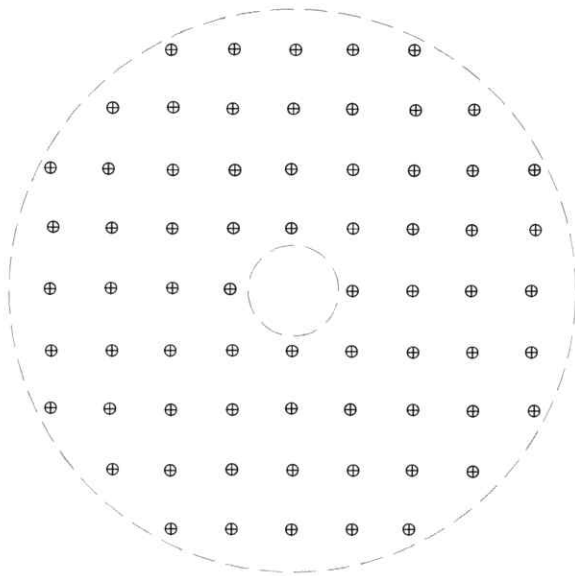


Project: Former Appvion WWTP Assessment  
4000 Hydraulic Road  
West Carrollton, Ohio

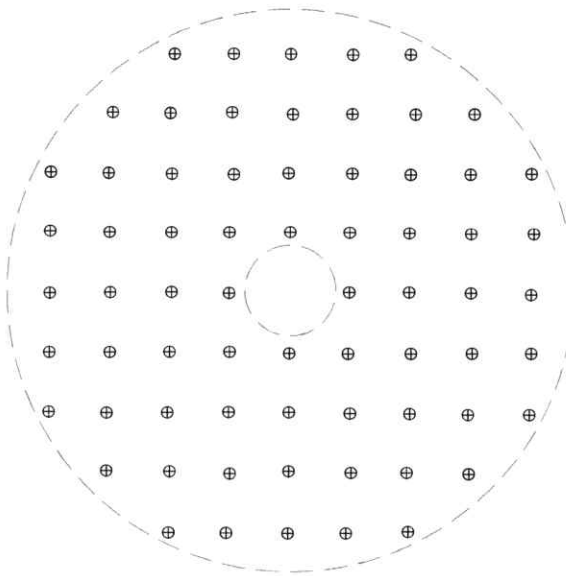
Project Number: 21-1976-07	Drawn By: M. Deaner
Date: Dec 2, 2023	Approved: M. Deaner
	DWG: 21-1976-07_Ph2

Figure C-4  
Demolition Specifications  
Item #4  
Small Clarifier A & B and  
Acid Tank

East Clarifier A



East Clarifier B



Clarifier Construction:

- 94' outer diameter, 91.5' inner diameter
- Estimated 16" thickness sidewalls
- Estimated 36" thickness basewall

Concrete Volumes:

- 25,477 ft<sup>3</sup> / 943.5 yd<sup>3</sup> per clarifier
- Total concrete: 2137.4 ft<sup>3</sup> / 1,887.0 yd<sup>3</sup>

Additional Waste Materials:

- Fiberglass cladding around each vessel.

APPROX. SCALE IN FEET  
0 10 20



Project: Former Appvion WWTP Assessment  
4000 Hydraulic Road  
West Carrollton, Ohio

Project Number: 21-1976-07	Drawn By: M. Deaner
Date: Nov 30, 2023	Approved: M. Deaner
	DWG: 21-1976-07_Ph2

Figure C-5  
Demolition Specifications  
Item #5  
East Clarifiers



## Waste Volumetric Calculations

### Building Construction:

- Press room: All concrete, 2.5 ft thick walls, 3 ft thick floor, precast 2.5ft thick ceiling, 20 ft wall height
- North wing (electronics room) - block walls, 1 ft thick, assume 1.5 ft thick floor, 12 ft wall height
- Press bases 1.5 ft high

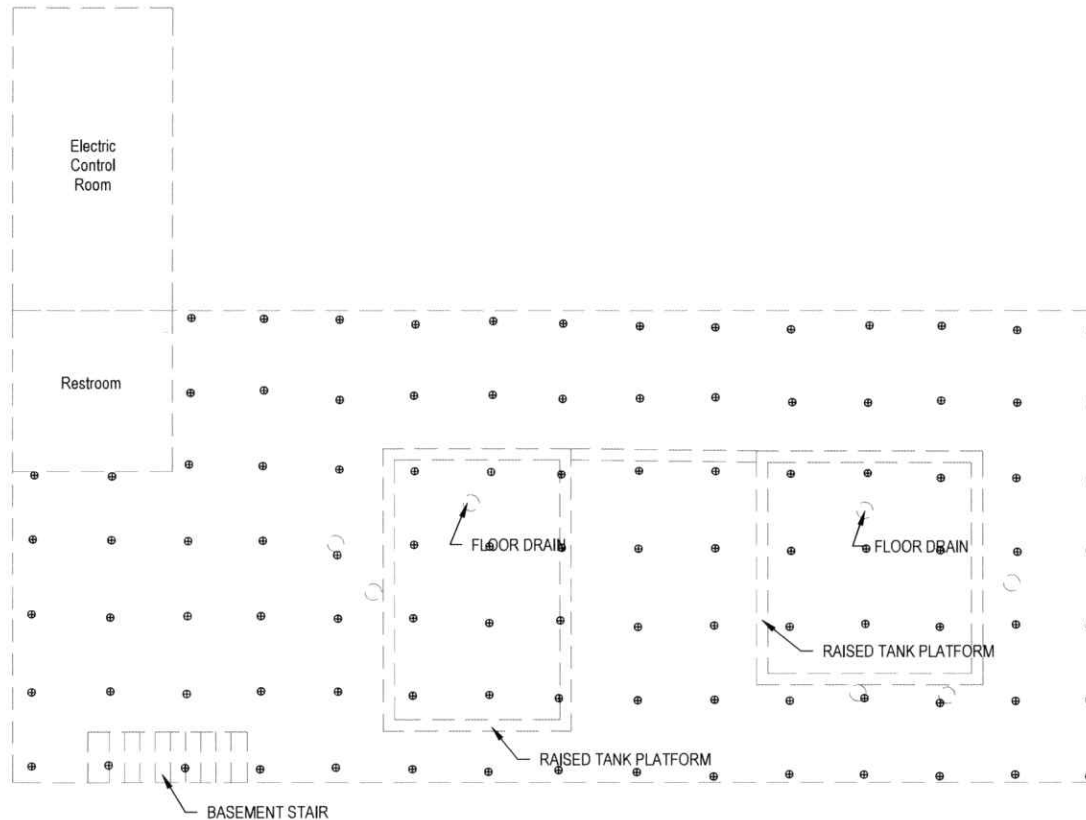
### Concrete Volumes:

- Press room floor slab: 6,795.6 ft<sup>3</sup> / 251.7 yd<sup>3</sup>
- Press room ceiling slab: 5,663.0 ft<sup>3</sup> / 209.7 yd<sup>3</sup>
- Press room walls: 9,842.4 ft<sup>3</sup> / 364.5 yd<sup>3</sup>
- North wing walls: 687.7 ft<sup>3</sup> / 25.5 yd<sup>3</sup>
- North wing slab: 317.3 ft<sup>3</sup> / 11.75 yd<sup>3</sup>
- Press bases: 704.4 ft<sup>3</sup> / 26.1 yd<sup>3</sup>

