
Memorandum

To: Greg Heath, Finance Director
From: Brent Damman, Zoning Administrator. *BD*
Date: 6/11/2002
Subject: Certification of expenditure of City funds for lawn cutting @ 823 Oakwood Ave. Napoleon, Ohio. Henry County Auditor parcel number - 41-009723-0020, 41-009723-0040, 41-009723-0060 being lots 1-14 and lot 20 including a vacated alley in H. Yeager's 3rd Addition.

This memo is to certify that a public nuisance has been abated at the subject site in accordance with City Property Maintenance Code section PM107. Mr. Richard Storch was contracted on May 28, 2002 to cut said lawn for the amount of seventy five (\$75.00) dollars. I have personally spent three (3) hours on the case and my staff has spent an additional hour producing notices. The total administrative and staff cost being one hundred three (\$103.00) dollars. Please assess these combined figure's to the property.



City of NAPOLEON, OHIO

255 RIVERVIEW AVENUE, P.O. BOX 151
NAPOLEON, OHIO 43545-0151
(419) 592-4010

January 18th, 1995

Mr. Max Kelly
The Heller Aller Co. Inc.
823 Oakwood Ave.
Napoleon, Ohio 43545

Mayor
Robert G. Heft

Re. Land Zoning

Members of Council
John E. Church, President
Michael J. DeWit
James Hershberger
Sarah Peper
Terri A. Williams
Travis B. Sheaffer
Charles E. Burgoon

Dear Mr. Kelly

Please take note The Heller Aller Co. property at the corner of Oakwood Ave. & N. Perry St. Napoleon Ohio is situated in a "I-1" Enclosed Industrial Zoning District. I have enclosed a copy of the "I-1" Zoning District restrictions and list of permissible uses within it as well as a zoning map which shows the district boundary lines.

City Manager
Terry Dunn

The "I-1" Zoning District has a rather broad list of permissible uses within it, also please take note that Special and Conditional Use permits may be issued by City Council for uses not normally permitted within the "I-1" Zoning District so long as the proposed use is compatible with the surrounding property uses.

Finance Director
Rupert W. Schweinhagen

The City would also be interested in re-zoning the subject property to "GB" General Business.

Law Director
David M. Grahm

Please contact me if you have questions, at 592-4010, 8-5 weekdays.

City Engineer
Marc S. Gerken

Sincerely

Brent N. Damman
Building & Zoning
Administrator
ADA Official

00173001.06



City of NAPOLEON, OHIO

255 WEST RIVERVIEW AVENUE, P.O. BOX 151
NAPOLEON, OHIO 43545-0151
(419) 592-4010
FAX (419) 599-8393

April 5, 1999

Mayor
Donald M. Stange

Mr. Greg Popoff
Occupational Safety and Health Administration
Federal office Building
234 N. Summit Street, Room 734
Toledo, OH 43604

Members of Council
Michael J. DeWit, President
Terri A. Williams
James Hershberger
Travis B. Sheaffer
Char Weber
David F. Miller, Jr.
Glenn A. Miller

City Manager
Dr. Jon A. Bisher

Finance Director
Gregory J. Heath

Law Director
David M. Grahn

City Engineer
Adam C. Hoff, P.E.

Re. Demolition project at 823 Oakwood Ave. Napoleon, Ohio AKA Heller/Aller property.

Dear Mr. Popoff

The subject demo job was mandated by the City of Napoleon as a result of nuisance complaints filed to my office over the past three years. We have tried to keep the job moving along as it poses a real fire threat to the surrounding properties. In speaking with you I had stated that I would provide you with the information your department is requesting in an effort to save the demo contractor time. Mr. Larry Irving Jr. president of L. J. Irving & Sons Inc. has been working in the City of Napoleon for the past several years and has always complied with the requirements of the City. The allegation made against Mr. Irving and the site conditions in my mind are unfounded. I have monitored this project from the beginning and have noted that Mr. Irving has followed very strict safety practices as displayed in the enclosed photos. Also we received a clean bill of health from HAZCORP as shown on the enclosed EPA notification form. I am not aware that he has violated any OSHA regulations or EPA regulations during this project.

