

Whittier Peninsula Grange-Audubon Nature Center
Director's Final Findings and Orders / Covenant Not to Sue

Exhibit 5
Operation and Maintenance Agreement
and
Operation and Maintenance Plan

OPERATION AND MAINTENANCE AGREEMENT

Between Ohio Environmental Protection Agency and the City of Columbus Regarding the Whittier Audubon Property, Franklin County, Ohio

This Operation and Maintenance Agreement (Agreement) is entered into by the Director of the Ohio Environmental Protection Agency (Director) and the City of Columbus, pursuant to Ohio Revised Code (ORC) Chapter 3746 and Ohio Administrative Code (OAC) Chapter 3745-300. In consideration of the mutual covenants and subject to the terms and conditions of this Agreement, the parties agree as follows:

1. **The NFA Letter.** A no further action letter (NFA) No. 07NFA278 under the Voluntary Action Program (VAP) was submitted to the Director on behalf of the City of Columbus on November 14, 2007 by Mr. Thomas J. Mignery, a certified professional (Certified Professional No. 125), for approximately 26.611 acres of real property owned by the City of Columbus and located on Whittier Street in Columbus, Franklin County, Ohio (the Property). The legal description of the Property is attached hereto as Exhibit 1, and is incorporated by reference herein. The NFA Letter includes an Operation and Maintenance Plan (O&M Plan) for the Property.
2. **Addendum to the NFA Letter.** On May 22, 2008 an addendum to the NFA Letter was submitted to the Director by Mr. Thomas J. Mignery in response to comments from Ohio EPA. The addendum includes the revised O&M Plan dated May 2008 that wholly replaces the O&M Plan submitted with the initial NFA Letter. For the purposes of this Agreement, the term "NFA Letter" means the NFA Letter submitted on November 14, 2007 and the addendum submitted on May 22, 2008. The term "O&M Plan" refers to the O&M Plan revised May 2008 attached as Exhibit 2.
3. **Requirement for an Operation and Maintenance Agreement.** This Agreement is required for the Property pursuant to ORC 3746.10(C)(2) or 3746.12(A)(2) and OAC 3745-300-15(A)(3) and 3745-300-15(F)(4).
4. **Remedy for the Property.** The remedy for the Property includes:
 - a. **Interim Measures.** Interim measures for the Property, as provided in the O&M Plan, which include:
 - i. Clean soil will be added following the abatement of asbestos and demolition of the buildings located at 420, 440, and 460 Whittier Street in compliance with applicable federal and state laws. A minimum of 2 to 5 feet of clean soil will be placed on the impacted areas defined in the O&M Plan to achieve the recreational land use standards.
 - ii. Fencing and signage will be maintained to enclose all impacted soil and will be secured as necessary to limit access except during times of active remediation.

8. **Recording of Agreement.** The City of Columbus shall record this Agreement as required by the Covenant and as required by ORC 3746.14.
9. **Effect of Violation of this Agreement.** Failure to comply with this Agreement or the O&M Plan, may constitute the failure to maintain an applicable standard in accordance with ORC 3746.12(B) and OAC Chapter 3745-300, and may be subject to the process outlined in the Compliance Schedule Section of this Agreement. Noncompliance with an institutional control for the Property voids the Covenant, as provided in ORC 3746.05.
10. **Financial Assurance.** The City of Columbus agrees to ensure that reasonable and adequate funds in the amount of \$1,050,000 are available to comply with this Agreement and the O&M Plan, having been appropriated by Columbus City Council ordinance 1867-2007 to fund a reimbursement agreement with Franklin County Metropolitan Park District for the remediation of this site. A summary of the approved ordinance is attached as Exhibit 3. A complete copy of the ordinance is available as a public record by contacting the City of Columbus or Ohio EPA. Examples of other acceptable forms of financial assurance include a subsequent, similar appropriation approved by ordinance of Columbus City Council, a trust fund, a surety bond guaranteeing payment into a trust fund, a surety bond guaranteeing performance of this Agreement and the O&M Plan, a letter of credit, an insurance policy, a financial test and corporate guarantee, an escrow account or such other financial assurance as approved by Ohio EPA. In the event the financial assurance provided herein is inadequate to comply with the terms of this Agreement, the Director may propose a modification of this paragraph pursuant to the Modification Section of this Agreement.
11. **Notice to Prospective Property Transferees.** At least 30 days prior to the execution of any sales contract or other document transferring ownership of the Property or any portion of the Property, the City of Columbus agrees to provide written notice to the prospective Property transferee that the Property, or such portion of the Property, is subject to the Covenant, this Agreement, and the O&M Plan.
12. **Notice to the Director of Transfer of Property.** Within 14 days after a sale or other transfer of the Property, or any portion of the Property, the City of Columbus shall provide written notice to the Director that the Property, or such portion of the Property, has been sold or otherwise transferred. This notice submitted to the Director shall include:

- a. The name, address, and telephone number of the new Property owner and the name, address, and telephone number of the contact person for the new Property owner;
- b. A legal description of the Property or such portion of the Property being transferred; and
- c. The closing date of the transfer of ownership of the Property or such portion of the Property.

13. **Option to Transfer this Agreement/Notice to Director.** Pursuant to ORC 3746.14(C), the City of Columbus may transfer this Agreement to any other person (the Transferee) by assignment or in conjunction with the acquisition of title to the Property. Within 14 days after such transfer, the City of Columbus shall provide written notice to the Director of the terms and conditions of the transfer of obligations of this Agreement and the O&M Plan (Transfer Terms and Conditions), by submitting:

- a. The name, address, and telephone number of the Transferee and the name, address, and telephone number of the contact person for the Transferee;
- b. A statement of the extent to which the Transferee has assumed the obligations of this Agreement and the O&M Plan;
- c. A copy of the legal instrument(s) that provide the Transfer Terms and Conditions; and
- d. A copy of the Transferees fully executed and funded proposed financial assurance that complies with the Financial Assurance Section. The Transferor's financial assurance shall remain effective until the Transferee's financial assurance is fully executed and funded.

Upon the Directors receipt of such notice of the Transfer Terms and Conditions in accordance with this section of the Agreement, the Transferee shall be considered a party to this Agreement in accordance with the Transfer Terms and Conditions.

14. **Subparceling.** Upon written notice submitted by the City of Columbus to the Director, that one or more parcels of the Property have been divided or subparceled, this Agreement shall apply separately to each subdivided parcel upon the date of subdivision or the date of the submission of written notice,

upon the date of subdivision or the date of the submission of written notice, whichever occurs later. The City of Columbus shall provide such written notice by submitting:

- a. The legal description of the subdivided parcels;
- b. A survey map or maps of the subdivided parcels;
- c. The date of the subdivision;
- d. A copy of the legal instrument(s) providing for the subdivision; and
- e. The names of the new owner, if any, of the subdivided parcels.

Upon the written notice submitted pursuant to this Section, this Agreement shall be deemed to be amended, without modification of this Agreement, to identify the subdivided parcels of the Property. The Covenant shall remain in effect for any subdivided portion of the Property that continues to comply with the requirements of this Agreement and the applicable standards that form the basis of the Covenant. Any revocation of the Covenant for any parcel shall not be based solely on a finding that any other subdivided parcel of the Property no longer complies with the applicable standards or the requirements of this Agreement.

15. **Document Submittals/Notifications to Parties.** All documents, including but not limited to notices and reports, required to be submitted by the City of Columbus pursuant to this Agreement shall be identified by NFA Number 07NFA278 and addressed to:

Ohio Environmental Protection Agency
50 West Town Street
P.O. Box 1049
Columbus, OH 43216-1049
Attn: Manager, Voluntary Action Program

and

Ohio Environmental Protection Agency
Central District Office
Division of Emergency and Remedial Response
50 West Town Street
P.O. Box 1049

Columbus, OH 43216-1049
Attn: VAP Project Coordinator

All documents, including any notice required to be submitted by Ohio EPA pursuant to this Agreement, shall be delivered to the City of Columbus. Notice to the City of Columbus shall be addressed to:

City of Columbus Department of Recreation and Parks
1111 East Broad Street
Columbus, Ohio 43205
Attn: Mr. Alan McKnight, Director

Either party may designate an alternative contact name or mailing address upon written notification to the other party.

- 16. Modification of this Agreement or the O&M Plan.** The City of Columbus shall submit to the Director for review and approval each proposed modification of this Agreement or the O&M Plan, except for a minor modification, as defined below, or a modification proposed by the Director. This Agreement or the O&M Plan may be modified by agreement of the appropriate parties. Modifications shall be in writing, signed by the authorized representative of the City of Columbus and by the Director, and shall be effective on the date signed by the Director of Ohio EPA. If a modification is proposed that would result in the application of an applicable standard, land use, or a remedy different than that contained in the NFA Letter approved by the Covenant, Ohio EPA reserves the right to require the submittal of a new NFA Letter for the proposed modification.

For purposes of this Agreement, "modification" means any substantive or material change to a term or condition of this Agreement or the O&M Plan, such as a proposal to revise, replace, or terminate an engineering control, or to revise the Financial Assurance Section of this Agreement.

For purposes of this Agreement, a "minor modification" means a non-substantive or non-material, administrative change to a term or condition of this Agreement or the O&M Plan, such as the transfer of this Agreement and the O&M Plan in accordance with the Option to Transfer Section of this Agreement, or a change of a named contact person or an address contained in this Agreement or the O&M Plan. Within 14 days after implementation of a minor modification to this Agreement or the O&M Plan, the City of Columbus agrees to provide Ohio EPA written notice of the minor modification.

- 17. Compliance Schedule Agreement.** Within 30 days after the mailing of notice from the Director of the finding that the Property or a portion of the Property no longer complies with the applicable standards upon which the issuance of the Covenant was based, the City of Columbus shall notify the Director of its intention to return the Property or such portion of the Property to compliance with the applicable standards upon which the Covenant was based (cure) and enter into a compliance schedule agreement with the Director for such cure, in accordance with ORC 3746.12(B).
- 18. Compliance with Other Laws.** The parties shall conduct all activities pursuant to this Agreement and the O&M Plan in compliance with all local, state, and federal laws and regulations, including but not limited to requirements to obtain permits or authorizations. The City of Columbus acknowledges that Ohio EPA's review and approval of any health and safety measures or the risk mitigation plan contained in the O&M Plan is limited to ensuring compliance with the requirements of ORC Chapter 3746 and OAC Chapter 3745-300 and does not extend to determining compliance with the Occupational Safety and Health Act, 29 U.S.C. 651 et seq., the regulations adopted under that act, or any obligation imposed by the Occupational Safety and Health Administration.
- 19. Inspections by Ohio EPA.** The City of Columbus shall allow the Director or his authorized representative to perform inspections to determine compliance with this Agreement. Such inspections shall be consistent with ORC Chapter 3746 and OAC Chapter 3745-300, including but not limited to the reasonableness of inspection timing and frequency in accordance with ORC 3746.21.
- 20. Program Costs for Monitoring Compliance with this Agreement.** The City of Columbus agrees to reimburse Ohio EPA for the actual direct and indirect costs incurred by the Ohio EPA in monitoring compliance with this Agreement pursuant to ORC 3746.04(B)(8) and OAC 3745-300-03(F). Payments made under this section are subject to the approval of such costs by ordinance of Columbus City Council.

 - a. Ohio EPA will periodically (i.e., semi-annually to annually) submit to the City of Columbus an itemized statement of its monitoring costs for the previous year(s). Monitoring costs include, but are not limited to, costs for reviewing submissions or reports required by this Agreement, conducting Property inspections, and corresponding with the Volunteer or its representative.
 - b. Within 60 days of receipt of such itemized statement, the City of Columbus shall remit payment for all of Ohio EPA's monitoring costs for

the previous year(s). If the City of Columbus disputes the accuracy of items on the itemized statement, a request for review of the statement may be made within 30 days of receipt of the statement. After review, Ohio EPA will resubmit to the City of Columbus an itemized statement with appropriate revisions to the City of Columbus. The City of Columbus shall remit payment within 14 days of receipt of the resubmitted statement.

c. The City of Columbus shall remit payments to Ohio EPA pursuant to this Section of the Agreement as follows:

- i. Payment shall be made by an official (or certified) check made payable to "Treasurer, State of Ohio." The official check shall be submitted to Ohio EPA, Office of Fiscal Administration, P.O. Box 1049, 50 West Town Street, Columbus, Ohio 43216-1049.
- ii. A copy of the transmittal letter and check shall be sent to the Fiscal Officer, DERR, Ohio EPA, P.O. Box 1049, 50 West Town Street, Columbus, Ohio 43216-1049.
- iii. A copy of the transmittal letter and check shall be sent to the Program Manager of the Voluntary Action Program, DERR, Ohio EPA, P.O. Box 1049, 50 West Town Street, Columbus, Ohio 43216-1049.

21. Termination. This Agreement shall terminate upon (a) revocation or voidance of the Covenant, (b) termination of the O&M plan in accordance with section 9.0 of the O&M plan, (c) demonstration that implementation of the O&M Plan or Agreement is no longer necessary for the property to remain in compliance with applicable standards in accordance with OAC 3745-300-15(E), or (d) otherwise upon the written approval of the Director of the Ohio EPA.

22. Waiver. The parties agree that the terms and conditions of this Agreement are lawful and reasonable and agree to comply with this Agreement. The City of Columbus hereby waives its right to appeal the terms and conditions of this Agreement, and hereby waives any and all rights it might have to seek judicial or administrative review of this Agreement either in law or equity. The City of Columbus reserves its right to participate in any appeal by a third party to the Environmental Review Appeals Commission or to any court.

23. Entire Agreement. The terms and conditions of this Agreement, including the

O&M Plan, constitute the entire agreement of the parties. No oral or written representation shall be binding unless approved as a modification pursuant to the Modification Section of this Agreement. The terms and conditions of this Agreement shall be interpreted consistent with ORC Chapter 3746 and OAC Chapter 3745-300.

24. **Authorized Signatories.** Each undersigned representative of a signatory to this Agreement represents that he or she is fully authorized to execute this Agreement and to legally bind such signatory to this Agreement.
25. **Effective Date.** Upon execution of this Agreement by both parties, this Agreement shall be a valid and binding obligation enforceable in accordance with its terms and conditions and effective upon the date of the Director's signature.

In witness whereof, the parties hereto have executed this Agreement.

THE CITY OF COLUMBUS:

By: Alan D. McKnight Date: June 11, 2008

Printed Name: ALAN D. MCKNIGHT

Title: DIRECTOR COLUMBUS RECREATION & PARKS

APPROVED AS TO FORM

IN FORM

Richard C. Pfeiffer, Jr.

Notary, Jr.