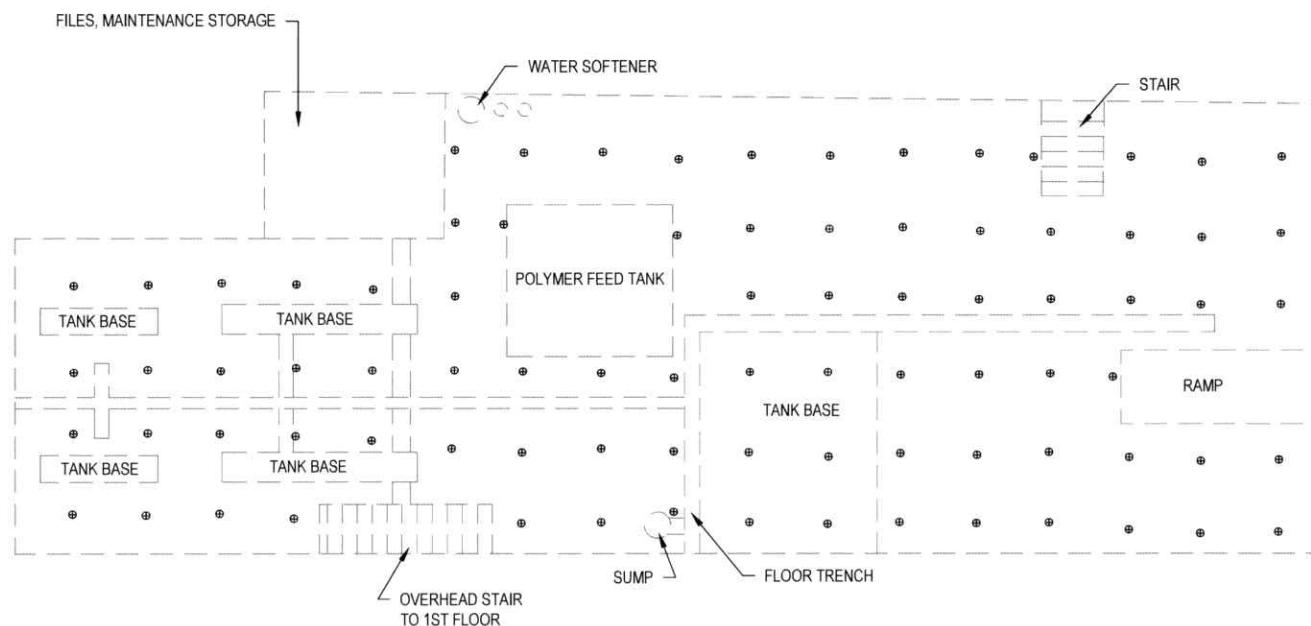
Total concrete: 24,010.4 ft<sup>3</sup> / 889.2 yd<sup>3</sup>

Estimated 1 yd<sup>3</sup> of asbestos material in bathroom.

75 gallons unknown waste oil product needs profiled and disposed.



APPROX. SCALE IN FEET  
0 4 8



#### Building Construction:

- Press room: All concrete, 2.5 ft thick walls, 3 ft thick floor, ceiling not in calculations because it was in calculations for the first floor, 16 ft wall height in basement
- Tank bases 1 ft high

#### Concrete Volumes:

- Basement floor slab: 7,420.76 ft<sup>3</sup> / 274.8 yd<sup>3</sup>
- Basement walls: 9,761.7 ft<sup>3</sup> / 361.5 yd<sup>3</sup>
- Tank bases and ramp: 429.1 ft<sup>3</sup> / 15.89 yd<sup>3</sup>

Total concrete: 17,611.6 ft<sup>3</sup> / 652.2 yd<sup>3</sup>

APPROX. SCALE IN FEET  
0 4 8

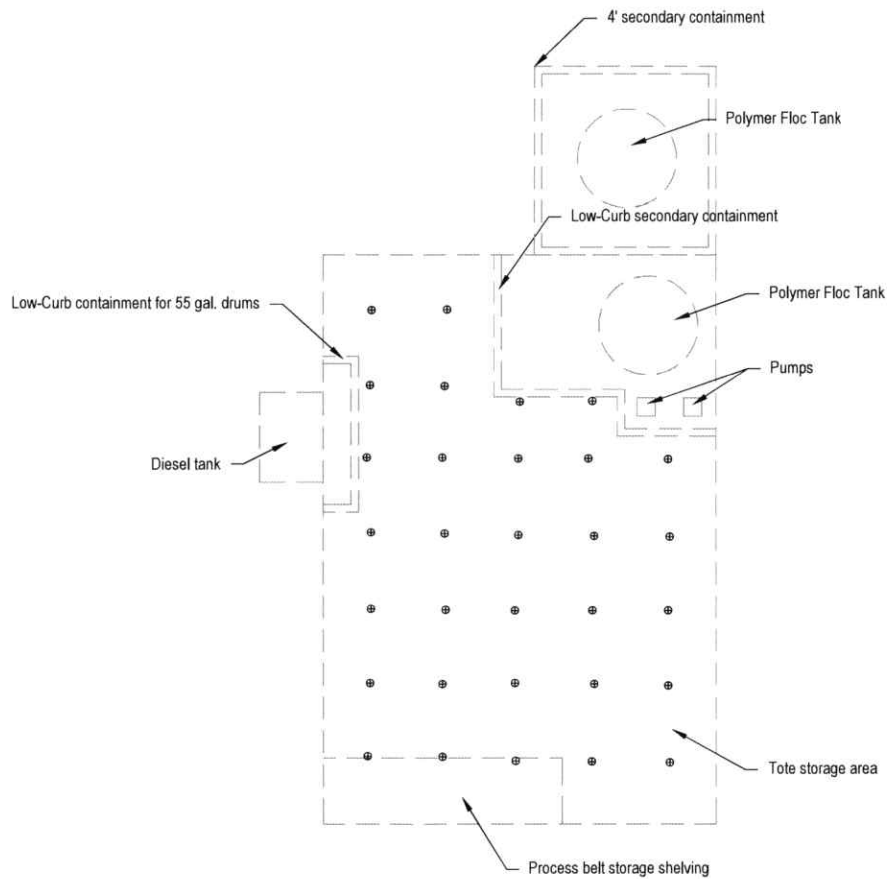


Patriot Engineering &  
Environmental, Inc.