"NOTE OF INTEREST" The allegations made to your office appear to be the result of a disgruntled employee of the scrap metal dealer who is removing the scrap metal from the site. Mr. Irving had filed a complaint with his employer regarding his work hours and practices, it would appear that this individual is trying to retaliate against Mr. Irving. Certainly there is no excuse for violating OSHA and EPA regs., but I do not believe that Mr. Irving has done so.

If you would need additional information or have questions regarding this project please contact my office.

Sincerely

Brent N. Damman
Zoning Administrator

OHIO ENVIRONMENTAL PROTECTION AGENCY NOTIFICATION OF DEMOLITION AND RENOVATION

Operator Project #:	Postmark:	Date Received:	Notification #:
Original <input checked="" type="checkbox"/>		Revised <input type="checkbox"/>	Cancelled <input type="checkbox"/>

I. TYPE OF NOTIFICATION:

II. FACILITY INFORMATION:

Owner Name: The Heller Aller Co., Inc. James H. Bradner, President

Address: P.O. Box 415 State: Ill Zip-code: 60040-0145

City: Highwood Telephone: _____

Contact: James H. Bradner Jr. License #: _____

Removal Contractor: _____

Address: _____ State: _____ Zip-code: _____

City: _____ Telephone: _____

Contact: _____

Other Operator: (demolition/general) L.J. Irving & Sons Inc.

Address: 13899 Co. Rd. R Zip-code: 43545

City: Napoleon State: Ohio Telephone: 419-592-8456

Contact: Larry Irving Jr.

III. TYPE OF OPERATION: (D=Demo Q=Ordered Demo R=Renovation E=Emergency Renovation):

YES NO DEMO

IV. IS ASBESTOS PRESENT? (check one)

V. FACILITY DESCRIPTION (include building name, number and floor or room number)

Building Name: HELLER ALLER COMPANY

Address: 823 OAKWOOD State: OH County: HRN 25

City: NAPOLION

Site Location (specific): PARRY & OAKWOOD

Building Size (Square Feet): 24,500 # of Floors: 2 Age in Years: 113

Present Use: _____ Prior Use: _____

VI. PROCEDURE AND ANALYTICAL METHOD, IF APPROPRIATE USED TO DETECT THE PRESENCE OF ASBESTOS MATERIAL:

NO ASBESTOS PRESENT, NO SAMPLES OBTAINED 3/31/99

Ohio Asbestos Hazard Evaluation Specialist: JOHN A. CAMPBELL Certification #: 32329

Specialist Signature: [Signature]

VII. APPROXIMATE AMOUNT OF ASBESTOS MATERIALS

	RACM To be Removed	Nonfibrous Asbestos Material Not to be Removed		Indicate Unit of Measurement Below (Check Box) UNIT		
		Category I	Category II	Linear Feet	Linear Meters	Square Meters
Pipes				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Surface Area				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Volume RACM of Facility Components				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VIII. DATES FOR ASBESTOS REMOVAL (MM/DD/YY)

Hours of Operation: _____ Start: _____ Complete: _____

Days of the Week: Monday Tuesday Wednesday Thursday Friday Saturday Sunday

IX. SCHEDULED DATES OF DEMOLITION OR RENOVATION:

Start: 3-30-99 Complete: 4-10-99

Complete all unshaded spaces, except, demolitions which involve less than 100 square feet, 200 linear feet or 1 cubic meter of RACM need not complete spaces VII, XI, XII, XIII, XVI, and XV. Notifications for Emergency Demolitions or Emergency Renovations must supply attachments.