OHIO ENVIRONMENTAL PROTECTION AGENCY:

By: Chris Korleski Date: 6/19/08
Chris Korleski
Director of Ohio EPA

EXHIBIT 1
PROPERTY LEGAL DESCRIPTION

DESCRIPTION OF 26.611 ACRES
WHITTIER PENINSULA - CITY OF COLUMBUS PROPERTY

Situated in the State of Ohio, County of Franklin, City of Columbus, being a tract of land located on the Whittier Peninsula, both sides of Whittier Street, centered approximately 2800 feet west of the intersection of Front Street, and being more particularly described as follows:

Beginning at a point on the east bank of the Scioto River (State Plane Coordinates {SPC} of which are N 709550.335, E 1824888.464) located South 74°58'19" West, a distance of 218.57 feet from that concrete Project Control Monument No. 3 (SPC of N 709606.955, E 1825099.616);

Thence South 84°44'19" East, passing a PK Nail set in an asphalt bike trail at 65.00 feet (SPD N 709544.374, E 1824953.190), then crossing Whittier Street, a total distance of 485.95 feet to an iron pin set (SPC N 709505.773, E 1825372.369);

Thence South 69°11'39" East, a distance of 295.44 feet to an iron pin set (SPC N 709400.833, E 1825648.542) approximately one foot south of a steel fence post;

Thence continuing one foot south of and parallel to an existing chain link fence the following courses:

1. South 73°52'51" East, a distance of 250.05 feet to an iron pin set (SPC N 709331.410, E 1825888.762) at an angle point;
2. North 87°19'30" East, a distance of 222.01 feet to an iron pin set (SPC N 709341.772, E 1826110.531) at an angle point;
3. North 81°18'40" East, a distance of 291.64 feet to an iron pin set (SPC N 709385.829, E 1826398.824);

Thence South 48°12'49" East, a distance of 25.46 feet to an iron pin set (SPC N 709368.866, E 1826417.805) approximately one foot west of an existing chain link fence which surrounds the current City of Columbus automobile impounding lot;

Thence continuing one foot west of and parallel to said chain link fence the following courses:

1. South 02°15'41" West, a distance of 309.42 feet to an iron pin set (SPC N 709059.683, E 1826405.595) at an angle point;
2. South 55°44'25" East, a distance of 202.82 feet to an iron pin set (SPC N 708945.506, E 1826573.224) at an angle point;
3. South 02°03'19" West, leaving said fence and crossing Whittier Street, passing an iron pin set (SPC N 708665.686, E 1826563.182) at 280.00 feet, said iron pin being located South 68°31'45" East, a distance of 518.49 feet from that Project Control Monument No. 4 (SPC N 708855.470, E 1826080.667), a total distance of 422.64 feet to a point near the bank of the Scioto River (SPC N 708523.138, E 1826558.067);

Thence up the bank of the Scioto River the following courses:

1. North 65°22'53" West, a distance of 987.64 feet to a point (SPC N 708934.565, E 1825660.197);
2. North 51°24'48" West, a distance of 226.73 feet to a point (SPC N 709075.976, E 1825482.969);

Thence along the perimeter of a projection into said River the following courses:

1. North 74°49'03" West, a distance of 59.32 feet to a point (SPC N 709091.512, E 1825425.719);
2. South 43°19'47" West, a distance of 98.88 feet to a point (SPC N 709019.587, E 1825357.870);
3. South 07°19'53" West, a distance of 140.97 feet to a point (SPC N 708879.769, E 1825339.881);

DESCRIPTION OF 26.611 ACRES

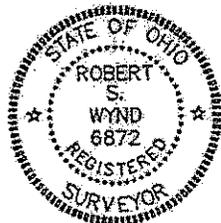
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4. North 85°00'43" East, a distance of 153.15 feet to a point (SPC N 708893.085, E 1825492.450);
5. South 22°00'22" East, a distance of 37.34 feet to a point (SPC N 708858.461, E 1825506.443);
6. South 51°01'48" West, a distance of 53.99 feet to a point (SPC N 708824.507, E 1825464.468);
7. South 01°44'08" West, a distance of 70.61 feet to a point (SPC N 708753.925, E 1825462.329);
8. South 45°14'03" East, a distance of 321.46 feet to a point (SPC N 708527.549, E 1825690.563);
9. South 62°47'04" East, a distance of 655.02 feet to a point (SPC N 708227.983, E 1826273.064);
10. South 07°58'30" East, a distance of 85.94 feet to a point (SPC N 708142.878, E 1826284.987);
11. South 79°16'18" East, a distance of 466.32 feet to a point (SPC N 708056.072, E 1826743.154);
12. North 65°34'05" East, a distance of 41.15 feet to a point (SPC N 708073.093, E 1826780.622);
13. South 87°36'08" East, a distance of 60.50 feet to a point (SPC N 708070.562, E 1826841.069);
14. South 35°51'23" East, a distance of 65.52 feet to a point (SPC N 708017.456, E 1826879.450);
15. South 53°55'24" West, a distance of 29.22 feet to a point (SPC N 708000.247, E 1826855.831);
16. South 83°59'57" West, a distance of 423.08 feet to a point (SPC N 707956.017, E 1826435.067);
17. North 79°17'41" West, a distance of 142.19 feet to a point (SPC N 707982.413, E 1826295.442);
18. North 66°12'23" West, a distance of 273.45 feet to a point (SPC N 708092.734, E 1826045.236);
19. North 51°03'51" West, a distance of 1038.91 feet to a point (SPC N 708745.639, E 1825237.118);
20. North 28°12'27" West, a distance of 486.91 feet to a point (SPC N 709174.727, E 1825006.971);
21. North 17°30'39" West, a distance of 393.86 feet to the place of beginning and containing 26.611 acres of land.

Bearings herein are based on the NAD 83 Ohio State Plane Coordinate System, South Zone, utilizing monuments COC 13-83 and COC 18-83.

Iron pins set consist of a 1" (O.D.) pipe, 30" long with a plastic cap inscribed "M-E COMPANIES/S-6872".

This description was prepared by M-E Companies, Inc., Civil Engineering Group, based on information obtained from an actual field survey performed in January 2007.



M-E Companies, Inc.
Civil Engineering Group

By Robert S. Wynd 1/21/08
Robert S. Wynd
Registered Surveyor No. 6872

EXHIBIT 2
O&M PLAN

OPERATION & MAINTENANCE PLAN
INTERIM MEASURES, FILL PLACEMENT, AND VAP STANDARDS DEMONSTRATION

GRANGE AUDUBON NATURE CENTER PROPERTY
420-460 WHITTIER STREET
COLUMBUS, FRANKLIN COUNTY, OHIO

PREPARED FOR

CITY OF COLUMBUS

NOVEMBER 2007

REVISED MAY 2008

BURGESS & NIPLE, INC.
Engineers and Architects
5085 Reed Road
Columbus, Ohio 43220

1.0 INTRODUCTION

Burgess & Niple, Inc. (B&N) prepared this Operation & Maintenance (O&M) Plan to meet the requirements for issuing a No Further Action (NFA) Letter for the Grange Audubon Nature Center Property (Property). The NFA Letter is necessary to request and obtain a Covenant-Not-to-Sue (CNS) from the State of Ohio. The work was conducted under Ohio Environmental Protection Agency's (EPA's) Voluntary Action Program (VAP), as codified in Ohio Revised Code (ORC) Chapter 3746 and Ohio Administrative Code (OAC) Chapter 3745-300.

1.1 Property Identification

The 26.611-acre property is situated in a former industrial and commercial approximate 160-acre corridor known as the Whittier Peninsula in Columbus, Franklin County, Ohio. A map, showing the Property boundaries, the land use of the adjoining properties, roads, structures, and appurtenances, is included as Figure 1.

1.2 Property History

A review of historical information on the Property was conducted to identify past land use that may have contributed to environmental concerns. To determine the historical use of the Property, city directories, publications, historic plot plans, Sanborn Fire Insurance Maps, aerial photographs, and information compiled by Dodson-Stilson, Inc.'s (Dodson-Stilson's) Limited VAP Phase I Report and B&N's Phase I and II Property Assessments were reviewed.

The following discusses information regarding the development of the following parcels.

1.2.1 Recreation and Parks Buildings

The Recreation and Parks buildings (420 to 460 West Whittier Street) are located on the east side of Whittier Street in the central portion of the Property. This portion of the Property is not identified on the Sanborn Maps. The aerial photographs of these parcels depict a former gravel pit lake and the southern portions of the Universal Concrete operation on the Property. Judging from the aerial photos, the lake appears to have been gradually filled from sometime after 1938 to approximately 1957. This portion of the Property was reported to be the location of the City refuse dump as well. Portions of the Southern Tier of Whittier Peninsula were previously used for disposal of solid waste, which ceased operations in

approximately 1936. Review of aerial photographs indicates that fill placement, such as concrete, from operations on the former Universal Concrete property may have continued until the 1960s. The first apparent building development is viewed on the 1964 aerial photograph. This development appears to be in the same location as the present day 440 West Whittier Street building (Parks Maintenance). By 1980, development of this portion of the Property is depicted by 420 and 440 West Whittier Street buildings. The 1989 aerial shows an expansion along the southeast wall of the 440 West Whittier Street building. The 2000 aerial depicts the Property in the same general configuration and stage of development as was observed during the B&N Phase I site investigation. The 2000 aerial depicts the greenhouse structures to the southeast of 420 West Whittier Street that are not shown on previous photographs. In addition, the rear portion of the 440 West Whittier Street building appears to have been removed sometime between 1989 and 2000. This was reported to be due to subsidence issues related to the historic landfill on site.

The Recreation and Parks buildings consisted of three brick/cement block buildings that housed office space and light maintenance of equipment, as well as short-term storage of cleaning supplies, solvents, and paints. Possible asbestos-containing materials (ACMs) were observed in the 420 and 440 West Whittier Street buildings. The area to the west of the three buildings is presently used for equipment storage.

Areas of stained soil, as well as empty drums labeled "antifreeze" and "hydraulic oil" were observed stored behind the 440 and 460 West Whittier Street buildings. Three empty aboveground storage tanks (ASTs) were observed to be stored in the northeast corner of the site.

1.2.2 Bike Path

The bike/walking path is located along the Scioto River, west of Whittier Street, and is currently occupied by dense shrubbery and mature tree growth. This area of the Property also extends along the Property interface with the Scioto River to the north where it terminates at an intersection with Interstate 70 (I-70). The only development historically documented for this portion of the Property is in conjunction with the sand and gravel quarry associated with Universal Concrete. The 1938 aerial photograph depicts a portion of land extending into the Scioto River that is interspersed with primitive roads or trails. This area appears to have been related to the historic quarry lake located east of Whittier Street. The removal of the soil in order to presumably fill the lake is what appears to have actually created the apparent isthmus on the Property. The isthmus portion appears to undergo frequent flooding events as evidenced in aerial photographs from 1950 to 1989, contained in the Phase I document (B&N, June 2005).

Bike path development appears to have been initiated sometime between 1972 and 1980. This portion has been allowed to regenerate vegetation a major development associated with clearing and quarrying activities ceased around 1950 to 1957.

1.2.3 Summary of Historical Land Use on the Whittier Peninsula

The Whittier Peninsula, the area containing the Property and surrounding areas, has historically been used for a number of industrial facilities and processing plants, as well as being owned, in part, by railroad companies. Specific land uses have included, or currently include, a railroad transportation corridor, concrete manufacturing, reported use as a landfill, parks and recreation department office space and light equipment repair, and a police impound lot. Currently land use is associated with office space, light equipment repair, equipment storage, warehousing, vegetative greenhouse operation, and vacant land. The intended future use of the Property is an urban Metro Park and nature preserve and the proposed Grange Audubon Nature Center.

1.3 Property Restrictions and Standards

There will be an environmental covenant recorded for the Property, which establishes the VAP activity and use limitations as institutional controls for the Property. Upon execution of the final phase of remedy for which this Plan was prepared, the Property will meet a modified form of the VAP residential land use category, as a "recreational" land use standard (minimum 2 foot depth), as well as less restrictive VAP standards to allow for commercial and industrial uses. An interim measure for the Property relies on fill placement for the Property following an aggressive demolition schedule, before the recreational land use is achieved and Grange Audubon Nature Center is in use. The proposed point of compliance will be two feet below the finished ground surface elevation. A final elevation survey will be submitted to Ohio EPA.

The shallow ground water does not meet potable use standards for various contaminants; therefore, the environmental covenant will prohibit the extraction of ground water. In contrast, the deep ground water in the bedrock aquifer underlying the property meets unrestricted potable use standards and will be protected to maintain the standards during subsurface construction through the measures implemented under this O&M Plan.

2.0 PURPOSE OF THE O&M PLAN

The purpose of this O&M Plan is to create a procedure for implementing and maintaining a short-term interim measure to prevent exposure to polynuclear aromatic hydrocarbons (PAHs) and several metals (arsenic and lead) present in soil, which existed and continues to exist in soil on-Property from the time the NFA Letter was issued and to provide protection to the underlying bedrock aquifer during installation of deep building foundations and geothermal wells to be constructed as part of the Grange-Audubon Nature Center.

The interim measure includes a 4-foot tall chain link fence, which will be installed by the Volunteer to restrict access to the soils until placement of clean fill soils that achieve the applicable standards for soil based on the anticipated recreational land use. Posted on all four sides of the fence will be "No Trespassing" signs. The fence and signage will be maintained until the Volunteer completes the demolition and fill placement and the area is verified to meet the applicable standards. An existing parking lot and intact vegetative cover along the southwestern portion of the Property near the greenhouses will serve as an interim measure until the placement of the minimum 2-foot cover and/or the parking lot or vegetative cover is disturbed for construction activities. The fence and signage and the other interim measures described in this O&M Plan protect against human exposure to any soil contamination until the final cleanup supports a recreational land use.

The O&M Plan also implements measures during installation of the deep building foundations and geothermal wells to be constructed as part of the Grange-Audubon Nature Center. The measures are to protect the ground water in the underlying bedrock aquifer from exceeding any potable use standards.

3.0 SUMMARY OF THE PROPERTY ASSESSMENTS

The Phase I Environmental Property Assessment was performed by B&N in accordance with OAC Rule §3745-300-06. The Phase I Update in the B&N Phase II defined seven identified areas on the Property. The Phase II Property Assessment was conducted to assess the seven identified areas, to determine if the Property meets the VAP applicable standards, described in OAC Rule §3745-300-07 (comparison to background levels), -08 (generic numerical standards), and -09 (human health risk assessment). The Phase II report documents the activities conducted at the Property. The presence of chemicals of concern (COCs) in excess of unrestricted residential standards at various areas necessitated remedial action.

3.1 Property Soil

Soil samples collected during the Phase II Property Assessment indicate exceedances of VAP applicable standards in several areas of the Property. COCs exceedances include arsenic, lead, benzo(a)pyrene, and dibenzo(a,h)anthracene. The location of the areas that do not meet the applicable standards are somewhat random and therefore, require a more conservative mitigation program to ensure compliance for the proposed recreational land use, which includes a child and adult exposure pathway in a modification of the VAP unrestricted residential land use category.

At the time, and before the NFA letter was prepared, all COCs in soil do not meet applicable cleanup standards for the recreational land use, except for those soils along the western edge of Whittier Street at the Property. This Plan sets forth the interim measure that will be implemented to restrict access to the soils east of Whittier Street until the soil can be covered with a minimum of 2 feet of clean soil fill. It should be noted that eastern portions of IAs 4 and 7 currently meet VAP applicable standards and will not require placement of 2 or more feet of clean fill for the purpose of meeting the standards. The 2-foot clean fill cover in the southwestern portion of the Property will be completed once the greenhouses are no longer in use and are demolished (no later than 3 years from the date of this document). Figure 2 displays the area to be covered within 3 months of this dated document and the area that will be covered when the greenhouses are vacated and demolished. The placement of clean fill has been documented by the samples of clean fill collected by Columbus & Franklin County Metro Parks for analysis to confirm the environmental media meets the recreational land use standards. At the conclusion of fill placement, all media at the Property will meet the modified residential or recreational land use standards within the Point of Compliance (POC) for soil.

Excavation or construction worker exposures to COC-impacted soil will be prevented through risk mitigation measures implemented under a separate risk mitigation plan.

3.2 Property Groundwater

Groundwater was determined to exceed Ohio EPA unrestricted potable use standards (UPUS) in the uppermost zone of saturation within the sand and gravel aquifer. Several samples collected from monitoring wells contained concentrations of barium, lead, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, indeno(1,2,3-cd)pyrene and naphthalene, that exceeded UPUS. The underlying Devonian limestone aquifer meets the protection of groundwater meeting unrestricted potable use standards (POGWMUPUS) based on a qualitative weight of evidence approach for the site conditions prior to building construction. This plan provides for remedial measures to protect the property's compliance with those standards during intrusive construction work (i.e., building footers and geothermal wells within the landfill areas.)

An institutional control prohibiting potable groundwater extraction and use (except for extraction for investigation, monitoring, remediation or excavation or construction purposes) is included in the Environmental Covenant. Excavation or construction worker exposures to COC-impacted ground water will be prevented through risk mitigation measures implemented under a separate risk mitigation plan. In addition, groundwater discharges into the Scioto River along the western edge of the Property; however, the Phase II Property Assessment demonstrates groundwater meets the surface water quality standards by use of surface water mixing zone calculations.

4.0 INTERIM MEASURES AND MONITORING; FILL PLACEMENT; VERIFICATION OF COMPLIANCE WITH APPLICABLE STANDARDS

The interim measures and monitoring outlined herein will restrict access to the on-Property soils until clean fill placement can be completed. Also, separate interim measures will be implemented during intrusive construction activities to prevent contamination of the underlying bedrock ground water meeting unrestricted potable use standards.

Monitoring by way of visual inspection will document that the interim measure for the surface activities (fence and no trespassing signage) remains in place and no Park users or vagrants occupy the Property. The interim measures and monitoring under this O&M Plan will occur until the Volunteer verifies the remediation is complete and the Certified Professional (CP) confirms the soils meet the applicable standards for the Property. Once the demonstration is approved by Ohio EPA, this O&M Plan may be terminated.

As previously stated, an interim measure includes the existing 4-foot tall metal chain-link type fence along the eastern edge and a proposed 4-foot tall construction fence between the bike path and Whittier Street, which will encircle the impacted soils. Gates will be padlocked allowing limited access, except during the times of active remediation of the impacted soils as some portions of the fence will need to be removed to allow for various site grading activities or clean fill placement. No trespassing signs will be posted on the fence on all sides. An existing parking lot and intact vegetative cover along the southwestern portion of the Property will serve as an interim measure until the placement of the minimum 2-foot cover and/or the parking lot or vegetative cover is disturbed for construction activities. The Volunteer, or designated representative, will inspect the interim measures weekly to maintain the integrity of the signage, fencing, vegetative cover, and the existing parking lot until the clean fill placement and grading to achieve the POC is complete.