Project: Former Appvion WWTP Assessment  
4000 Hydraulic Road  
West Carrollton, Ohio

Project Number: 21-1976-07	Drawn By: L. Lidy
Date: July 12, 2023	Approved: M. Deaner
	DWG: 21-1976-07_Ph2

Figure C6B  
Demolition Specifications  
Item #6  
Basement Floor of Press  
Building



#### Building Construction:

- Block walls, two block runs, 1.5 ft thick, All concrete, 1.5 ft thick floor, steel ceiling, 16 ft wall height
- Indoor secondary containment 1 ft high, outdoor 4 ft high, 6 inch thick walls
- 500 gallon diesel tank with 3 ft secondary containment

#### Concrete Volumes:

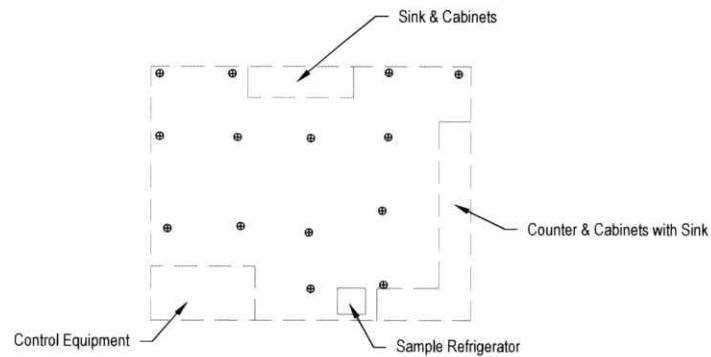
- Floor slab: 1,485.5 ft<sup>3</sup> / 55.0 yd<sup>3</sup>
- Room walls: 3,219.0 ft<sup>3</sup> / 119.2 yd<sup>3</sup>
- Containment walls: 108 ft<sup>3</sup> / 4 yd<sup>3</sup>

Total concrete: 4,990.7 ft<sup>3</sup> / 184.8 yd<sup>3</sup>

#### Additional waste items:

- Two fiberglass above-ground storage tanks (formerly used for polymer flocculent)
- Several large (1x12' est) packages containing industrial belts
- One 500 gallon diesel tank, empty

APPROX. SCALE IN FEET  
0 4 8



**Building Construction:**

- Block walls, two block runs, 1.5 ft thick,
- 1.5 ft thick slab floor
- Steel ceiling
- 12 ft wall height

**Concrete Volumes:**

- Floor slab: 534.7 ft<sup>3</sup> / 19.80 yd<sup>3</sup>
- Room walls: 4,277 ft<sup>3</sup> /158.4 yd<sup>3</sup>

Total concrete: 4,989.9 ft<sup>3</sup> / 178.2 yd<sup>3</sup>

**Additional waste items:**

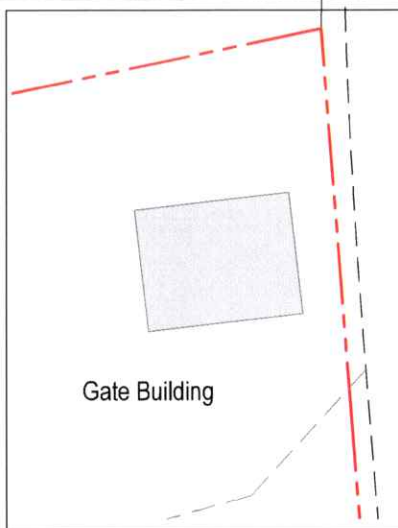
- Refrigerator
- Cabinets
- Sinks
- Ceiling-height automation electronic installation

APPROX. SCALE IN FEET  
0 4 8

Outfall and Chemical Addition Building



Gate Building



Storage Structure



**Building Construction:**

- Concrete block, 1' walls, 1' base slab assumed
- each building 8 feet tall
- Steel roofs
- 1' thickness for outfall structure

**Concrete Volumes:**

- Gate Building: 337.1 ft<sup>3</sup> / 12.5 yd<sup>3</sup>
- Storage Structure: 527.6 ft<sup>3</sup> / 19.5 yd<sup>3</sup>
- Outfall and Chem Building: 1,648.8 ft<sup>3</sup> / 61.1 yd<sup>3</sup>

Total concrete: 2,513.5 ft<sup>3</sup> / 93.1 yd<sup>3</sup>

**Additional Waste:**

- Storage tank in chemical addition building
- Electric controls in gate building
- Misc junk in storage structure

APPROX. SCALE IN FEET  
0 6 12



Patriot Engineering &  
Environmental, Inc.

Project: Former Appvion WWTP Assessment  
4000 Hydraulic Road  
West Carrollton, Ohio

Project Number: 21-1976-07  
Date: Dec 2, 2023

Drawn By: M. Deaner  
Approved: M. Deaner  
DWG: 21-1976-07\_Pt2

**Figure C7/8**  
**Demolition Specifications**  
**Item #7 & #8**  
**Misc. Buildings, Outfall Inlet**

## **EXHIBIT D**

### **Supporting materials:**

- Demolition estimate from O'Rourke
- Backfill general estimate from O'Rourke
- Well abandonment estimate from Envirocore
- Excavation estimate from Citywide
- Rumpke disposal estimate



## Matthew Deaner

---

**From:** Michael Weinstein  
**Sent:** Friday, April 14, 2023 2:55 PM  
**To:** Matthew Deaner  
**Subject:** Fwd: WWTP (4000 Hydraulic Rd.) Budgetary Pricing

Sent from my iPhone

Begin forwarded message:

**From:** Vic Kellems <VKellems@orourkewrecking.com>  
**Date:** April 14, 2023 at 2:51:36 PM EDT  
**To:** Michael Weinstein <MWeinstein@patrioteng.com>  
**Subject:** RE: WWTP (4000 Hydraulic Rd.) Budgetary Pricing

Your welcome.

**From:** Michael Weinstein <MWeinstein@patrioteng.com>  
**Sent:** Friday, April 14, 2023 2:43 PM  
**To:** Vic Kellems <VKellems@orourkewrecking.com>  
**Cc:** Jeremy Hudson <jhudson@orourkewrecking.com>; ISABELLE COMELLO <icomello@orourkewrecking.com>  
**Subject:** RE: WWTP (4000 Hydraulic Rd.) Budgetary Pricing

Thank you very much

**From:** Vic Kellems <[VKellems@orourkewrecking.com](mailto:VKellems@orourkewrecking.com)>  
**Sent:** Friday, April 14, 2023 1:27 PM  
**To:** Michael Weinstein <[MWeinstein@patrioteng.com](mailto:MWeinstein@patrioteng.com)>  
**Cc:** Jeremy Hudson <[jhudson@orourkewrecking.com](mailto:jhudson@orourkewrecking.com)>; ISABELLE COMELLO <[icomello@orourkewrecking.com](mailto:icomello@orourkewrecking.com)>  
**Subject:** WWTP (4000 Hydraulic Rd.) Budgetary Pricing

Michael,

Please accept our below budgetary pricing (ROM budget based on google earth images only) for demolition of the Clarifier structures, buildings and asphalt within the attached identified "Planned Development Area". Below you'll also find an add price should they decide to demolish the clarifier structures located on the west end of the property.

**Planned Development Area Demolition = \$850,000.00 (BUDGET)**  
**Western Clarifier Structures Demolition = ADD \$325,000.00 (BUDGET)**

Budget Clarifications:

1. Pricing includes complete demolition and removal of the existing clarifiers, buildings and paving only.
2. Clarifier structures are assumed to not extend any deeper than 15ft below grade.

3. All subsurface utility lines/pipes will be abandoned just outside structure footprints.
4. All below grade voids/basements will be left open for backfill/site restoration by others.
5. Pricing excludes removal/handling/abatement of any asbestos, universal waste and/or PCB materials.
6. All hard fill materials (concrete, block & brick) is to remain on site in designated area if possible.

We greatly appreciate the opportunity to work with you on the preliminary budget pricing of this project. Please don't hesitate to reach out should you have any questions.