OHIO ENVIRONMENTAL PROTECTION AGENCY

Asbestos Demolition and Renovation Notification Form Page 2

X. DESCRIPTION OF PLANNED DEMOLITION OR RENOVATION WORK AND METHOD(S) TO BE USED:

DEMOLITION W/TRACTOR EQUIPMENT

XI. DESCRIPTION OF WORK PRACTICES AND ENGINEERING CONTROLS TO BE USED TO PREVENT EMISSIONS OF ASBESTOS AT THE DEMOLITION AND RENOVATION SITE:

WET MATERIAL ALTHOUGH NO ASBESTOS IS CURRENTLY PRESENT

XII. WASTE TRANSPORTER #1

Name: _____
 Address: _____ State: _____ Zip-code: _____
 City: _____ Telephone: _____
 Contact Person: _____

WASTE TRANSPORTER #2

Name: _____
 Address: _____ State: _____ Zip-code: _____
 City: _____ Telephone: _____
 Contact Person: _____

XIII. WASTE DISPOSAL

Name: _____
 Address: _____ State: _____ Zip-code: _____
 City: _____ Telephone: _____
 Contact Person: _____

XIV. EMERGENCY DEMOLITION: (complete item XIV and all other sections; only if this project is an Emergency Demolition)

- 1.) Attach a copy of the Order to this notice:
- 2.) Name of Authority issuing Order: _____ Title: _____
- 3.) Authority of Order (Citation of Code): _____ Date Ordered to Begin: _____
- 4.) Date of Order (MM/DD/YY): _____

XV. EMERGENCY RENOVATION (Attach separate sheet with the following information if project is Emergency Renovation)

1. Date and Hour of the Emergency
2. Description of the Sudden; Unexpected Event
3. Explanation of how the event caused unsafe conditions or would cause equipment damage or an unreasonable financial burden

XVI. DESCRIPTION OF PROCEDURES TO BE FOLLOWED IN THE EVENT THAT UNEXPECTED ASBESTOS IS FOUND OR PREVIOUSLY NONFRIABLE ASBESTOS MATERIAL BECOMES CRUMBLER, PULVERIZED OR REDUCED TO POWDER.

IF ANY ASBESTOS IS ENCOUNTERED WORK WILL STOP AND A LICENSED CONTRACTOR WILL BE CALLED IN TO PROPERLY REMOVE & DISPOSE OF THE MATERIAL.

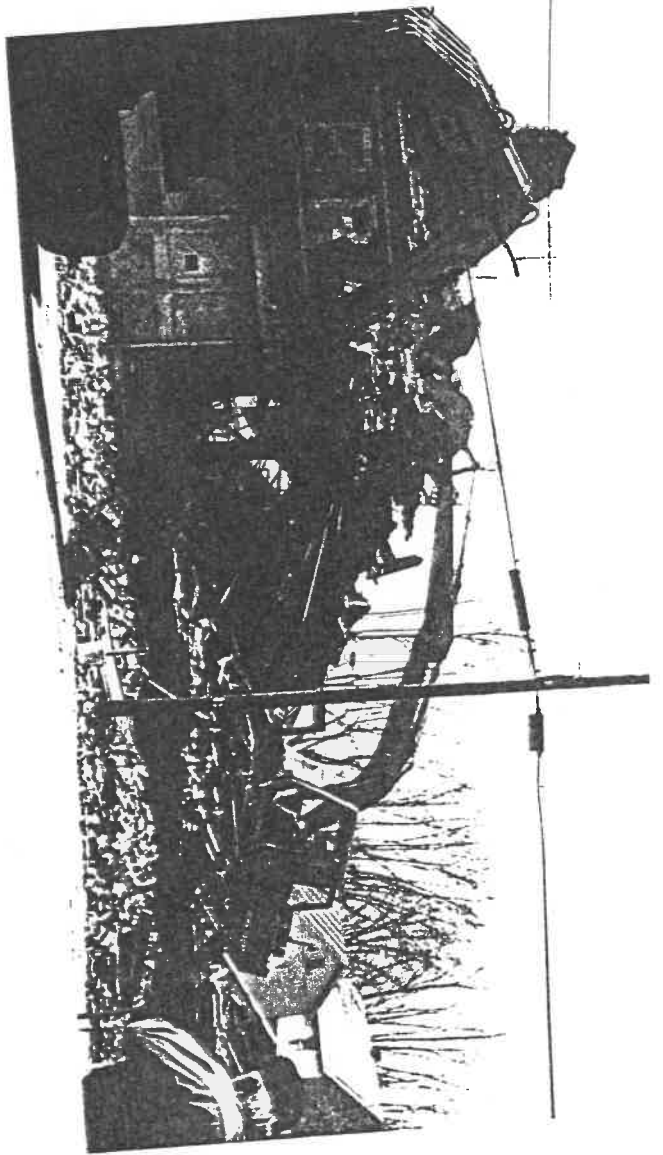
XVII. I CERTIFY THAT AN INDIVIDUAL TRAINED IN THE PROVISIONS OF NESHAPS (40 CFR PART 61, SUBPART M) WILL BE ON-SITE DURING THE DEMOLITION OR RENOVATION AND EVIDENCE THAT THE REQUIRED TRAINING HAS BEEN ACCOMPLISHED BY THIS PERSON WILL BE AVAILABLE DURING NORMAL BUSINESS HOURS. (Required after November 29, 1994)