The proposed mitigation method includes placement of clean fill on top of impacted soils across the Property. As stated before, the location of the areas that do not meet the applicable standards are somewhat random and therefore, require a more conservative mitigation program to ensure compliance for the proposed recreational land use, which includes a child and adult exposure pathway in a recreational or modified residential land use. As shown on Figure 2, a minimum of 2 feet of clean fill placement will be placed across the impacted soils on the eastern portion of Whittier Street. Portions of IAs and 4 and 7 currently meet VAP applicable standards and will not require placement of 2 feet of clean fill.

Asbestos abatement was performed prior to demolition within those buildings with documentation of ACM presence, which include 420 and 440 Whittier Street locations. This abatement activity was, and the remaining ACM abatements will be, performed under National Emission Standard for Hazardous Air Pollutants (NESHAP) and Ohio EPA law and rules. A 10-day notice of demolition and ACM removal was prepared and provided to Ohio EPA in accordance with those laws.

Based on the proposed development plans, the possibility exists that some impacted soil will be displaced onto other portions of the Property or onto an adjacent property. It is important to note that the adjacent property development is anticipated to be addressed under a future VAP clean up or NFA letter. All soil movement on or off-property will be performed in compliance with applicable laws (e.g., for contaminated soil management) and documented in the O&M Certification Report. In addition, an authorization pursuant to OAC-3745-27-13 was obtained for conducting activities on areas where waste may have been placed on or within 300 feet of the Property. These activities include general filling, grading, drilling, and excavation associated with potential Phase II ESA soil/groundwater sampling and construction of foundations with the proposed Audubon-Ohio facility. The OAC 3745-27-13 permit application was approved by the Ohio EPA on April 17, 2008.

In addition, in the area of the Grange Audubon Nature Center, 2 to 5 feet of clean fill will be placed in order to further protect the potential scenario of children playing in the soil for recreational use. Based on discussions with Audubon personnel, it is a reasonably anticipated exposure scenario of a child digging into the soil to a maximum of 1.0 feet below ground surface (bgs). Those areas have been defined and will be placed with 4 to 5 feet of clean fill. The anticipated time frame to complete this work for this activity is the second quarter of 2008. VAP-certified lab data has already been collected to support a demonstration that clean soil meets VAP recreational land use standards. This soil data will be provided with the O&M Report following completion of the interim measure. The proposed Grange Audubon Nature Center is shown on Figure 3. The volunteer will comply with all other laws applicable to the implementation of the property activities (including NPDES permits to discharge or install and OSHA requirements).

The no further action letter was submitted prior to the construction of the new building and the proposed support footers. To allow the no further action letter, including this O&M Plan to provide for a remedy that is protective of public health and the environment until the construction is complete, additional measures will be taken during the construction to maintain the property's compliance with the unrestricted potable-use standards that apply to the "clean" bedrock ground water underlying the property.

The building foundations will be either shallow spread-type building footers to a maximum depth of 4 feet or deep foundations piers installed to bedrock at a maximum depth of 80 feet. Construction of the proposed Audubon Center within the property will include the use of auger cast piles with grade beams and a structural floor slab for support of the building. All future buildings will require a separate 27-13 authorization. Where auger cast piles are to be used, a continuous-flight, hollow-stem auger that is rotated into the ground to the required pile depth will be used. Once the required depth is achieved high strength cement grout will be injected through the hollow stem auger as it is withdrawn. The grout pumping pressures will be established to offset all hydrostatic and lateral earth pressures, such that the entire bore hole and voids adjacent to it will be filled with grout.

For the Audubon Center, the auger cast piles are proposed to be approximately 16-inch in diameter and extended into the bedrock surface, or 3 feet into an identified layer of sandy lean clay that is located on top of the bedrock. If suitable bearing pressures cannot be obtained within this layer, then the piles will be extended to bedrock, which is approximately 70 to 75 feet below existing grade. All future buildings will require separate 27-13 authorization.

Any soils, or rock, removed from the hole will be collected and transported to an on-site storage area and eventually covered with a minimum of 2 feet of clean embankment obtained from off site. Should waste be encountered in the drilling and brought to the surface it will be collected within drums or a roll-off container, characterized, and transported to a properly licensed solid waste landfill for proper disposal or to designated on-site fill areas that will be covered with a minimum of 2-feet of clean fill.

Groundwater that may enter the drill hole during construction will typically be absorbed and carried to the surface with the auger cuttings or displaced back into the soil as the grout is injected at a pressure designed to overcome the hydrostatic pressures of the groundwater. Should it be required to remove groundwater during the installation of the piles, any evacuated groundwater will be discharged to drums or other storage tank, characterized, and transported to a properly permitted facility according to characterization data.

Soils containing waste materials generated from piling installation will be loaded directly into dump trucks and transported to either a staging area or to designated fill areas. All areas of relocated fill will be covered with a minimum of 2 feet of clean fill soil. Disposal of excavated fill material off-Property is identified in the 27-13 authorization and designated as fill disposal areas. The O&M obligation for this task will be in effect until notification has been provided that the deep building foundations were constructed per the details noted above and in the NFA addendum

The next interim measure applies to the installation of the proposed geothermal well field, which contains up to 30 wells. Although final details are not known at this time for the construction of the geothermal wells, remedial measures will be taken during the installation to maintain the protection of human health and the environment, specifically to prevent any vertical migration of contaminated ground water from the impacted shallow sand and gravel zone to the deep "clean" limestone aquifer. Shallow groundwater will be properly containerized and characterized prior to offsite disposal. Bedrock groundwater is not impacted and will be properly disposed and in compliance with applicable standards. Once details are known for the installation of the geothermal wells, the Volunteer will submit the plan for the remedial measures for Ohio EPA approval prior to installation activities to ensure that human health and the environment is protected.

The O&M obligation for this task remains in effect until after the construction details are submitted to and approved by Ohio EPA, and the wells are constructed and notification is provided that the wells were installed per the approved methods. A new 27-13 authorization will be submitted to Ohio EPA for approval of this task.

4.1 Verification of Compliance with Applicable Standards

Upon completing the demolition and clean fill placement, the Property will meet VAP applicable standards for soil. Completion of the demolition and clean fill placement will be within 1 year for all but the area of the greenhouses, on the south-eastern portion of the Property. The greenhouses will continue to be used for approximately another 3 years of this O&M Plan approval. An existing parking lot and intact vegetative cover will be maintained in the area south and west of the greenhouses until the clean fill placement is completed. The length of the total O&M activities will be 3 years to coincide with the anticipated greenhouse demolition timeframe. As shown on Figure 2, additional soil needs to be placed in portions of the greenhouse occupancy to achieve the POC and will be addressed following greenhouse demolition.

The Volunteer will prepare a report documenting the demolition and clean fill placement, and movement of affected soil with a summary of the supporting VAP certified data and certified laboratory reports. The report will meet the criteria of OAC 3745-300-15(E)(2), which includes an affidavit from the CP that the Property complies with the applicable standards. The criteria for the CP's affidavit are found in OAC 3745-300-13(O) (effective April 19, 2006).

Within 90 days of completing the remedial activities and receipt of the supporting certified data for the POC, the Volunteer will submit the verification of achievement of applicable standards report to Ohio EPA. Before the interim measures for a Property area may be discontinued, Ohio EPA's approval of the demonstration of compliance with applicable standards is required for the area.

Upon completion of all activities under this O&M Plan, the Volunteer may submit a request to terminate this O&M Plan and associated Agreement.

5.0 PLAN FOR MAINTAINENCE OF NORMAL O&M

The Volunteer or its representative will notify Ohio EPA personnel of any anomalous situation that may arise during the interim measure inspections. Moreover, Ohio EPA personnel are welcome to visit the site given that the site is only 0.5 mile away from the Ohio EPA Central office.

Initial ground surface elevations will be collected prior to fill cover. A minimum 2 feet of clean backfill cover will be placed across the majority of the Property and final elevations will be collected to ensure that the POC is accomplished. During placement of the clean backfill cover, fencing will be constructed around the Property to ensure that there is no trespassing. In addition "no trespassing" signs will be posted, at a minimum, on the corners of the fence to notify the public that the site should not be accessed. Gates within the fencing constructed to allow workers to enter and exit the site will be locked at the end of the working day. A visual inspection of this interim measure will be made weekly.

In addition, there may be a need to adjust the fencing interim measure to reflect the need for an alternative fence to prevent trespass, alter the fence location, or as construction proceeds to allow for access road relocation and clean soil placement as discussed in Section 6.0.

6.0 PLAN FOR POTENTIAL ADJUSTMENTS TO NORMAL O&M PLAN

A visual inspection of the interim measure will be made weekly. In the event deviation from the interim measures are unavoidable or not reasonable, the Ohio EPA will be notified in writing and the adjusted method, or interim measure, will be approved through the Ohio EPA. Minor adjustments, such as moving a fence from one side of the road to the other, may be made without notification.

Anticipated deviations to the interim measures may include: replacement of damaged fencing with improved type of fencing, replacement of signage materials or installation of temporary fill or surface materials to prevent exposure to impacted soil, and installation of construction fencing around the southwestern portion of the Property that currently contains an existing parking lot and intact vegetative cover as an interim measure. If fencing is damaged or requires replacement, the Volunteer will repair or replace the interim measure within 72-hours of discovery. Replacements will be in the same general location and of similar construction as the existing interim measure or adjust the interim measure scale as a result of the existing interim measure failure.

Revisions to the structure bedrock pilings methods are not anticipated. (The geothermal well installation method is not yet proposed under this O&M Plan and will require a separate OAC 3745-27-13 authorization request.) Adjustments to piling construction and the techniques for geothermal well installation must be approved by the Ohio EPA prior to implementation of the activity. Proposed changes to these tasks must be made in writing to Ohio EPA. Major modifications may require a separate 27-13 authorization request.

7.0 PLAN FOR AN ALTERNATE OR A MODIFIED REMEDY

There is no plan to modify the remedy.

8.0 RECORDS AND REPORTING

The Volunteer will maintain all laboratory results together with the appropriate documentation concerning chain-of-custody. The Volunteer will provide a routine report to Ohio EPA on a minimum annual basis - by June 15th of each year - that will address remedy implementation and an evaluation of the remedy's effectiveness pursuant to OAC 3745-300-15(E)(1)(g) and (2). Fencing inspection checklists and boring logs and construction details of the structural pilings and the geothermal wells will be noted to ensure approved protocol has been followed and forms will be submitted to the Ohio EPA in the report. Records must be maintained in accordance with applicable law. Prior to the destruction of any reporting documentation, the Volunteer will notify the Ohio EPA by Certified Mail of its intent to destroy the documents and allow the Ohio EPA a period of 45 days to obtain the documents before disposal.

9.0 PLAN FOR TERMINATION OF THE REMEDIAL ACTIVITIES

The O&M Plan requirements will terminate upon the successful demonstration that soils on the Property meet VAP recreational land use standards, based on a verification made in compliance with OAC 3745-300-15(E)(2) and this O&M Plan and Agreement. Further, the O&M Plan will terminate upon completion of the deep building foundations and geothermal wells through implementation of the remedial measures approved under this plan.

FIGURES

DATE	11/11/72
BY	...
PROJECT	...
NO.	...
DATE	...
BY	...
PROJECT	...
NO.	...

BURGESS & NIPLE

WHITTIER PENNSYLVANIA
GRANGE-AUDUBON NATURE CENTER PROPERTY

DATE	11/11/72
BY	...
PROJECT	...
NO.	...
DATE	...
BY	...
PROJECT	...
NO.	...

FIGURE 2
FILL COVER AREAS

- LEGEND**
- 1 for mentioned fill
 - 2 for fill with 0-4 FEET PC
 - 3 for fill with 4-8 FEET PC
 - 4 for fill with 8-12 FEET PC
 - 5 for fill with 12-18 FEET PC
 - 6 for fill with 18-24 FEET PC
 - 7 for fill with 24-36 FEET PC
 - 8 for fill with 36-48 FEET PC
 - 9 for fill with 48-60 FEET PC
 - 10 for fill with 60-72 FEET PC
 - 11 for fill with 72-90 FEET PC
 - 12 for fill with 90-108 FEET PC
 - 13 for fill with 108-126 FEET PC
 - 14 for fill with 126-144 FEET PC
 - 15 for fill with 144-162 FEET PC
 - 16 for fill with 162-180 FEET PC
 - 17 for fill with 180-216 FEET PC
 - 18 for fill with 216-252 FEET PC
 - 19 for fill with 252-300 FEET PC
 - 20 for fill with 300-360 FEET PC
 - 21 for fill with 360-420 FEET PC
 - 22 for fill with 420-480 FEET PC
 - 23 for fill with 480-540 FEET PC
 - 24 for fill with 540-600 FEET PC
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 - 31 for fill with 1440-1620 FEET PC
 - 32 for fill with 1620-1800 FEET PC
 - 33 for fill with 1800-2160 FEET PC
 - 34 for fill with 2160-2520 FEET PC
 - 35 for fill with 2520-3000 FEET PC
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 - 37 for fill with 3600-4200 FEET PC
 - 38 for fill with 4200-4800 FEET PC
 - 39 for fill with 4800-5400 FEET PC
 - 40 for fill with 5400-6000 FEET PC
 - 41 for fill with 6000-7200 FEET PC
 - 42 for fill with 7200-8400 FEET PC
 - 43 for fill with 8400-9600 FEET PC
 - 44 for fill with 9600-10800 FEET PC
 - 45 for fill with 10800-12600 FEET PC
 - 46 for fill with 12600-14400 FEET PC
 - 47 for fill with 14400-16200 FEET PC
 - 48 for fill with 16200-18000 FEET PC
 - 49 for fill with 18000-21600 FEET PC
 - 50 for fill with 21600-25200 FEET PC
 - 51 for fill with 25200-30000 FEET PC
 - 52 for fill with 30000-36000 FEET PC
 - 53 for fill with 36000-42000 FEET PC
 - 54 for fill with 42000-48000 FEET PC
 - 55 for fill with 48000-54000 FEET PC
 - 56 for fill with 54000-60000 FEET PC
 - 57 for fill with 60000-72000 FEET PC
 - 58 for fill with 72000-84000 FEET PC
 - 59 for fill with 84000-96000 FEET PC
 - 60 for fill with 96000-108000 FEET PC
 - 61 for fill with 108000-126000 FEET PC
 - 62 for fill with 126000-144000 FEET PC
 - 63 for fill with 144000-162000 FEET PC
 - 64 for fill with 162000-180000 FEET PC
 - 65 for fill with 180000-216000 FEET PC
 - 66 for fill with 216000-252000 FEET PC
 - 67 for fill with 252000-300000 FEET PC
 - 68 for fill with 300000-360000 FEET PC
 - 69 for fill with 360000-420000 FEET PC
 - 70 for fill with 420000-480000 FEET PC
 - 71 for fill with 480000-540000 FEET PC
 - 72 for fill with 540000-600000 FEET PC
 - 73 for fill with 600000-720000 FEET PC
 - 74 for fill with 720000-840000 FEET PC
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 - 89 for fill with 6000000-7200000 FEET PC
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 - 94 for fill with 12600000-14400000 FEET PC
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 - 110 for fill with 126000000-144000000 FEET PC
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 - 115 for fill with 252000000-300000000 FEET PC
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 - 120 for fill with 540000000-600000000 FEET PC
 - 121 for fill with 600000000-720000000 FEET PC
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 - 126 for fill with 1260000000-1440000000 FEET PC
 - 127 for fill with 1440000000-1620000000 FEET PC
 - 128 for fill with 1620000000-1800000000 FEET PC
 - 129 for fill with 1800000000-2160000000 FEET PC
 - 130 for fill with 2160000000-2520000000 FEET PC
 - 131 for fill with 2520000000-3000000000 FEET PC
 - 132 for fill with 3000000000-3600000000 FEET PC
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 - 253 for fill with 108000000000000000-126000000000000000 FEET PC
 - 254 for fill with 126000000000000000-144000000000000000 FEET PC
 - 255 for fill with 144000000000000000-162000000000000000 FEET PC
 - 256 for fill with 162000000000000000-180000000000000000 FEET PC
 - 257 for fill with 180000000000000000-216000000000000000 FEET PC
 - 258 for fill with 216000000000000000-252000000000000000 FEET PC
 - 259 for fill with 252000000000000000-300000000000000000 FEET PC
 - 260 for fill with 300000000000000000-360000000000000000 FEET PC
 - 261 for fill with 360000000000000000-420000000000000000 FEET PC
 - 262 for fill with 420000000000000000-480000000000000000 FEET PC
 - 263 for fill with 480000000000000000-540000000000000000 FEET PC
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 - 274 for fill with 2160000000000000000-2520000000000000000 FEET PC
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 - 294 for fill with 42000000000000000000-48000000000000000000 FEET PC
 - 295 for fill with 48000000000000000000-54000000000000000000 FEET PC
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 - 299 for fill with 84000000000000000000-96000000000000000000 FEET PC
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NO.	DATE	BY	REVISION
1	3/22/04	BUGGESS & NIPLE	SCHEMATIC SITE PLAN