Sincerely,  
Vic Kellems  
Estimator / Project Coordinator



O'Rourke Wrecking Company, A WBE Certified Firm  
660 Lunken Park Drive  
Cincinnati, OH 45226  
t. (513) 871-1400  
f. (513) 871-1313  
c. (513) 502-0456

## Matthew Deaner

---

**From:** Joe Fleck <joe@envirocore.com>  
**Sent:** Wednesday, November 29, 2023 8:57 PM  
**To:** Matthew Deaner  
**Subject:** Re: Well abandonment quote

Matt,

Good to hear from you. Here are some numbers for you. Thank you for asking!

Appvion Papermill, 4000 Hydraulic Road, West Carrollton, Ohio

Seal and decommission (1) 10-inch industrial supply well to 108-feet deep. ODNR Log No. 874304

Remove pump and drop pipe, remove well surface completion

500 gallons grout or cement would be required to backfill well

Excavator with demo-hammer, roll-off container, load of topsoil or gravel to replace surface materials

Estimated cost, including labor, backfill materials, equipment usage, disposal, permitting (ODNR report only), and consumable field supplies: \$10,600.00

(Mobilization 1500, drill rig and crew 4000, Cement or grout 1200, Acetylene torch 300, Excavator 1200, Demo Hammer 400, Roll-off container 800, replacement soil and grass seed 400, report, 50, total= \$9,750.00)

and

Seal and decommission (5) 2-inch steel stickup monitoring wells, MMW-02, PMW04, PMW05, PMW06, and MW-3:

Estimate \$600 per well x 5 wells = \$3,000.00

Total cost for well closure (estimated): \$12,750.00

EnviroCore, Inc.

Office: 614-733-0377

Mobile: 614-263-6554

On Wed, Nov 29, 2023 at 10:22 AM Matthew Deaner <[mdeaner@patrioteng.com](mailto:mdeaner@patrioteng.com)> wrote:

Hi Joe.

I'm looking for a basic quote to abandon the highlighted 2-inch stick-up monitoring wells in the attached spreadsheet, and the single industrial water supply well described in the attached PDF file.

This is for the former Appvion site at 4000 Hydraulic Road. It's for a grant application we are assembling.



**Matthew Deaner, C.H.M.M.**  
**Senior Project Manager**

Patriot Engineering and Environmental, Inc.  
2568 Kohnle Dr. | Miamisburg, OH 45342

Direct Dial: 317-431-6061

Office: (937) 353-2856

Email: [mdeaner@patrioteng.com](mailto:mdeaner@patrioteng.com)

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



## Matthew Deaner

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**From:** Vic Kellems <VKellems@orourkewrecking.com>  
**Sent:** Wednesday, November 29, 2023 3:41 PM  
**To:** Matthew Deaner  
**Subject:** RE: WWTP (4000 Hydraulic Road) demo job

If you know the volume of backfill needed you can just use \$27 to \$30 per cubic yard.

Thanks,  
Vic

---

**From:** Matthew Deaner <mdeaner@patrioteng.com>  
**Sent:** Wednesday, November 29, 2023 3:38 PM  
**To:** Vic Kellems <VKellems@orourkewrecking.com>  
**Subject:** RE: WWTP (4000 Hydraulic Road) demo job

Can you do a quote for that? Or I could talk to Citywide?

---

**From:** Vic Kellems <[VKellems@orourkewrecking.com](mailto:VKellems@orourkewrecking.com)>  
**Sent:** Wednesday, November 29, 2023 3:22 PM  
**To:** Matthew Deaner <[mdeaner@patrioteng.com](mailto:mdeaner@patrioteng.com)>  
**Subject:** RE: WWTP (4000 Hydraulic Road) demo job

We are good. Just keep in mind that we did not include any backfill!

Thanks,  
Vic

---

**From:** Matthew Deaner <[mdeaner@patrioteng.com](mailto:mdeaner@patrioteng.com)>  
**Sent:** Wednesday, November 29, 2023 3:17 PM  
**To:** Vic Kellems <[VKellems@orourkewrecking.com](mailto:VKellems@orourkewrecking.com)>  
**Subject:** RE: WWTP (4000 Hydraulic Road) demo job

Do you foresee any issues with including all the infrastructure in the attached figure for the price you quoted?

Text to go with the attached figure.....

Vacant structures are depicted on the figures included in **Exhibit B**.

The following vacant structures are present:

- Aeration pumphouse, piping, transformers, and equipment (Item #1 in Exhibit B)
- Pump shed, pump, associated trench and weir structure, associated subsurface treatment vault, phosphorus tank with secondary containment (Item #2 in Exhibit B)
- Waste storage/staging building with concrete loading barrier (Item #3 in Exhibit B)
- Small clarifiers with acid addition tank and secondary containment structure (Item #4 in Exhibit B)



- Primary treatment clarifiers (Item #5 in Exhibit B)
- Primary treatment building (2-story) with lab, electric equipment room, press structures, diesel AST, flocculant tanks and secondary containment (Item #6 in Exhibit B)
- Treatment chemical shed and nearby concrete outfall inlet (Item #7 in Exhibit B)
- Storage shed, Gate shed (Item #8 in Exhibit B)

**From:** Vic Kellems <[VKellems@orourkewrecking.com](mailto:VKellems@orourkewrecking.com)>  
**Sent:** Wednesday, November 29, 2023 8:49 AM  
**To:** Matthew Deaner <[mdeaner@patrioteng.com](mailto:mdeaner@patrioteng.com)>  
**Subject:** RE: WWTP (4000 Hydraulic Road) demo job

I apologize for not getting back to you yesterday. I was out of town for another project. I'll be giving you a call soon to discuss.

Thanks,  
 Vic

**From:** Matthew Deaner <[mdeaner@patrioteng.com](mailto:mdeaner@patrioteng.com)>  
**Sent:** Tuesday, November 28, 2023 11:30 AM  
**To:** Vic Kellems <[VKellems@orourkewrecking.com](mailto:VKellems@orourkewrecking.com)>  
**Subject:** RE: WWTP (4000 Hydraulic Road) demo job

Vic – we are on a tight timeline here, and depending on your comfort level, you might need to send an estimator out to do a site visit ASAP. Are you on board with working with us on this on an accelerated timeline? We have to have the estimate from you on Friday. Please let me know by COB today whether you can accommodate this schedule.

**From:** Vic Kellems <[VKellems@orourkewrecking.com](mailto:VKellems@orourkewrecking.com)>  
**Sent:** Monday, November 27, 2023 4:13 PM  
**To:** Matthew Deaner <[mdeaner@patrioteng.com](mailto:mdeaner@patrioteng.com)>  
**Subject:** RE: WWTP (4000 Hydraulic Road) demo job

I'll get back to you on this. I've just got back to the office from being out all day. I may give you a call tomorrow if that works for you.

Thanks,  
 Vic

**From:** Matthew Deaner <[mdeaner@patrioteng.com](mailto:mdeaner@patrioteng.com)>  
**Sent:** Monday, November 27, 2023 2:12 PM  
**To:** Vic Kellems <[VKellems@orourkewrecking.com](mailto:VKellems@orourkewrecking.com)>  
**Subject:** WWTP (4000 Hydraulic Road) demo job

Hi Vic.



I just left you a VM but wanted to follow up with an email.

In April, you and I spoke regarding a potential demo job at 4000 hydraulic road, West Carrollton, OH. You gave us preliminary pricing.

We have an excellent shot at getting this project funded.

Brownfields grant opportunities open up on December 5<sup>th</sup>. The land bank we are working with wants bids by end of day on December 4<sup>th</sup>.