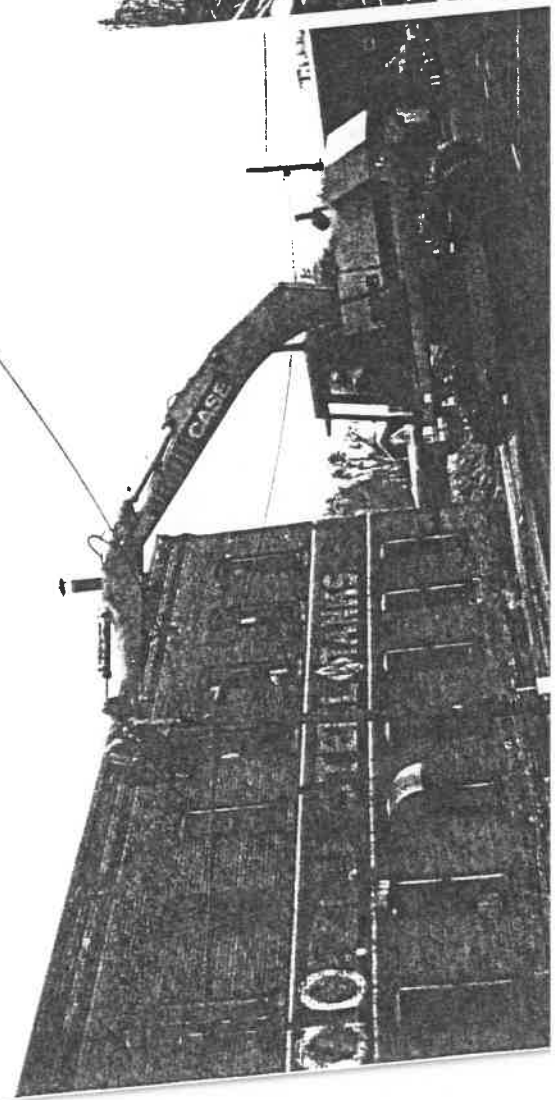
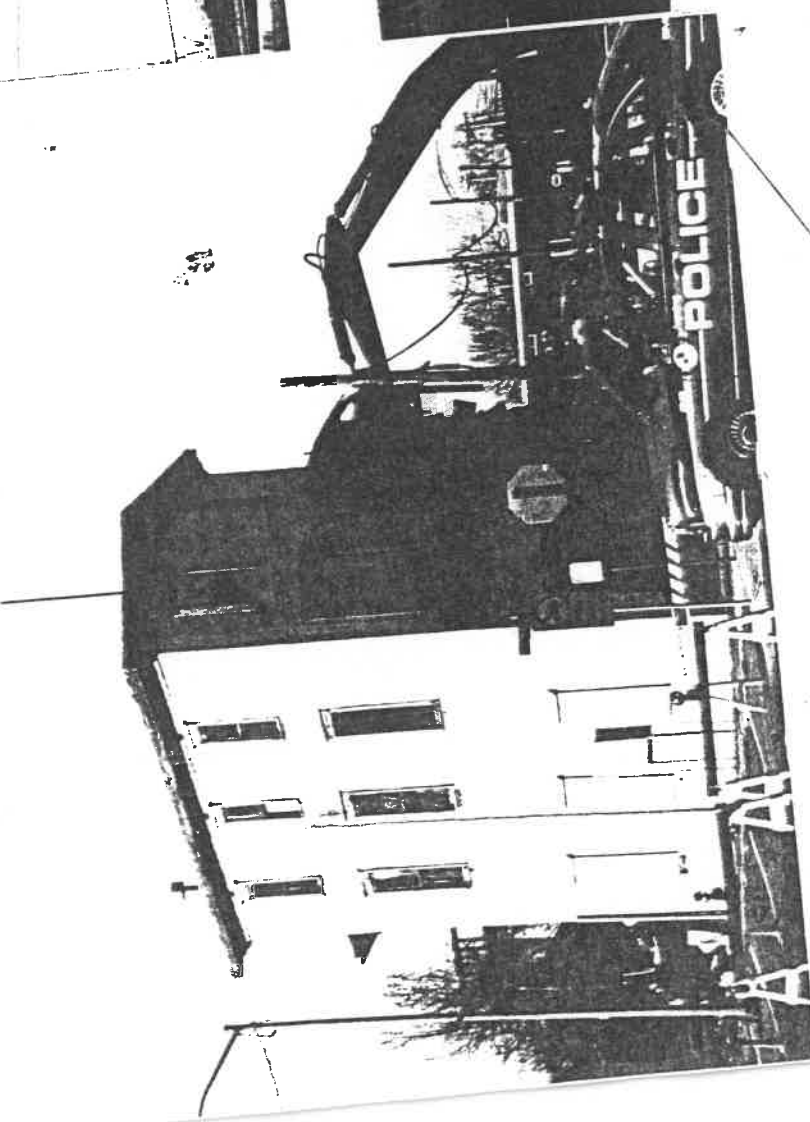