BURGESS & NIPLE

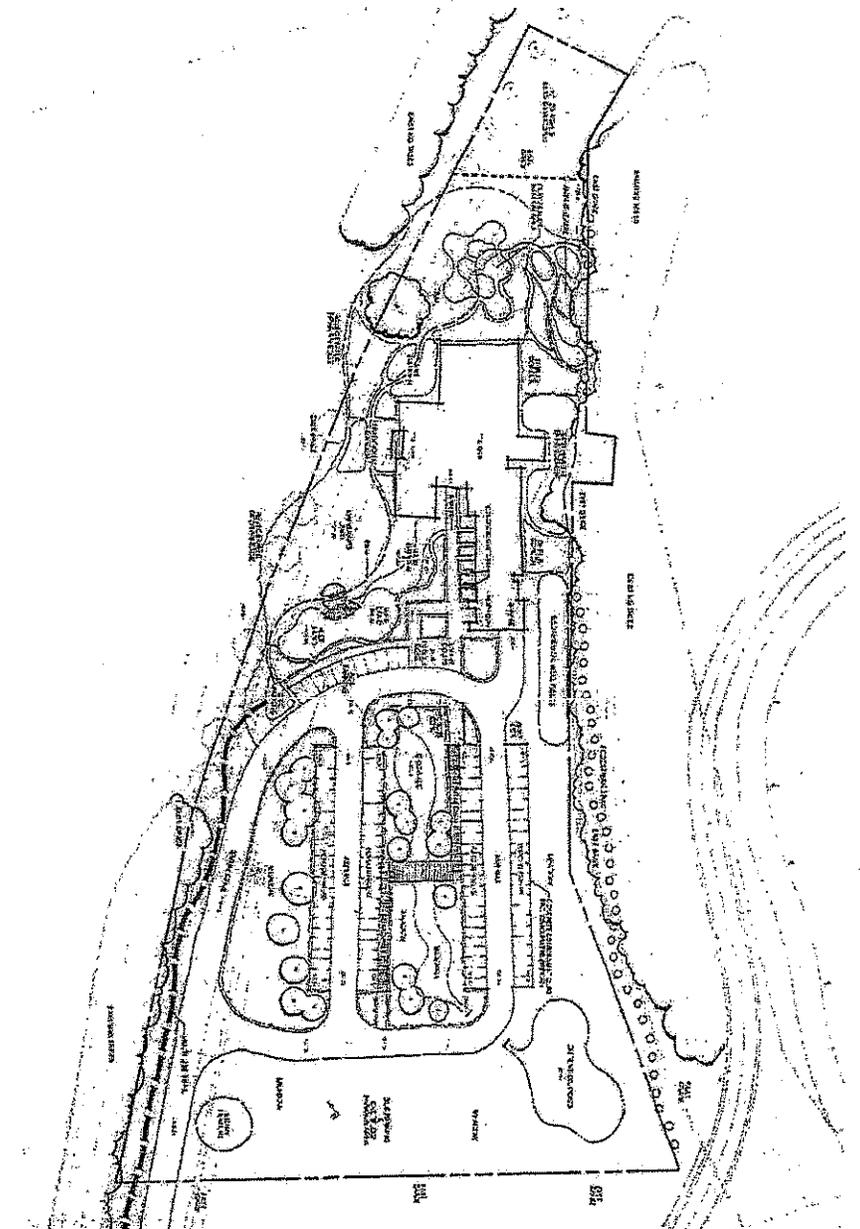
GRANGE-AUDUBON NATURE CENTER PROPERTY OPERATIONS AND MAINTENANCE PLAN

DATE	BY	REVISION
3/22/04	BUGGESS & NIPLE	SCHEMATIC SITE PLAN

NO.	DATE	BY	REVISION
1	3/22/04	BUGGESS & NIPLE	SCHEMATIC SITE PLAN

Grange Insurance Audubon Center

Schematic Site Plan



GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

FIGURE 3
SCHEMATIC SITE PLAN

SCALE	1" = 100'
NO.	1

EXHIBIT 3

FINANCIAL ASSURANCE

(Summary of approved Columbus City Council ordinance 1867-2007 – complete copy
available upon request as public record)



City of Columbus

Office of City Clerk
 90 West Broad Street
 Columbus, OH 43215-9015
 columbuscitycouncil.org

Matter Summary (Generic)

File Number	Title	Current Status
1867-2007	<p>Ordinance</p> <p>To authorize the Director Recreation and Parks to enter into a Guaranteed Maximum Price Reimbursement Agreement under Section 186 of the Columbus City Charter with the Columbus and Franklin County Metropolitan Park District; to waive the competitive bidding provisions of Chapter 329 of the Columbus City Codes; to authorize the expenditure of \$1,050,000; and to declare an emergency. (\$1,050,000)</p>	Passed
	Introduced: 11/5/2007	Controlling Body: Recreation and Parks Committee

OPERATION AND MAINTENANCE AGREEMENT

Between Ohio Environmental Protection Agency and the City of Columbus Regarding the Whittier Audubon Property, Franklin County, Ohio

This Operation and Maintenance Agreement (Agreement) is entered into by the Director of the Ohio Environmental Protection Agency (Director) and the City of Columbus, pursuant to Ohio Revised Code (ORC) Chapter 3746 and Ohio Administrative Code (OAC) Chapter 3745-300. In consideration of the mutual covenants and subject to the terms and conditions of this Agreement, the parties agree as follows:

1. **The NFA Letter.** A no further action letter (NFA) No. 07NFA278 under the Voluntary Action Program (VAP) was submitted to the Director on behalf of the City of Columbus on November 14, 2007 by Mr. Thomas J. Mignery, a certified professional (Certified Professional No. 125), for approximately 26.611 acres of real property owned by the City of Columbus and located on Whittier Street in Columbus, Franklin County, Ohio (the Property). The legal description of the Property is attached hereto as Exhibit 1, and is incorporated by reference herein. The NFA Letter includes an Operation and Maintenance Plan (O&M Plan) for the Property.
2. **Addendum to the NFA Letter.** On May 22, 2008 an addendum to the NFA Letter was submitted to the Director by Mr. Thomas J. Mignery in response to comments from Ohio EPA. The addendum includes the revised O&M Plan dated May 2008 that wholly replaces the O&M Plan submitted with the initial NFA Letter. For the purposes of this Agreement, the term "NFA Letter" means the NFA Letter submitted on November 14, 2007 and the addendum submitted on May 22, 2008. The term "O&M Plan" refers to the O&M Plan revised May 2008 attached as Exhibit 2.
3. **Requirement for an Operation and Maintenance Agreement.** This Agreement is required for the Property pursuant to ORC 3746.10(C)(2) or 3746.12(A)(2) and OAC 3745-300-15(A)(3) and 3745-300-15(F)(4).
4. **Remedy for the Property.** The remedy for the Property includes:
 - a. **Interim Measures.** Interim measures for the Property, as provided in the O&M Plan, which include:
 - i. Clean soil will be added following the abatement of asbestos and demolition of the buildings located at 420, 440, and 460 Whittier Street in compliance with applicable federal and state laws. A minimum of 2 to 5 feet of clean soil will be placed on the impacted areas defined in the O&M Plan to achieve the recreational land use standards.
 - ii. Fencing and signage will be maintained to enclose all impacted soil and will be secured as necessary to limit access except during times of active remediation.

8. **Recording of Agreement.** The City of Columbus shall record this Agreement as required by the Covenant and as required by ORC 3746.14.
9. **Effect of Violation of this Agreement.** Failure to comply with this Agreement or the O&M Plan, may constitute the failure to maintain an applicable standard in accordance with ORC 3746.12(B) and OAC Chapter 3745-300, and may be subject to the process outlined in the Compliance Schedule Section of this Agreement. Noncompliance with an institutional control for the Property voids the Covenant, as provided in ORC 3746.05.
10. **Financial Assurance.** The City of Columbus agrees to ensure that reasonable and adequate funds in the amount of \$1,050,000 are available to comply with this Agreement and the O&M Plan, having been appropriated by Columbus City Council ordinance 1867-2007 to fund a reimbursement agreement with Franklin County Metropolitan Park District for the remediation of this site. A summary of the approved ordinance is attached as Exhibit 3. A complete copy of the ordinance is available as a public record by contacting the City of Columbus or Ohio EPA. Examples of other acceptable forms of financial assurance include a subsequent, similar appropriation approved by ordinance of Columbus City Council, a trust fund, a surety bond guaranteeing payment into a trust fund, a surety bond guaranteeing performance of this Agreement and the O&M Plan, a letter of credit, an insurance policy, a financial test and corporate guarantee, an escrow account or such other financial assurance as approved by Ohio EPA. In the event the financial assurance provided herein is inadequate to comply with the terms of this Agreement, the Director may propose a modification of this paragraph pursuant to the Modification Section of this Agreement.
11. **Notice to Prospective Property Transferees.** At least 30 days prior to the execution of any sales contract or other document transferring ownership of the Property or any portion of the Property, the City of Columbus agrees to provide written notice to the prospective Property transferee that the Property, or such portion of the Property, is subject to the Covenant, this Agreement, and the O&M Plan.
12. **Notice to the Director of Transfer of Property.** Within 14 days after a sale or other transfer of the Property, or any portion of the Property, the City of Columbus shall provide written notice to the Director that the Property, or such portion of the Property, has been sold or otherwise transferred. This notice submitted to the Director shall include:

- a. The name, address, and telephone number of the new Property owner and the name, address, and telephone number of the contact person for the new Property owner;
 - b. A legal description of the Property or such portion of the Property being transferred; and
 - c. The closing date of the transfer of ownership of the Property or such portion of the Property.
13. **Option to Transfer this Agreement/Notice to Director.** Pursuant to ORC 3746.14(C), the City of Columbus may transfer this Agreement to any other person (the Transferee) by assignment or in conjunction with the acquisition of title to the Property. Within 14 days after such transfer, the City of Columbus shall provide written notice to the Director of the terms and conditions of the transfer of obligations of this Agreement and the O&M Plan (Transfer Terms and Conditions), by submitting:
- a. The name, address, and telephone number of the Transferee and the name, address, and telephone number of the contact person for the Transferee;
 - b. A statement of the extent to which the Transferee has assumed the obligations of this Agreement and the O&M Plan;
 - c. A copy of the legal instrument(s) that provide the Transfer Terms and Conditions; and
 - d. A copy of the Transferees fully executed and funded proposed financial assurance that complies with the Financial Assurance Section. The Transferor's financial assurance shall remain effective until the Transferee's financial assurance is fully executed and funded.

Upon the Directors receipt of such notice of the Transfer Terms and Conditions in accordance with this section of the Agreement, the Transferee shall be considered a party to this Agreement in accordance with the Transfer Terms and Conditions.

14. **Subparceling.** Upon written notice submitted by the City of Columbus to the Director, that one or more parcels of the Property have been divided or subparceled, this Agreement shall apply separately to each subdivided parcel upon the date of subdivision or the date of the submission of written notice,

upon the date of subdivision or the date of the submission of written notice, whichever occurs later. The City of Columbus shall provide such written notice by submitting:

- a. The legal description of the subdivided parcels;
- b. A survey map or maps of the subdivided parcels;
- c. The date of the subdivision;
- d. A copy of the legal instrument(s) providing for the subdivision; and
- e. The names of the new owner, if any, of the subdivided parcels.

Upon the written notice submitted pursuant to this Section, this Agreement shall be deemed to be amended, without modification of this Agreement, to identify the subdivided parcels of the Property. The Covenant shall remain in effect for any subdivided portion of the Property that continues to comply with the requirements of this Agreement and the applicable standards that form the basis of the Covenant. Any revocation of the Covenant for any parcel shall not be based solely on a finding that any other subdivided parcel of the Property no longer complies with the applicable standards or the requirements of this Agreement.

15. **Document Submittals/Notifications to Parties.** All documents, including but not limited to notices and reports, required to be submitted by the City of Columbus pursuant to this Agreement shall be identified by NFA Number 07NFA278 and addressed to:

Ohio Environmental Protection Agency
50 West Town Street
P.O. Box 1049
Columbus, OH 43216-1049
Attn: Manager, Voluntary Action Program

and

Ohio Environmental Protection Agency
Central District Office
Division of Emergency and Remedial Response
50 West Town Street
P.O. Box 1049

Columbus, OH 43216-1049
Attn: VAP Project Coordinator

All documents, including any notice required to be submitted by Ohio EPA pursuant to this Agreement, shall be delivered to the City of Columbus. Notice to the City of Columbus shall be addressed to:

City of Columbus Department of Recreation and Parks
1111 East Broad Street
Columbus, Ohio 43205
Attn: Mr. Alan McKnight, Director

Either party may designate an alternative contact name or mailing address upon written notification to the other party.

- 16. Modification of this Agreement or the O&M Plan.** The City of Columbus shall submit to the Director for review and approval each proposed modification of this Agreement or the O&M Plan, except for a minor modification, as defined below, or a modification proposed by the Director. This Agreement or the O&M Plan may be modified by agreement of the appropriate parties. Modifications shall be in writing, signed by the authorized representative of the City of Columbus and by the Director, and shall be effective on the date signed by the Director of Ohio EPA. If a modification is proposed that would result in the application of an applicable standard, land use, or a remedy different than that contained in the NFA Letter approved by the Covenant, Ohio EPA reserves the right to require the submittal of a new NFA Letter for the proposed modification.

For purposes of this Agreement, "modification" means any substantive or material change to a term or condition of this Agreement or the O&M Plan, such as a proposal to revise, replace, or terminate an engineering control, or to revise the Financial Assurance Section of this Agreement.

For purposes of this Agreement, a "minor modification" means a non-substantive or non-material, administrative change to a term or condition of this Agreement or the O&M Plan, such as the transfer of this Agreement and the O&M Plan in accordance with the Option to Transfer Section of this Agreement, or a change of a named contact person or an address contained in this Agreement or the O&M Plan. Within 14 days after implementation of a minor modification to this Agreement or the O&M Plan, the City of Columbus agrees to provide Ohio EPA written notice of the minor modification.

17. **Compliance Schedule Agreement.** Within 30 days after the mailing of notice from the Director of the finding that the Property or a portion of the Property no longer complies with the applicable standards upon which the issuance of the Covenant was based, the City of Columbus shall notify the Director of its intention to return the Property or such portion of the Property to compliance with the applicable standards upon which the Covenant was based (cure) and enter into a compliance schedule agreement with the Director for such cure, in accordance with ORC 3746.12(B).
18. **Compliance with Other Laws.** The parties shall conduct all activities pursuant to this Agreement and the O&M Plan in compliance with all local, state, and federal laws and regulations, including but not limited to requirements to obtain permits or authorizations. The City of Columbus acknowledges that Ohio EPA's review and approval of any health and safety measures or the risk mitigation plan contained in the O&M Plan is limited to ensuring compliance with the requirements of ORC Chapter 3746 and OAC Chapter 3745-300 and does not to extend to determining compliance with the Occupational Safety and Health Act, 29 U.S.C. 651 et seq., the regulations adopted under that act, or any obligation imposed by the Occupational Safety and Health Administration.
19. **Inspections by Ohio EPA.** The City of Columbus shall allow the Director or his authorized representative to perform inspections to determine compliance with this Agreement. Such inspections shall be consistent with ORC Chapter 3746 and OAC Chapter 3745-300, including but not limited to the reasonableness of inspection timing and frequency in accordance with ORC 3746.21.
20. **Program Costs for Monitoring Compliance with this Agreement.** The City of Columbus agrees to reimburse Ohio EPA for the actual direct and indirect costs incurred by the Ohio EPA in monitoring compliance with this Agreement pursuant to ORC 3746.04(B)(8) and OAC 3745-300-03(F). Payments made under this section are subject to the approval of such costs by ordinance of Columbus City Council.
 - a. Ohio EPA will periodically (i.e., semi-annually to annually) submit to the City of Columbus an itemized statement of its monitoring costs for the previous year(s). Monitoring costs include, but are not limited to, costs for reviewing submissions or reports required by this Agreement, conducting Property inspections, and corresponding with the Volunteer or its representative.
 - b. Within 60 days of receipt of such itemized statement, the City of Columbus shall remit payment for all of Ohio EPA's monitoring costs for

the previous year(s). If the City of Columbus disputes the accuracy of items on the itemized statement, a request for review of the statement may be made within 30 days of receipt of the statement. After review, Ohio EPA will resubmit to the City of Columbus an itemized statement with appropriate revisions to the City of Columbus. The City of Columbus shall remit payment within 14 days of receipt of the resubmitted statement.