The grant authority needs a finalized subcontractor bid with some specific demo numbers. Specifically, the following is required:

*5.0 Demolition and Debris Disposal Estimates*

*Show all calculations and assumptions used to determine the estimated demolition activities and procedures for disposal of the debris generated from the property for the purposes of this project. The calculations should include dimensions of site structures that will be demolished, including subgrade areas. Provide a description of the building materials (i.e., brick, concrete, sheet metal, asbestos, etc.), and include the amount of material to be recycled and the amount to be removed from the site.*

Would you be available to discuss this request?



**Matthew Deaner, C.H.M.M.**  
**Senior Project Manager**

Patriot Engineering and Environmental, Inc.  
2568 Kohnle Dr. | Miamisburg, OH 45342  
Direct Dial: 317-431-6061  
Office: (937) 353-2856  
Email: [mdeaner@patrioteng.com](mailto:mdeaner@patrioteng.com)  
[www.patrioteng.com](http://www.patrioteng.com)



## Matthew Deaner

---

**From:** Michael Baumgartner <Michael.Baumgartner@rumpke.com>  
**Sent:** Friday, December 1, 2023 11:53 AM  
**To:** Matthew Deaner  
**Subject:** RE: Cost per ton - PCB impacted soil <50ppm>

I will honor the same VAP disposal rate of \$29.50/ton for the original 5,600 CY, for this smaller area, and anything other impacted soil generated from the site for 2024.

**From:** Matthew Deaner <mdeaner@patrioteng.com>  
**Sent:** Friday, December 1, 2023 11:48 AM  
**To:** Michael Baumgartner <Michael.Baumgartner@rumpke.com>  
**Subject:** RE: Cost per ton - PCB impacted soil <50ppm>

What will be your charge per ton (so I can put in the budget)?

**From:** Michael Baumgartner <[Michael.Baumgartner@rumpke.com](mailto:Michael.Baumgartner@rumpke.com)>  
**Sent:** Friday, December 1, 2023 8:35 AM  
**To:** Matthew Deaner <[mdeaner@patrioteng.com](mailto:mdeaner@patrioteng.com)>  
**Subject:** RE: Cost per ton - PCB impacted soil <50ppm>

Sure, I'll put it on letter head to include in the application.

Is this going be consider VAP waste?

**From:** Matthew Deaner <[mdeaner@patrioteng.com](mailto:mdeaner@patrioteng.com)>  
**Sent:** Friday, December 1, 2023 8:33 AM  
**To:** Michael Baumgartner <[Michael.Baumgartner@rumpke.com](mailto:Michael.Baumgartner@rumpke.com)>  
**Subject:** RE: Cost per ton - PCB impacted soil <50ppm>

Probably us... Citywide was asking my preference yesterday, and I told them either way... seems like they would prefer that I do it and that's fine.

Would you be able to send me a general per-ton disposal quote so I can include it in the grant application?

**From:** Michael Baumgartner <[Michael.Baumgartner@rumpke.com](mailto:Michael.Baumgartner@rumpke.com)>  
**Sent:** Friday, December 1, 2023 8:20 AM  
**To:** Matthew Deaner <[mdeaner@patrioteng.com](mailto:mdeaner@patrioteng.com)>  
**Subject:** RE: Cost per ton - PCB impacted soil <50ppm>

Sounds good Matt! I appreciate the update.

Will you or Citywide be completing the profile or application?

---

**From:** Matthew Deaner <[mdeaner@patrioteng.com](mailto:mdeaner@patrioteng.com)>  
**Sent:** Friday, December 1, 2023 8:09 AM  
**To:** Michael Baumgartner <[Michael.Baumgartner@rumpke.com](mailto:Michael.Baumgartner@rumpke.com)>  
**Subject:** RE: Cost per ton - PCB impacted soil <50ppm

Hi Mike.

Hope all is well. There is movement on the grant front. We are putting in for a grant on the lesser-impacted areas of the property. We aren't ready for the worst area yet. I told our remedial contractor to use you for the soil. I'd be happy to discuss – 317-431-6061.

---

**From:** Michael Baumgartner <[Michael.Baumgartner@rumpke.com](mailto:Michael.Baumgartner@rumpke.com)>  
**Sent:** Friday, September 15, 2023 7:32 AM  
**To:** Matthew Deaner <[mdeaner@patrioteng.com](mailto:mdeaner@patrioteng.com)>  
**Subject:** RE: Cost per ton - PCB impacted soil <50ppm

Good morning Matt!

Has there been any updates on this after your June City Council meeting? There is a lot of Brownfield grants opening up down here withing the City of Cincinnati and Hamilton County as a whole. I'm seeing a pick up in remedial excavations, was curious if this was receiving budget from any available funding opportunities?

Mike Baumgartner | Industrial Waste Specialist  
RUMPKE of Ohio, Inc  
3800 Struble Rd Cincinnati, OH 45251  
C: 513.304.8272  
[michael.baumgartner@rumpke.com](mailto:michael.baumgartner@rumpke.com)



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**From:** Michael Baumgartner  
**Sent:** Friday, May 26, 2023 12:18 PM  
**To:** 'Matthew Deaner' <[mdeaner@patrioteng.com](mailto:mdeaner@patrioteng.com)>  
**Subject:** RE: Cost per ton - PCB impacted soil <50ppm

Thanks for the update! Hope you have a great weekend.

---

**From:** Matthew Deaner <[mdeaner@patrioteng.com](mailto:mdeaner@patrioteng.com)>  
**Sent:** Friday, May 26, 2023 12:08 PM  
**To:** Michael Baumgartner <[Michael.Baumgartner@rumpke.com](mailto:Michael.Baumgartner@rumpke.com)>  
**Subject:** RE: Cost per ton - PCB impacted soil <50ppm

ESTIMATE

Citywide Waste Removal  
100 Murray Rd  
Cincinnati, OH 45217

lisa@citywide.eco  
+1 (513) 641-3040  
citywide.eco



Patriot Engineering

Bill to  
Patriot Engineering  
6150 East 75th Street  
Indianapolis, IN 46250

Estimate details  
Estimate no.: 1153  
Estimate date: 12/01/2023

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Dig & Haul		1067	\$60.00	\$64,020.00
		Dig and haul soil from site and deliver into Rumpke (Struble Rd in Colerain for non haz only). Price per ton. *Patriot will be responsible for disposal costs				
Total						\$64,020.00

Note to customer  
Appvion  
West Carrollton, OH 45449





## Brownfield Remediation Program

### Fiscal Year (FY) 2024-2025 Second Award Period Program Guidelines

The Brownfield Remediation Program awards grants for the remediation of brownfield sites throughout Ohio, to assist in the remediation of hazardous substances or petroleum at industrial, commercial, or institutional properties. Remediation includes the acquisition of a brownfield, demolition performed at a brownfield, and the installation or upgrade of the minimum amount of infrastructure necessary to make a brownfield site operational for economic development activity.

These program guidelines expand on statutory terms and requirements included in Ohio Revised Code (O.R.C.) 122.65 and 122.6511, as amended by House Bill 33 (HB33).

#### Availability of Funding

In the second award period, approximately \$50 million will become available on Feb. 19, 2025, for eligible statewide projects. These funds will be available on a first-come, first-served basis for eligible projects. No county set-aside funding is available in the second award period.