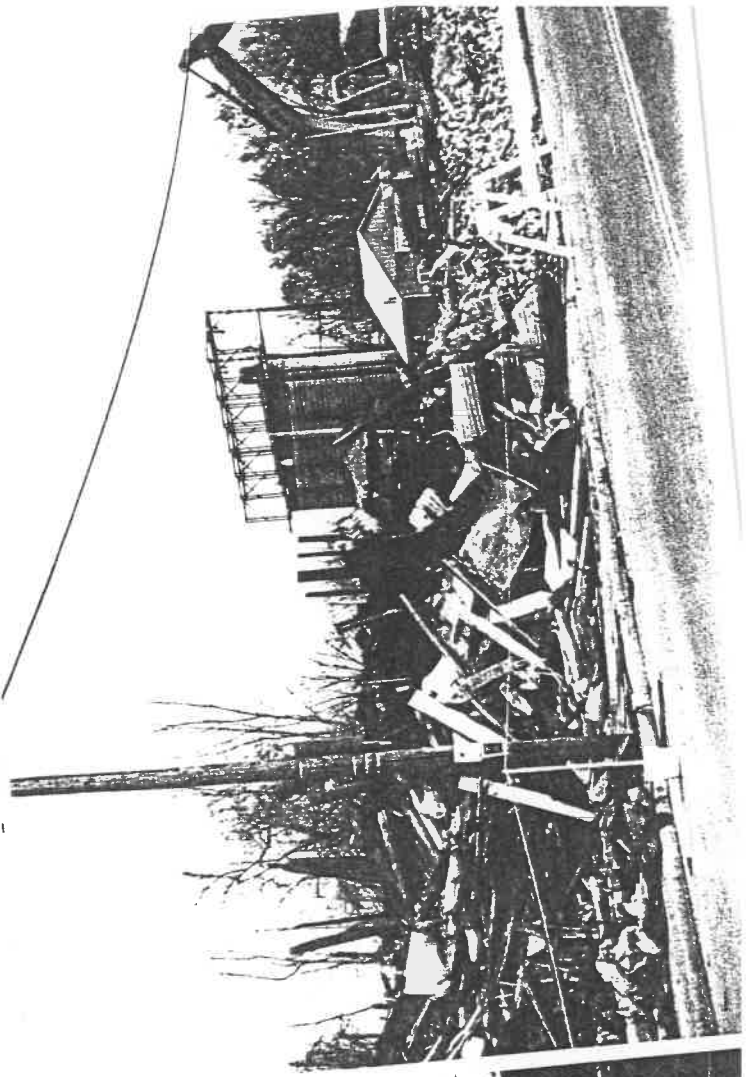
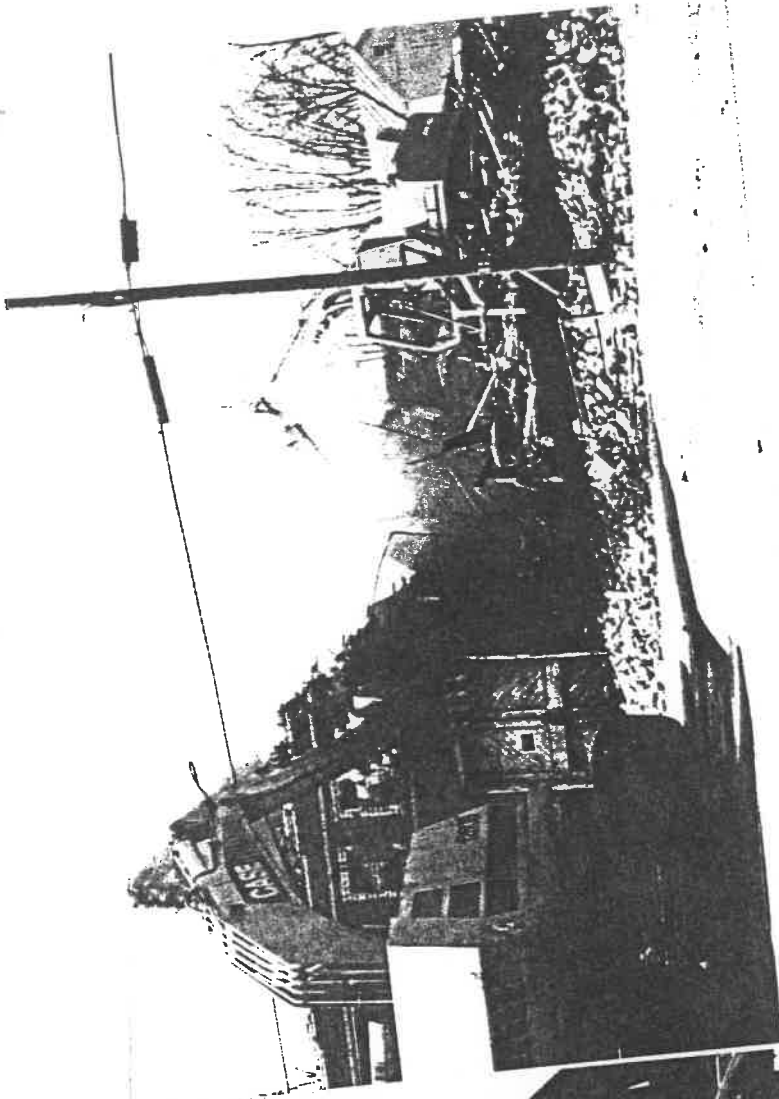
Signature of Owner/Operator: *[Signature]* Date: 3-31-99 Type or Print Name and Title: *L. J. IRVING JR SON PRES*