- c. The City of Columbus shall remit payments to Ohio EPA pursuant to this Section of the Agreement as follows:
- i. Payment shall be made by an official (or certified) check made payable to "Treasurer, State of Ohio." The official check shall be submitted to Ohio EPA, Office of Fiscal Administration, P.O. Box 1049, 50 West Town Street, Columbus, Ohio 43216-1049.
 - ii. A copy of the transmittal letter and check shall be sent to the Fiscal Officer, DERR, Ohio EPA, P.O. Box 1049, 50 West Town Street, Columbus, Ohio 43216-1049.
 - iii. A copy of the transmittal letter and check shall be sent to the Program Manager of the Voluntary Action Program, DERR, Ohio EPA, P.O. Box 1049, 50 West Town Street, Columbus, Ohio 43216-1049.

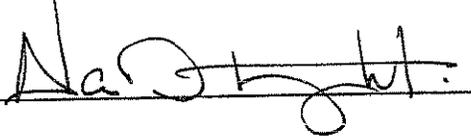
21. **Termination.** This Agreement shall terminate upon (a) revocation or voidance of the Covenant, (b) termination of the O&M plan in accordance with section 9.0 of the O&M plan, (c) demonstration that implementation of the O&M Plan or Agreement is no longer necessary for the property to remain in compliance with applicable standards in accordance with OAC 3745-300-15(E), or (d) otherwise upon the written approval of the Director of the Ohio EPA.
22. **Waiver.** The parties agree that the terms and conditions of this Agreement are lawful and reasonable and agree to comply with this Agreement. The City of Columbus hereby waives its right to appeal the terms and conditions of this Agreement, and hereby waives any and all rights it might have to seek judicial or administrative review of this Agreement either in law or equity. The City of Columbus reserves its right to participate in any appeal by a third party to the Environmental Review Appeals Commission or to any court.
23. **Entire Agreement.** The terms and conditions of this Agreement, including the

O&M Plan, constitute the entire agreement of the parties. No oral or written representation shall be binding unless approved as a modification pursuant to the Modification Section of this Agreement. The terms and conditions of this Agreement shall be interpreted consistent with ORC Chapter 3746 and OAC Chapter 3745-300.

24. **Authorized Signatories.** Each undersigned representative of a signatory to this Agreement represents that he or she is fully authorized to execute this Agreement and to legally bind such signatory to this Agreement.
25. **Effective Date.** Upon execution of this Agreement by both parties, this Agreement shall be a valid and binding obligation enforceable in accordance with its terms and conditions and effective upon the date of the Director's signature.

In witness whereof, the parties hereto have executed this Agreement.

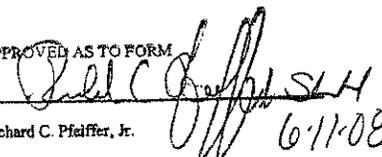
THE CITY OF COLUMBUS:

By:  Date: June 11, 2008

Printed Name: ALAN D. MCKNIGHT

Title: DIRECTOR COLUMBUS RECREATION & PARKS

APPROVED AS TO FORM


Richard C. Pfeiffer, Jr. 6-11-08

OHIO ENVIRONMENTAL PROTECTION AGENCY:

By:  Date: 6/19/08
Chris Korleski
Director of Ohio EPA

EXHIBIT 1
PROPERTY LEGAL DESCRIPTION

DESCRIPTION OF 26.611 ACRES
WHITTIER PENINSULA - CITY OF COLUMBUS PROPERTY.

Situated in the State of Ohio, County of Franklin, City of Columbus, being a tract of land located on the Whittier Peninsula, both sides of Whittier Street, centered approximately 2800 feet west of the intersection of Front Street, and being more particularly described as follows:

Beginning at a point on the east bank of the Scioto River (State Plane Coordinates {SPC} of which are N 709550.335, E 1824888.464) located South 74°58'19" West, a distance of 218.57 feet from that concrete Project Control Monument No. 3 (SPC of N 709606.955, E 1825099.616);

Thence South 84°44'19" East, passing a PK Nail set in an asphalt bike trail at 65.00 feet (SPD N 709544.374, E 1824953.190), then crossing Whittier Street, a total distance of 485.95 feet to an iron pin set (SPC N 709505.773, E 1825372.369);

Thence South 69°11'39" East, a distance of 295.44 feet to an iron pin set (SPC N 709400.833, E 1825648.542) approximately one foot south of a steel fence post;

Thence continuing one foot south of and parallel to an existing chain link fence the following courses:

1. South 73°52'51" East, a distance of 250.05 feet to an iron pin set (SPC N 709331.410, E 1825888.762) at an angle point;
2. North 87°19'30" East, a distance of 222.01 feet to an iron pin set (SPC N 709341.772, E 1826110.531) at an angle point;
3. North 81°18'40" East, a distance of 291.64 feet to an iron pin set (SPC N 709385.829, E 1826398.824);

Thence South 48°12'49" East, a distance of 25.46 feet to an iron pin set (SPC N 709368.866, E 1826417.805) approximately one foot west of an existing chain link fence which surrounds the current City of Columbus automobile impounding lot;

Thence continuing one foot west of and parallel to said chain link fence the following courses:

1. South 02°15'41" West, a distance of 309.42 feet to an iron pin set (SPC N 709059.683, E 1826405.595) at an angle point;
2. South 55°44'25" East, a distance of 202.82 feet to an iron pin set (SPC N 708945.506, E 1826573.224) at an angle point;
3. South 02°03'19" West, leaving said fence and crossing Whittier Street, passing an iron pin set (SPC N 708665.686, E 1826563.182) at 280.00 feet, said iron pin being located South 68°31'45" East, a distance of 518.49 feet from that Project Control Monument No. 4 (SPC N 708855.470, E 1826080.667), a total distance of 422.64 feet to a point near the bank of the Scioto River (SPC N 708523.138, E 1826558.067);

Thence up the bank of the Scioto River the following courses:

1. North 65°22'53" West, a distance of 987.64 feet to a point (SPC N 708934.565, E 1825660.197);
2. North 51°24'48" West, a distance of 226.73 feet to a point (SPC N 709075.976, E 1825482.969);

Thence along the perimeter of a projection into said River the following courses:

1. North 74°49'03" West, a distance of 59.32 feet to a point (SPC N 709091.512, E 1825425.719);
2. South 43°19'47" West, a distance of 98.88 feet to a point (SPC N 709019.587, E 1825357.870);
3. South 07°19'53" West, a distance of 140.97 feet to a point (SPC N 708879.769, E 1825339.881);

DESCRIPTION OF 26.611 ACRES
Page 2

4. North 85°00'43" East, a distance of 153.15 feet to a point (SPC N 708893.085, E 1825492.450);
5. South 22°00'22" East, a distance of 37.34 feet to a point (SPC N 708858.461, E 1825506.443);
6. South 51°01'48" West, a distance of 53.99 feet to a point (SPC N 708824.507, E 1825464.468);
7. South 01°44'08" West, a distance of 70.61 feet to a point (SPC N 708753.925, E 1825462.329);
8. South 45°14'03" East, a distance of 321.46 feet to a point (SPC N 708527.549, E 1825690.563);
9. South 62°47'04" East, a distance of 655.02 feet to a point (SPC N 708227.983, E 1826273.064);
10. South 07°58'30" East, a distance of 85.94 feet to a point (SPC N 708142.878, E 1826284.987);
11. South 79°16'18" East, a distance of 466.32 feet to a point (SPC N 708056.072, E 1826743.154);
12. North 65°34'05" East, a distance of 41.15 feet to a point (SPC N 708073.093, E 1826780.622);
13. South 87°36'08" East, a distance of 60.50 feet to a point (SPC N 708070.562, E 1826841.069);
14. South 35°51'23" East, a distance of 65.52 feet to a point (SPC N 708017.456, E 1826879.450);
15. South 53°55'24" West, a distance of 29.22 feet to a point (SPC N 708000.247, E 1826855.831);
16. South 83°59'57" West, a distance of 423.08 feet to a point (SPC N 707956.017, E 1826435.067);
17. North 79°17'41" West, a distance of 142.10 feet to a point (SPC N 707982.413, E 1826295.442);
18. North 66°12'23" West, a distance of 273.45 feet to a point (SPC N 708092.734, E 1826045.236);
19. North 51°03'51" West, a distance of 1038.91 feet to a point (SPC N 708745.639, E 1825237.118);
20. North 28°12'27" West, a distance of 486.91 feet to a point (SPC N 709174.727, E 1825006.971);
21. North 17°30'39" West, a distance of 393.86 feet to the place of beginning and containing 26.611 acres of land.

Bearings herein are based on the NAD 83 Ohio State Plane Coordinate System, South Zone, utilizing monuments COC 13-83 and COC 18-83.

Iron pins set consist of a 1" (O.D.) pipe, 30" long with a plastic cap inscribed "M-E COMPANIES/S-6872".

This description was prepared by M•E Companies, Inc., Civil Engineering Group, based on information obtained from an actual field survey performed in January 2007.



M•E Companies, Inc.
Civil Engineering Group

By Robert S. Wynd 1/21/08
Robert S. Wynd
Registered Surveyor No. 6872

EXHIBIT 2
O&M PLAN

OPERATION & MAINTENANCE PLAN
INTERIM MEASURES, FILL PLACEMENT, AND VAP STANDARDS DEMONSTRATION

GRANGE AUDUBON NATURE CENTER PROPERTY
420-460 WHITTIER STREET
COLUMBUS, FRANKLIN COUNTY, OHIO

PREPARED FOR

CITY OF COLUMBUS

NOVEMBER 2007

REVISED MAY 2008

BURGESS & NIPLE, INC.
Engineers and Architects
5085 Reed Road
Columbus, Ohio 43220

1.0 INTRODUCTION

Burgess & Niple, Inc. (B&N) prepared this Operation & Maintenance (O&M) Plan to meet the requirements for issuing a No Further Action (NFA) Letter for the Grange Audubon Nature Center Property (Property). The NFA Letter is necessary to request and obtain a Covenant-Not-to-Sue (CNS) from the State of Ohio. The work was conducted under Ohio Environmental Protection Agency's (EPA's) Voluntary Action Program (VAP), as codified in Ohio Revised Code (ORC) Chapter 3746 and Ohio Administrative Code (OAC) Chapter 3745-300.

1.1 Property Identification

The 26.611-acre property is situated in a former industrial and commercial approximate 160-acre corridor known as the Whittier Peninsula in Columbus, Franklin County, Ohio. A map, showing the Property boundaries, the land use of the adjoining properties, roads, structures, and appurtenances, is included as **Figure 1**.

1.2 Property History

A review of historical information on the Property was conducted to identify past land use that may have contributed to environmental concerns. To determine the historical use of the Property, city directories, publications, historic plot plans, Sanborn Fire Insurance Maps, aerial photographs, and information compiled by Dodson-Stilson, Inc.'s (Dodson-Stilson's) Limited VAP Phase I Report and B&N's Phase I and II Property Assessments were reviewed.

The following discusses information regarding the development of the following parcels.

1.2.1 Recreation and Parks Buildings

The Recreation and Parks buildings (420 to 460 West Whittier Street) are located on the east side of Whittier Street in the central portion of the Property. This portion of the Property is not identified on the Sanborn Maps. The aerial photographs of these parcels depict a former gravel pit lake and the southern portions of the Universal Concrete operation on the Property. Judging from the aerial photos, the lake appears to have been gradually filled from sometime after 1938 to approximately 1957. This portion of the Property was reported to be the location of the City refuse dump as well. Portions of the Southern Tier of Whittier Peninsula were previously used for disposal of solid waste, which ceased operations in

approximately 1936. Review of aerial photographs indicates that fill placement, such as concrete, from operations on the former Universal Concrete property may have continued until the 1960s. The first apparent building development is viewed on the 1964 aerial photograph. This development appears to be in the same location as the present day 440 West Whittier Street building (Parks Maintenance). By 1980, development of this portion of the Property is depicted by 420 and 440 West Whittier Street buildings. The 1989 aerial shows an expansion along the southeast wall of the 440 West Whittier Street building. The 2000 aerial depicts the Property in the same general configuration and stage of development as was observed during the B&N Phase I site investigation. The 2000 aerial depicts the greenhouse structures to the southeast of 420 West Whittier Street that are not shown on previous photographs. In addition, the rear portion of the 440 West Whittier Street building appears to have been removed sometime between 1989 and 2000. This was reported to be due to subsidence issues related to the historic landfill on site.

The Recreation and Parks buildings consisted of three brick/cement block buildings that housed office space and light maintenance of equipment, as well as short-term storage of cleaning supplies, solvents, and paints. Possible asbestos-containing materials (ACMs) were observed in the 420 and 440 West Whittier Street buildings. The area to the west of the three buildings is presently used for equipment storage.

Areas of stained soil, as well as empty drums labeled "antifreeze" and "hydraulic oil" were observed stored behind the 440 and 460 West Whittier Street buildings. Three empty aboveground storage tanks (ASTs) were observed to be stored in the northeast corner of the site.

1.2.2 Bike Path

The bike/walking path is located along the Scioto River, west of Whittier Street, and is currently occupied by dense shrubbery and mature tree growth. This area of the Property also extends along the Property interface with the Scioto River to the north where it terminates at an intersection with Interstate 70 (I-70). The only development historically documented for this portion of the Property is in conjunction with the sand and gravel quarry associated with Universal Concrete. The 1938 aerial photograph depicts a portion of land extending into the Scioto River that is interspersed with primitive roads or trails. This area appears to have been related to the historic quarry lake located east of Whittier Street. The removal of the soil in order to presumably fill the lake is what appears to have actually created the apparent isthmus on the Property. The isthmus portion appears to undergo frequent flooding events as evidenced in aerial photographs from 1950 to 1989, contained in the Phase I document (B&N, June 2005).

Bike path development appears to have been initiated sometime between 1972 and 1980. This portion has been allowed to regenerate vegetation a major development associated with clearing and quarrying activities ceased around 1950 to 1957.

1.2.3 Summary of Historical Land Use on the Whittier Peninsula

The Whittier Peninsula, the area containing the Property and surrounding areas, has historically been used for a number of industrial facilities and processing plants, as well as being owned, in part, by railroad companies. Specific land uses have included, or currently include, a railroad transportation corridor, concrete manufacturing, reported use as a landfill, parks and recreation department office space and light equipment repair, and a police impound lot. Currently land use is associated with office space, light equipment repair, equipment storage, warehousing, vegetative greenhouse operation, and vacant land. The intended future use of the Property is an urban Metro Park and nature preserve and the proposed Grange Audubon Nature Center.

1.3 Property Restrictions and Standards

There will be an environmental covenant recorded for the Property, which establishes the VAP activity and use limitations as institutional controls for the Property. Upon execution of the final phase of remedy for which this Plan was prepared, the Property will meet a modified form of the VAP residential land use category, as a "recreational" land use standard (minimum 2 foot depth), as well as less restrictive VAP standards to allow for commercial and industrial uses. An interim measure for the Property relies on fill placement for the Property following an aggressive demolition schedule, before the recreational land use is achieved and Grange Audubon Nature Center is in use. The proposed point of compliance will be two feet below the finished ground surface elevation. A final elevation survey will be submitted to Ohio EPA.

The shallow ground water does not meet potable use standards for various contaminants; therefore, the environmental covenant will prohibit the extraction of ground water. In contrast, the deep ground water in the bedrock aquifer underlying the property meets unrestricted potable use standards and will be protected to maintain the standards during subsurface construction through the measures implemented under this O&M Plan.

2.0 PURPOSE OF THE O&M PLAN

The purpose of this O&M Plan is to create a procedure for implementing and maintaining a short-term interim measure to prevent exposure to polynuclear aromatic hydrocarbons (PAHs) and several metals (arsenic and lead) present in soil, which existed and continues to exist in soil on-Property from the time the NFA Letter was issued and to provide protection to the underlying bedrock aquifer during installation of deep building foundations and geothermal wells to be constructed as part of the Grange-Audubon Nature Center.

The interim measure includes a 4-foot tall chain link fence, which will be installed by the Volunteer to restrict access to the soils until placement of clean fill soils that achieve the applicable standards for soil based on the anticipated recreational land use. Posted on all four sides of the fence will be "No Trespassing" signs. The fence and signage will be maintained until the Volunteer completes the demolition and fill placement and the area is verified to meet the applicable standards. An existing parking lot and intact vegetative cover along the southwestern portion of the Property near the greenhouses will serve as an interim measure until the placement of the minimum 2-foot cover and/or the parking lot or vegetative cover is disturbed for construction activities. The fence and signage and the other interim measures described in this O&M Plan protect against human exposure to any soil contamination until the final cleanup supports a recreational land use.