The application portal will be open for 30 days or until Development receives funding requests that total \$125 million in applications. Additionally, applications will be reviewed as they are received in the application portal.

#### Grant Period

FY 2025: July 1, 2024, to June 30, 2026

#### Eligible Applicants

A "Lead Entity" must be designated for each county. If funded, the Lead Entity will be the award recipient and the responsible party with whom Development will execute a grant agreement for the grant funds. There shall be only one Lead Entity per county.

For the second award period Lead Entities selected in FY 2024 will be the Lead Entity of record unless a county requests a change. If a county requests a Lead Entity change, please submit a justification to [Redevelopment@development.ohio.gov](mailto:Redevelopment@development.ohio.gov). Potential changes to lead entities are subject to the selection requirements of O.R.C. 122.6511(B)(4).

Entities that caused or contributed to the contamination of the property cannot be an eligible partner. If the entity that caused or contributed to the contamination is the property owner, a purchase agreement transferring the property to the applicant or non-labile third party must be included in the application.

## **Subrecipient Agreement**

The Lead Entity of each county shall submit all grant applications for that county. If applicable, the Lead Entity shall submit with a grant application any agreements executed between the Lead Entity with other recipients that will receive grant money through the Lead Entity. Such recipients may include local governments, nonprofit organizations, community development corporations, regional planning commissions, county land reutilization corporations, and community action agencies.

For-profit entities will work directly with lead entities or eligible subrecipients.

## **Eligible Properties**

Eligible properties are those which meet the definition of a brownfield, as provided in O.R.C. 122.6511(A)(1). A "brownfield" is defined as an abandoned, idled, or under-used industrial, commercial, or institutional property where expansion or redevelopment is complicated by known or potential releases of hazardous substances or petroleum. The contamination to be remediated is required at the subsurface level, unless remediation is needed to gain access to the subsurface contamination (i.e. building demolition) to contain the contaminant (i.e. asbestos abatement). If no known or potential releases of hazardous substances or petroleum are identified by a Phase I property assessment, but a building or structure with documented asbestos is present, the property is eligible to prevent a future release during planned demolition or rehabilitation activities.

The applicant must specify which applicable remediation program they intend to comply with/achieve i.e. Voluntary Action Program (VAP), Bureau of Underground Storage Tank Regulations (BUSTR), Resource Conservation and Recovery Act (RCRA).

Properties that contain more than one parcel are eligible to apply as one property. The parcels must be contiguous. Parcels separated only by a street, alley or railroad track are considered contiguous. Additional parcels must meet the eligibility criteria outlined above.

The applicant must demonstrate that it possesses all necessary legal access to the property to complete the project. If the property or any portions of the property are subject to a lease agreement, the application must include a copy of the lease agreement or other agreement that provides the applicant with legal access to complete the project. An asbestos survey needs to be completed and included in an application if any demolition is intended to occur on the property.

## **Grant Categories**

Applicants may apply for funds for "Assessment" or for "Cleanup/remediation."

"Assessment" is defined as phase I and phase II property assessments, BUSTR TIER I/II assessments, RCRA assessments, and asbestos abatement surveys conducted in accordance with applicable remedial program laws and regulations. The maximum award available for assessment costs is \$300,000.



“Cleanup/remediation” is defined as any action to contain, remove, or dispose of hazardous substances at a brownfield. This includes the acquisition (limited to 10% of the total request, not to exceed the county auditor property value) of a brownfield, demolition performed at a brownfield and the installation or upgrade of the minimum amount of infrastructure that is necessary to make a brownfield operational for economic development activity. Eligible cleanup/remediation projects can receive a maximum grant amount of \$2.5 million.

Total project awards are determined at Development’s discretion.

## Eligible Costs

- Infrastructure costs, which shall not exceed 20% of the total request. For purposes of this program, “infrastructure” means utilities such as:
  - Water
  - Sewer
  - Electric
  - Gas
- Engineering controls— for projects that use engineering controls as the sole remedy, justification is required. Per Ohio Administrative Code (O.A.C.) section 3745-300-01. (3), an “Engineering control” is any structure, system, or barrier, which is protective of human health, safety, and the environment, that effectively and reliably eliminates or mitigates human or important ecological resource exposure to hazardous substances or petroleum on, underlying, or emanating from a property.
- Costs associated with the crafting and submittal of a “No Further Action Letter,” or fee for a “Covenant Not to Sue,” or other submittal for regulatory review.
- Administrative costs, which shall not exceed a maximum of 10% of the total request; administrative costs are those related to submitting reimbursement requests and submitting reporting information, as requested by Development. Administrative costs must adhere to all uniform cost guidance.
- Costs related to employing a certified professional. Applicants will comply with the provisions of O.R.C. Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of state prevailing wages for all mechanics and laborers employed in construction work financed with grant funds. For questions on Ohio’s Prevailing Wage Law, applicants must consult the Department of Commerce’s Bureau of Wage and Hour Administration to receive a determination.

## Ineligible Costs

- Administrative costs related to application preparation and legal counsel related to the application or project implementation.
- Costs incurred prior to the grant agreement commencement date.
- Costs related to site clearance (i.e. clearing, grubbing, removing solid waste).
- Payment of delinquent utility costs.

## Matching Funds

Development can award up to 75% of the total project cost, with a maximum award of \$2.5 million. All projects will require a 25% match. Ineligible costs cannot be used as match funds.

## Sources of Match

Acceptable sources of match funds may include local government, state government, federal government and by for-profit or nonprofit entities. When applicable, applicants must maintain the required minimum percent match throughout the project. For example, at 50% of the project expenditure, the applicant should submit around 50% of their total committed match. If at the conclusion of the project, financial accounting indicates that the actual cost is less than the estimated cost, the applicant shall refund the amount necessary to maintain funding percentages in the grant agreement.

For the purposes of this program, future in-kind costs can be considered as an eligible expense for match. For FY 2025, eligible expenses that were incurred on or after July 1, 2022 may be used as match.

## Application Evaluation Criteria

Applicants shall submit one application per project site. Upon submission of a complete application, the applicant will receive an email from Development confirming that the application has been received. Submission of an application does not ensure the applicant will be awarded funds. Each application will be reviewed based on information received and will be screened for completeness and eligibility. If an application is determined to be incomplete, Development will contact the Lead Entity and the Lead Entity will have 10 business days to provide additional information. The 10-business-day cure period will not be extended. If after the 10-business-day cure period Development determines that an application is ineligible, the Lead Entity will be notified that the application has not been accepted for funding.

## Application Process

Projects will be awarded on a first-come first-served basis per O.R.C. 122.6511.

Lead Entities must submit an application for each project. The application portal will be open for 30 days or until Development receives funding requests that total \$125 million in applications. Additionally, applications will be reviewed as they are received in the application portal.

Applications must include match funding within the application. Development can only award up to 75% of the total costs for these projects. Awards will be made until funds are depleted. Awarded projects should commence activities within six months of receiving a fully executed agreement.

To access the application, individuals will be required to login using an existing OH|ID or create a new OH|ID, which provides users with secure access to state of Ohio services and programs. For more information on creating an OH|ID, please click [here](#). Please note that Chrome is the preferred web browser when making the online application submission.