The O&M Plan also implements measures during installation of the deep building foundations and geothermal wells to be constructed as part of the Grange-Audubon Nature Center. The measures are to protect the ground water in the underlying bedrock aquifer from exceeding any potable use standards.

3.0 SUMMARY OF THE PROPERTY ASSESSMENTS

The Phase I Environmental Property Assessment was performed by B&N in accordance with OAC Rule §3745-300-06. The Phase I Update in the B&N Phase II defined seven identified areas on the Property. The Phase II Property Assessment was conducted to assess the seven identified areas, to determine if the Property meets the VAP applicable standards, described in OAC Rule §3745-300-07 (comparison to background levels), -08 (generic numerical standards), and -09 (human health risk assessment). The Phase II report documents the activities conducted at the Property. The presence of chemicals of concern (COCs) in excess of unrestricted residential standards at various areas necessitated remedial action.

3.1 Property Soil

Soil samples collected during the Phase II Property Assessment indicate exceedances of VAP applicable standards in several areas of the Property. COCs exceedances include arsenic, lead, benzo(a)pyrene, and dibenzo(a,h)anthracene. The location of the areas that do not meet the applicable standards are somewhat random and therefore, require a more conservative mitigation program to ensure compliance for the proposed recreational land use, which includes a child and adult exposure pathway in a modification of the VAP unrestricted residential land use category.

At the time, and before the NFA letter was prepared, all COCs in soil do not meet applicable cleanup standards for the recreational land use, except for those soils along the western edge of Whittier Street at the Property. This Plan sets forth the interim measure that will be implemented to restrict access to the soils east of Whittier Street until the soil can be covered with a minimum of 2 feet of clean soil fill. It should be noted that eastern portions of IAs 4 and 7 currently meet VAP applicable standards and will not require placement of 2 or more feet of clean fill for the purpose of meeting the standards. The 2-foot clean fill cover in the southwestern portion of the Property will be completed once the greenhouses are no longer in use and are demolished (no later than 3 years from the date of this document). **Figure 2** displays the area to be covered within 3 months of this dated document and the area that will be covered when the greenhouses are vacated and demolished. The placement of clean fill has been documented by the samples of clean fill collected by Columbus & Franklin County Metro Parks for analysis to confirm the environmental media meets the recreational land use standards. At the conclusion of fill placement, all media at the Property will meet the modified residential or recreational land use standards within the Point of Compliance (POC) for soil.

Excavation or construction worker exposures to COC-impacted soil will be prevented through risk mitigation measures implemented under a separate risk mitigation plan.

3.2 Property Groundwater

Groundwater was determined to exceed Ohio EPA unrestricted potable use standards (UPUS) in the uppermost zone of saturation within the sand and gravel aquifer. Several samples collected from monitoring wells contained concentrations of barium, lead, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, indeno(1,2,3-cd)pyrene and naphthalene, that exceeded UPUS. The underlying Devonian limestone aquifer meets the protection of groundwater meeting unrestricted potable use standards (POGWMUPUS) based on a qualitative weight of evidence approach for the site conditions prior to building construction. This plan provides for remedial measures to protect the property's compliance with those standards during intrusive construction work (i.e., building footers and geothermal wells within the landfill areas.)

An institutional control prohibiting potable groundwater extraction and use (except for extraction for investigation, monitoring, remediation or excavation or construction purposes) is included in the Environmental Covenant. Excavation or construction worker exposures to COC-impacted ground water will be prevented through risk mitigation measures implemented under a separate risk mitigation plan. In addition, groundwater discharges into the Scioto River along the western edge of the Property; however, the Phase II Property Assessment demonstrates groundwater meets the surface water quality standards by use of surface water mixing zone calculations.

4.0 INTERIM MEASURES AND MONITORING; FILL PLACEMENT; VERIFICATION OF COMPLIANCE WITH APPLICABLE STANDARDS

The interim measures and monitoring outlined herein will restrict access to the on-Property soils until clean fill placement can be completed. Also, separate interim measures will be implemented during intrusive construction activities to prevent contamination of the underlying bedrock ground water meeting unrestricted potable use standards.

Monitoring by way of visual inspection will document that the interim measure for the surface activities (fence and no trespassing signage) remains in place and no Park users or vagrants occupy the Property. The interim measures and monitoring under this O&M Plan will occur until the Volunteer verifies the remediation is complete and the Certified Professional (CP) confirms the soils meet the applicable standards for the Property. Once the demonstration is approved by Ohio EPA, this O&M Plan may be terminated.

As previously stated, an interim measure includes the existing 4-foot tall metal chain-link type fence along the eastern edge and a proposed 4-foot tall construction fence between the bike path and Whittier Street, which will encircle the impacted soils. Gates will be padlocked allowing limited access, except during the times of active remediation of the impacted soils as some portions of the fence will need to be removed to allow for various site grading activities or clean fill placement. No trespassing signs will be posted on the fence on all sides. An existing parking lot and intact vegetative cover along the southwestern portion of the Property will serve as an interim measure until the placement of the minimum 2-foot cover and/or the parking lot or vegetative cover is disturbed for construction activities. The Volunteer, or designated representative, will inspect the interim measures weekly to maintain the integrity of the signage, fencing, vegetative cover, and the existing parking lot until the clean fill placement and grading to achieve the POC is complete.

The proposed mitigation method includes placement of clean fill on top of impacted soils across the Property. As stated before, the location of the areas that do not meet the applicable standards are somewhat random and therefore, require a more conservative mitigation program to ensure compliance for the proposed recreational land use, which includes a child and adult exposure pathway in a recreational or modified residential land use. As shown on Figure 2, a minimum of 2 feet of clean fill placement will be placed across the impacted soils on the eastern portion of Whittier Street. Portions of IAs and 4 and 7 currently meet VAP applicable standards and will not require placement of 2 feet of clean fill.

Asbestos abatement was performed prior to demolition within those buildings with documentation of ACM presence, which include 420 and 440 Whittier Street locations. This abatement activity was, and the remaining ACM abatements will be, performed under National Emission Standard for Hazardous Air Pollutants (NESHAP) and Ohio EPA law and rules. A 10-day notice of demolition and ACM removal was prepared and provided to Ohio EPA in accordance with those laws.

Based on the proposed development plans, the possibility exists that some impacted soil will be displaced onto other portions of the Property or onto an adjacent property. It is important to note that the adjacent property development is anticipated to be addressed under a future VAP clean up or NFA letter. All soil movement on or off-property will be performed in compliance with applicable laws (e.g., for contaminated soil management) and documented in the O&M Certification Report. In addition, an authorization pursuant to OAC-3745-27-13 was obtained for conducting activities on areas where waste may have been placed on or within 300 feet of the Property. These activities include general filling, grading, drilling, and excavation associated with potential Phase II ESA soil/groundwater sampling and construction of foundations with the proposed Audubon-Ohio facility. The OAC 3745-27-13 permit application was approved by the Ohio EPA on April 17, 2008.

In addition, in the area of the Grange Audubon Nature Center, 2 to 5 feet of clean fill will be placed in order to further protect the potential scenario of children playing in the soil for recreational use. Based on discussions with Audubon personnel, it is a reasonably anticipated exposure scenario of a child digging into the soil to a maximum of 1.0 feet below ground surface (bgs). Those areas have been defined and will be placed with 4 to 5 feet of clean fill. The anticipated time frame to complete this work for this activity is the second quarter of 2008. VAP-certified lab data has already been collected to support a demonstration that clean soil meets VAP recreational land use standards. This soil data will be provided with the O&M Report following completion of the interim measure. The proposed Grange Audubon Nature Center is shown on **Figure 3**. The volunteer will comply with all other laws applicable to the implementation of the property activities (including NPDES permits to discharge or install and OSHA requirements).

The no further action letter was submitted prior to the construction of the new building and the proposed support footers. To allow the no further action letter, including this O&M Plan to provide for a remedy that is protective of public health and the environment until the construction is complete, additional measures will be taken during the construction to maintain the property's compliance with the unrestricted potable use standards that apply to the "clean" bedrock ground water underlying the property.

The building foundations will be either shallow spread-type building footers to a maximum depth of 4 feet or deep foundations piers installed to bedrock at a maximum depth of 80 feet. Construction of the proposed Audubon Center within the property will include the use of auger cast piles with grade beams and a structural floor slab for support of the building. All future buildings will require a separate 27-13 authorization. Where auger cast piles are to be used, a continuous-flight, hollow-stem auger that is rotated into the ground to the required pile depth will be used. Once the required depth is achieved high strength cement grout will be injected through the hollow stem auger as it is withdrawn. The grout pumping pressures will be established to offset all hydrostatic and lateral earth pressures, such that the entire bore hole and voids adjacent to it will be filled with grout.

For the Audubon Center, the auger cast piles are proposed to be approximately 16-inch in diameter and extended into the bedrock surface, or 3 feet into an identified layer of sandy lean clay that is located on top of the bedrock. If suitable bearing pressures cannot be obtained within this layer, then the piles will be extended to bedrock, which is approximately 70 to 75 feet below existing grade. All future buildings will require separate 27-13 authorization.

Any soils, or rock, removed from the hole will be collected and transported to an on-site storage area and eventually covered with a minimum of 2 feet of clean embankment obtained from off site. Should waste be encountered in the drilling and brought to the surface it will be collected within drums or a roll-off container, characterized, and transported to a properly licensed solid waste landfill for proper disposal or to designated on-site fill areas that will be covered with a minimum of 2-feet of clean fill.

Groundwater that may enter the drill hole during construction will typically be absorbed and carried to the surface with the auger cuttings or displaced back into the soil as the grout is injected at a pressure designed to overcome the hydrostatic pressures of the groundwater. Should it be required to remove groundwater during the installation of the piles, any evacuated groundwater will be discharged to drums or other storage tank, characterized, and transported to a properly permitted facility according to characterization data.

Soils containing waste materials generated from piling installation will be loaded directly into dump trucks and transported to either a staging area or to designated fill areas. All areas of relocated fill will be covered with a minimum of 2 feet of clean fill soil. Disposal of excavated fill material off-Property is identified in the 27-13 authorization and designated as fill disposal areas. The O&M obligation for this task will be in effect until notification has been provided that the deep building foundations were constructed per the details noted above and in the NFA addendum

The next interim measure applies to the installation of the proposed geothermal well field, which contains up to 30 wells. Although final details are not known at this time for the construction of the geothermal wells, remedial measures will be taken during the installation to maintain the protection of human health and the environment, specifically to prevent any vertical migration of contaminated ground water from the impacted shallow sand and gravel zone to the deep "clean" limestone aquifer. Shallow groundwater will be properly containerized and characterized prior to offsite disposal. Bedrock groundwater is not impacted and will be properly disposed and in compliance with applicable standards. Once details are known for the installation of the geothermal wells, the Volunteer will submit the plan for the remedial measures for Ohio EPA approval prior to installation activities to ensure that human health and the environment is protected.

The O&M obligation for this task remains in effect until after the construction details are submitted to and approved by Ohio EPA, and the wells are constructed and notification is provided that the wells were installed per the approved methods. A new 27-13 authorization will be submitted to Ohio EPA for approval of this task.

4.1 Verification of Compliance with Applicable Standards

Upon completing the demolition and clean fill placement, the Property will meet VAP applicable standards for soil. Completion of the demolition and clean fill placement will be within 1 year for all but the area of the greenhouses, on the south-eastern portion of the Property. The greenhouses will continue to be used for approximately another 3 years of this O&M Plan approval. An existing parking lot and intact vegetative cover will be maintained in the area south and west of the greenhouses until the clean fill placement is completed. The length of the total O&M activities will be 3 years to coincide with the anticipated greenhouse demolition timeframe. As shown on Figure 2, additional soil needs to be placed in portions of the greenhouse occupancy to achieve the POC and will be addressed following greenhouse demolition.

The Volunteer will prepare a report documenting the demolition and clean fill placement, and movement of affected soil with a summary of the supporting VAP certified data and certified laboratory reports. The report will meet the criteria of OAC 3745-300-15(E)(2), which includes an affidavit from the CP that the Property complies with the applicable standards. The criteria for the CP's affidavit are found in OAC 3745-300-13(O) (effective April 19, 2006).

Within 90 days of completing the remedial activities and receipt of the supporting certified data for the POC, the Volunteer will submit the verification of achievement of applicable standards report to Ohio EPA. Before the interim measures for a Property area may be discontinued, Ohio EPA's approval of the demonstration of compliance with applicable standards is required for the area.

Upon completion of all activities under this O&M Plan, the Volunteer may submit a request to terminate this O&M Plan and associated Agreement.

5.0 PLAN FOR MAINTAINENCE OF NORMAL O&M

The Volunteer or its representative will notify Ohio EPA personnel of any anomalous situation that may arise during the interim measure inspections. Moreover, Ohio EPA personnel are welcome to visit the site given that the site is only 0.5 mile away from the Ohio EPA Central office.

Initial ground surface elevations will be collected prior to fill cover. A minimum 2 feet of clean backfill cover will be placed across the majority of the Property and final elevations will be collected to ensure that the POC is accomplished. During placement of the clean backfill cover, fencing will be constructed around the Property to ensure that there is no trespassing. In addition "no trespassing" signs will be posted, at a minimum, on the corners of the fence to notify the public that the site should not be accessed. Gates within the fencing constructed to allow workers to enter and exit the site will be locked at the end of the working day. A visual inspection of this interim measure will be made weekly.

In addition, there may be a need to adjust the fencing interim measure to reflect the need for an alternative fence to prevent trespass, alter the fence location, or as construction proceeds to allow for access road relocation and clean soil placement as discussed in Section 6.0.

6.0 PLAN FOR POTENTIAL ADJUSTMENTS TO NORMAL O&M PLAN

A visual inspection of the interim measure will be made weekly. In the event deviation from the interim measures are unavoidable or not reasonable, the Ohio EPA will be notified in writing and the adjusted method, or interim measure, will be approved through the Ohio EPA. Minor adjustments, such as moving a fence from one side of the road to the other, may be made without notification.

Anticipated deviations to the interim measures may include: replacement of damaged fencing with improved type of fencing, replacement of signage materials or installation of temporary fill or surface materials to prevent exposure to impacted soil, and installation of construction fencing around the southwestern portion of the Property that currently contains an existing parking lot and intact vegetative cover as an interim measure. If fencing is damaged or requires replacement, the Volunteer will repair or replace the interim measure within 72-hours of discovery. Replacements will be in the same general location and of similar construction as the existing interim measure or adjust the interim measure scale as a result of the existing interim measure failure.

Revisions to the structure bedrock pilings methods are not anticipated. (The geothermal well installation method is not yet proposed under this O&M Plan and will require a separate OAC 3745-27-13 authorization request.) Adjustments to piling construction and the techniques for geothermal well installation must be approved by the Ohio EPA prior to implementation of the activity. Proposed changes to these tasks must be made in writing to Ohio EPA. Major modifications may require a separate 27-13 authorization request.

7.0 PLAN FOR AN ALTERNATE OR A MODIFIED REMEDY

There is no plan to modify the remedy.

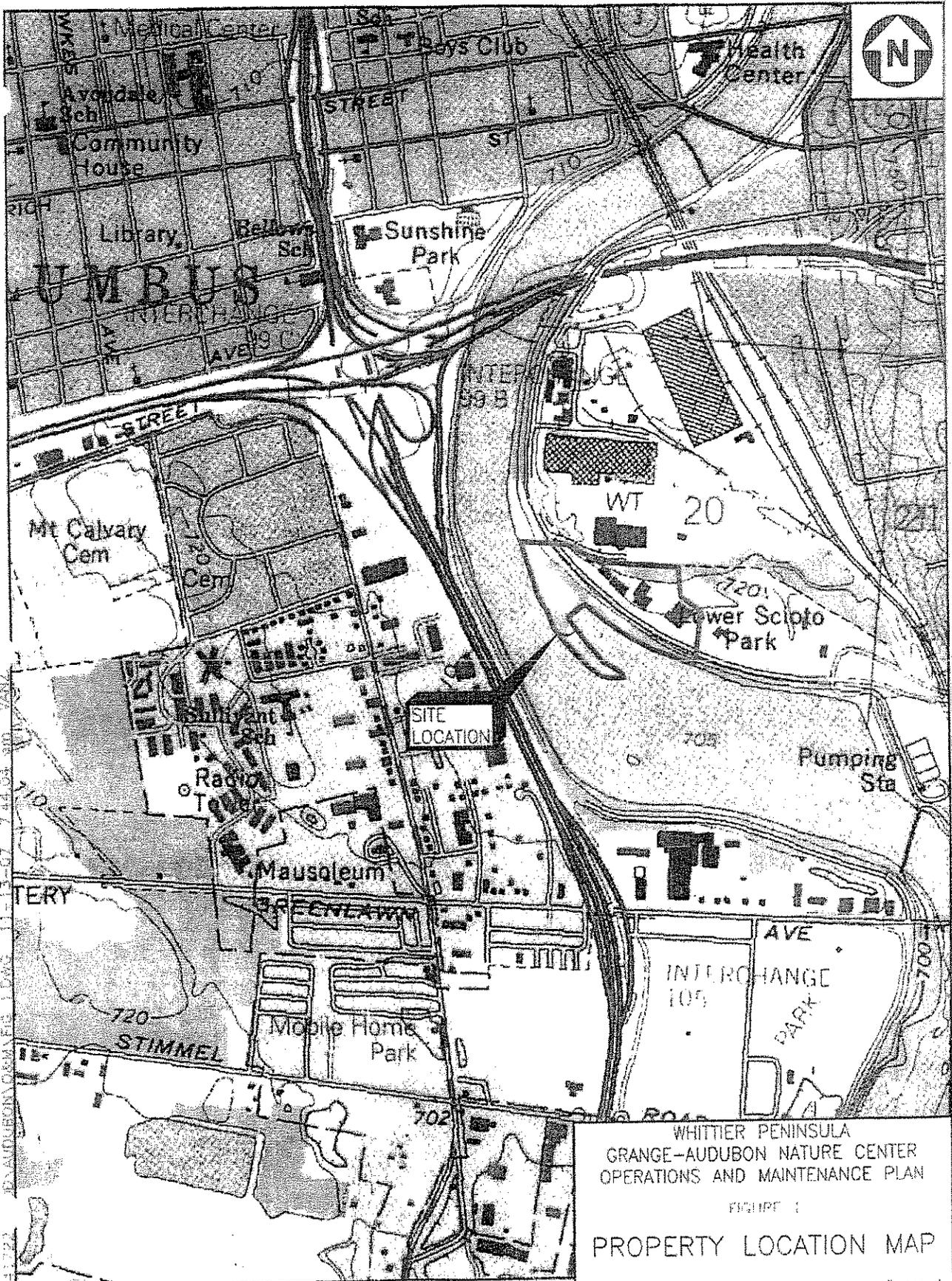
8.0 RECORDS AND REPORTING

The Volunteer will maintain all laboratory results together with the appropriate documentation concerning chain-of-custody. The Volunteer will provide a routine report to Ohio EPA on a minimum annual basis – by June 15th of each year - that will address remedy implementation and an evaluation of the remedy's effectiveness pursuant to OAC 3745-300-15(E)(1)(g) and (2). Fencing inspection checklists and boring logs and construction details of the structural pilings and the geothermal wells will be noted to ensure approved protocol has been followed and forms will be submitted to the Ohio EPA in the report. Records must be maintained in accordance with applicable law. Prior to the destruction of any reporting documentation, the Volunteer will notify the Ohio EPA by Certified Mail of its intent to destroy the documents and allow the Ohio EPA a period of 45 days to obtain the documents before disposal.

9.0 PLAN FOR TERMINATION OF THE REMEDIAL ACTIVITIES

The O&M Plan requirements will terminate upon the successful demonstration that soils on the Property meet VAP recreational land use standards, based on a verification made in compliance with OAC 3745-300-15(E)(2) and this O&M Plan and Agreement. Further, the O&M Plan will terminate upon completion of the deep building foundations and geothermal wells through implementation of the remedial measures approved under this plan.

FIGURES



WHITTIER PENINSULA
 GRANGE-AUDUBON NATURE CENTER
 OPERATIONS AND MAINTENANCE PLAN

FIGURE 1

PROPERTY LOCATION MAP

SOURCE: SOUTHWEST COLUMBUS, OHIO
 7.5 MINUTE U.S.G.S. QUADRANGLE MAP

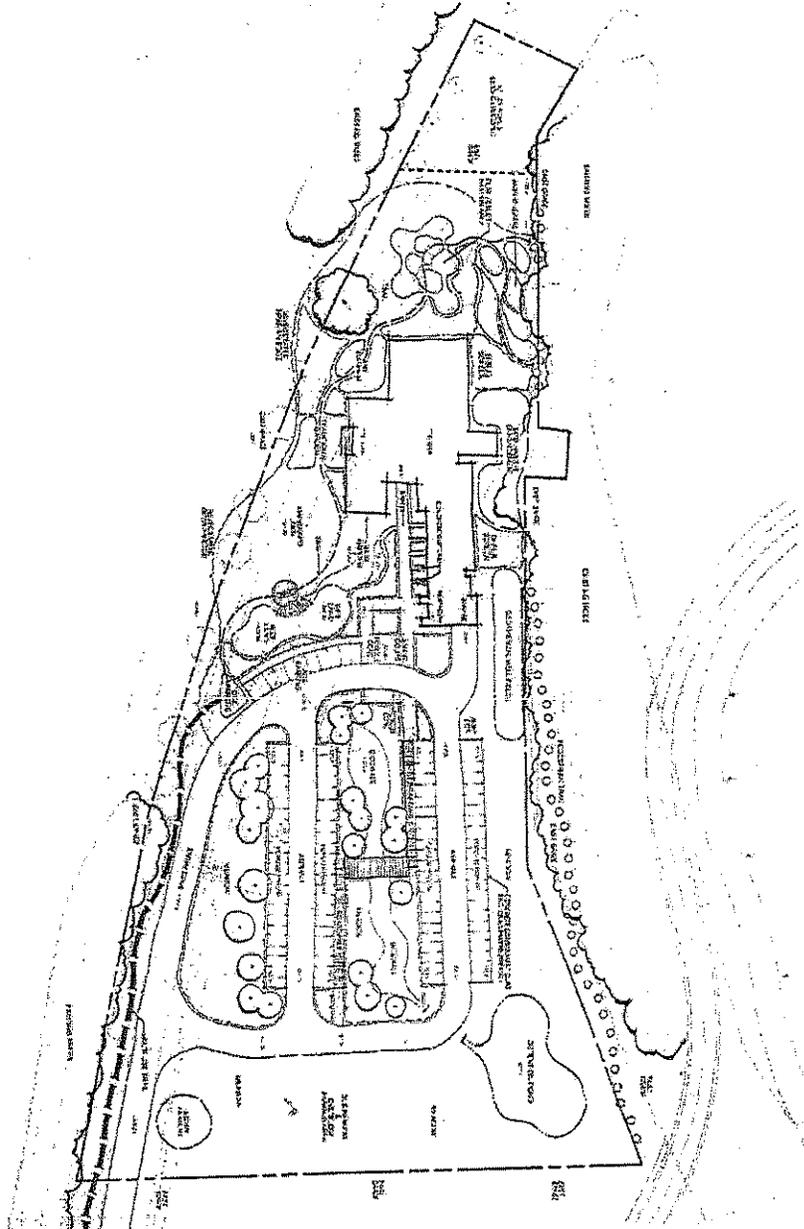
BURGLASS AND NIPLE, INC.
 ENGINEERS & ARCHITECTS

SCALE: 1" = 100'
 DATE: NOV. 2007

744.03 744.04 744.05 744.06 744.07 744.08 744.09 744.10 744.11 744.12 744.13 744.14 744.15 744.16 744.17 744.18 744.19 744.20 744.21 744.22 744.23 744.24 744.25 744.26 744.27 744.28 744.29 744.30 744.31 744.32 744.33 744.34 744.35 744.36 744.37 744.38 744.39 744.40 744.41 744.42 744.43 744.44 744.45 744.46 744.47 744.48 744.49 744.50 744.51 744.52 744.53 744.54 744.55 744.56 744.57 744.58 744.59 744.60 744.61 744.62 744.63 744.64 744.65 744.66 744.67 744.68 744.69 744.70 744.71 744.72 744.73 744.74 744.75 744.76 744.77 744.78 744.79 744.80 744.81 744.82 744.83 744.84 744.85 744.86 744.87 744.88 744.89 744.90 744.91 744.92 744.93 744.94 744.95 744.96 744.97 744.98 744.99 745.00

Grange Insurance Audubon Center

Schematic Site Plan



NO.	DATE	BY	DESCRIPTION
1	5/22/08	DC	ISSUED FOR PERMIT
2			
3			
4			
5			



BURGESS & NIPLE

GRANGE-AUDUBON CENTER PROPERTY
OPERATIONS AND MAINTENANCE PLAN

DATE	5/22/08
SCALE	AS SHOWN
PROJECT NO.	841722
CLIENT	GRANGE
DESIGNED BY	DC
CHECKED BY	DC
DATE	5/22/08

FIGURE 3
SCHEMATIC SITE PLAN

SCALE	1" = 100'
DATE	5/22/08
BY	DC
CHECKED BY	DC
DATE	5/22/08



GENERAL NOTES:

1. THIS PLAN IS A SCHEMATIC SITE PLAN AND IS NOT TO BE USED FOR CONSTRUCTION.
2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
3. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY SURVEY DATA.
4. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITY LOCATIONS.
5. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY EROSION CONTROL MEASURES.
6. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY TREE REMOVAL PERMITS.
7. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY TREE REPLACEMENT PERMITS.
8. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY TREE PROTECTION PERMITS.
9. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY TREE SURVEY DATA.
10. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY TREE REMOVAL AND REPLACEMENT DATA.
11. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY TREE PROTECTION DATA.
12. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY TREE SURVEY DATA.
13. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY TREE REMOVAL AND REPLACEMENT DATA.
14. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY TREE PROTECTION DATA.
15. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY TREE SURVEY DATA.
16. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY TREE REMOVAL AND REPLACEMENT DATA.
17. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY TREE PROTECTION DATA.
18. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY TREE SURVEY DATA.
19. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY TREE REMOVAL AND REPLACEMENT DATA.
20. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY TREE PROTECTION DATA.

EXHIBIT 3

FINANCIAL ASSURANCE

(Summary of approved Columbus City Council ordinance 1867-2007 – complete copy
available upon request as public record)



City of Columbus

Office of City Clerk
 90 West Broad Street
 Columbus OH 43215-9015
 columbuscitycouncil.org

Matter Summary (Generic)

File Number	Title	Current Status
1867-2007	<p>Ordinance</p> <p>To authorize the Director Recreation and Parks to enter into a Guaranteed Maximum Price Reimbursement Agreement under Section 186 of the Columbus City Charter with the Columbus and Franklin County Metropolitan Park District; to waive the competitive bidding provisions of Chapter 329 of the Columbus City Codes; to authorize the expenditure of \$1,050,000; and to declare an emergency. (\$1,050,000)</p>	Passed
	Introduced: 11/5/2007	<p>Controlling Body: Recreation and Parks Committee</p>

Whittier Peninsula Grange-Audubon Nature Center
Director's Final Findings and Orders / Covenant Not to Sue

Exhibit 6
Risk Mitigation Plan

Risk Mitigation Plan

*Whittier Peninsula
Proposed Grange Audubon Nature Center
Columbus, Ohio*

Prepared for:

City of Columbus
109 North Front Street
Ground Floor
Columbus, Ohio

November 2007
Revised June 2008

RISK MITIGATION PLAN

**WHITTIER PENINSULA
PROPOSED GRANGE AUDUBON CENTER
COLUMBUS, OHIO**

PREPARED FOR:

**CITY OF COLUMBUS
COLUMBUS, OHIO**

PREPARED BY:

**BURGESS & NIPLE, INC.
5085 REED ROAD
COLUMBUS, OHIO 43220**

**THOMAS J. MIGNERY, VAP CP
CERTIFIED PROFESSIONAL NO. 125**

**NOVEMBER 2007
REVISED JUNE 2008**

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2	Site Plan

1.0 INTRODUCTION

1.1 Purpose

The City of Columbus (Columbus) contracted with Burgess & Niple, Inc. (B&N) to prepare a Human Health Risk Assessment (HHRA) in conformance with the Ohio Environmental Protection Agency (EPA) Voluntary Action Program (VAP) for their property located on the Whittier Peninsula. The HHRA focused on the western 26.611 acres of the Whittier Peninsula which will be used for the proposed Grange Audubon Nature Center (Property). A Property Location Map is displayed as **Figure 1**. The frontal addresses of the three parcels associated with the Property are listed below:

- 460 West Whittier Street – Columbus Recreation & Parks Supply Warehouse
- 440 West Whittier Street – Columbus Recreation & Parks Service Garage
- 420 West Whittier Street – Columbus Recreation & Parks Administration.

As part of the HHRA to achieve the standards for construction and excavation activities during and after redevelopment, this Risk Mitigation Plan (RMP) has been submitted for the 26.611-acre Property displayed on **Figure 2**.

As described in Ohio Administrative Code (OAC) 3745-300-15(B)(7), Risk mitigation measures are the “health and safety precautions and other such remedial activities that mitigate or eliminate human exposure to the chemicals of concern at a property. Risk mitigation measures provide protection and reduce the risk to persons working in construction or excavation in environmental media from exposure of chemicals of concern above target risk or hazard goals ... for activities that may breach the point of compliance (POC)...”. This RMP details the measures needed to meet this objective as described below.

1.2 Site History

The Whittier Peninsula, the area containing the Property and surrounding areas, has historically been used for a number of industrial facilities and processing plants, as well as being owned, in part, by railroad companies. Specific land uses have included, or currently include, a railroad transportation corridor, concrete manufacturing, reported use as a landfill, recreation and parks department office space and light equipment repair, and a police impound lot. The following discusses historical practices particular to our Property, 420 to 460 Whittier Street and the bike path along the Scioto River, west of Whittier Street.

The Recreation and Parks buildings (420 to 460 West Whittier Street) are located on the east side of Whittier Street in the central portion of the Property. At the time of the Phase I Property Assessment, the Property consisted of the three Recreation and Parks buildings: the Parks Maintenance building, the buildings located at 420 and 460 West Whittier, and several greenhouse structures. The area to the west of the three buildings was used for equipment storage. Portions of the Southern Tier of Whittier Peninsula were previously used for disposal of solid waste, which ceased operations in approximately 1936. Review of aerial photographs indicates that fill placement, such as concrete, from operations on the former Universal Concrete property may have continued until the 1960s. The Recreation and Parks buildings have been razed in the spring of 2008 in preparation for site development.

A bike/walking path is located along the Scioto River, west of Whittier Street, and is currently occupied by dense shrubbery and mature tree growth. This area of the Property also extends along the Property interface with the Scioto River to the north where it terminates at an intersection with Interstate 70 (I-70). Currently, there are no plans to redevelop this portion of the Property.

The intended future use of the Property is for an urban park and/or nature preserve, and the proposed Grange Audubon Nature Center, essentially recreational land use. There are no recreational land-use standards under the VAP; therefore, they were developed using property-specific data as part of the HHRA, also referred to as the Property-specific risk assessment. For this Property, recreational land use is a modification of the residential land use category. However, recreational land-use terminology will be used throughout most of this report.

Results of the Phase I and Phase II Property Assessments indicate that the COCs on the Property are metals and polynuclear aromatic hydrocarbons (PAHs) resulting from historical industrial practices at the Property. The environmental media involved in the Phase II Property Assessment are soil and groundwater.

An HHRA was conducted based upon the results of the Phase II. Results of the risk assessment indicate that the Property will meet the VAP applicable standards within the 2-foot POC upon completion of the operation and maintenance plan activities which include the addition of clean fill material from a depth of 2 to 5 feet within areas of IA-4 and IA-7 and upon implementation of several institutional controls, which consist of the following:

- An environmental covenant defining land uses as recreational, commercial or industrial, to support the risk assessment-based standards for the Property. Residential development

of the Property will be prohibited.

- The environmental covenant will also prohibit potable and nonpotable extraction and use of groundwater at the Property except for purposes of monitoring, remediation or excavation and construction activities.

This RMP provides instructions for protecting construction and excavation workers against potential exposure to the chemicals of concern that remain in environmental media beneath the POC. In addition, groundwater surrounding IA-4 within IA-7 (in particular, areas along Whittier Street) contain concentrations of polynuclear aromatic hydrocarbon compounds (PAHs) and barium above Unrestricted Potable Use Standards (UPUS). Groundwater was encountered at approximately 23 feet below ground surface (bgs). Utilizing the RMP, anytime the 2-foot POC is breached anywhere on the Property, will protect the construction/excavation worker on the Property. In addition, the results of the HHRA identify that there is a limitation for a construction worker to be in contact with impacted soils and groundwater on the basis of 60 days per year. This is a conservative maximum limit based on Identified Area (IA)/Risk Unit (RU) Nos. 2 and 4 (northeastern partition of the VAP Property). Moreover, the reasonably anticipated exposure is much more limited due to the proposed development intention of limiting soil excavations to only subsurface utility trenches, due to the proposed placement of clean fill on top of impacted soils.