Eligible applicants will be required to provide the following on each application:

- Federal Employer Identification Number (FEIN)
- Application type: assessment or cleanup/remediation
- Applicant contact information (indicate a primary contact)
- Project name
- Former project name(s)
- Name of property owner (if not applicant)
- Project address
- County(ies) to be served
  - If more than one county, indicate primary county
- Indicate if the applicant has access to the property
- Description of current ownership access
- Indicate if the Median Household Income for the area is less than the state-wide average
- Indicate if the community unemployment rate is greater than the current state-wide average
- Indicate any other economically distressed criteria impacting the community served
- Project history
- Number of vacant structures
- Number of occupied structures
- Current conditions of structures
- Description of known or potential project impediments including VAP program eligibility
- Information on property boundaries
- Identify if property boundaries are governed by a regulatory program other than VAP
- Description of demolition and/or cleanup activities proposed
- Project readiness including start and end date and project timeline
- Description of the redevelopment activities planned
- Specify which applicable remediation program(s) the project intends to comply with/achieve
- Property acreage
- Number of anticipated new jobs
- Number of anticipated jobs retained
- Total project costs
- Total requested amount
- Project budget and match budget including sources. Project Assumption and Cost Estimate (PACE)
- Documentation (as applicable)
  - Supporting resolution, ordinance, or letter of support
  - Survey or plat map
  - Access or purchase agreement
  - Clean hands affidavit
  - Environmental assessment reports
  - Project match documentation
  - Remediation plans
  - Other

## Grant Agreement

To the extent the awarded applicant is found to be non-compliant with the terms and conditions of the executed agreement, Development may exercise any and all remedial actions available to it, including reallocating project funds to other eligible applicants.



## Reimbursement Requests

Upon execution of a grant agreement, Development will provide access to a disbursement request portal. An Ohio Supplier ID is required for disbursement. If the eligible applicant does not currently have an Ohio Supplier ID, the entity will be required to register for an Ohio Supplier ID at [OhioPays.ohio.gov](https://ohiopays.ohio.gov). Lead Entities will only be able to receive an award once a valid Ohio Supplier ID matching the FEIN/SSN provided in the application has been obtained and is verified by Development. Lead Entities that need assistance obtaining an Ohio Supplier ID or need to make changes to an existing Ohio Supplier ID should visit [OhioPays.ohio.gov](https://ohiopays.ohio.gov).

Lead Entities may submit one reimbursement request per month through the *Reimbursement Request Tool* for the Brownfield Remediation Program grant. In no event shall a request for payment be submitted to obtain funds for activities until the applicable grant conditions, if any, have been satisfied, the satisfaction of which is determined within the sole discretion of Development. Failure to comply with this provision and the procedures as outlined in the reimbursement manual, the grant agreement, or all applicable laws, may result in delayed payments or the suspension of the applicable award. Such an action will be rescinded upon satisfactory proof that the conditions and procedures are satisfied. Supporting documentation must be provided to receive a reimbursement of funds. Supporting documentation may include contracts, invoices, proof of proper disposal of waste and asbestos containing materials, timesheets, etc. Development may request additional documentation in support of the reasonable and necessary costs.

If the entity is requesting funds for costs not yet paid, a rationale must be provided for the upfront payment. Documentation demonstrating the amount of the requested costs (i.e., signed contract) must be provided before Development will determine if those costs can be reimbursed. Approval of upfront payments may be limited to 20% of the total grant amount.

Please ensure all submitted invoices are dated.

## Reporting

If awarded, grantees must submit quarterly progress reports and a final performance report.

Quarterly report due dates:

Quarter 1 is due April 21

Quarter 2 is due July 21

Quarter 3 is due Oct. 21

Quarter 4 is due Jan. 21 of the next calendar year

## Final Performance Report and Project Deliverables

If a project is awarded a grant, certain project deliverables are required before closeout. Documentation of these deliverables depends on the type of award and project scope; therefore, grantees may not be required to provide everything listed below. Development may request additional documentation as is reasonable and necessary to demonstrate project completion. These deliverables should be included in the final report as applicable:

Assessment Grants:

- a) Asbestos Survey
- b) VAP Phase I/II
- c) BUSTR Tier I/II
- d) RCRA assessments

Cleanup/Remediation Grants:

- a) VAP No Further Action Letter (NFA)
- b) Covenant Not to Sue
- c) Other applicable standards documentation as approved by Development.
- d) Updated Phase II with confirmation sampling
- e) RCRA corrective action
- f) Asbestos Compliance Form

## Updates to Program Guidelines

Changes and/or corrections to any part of the program guidelines may be made at any time and will be provided by Development to the Lead Entities and/or posted on Development's website. Development reserves the right to make exceptions to these guidelines on a case-by-case basis for any reason.

## Indemnification

Unless otherwise exempted by law, any Lead Entity and subrecipient shall indemnify and hold harmless the State of Ohio and the Department of Development, including its agents, officers, and employees against any and all claims, liabilities, and costs for any personal injury or property damage, or other damages that may arise out of or in connection with the Lead Entity's or subrecipient's performance of a contract.

## Definitions

The term "brownfield" means an abandoned, idled, or under-used industrial, commercial, or institutional property where expansion or redevelopment is complicated by known or potential releases of hazardous substances or petroleum.

"Lead Entity" means the award recipient and the responsible party with whom the department of development executes a grant agreement for the grant funds.

"Remediation" means any action to contain, remove, or dispose of hazardous substances or petroleum at a brownfield. "Cleanup or remediation" includes the acquisition of a brownfield, demolition performed at a brownfield, and the installation or upgrade of the minimum amount of infrastructure that is necessary to make a brownfield operational for economic development activity.

"County land reutilization corporation" has the same meaning as in section 1724.01 of the Revised Code.



## *Brownfield Remediation Program Grant*

### Application Information

<b>Application Name:</b>	DEV--2023 - 205194
<b>Project Type:</b>	Brownfield Remediation Grant Cleanup/Remediation
<b>Created On:</b>	12/5/2023 11:18 AM
<b>Created By:</b>	Heather Wendel
<b>Online Application Status:</b>	Application Submitted

### Applicant Organization

<b>Federal Tax ID:</b>	45-3258410
<b>OAKS ID:</b>	
<b>Applicant Name:</b>	Montgomery County Land Bank
<b>Applicant Address:</b>	4000 Hydraulic Road, West Carrollton, OH, 45549

### Project Contact Information

Position/Role	Primary Contact	First Name	Last Name	Phone Number	Email
Mayor/Village Administrator					
Application Preparer	✓	Heather	Wendel	(937) 425-0342	hwendel@mclandbank.com
Authorized Official					
Certified Professional					



## Project Information

**Project Name:**

West Carrollton Former Industrial Wastewater Treatment Plant

**Former Project Name:**

None

**If property owner is not applicant, name of property owner:**

City of West Carrollton

**Project Location (list city/village):****Select County(ies) served:**

Montgomery

**If more than one county, indicate primary county:**

Montgomery

**Does the applicant have access to the property?**

Yes

**Describe current ownership and access:**

A signed Right of Entry Agreement provides Montgomery County Landbank with full access to the property. An easement is in place to allow for the use of pumping equipment within Identified Area #1 of the property.

**Does the community where the project is located meet any of the economically disadvantaged criteria below? If so, check all that apply.**

Is the community unemployment rate greater than the current State Unemployment Rate.

Median Household Income for the area served is less than the state-wide average Median Household Income.