1.3 Implementing the RMP

1.3.1 Requirements

As mentioned above, the RMP applies any time work is to be performed at 2 feet or below on the Property. The RMP also applies to the POC established based on the finished ground surface elevation. (A final elevation survey will be submitted to Ohio EPA as part of the O&M Plan.) This will typically include construction and excavation work. All workers performing construction/excavation activities should have the following training:

- 40-hour health and safety training (using protocol consistent with that for hazardous waste workers);
- 8-hour annual refresher training;
- Respirator fit testing; and
- Medical surveillance.

As noted below, all contractors will be notified of this RMP and its application for any work performed below the 2-foot POC. Prior to initiating any such construction or excavation activities, the contractor will be required to conduct a health and safety training session to review pertinent project-related health and safety issues. This may include the following:

- Site safety plan;
- Physical and chemical hazards which may be encountered on site;
- Typical symptoms for various exposure levels of known site contaminants;
- Personal protective clothing, its uses and limitations;
- Personal and equipment decontamination procedures;
- Emergency response and evacuation procedures;
- Air-monitoring-data interpretation and action levels;
- Location of first aid equipment;
- Location of the list of emergency phone numbers;
- Directions to the nearest medical facilities;
- Locations of sanitary facilities.

The site health and safety officer may hold daily safety meetings (discretionary) with all site personnel to review previous day's activities and relevant data.

1.3.2 Area Covered by RMP

To be conservative, the RMP applies to any area within the 26.611-acre Property boundary as shown on Figure 2.

1.3.3 Notification to Contractors

The City (or other Owner of the Property) is responsible for notifying the Contractor of this RMP. Moreover, the intent of the City is to provide the RMP in all construction bid documents associated with the Property development. Note that this RMP does not replace any OSHA requirements that may apply at the site. This RMP imposes measures to protect construction and excavation workers from exposure to contamination that may exist in environmental media above VAP construction/excavation standards.

1.3.4 Contractor Communications

The Contractor is responsible for understanding and following this RMP. The Contractor may incorporate the information into the Contractor's HASP, i.e., to coordinate site activities. The Contractor is responsible for communicating the information to all Contractor workers and its Subcontractors on the Property.

2.0 SUMMARY OF POTENTIAL HEALTH RISKS

Potential hazards associated with the affected portion of the Property involve potential exposure to soil with lead concentrations in excess of the VAP construction/excavation worker standard and exposure to groundwater with PAH and barium concentrations which exceed UPUS. The presence of lead in exceedance of VAP standards and PAHs in excess of UPUS present direct-contact issues.

Under normal ambient conditions, lead will not volatilize to become an airborne hazard. Worker contact may occur through dermal contact and inhalation of contaminated airborne dusts. Skin contact and contamination of clothing with soils should be avoided within excavation areas and around excavated soils. Efforts should be taken to limit worker exposures to the greatest extent possible. Use of personal protective equipment (PPE) outlined in this RMP will help to prevent skin contact and contamination of clothing. Ingestion of site contaminants is also a potential hazard. Following good personal hygiene habits will limit the unintentional ingestion of contaminant residue from hand-to-mouth actions (eating, smoking, drinking, etc.). As discussed in the next section, the Contractor's Site Safety Officer will determine the level of PPE required if that person considers a more protective level of PPE than this RMP specifies

In addition, although PAHs and barium exceed UPUS in shallow groundwater in the shallow saturated zone, neither readily volatilize under normal conditions. Therefore, these are not expected to be an inhalation issue. As such, skin contact and contamination of clothing with impacted shallow ground water anywhere beneath the site should be avoided within excavation areas which reach the saturated zone. Efforts should be taken to limit worker exposures to the greatest extent possible. Use of PPE outlined in this RMP will help to prevent skin contact and contamination of clothing. Ingestion of site contaminants is also a potential hazard. Following good personal hygiene habits will limit the unintentional ingestion of contaminant residue from hand-to-mouth actions (eating, smoking, drinking, etc.). As discussed in the next section, the Contractor's Site Safety Officer may determine the level of PPE required beyond the requirements of this RMP

3.0 PRECAUTIONS AGAINST EXPOSURE

The following presents procedures for mitigating exposure to COCs during construction/excavation activities on the Property. At a minimum, the following procedures should be followed:

- Wear clothes that limit skin area available for contact with soil below 2 feet. This should include wearing gloves, hard hats, long sleeve shirts, and long pants.
- When in contact with water from the shallow saturated zone, wear 'slosh' boots (knee boots which are waterproof), water-resistant gloves, and potentially clothing (such as Tyvek® coveralls) that will limit skin area available for contact with the impacted groundwater.
- Wash hands frequently and before eating and smoking breaks.
- Wash hands and other exposed skin before leaving the work area.
- Cover cuts, scrapes, and other open skin areas.
- Remove work clothes after leaving the Property, and wash hair and body.

Specifically, Standard Level D PPE should be worn. The Standard Level D involves the following:

- Safety glasses, steel toe/shank safety boots, hardhat, and gloves. Tyvek® coveralls and rubber gloves are optional.

In addition, if excessive dust is being generated during excavation, some type of dust suppression, such as wetting the soils, may be warranted.

The Site Health and Safety Plan should be followed to determine if an upgrade to the PPE level of protection or monitoring is needed for the work at the Property.

4.0 HANDLING ENVIRONMENTAL MEDIA

Soil generated during construction or excavation activities from anywhere on the Property should be handled consistent with the applicable environmental regulations, as described further below. The shallow groundwater is approximately 23 feet below grade and is not expected to be an issue for construction/excavation activities on this Property, with the exception of the area within IA-4 and IA-7, in particular, the area along Whittier Street. PAHs and barium above UPUS have been detected in the groundwater within IA-4 and IA-7. If the shallow groundwater is to be removed from beneath the Property, the groundwater will be containerized and properly disposed. Any groundwater needing removal and disposal off the Property should be taken to a licensed disposal facility consistent with the VAP regulations and other Ohio EPA waste disposal regulations. It is important to note that the handling and relocation actions will be consistent with applicable waste management laws and the approved OAC 3745-27-13 permit application.

Soils excavated from beneath the proposed POC can be relocated on site or off site to disposal areas identified within the OAC 3745-27-13 authorization as long as the impacted soil is ultimately covered by clean fill placement of a minimum thickness of 2 feet. The opportunity also exists for the Owner to remove and dispose of the impacted soil at a licensed solid waste disposal facility. (The Operations and Maintenance Plan outlines how excavated soils for remediation are to be handled.) The remaining soils can be handled as follows:

- Following completion of the interim remedy, soils excavated from the top 2 feet can be placed anywhere on the Property, which is the POC for the Property. Keep in mind that the top 2 feet need to always meet the POC and need to be replaced with clean fill meeting VAP recreational land use standards identified in the Phase II.
- Soil excavated beneath the 2-foot POC can not be mixed with soil within the 2-foot POC, and can be placed back only beneath the 2-foot POC, or properly disposed of off the Property or covered with clean soil on Property. This soil cannot remain on the surface of the Property. Keep in mind that the top 2 feet need to always meet the POC and need to be replaced with clean fill meeting VAP recreational land use standards identified in the Phase II.

Any soil needing removal and disposal off the Property or the designated disposal areas described in the OAC 3745-27-13 authorization should be taken to a licensed disposal facility consistent with Ohio EPA

waste disposal regulations.

5.0 ANNUAL NOTIFICATION

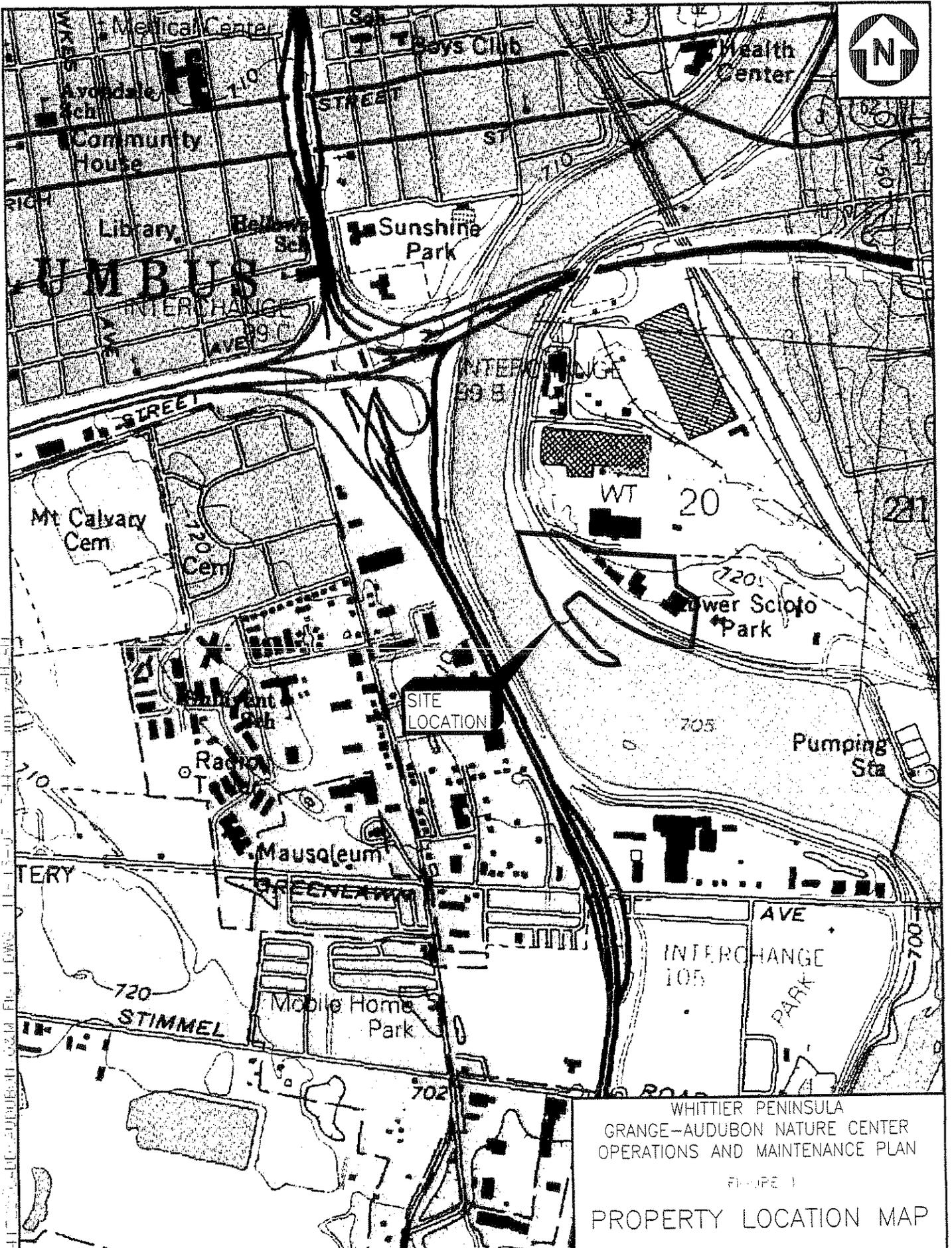
The City (or other Owner) must notify the Director of Ohio EPA annually as to whether the RMP was implemented. If it was implemented, the notification must include the following:

- Events that required implementation;
- Types of exposures to hazardous substances or petroleum that occurred;
- Risk mitigation measures undertaken, including handling and disposal of soil; and
- Identification that the 60-day per year exposure for a construction worker was met.

This notification should be made annually to the Director of the Ohio EPA.

6.0 TERMINATION OF RISK MITIGATION PLAN

The RMP applies as long as the property exceeds the applicable VAP standards for construction/excavation activities. The RMP will no longer be needed and may be terminated if, in the future, the Property meets applicable excavation and construction standards below the 2-foot POC as demonstrated within a new No Further Action Letter and Covenant Not to Sue.



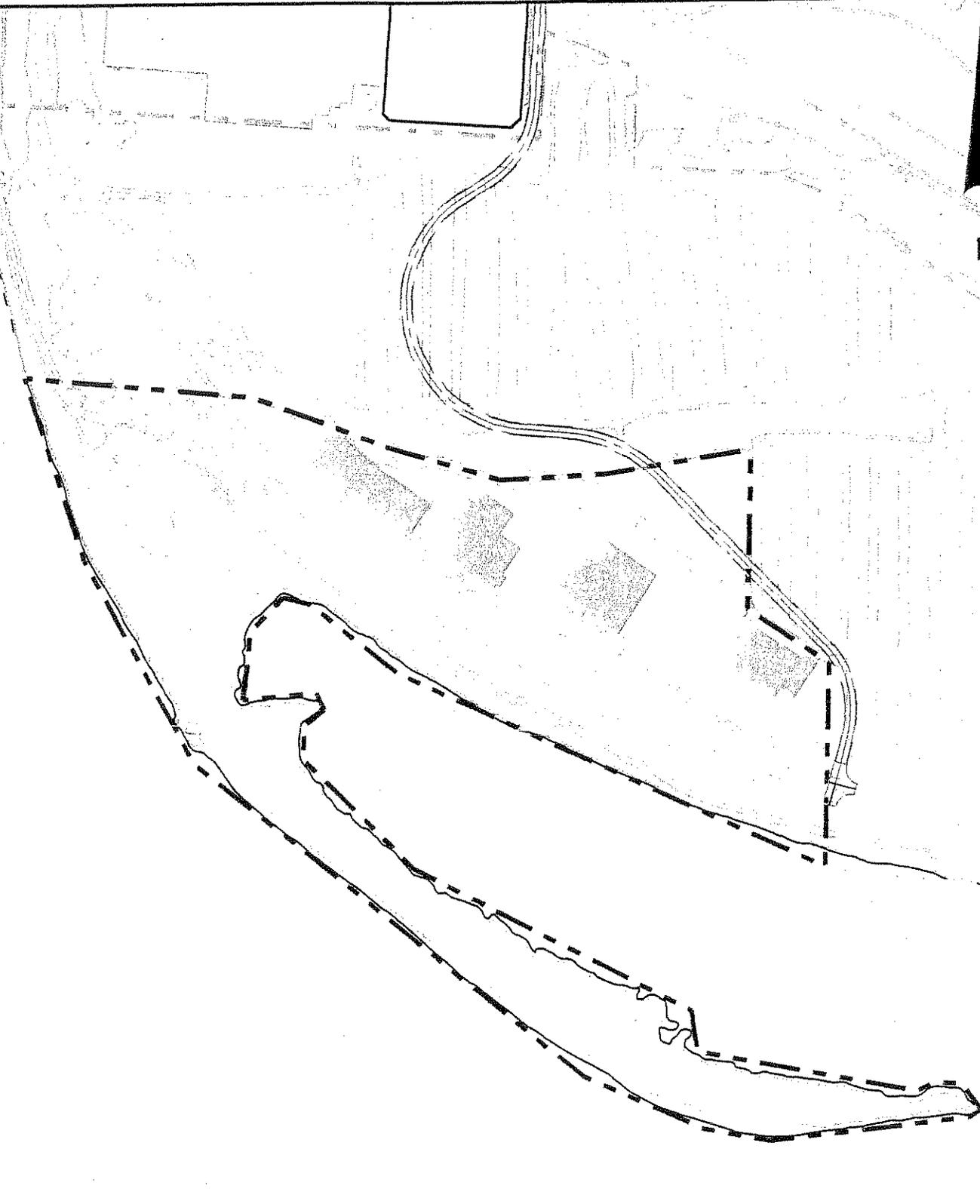
WHITTIER PENINSULA
 GRANGE-AUDUBON NATURE CENTER
 OPERATIONS AND MAINTENANCE PLAN
 FIGURE 1
 PROPERTY LOCATION MAP

SOURCE: SOUTHWEST COLUMBUS, OHIO
 7.5 MINUTE U.S.G.S. QUADRANGLE MAP

ENGINEERS & ARCHITECTS
 SCALE: 1" = 100'
 DATE: 10/1/2007

PLOTTED: 6/4/2008 10:26:07 AM

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LEGEND



PROPERTY BOUNDARY



FORMER STRUCTURES

NOTE: RMP APPLIES TO ENTIRE PROPERTY

WHITTIER PENINSULA
GRANGE-AUDUBON
NATURE CENTER PROPERTY

FIGURE 2

**PROPERTY MAP
RISK MITIGATION PLAN**

BURGESS AND NIPLE, INC.
ENGINEERS & ARCHITECTS

SCALE: 1"=150'
DATE: JUNE 2008