## Project History

### Provide a brief history of the project property including previous ownership and uses

The Property was used from the 1960s to approximately 2013 to process large volumes of wastewater generated by a nearby paper mill. The historical wastewater was impacted by polychlorinated biphenyls (PCBs), metals, and Volatile Organic Compounds (VOCs). The solids containing these compounds was filtered from the wastewater and buried on-site. Plant operations likely ceased in 2013 or 2014. The property was donated to the City of West Carrollton in 2015. A large-scale investigation of the Property was completed in 2022-2023. Chemical impacts to soil were identified over much of the Property.

### Existing Structures:

#### a. Number of vacant structures: (if none, enter "0")

7

#### b. Number of occupied (fully or partially) structures: (if none, enter "0")

0

#### c. Describe current conditions of existing structures: (if none, enter "N/A")

All facility structures are in a state of disrepair. Valuable metals including plumbing and electrical wiring have been removed from most indoor areas. There are no functional door locks. Roof leaks are evident within several of the buildings. Two buildings have flooded basements.

### If a property transfer is anticipated please identify the participating entities and status of those agreements (i.e. access and/or purchase agreement in place)

No property transfer anticipated

### Describe any known or potential project impediments (i.e. regulatory environmental issues, road access issues, rail issues, wetlands, floodplain, permitting)

None

## Project Activities

**Are the property boundaries the same in the Phase I, Phase II, and the grant application? If not, describe all discrepancies.**

No. The assessment reports identify the property as three separate areas; this application only covers Areas 1 and 2.

**Identify any areas of the property which are governed by a regulatory program other than VAP (i.e. TSCA, RCRA, Solid Waste or BUSTR). Upload maps and figures identifying the locations.**

None



## Projected Project Outcomes

**Describe the planned activities for the project including any acquisition, demolition, cleanup or infrastructure:**

**Include a description of the demolition and cleanup activities proposed for the project as well as any associated environmental benefits (i.e. soil removal will allow the end user to construct a new building, the new parking lot will also serve as an engineering control, an Urban Setting Designation will eliminate the need for any remedial actions relating to groundwater). Indicate if the program is VAP eligible (if applicable)**

The property is being divided into three areas for remediation, as listed below. • Area #1 (the eastern portion of the property fronting Hydraulic Road) - West Carrollton would like to utilize grant funds to complete the demolition of all Property structures (except the active lift-station). The demolished concrete materials will be placed within the active "Clean Hard Fill" landfill that is active in Area #2. Limited soil excavation and/or capping will be conducted to obtain VAP closure. Once a VAP Covenant Not to Sue is obtained, West Carrollton intends to develop the property with administrative, maintenance, and shower/locker buildings and a parking lot to support the installation of a neighboring recreational water feature along the Great Miami River. • Area #2 (the northern third of the property) - West Carrollton would like to utilize grant funds to conduct limited soil excavation and/or capping in order to obtain VAP closure. The City of West Carrollton has not yet decided on a specific usage for this portion of the property, however the property will be designated and zoned for recreational use. • Area #3 (the southern third of the property) – not included as part of this grant application e

**Project Readiness to proceed: Describe what, if any, factors or activities which must take place prior to project commencement. Include project timeline and milestones.**

Ready to proceed as soon as funding is approved.

**Project Start date:**

7/1/2024

**Project End date:**

6/30/2025

**Describe the redevelopment and activities planned for the property including any building construction and/or rehabilitation, infrastructure installation or improvements, new or improved access.**

The project will remediate the environmental contamination and demolish the abandoned clarifiers and maintenance buildings within Identified Areas #1 and #2 of the former Appvion wastewater treatment plant in order to redevelop the site for the operations center and visitor amenities buildings for the West Carrollton Whitewater Adventure Park on the Great Miami River in West Carrollton. The city took ownership of the site with an overall plan to remediate the brownfield site and redevelop this blighting influence to support the Whitewater Adventure Park development and remove the negative impact of the abandoned site on the community. The operations center will house the controls and recreation staff that will operate and maintain the Whitewater Adventure Park, and the amenities facility will provide showers, restrooms, kayak, board and bike storage lockers, etc. for residents and park visitors. The project will redevelop this blighting influence into a community asset that will support outdoor recreation activities for residents of West Carrollton and the Dayton Region. The project will support the overall development of a \$15 million whitewater adventure park that is the core amenity of a \$75 million mixed-use private sector development along the Miami River in West Carrollton. It will be a transformative development that will bring visitors to West Carrollton from not only the Dayton Region but from neighboring states. It will drive private development that will create over 300 new jobs in the community and provide significant new revenue to the local government. It will also create a central gathering place for the residents of West Carrollton for holidays and community celebrations. The project will directly benefit the 13,000 residents of West Carrollton by creating new jobs, increasing the tax base to provide city services adding new housing

and attracting new visitors to the city. The project will directly and indirectly benefit all of the 530,000 residents of Montgomery County through increased visitors, increased sales and lodging taxes and the promotion of the Miami River recreation corridor.

**Number of jobs anticipated to be created as a result of the project (if none, enter "0"):**

300

**Number of jobs anticipated to be retained as a result of the project (if none, enter "0"):**

0

## Costs

### Brownfield Remediation Grant Cleanup/Remediation Project Budget

Source	Name/ organization	Assessments	Environmental Issuance	Clearance	Acquisition	Demolition	Infrastructure	Cleanup Remediation	Administrative
State	Ohio Department of Development				\$0.00	\$1,081,037.00	\$200,000.00	\$445,050.00	\$172,600.00
Local	City of West Carrollton	\$0.00			\$0.00	\$450,263.00	\$200,000.00	\$0.00	\$0.00

Total Requested Amount: **\$1,898,687**

Total Project Match: **\$650,263**

Total Project Cost: **\$2,548,950**

Percentage of Match to the Total Project Cost: **25.51%**



## Required Documents

Required Documents			
Document Name:	Description	Date Uploaded:	Uploaded by:
Survey or Plat Map	Parcel Map and Areas Map	12/5/2023 11:38 AM	Heather Wendel
Supporting Resolution or Ordinance	support letter	12/5/2023 11:40 AM	Heather Wendel
Other		12/5/2023 11:43 AM	Heather Wendel
Access or Purchase Agreement	Right of Entry signed	12/5/2023 11:37 AM	Heather Wendel
Clean Hands Affidavit	Signed Clean Hands Affidavit	12/5/2023 11:39 AM	Heather Wendel
Project Match Documentation	Match letter	12/5/2023 11:40 AM	Heather Wendel
Project Budget Justification (Include sources, can use Project Assumption and Cost Estimate (PACE))	PACE	12/5/2023 11:40 AM	Heather Wendel
Environmental Assessment Reports (i.e. Phase I and Phase II Environmental Site Assessment, Asbestos Survey)	Phase II	12/5/2023 11:42 AM	Heather Wendel
Remediation Plans	Remediation plans	12/5/2023 11:49 AM	Heather Wendel

## Submit

I understand that by signing this application, I grant the Ohio Department of Development or its authorized agents access to any records needed for verification and evaluation of the information provided in this application. I understand that filling out this application does not guarantee that I will receive assistance.

I certify that the information I have provided in this application is, to the best of my knowledge, a true, accurate and complete disclosure of the requested information. I understand that I may be held civilly and criminally liable under Federal and State law for knowingly making false or fraudulent statements.

**Typed Name:** Heather Wendel      **Title:** Program Manager      **Date:** 12/5/2023