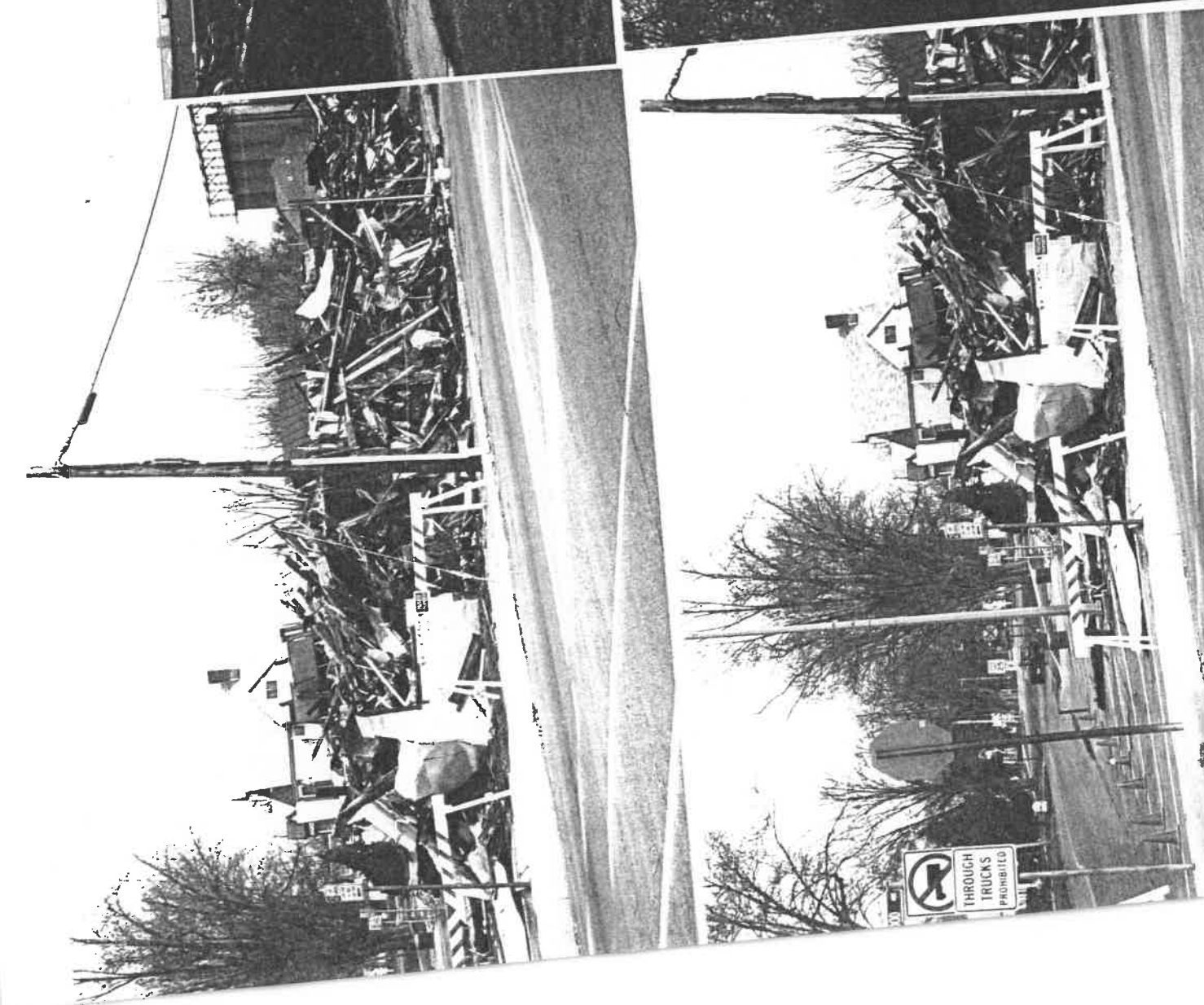
XVIII. I CERTIFY THAT THE ABOVE INFORMATION IS TRUE, ACCURATE AND COMPLETE:

Signature of Owner/Operator: *[Signature]* Date: 3-31-99 Type or Print Name and Title: *L. J. IRVING JR SON PRES*

All notices must be submitted at least ten WORKING days before demolition or renovation begins, except emergency demolitions and emergency renovations (see regulation) which must be submitted as soon as possible before operations begin.







City of NAPOLEON, OHIO

255 WEST RIVERVIEW AVENUE, P.O. BOX 151
NAPOLEON, OHIO 43545-0151
(419) 592-4010
FAX (419) 599-8393



April 28, 1999

To whom it may concern

Mayor
Donald M. Stange

Re. Certification of completion of demolition at 823 Oakwood Ave.

Members of Council
Michael J. DeWit, President
Terri A. Williams
James Hershberger
Travis B. Sheaffer
Char Weber
David F. Miller, Jr.
Glenn A. Miller

Dear Sirs

This letter is to certify that the demolition of the Heller/Aller buildings at 823 Oakwood Ave. has been completed according to contract and in accordance to applicable City regulations. The contractor "L.J. Irving & Sons Inc." may be paid in full for the demolition of the Heller/Aller buildings at 823 Oakwood Ave. Napoleon, Ohio.

City Manager
Dr. Jon A. Blesher

Sincerely

Finance Director
Gregory J. Heath

Brent N. Damman
Zoning Administrator
City of Napoleon

Law Director
David M. Grahn

City Engineer
Adam C. Hoff, P.E.

Invoice

FRYNGER & SONS
201 S RD R
COLUM, OHIO 43245
502-8456

DATE INVOICE #
1/8/80 1

For: Heli-Air Company
1000 & Oakwood
Colum, Ohio 43245

LINE	DESCRIPTION	PICTURE	TERMS	PERIOD	AMOUNT
	Demolition of Heli-Air Company building and haul away		30 days		\$49,850.00

Payment upon completion

Total

\$49,850.00

DEMOLITION AGREEMENT

This agreement made by and between The Helix, LLC, Contractor and property owner, 1111 1/2 Street, Naples, Florida 34109, with principal place of business located at 1111 1/2 Street, Naples, Florida 34109, referred to in this agreement as owner, and 1111 1/2 Street, Naples, Florida 34109, referred to in this agreement as contractor.

RECITALS

- A. Owner owns building improvements and real estate located in Parma, Mass & 1111 1/2 Street, Naples, Florida.
- B. Owner desires to have the improvements and real estate removed and the site returned to its original condition.
- C. Contractor is qualified and willing to perform the demolition work described above.
- D. Contractor is aware of the extent and location of the property owned by the owner, 1111 1/2 Street, Naples, Florida 34109, and has assumed the responsibility for the same as state owned by owner.

In consideration of the matters described above and of the mutual benefit and convenience to be derived from this agreement, the parties agree as follows:

SECTION ONE

WORK TO BE DONE

Contractor will tear down and carry away any and all of the materials comprising the above described building improvements and real estate from parcel of building building including but not limited to all of the wooden structures, concrete, floor, beams, and brick masonry. Contractor will remove all such debris and fill dirt and will leave the ground levelly and free from debris. Contractor shall not be responsible for the removal of any materials containing or caused by hazardous substances, including any waste or similar contaminants which are regulated by or under the authority of any applicable federal, state or local environmental laws, including, without limitation, asbestos, polychlorinated biphenyls (PCBs) and radioactive substances, and have in the past constituted an environmental hazard to personal property (hereinafter called "contaminated materials"). Demolition work shall commence immediately after the execution of this Agreement by the parties. Except for any delays and delays caused by the discovery of contaminated materials, contractor shall make its best effort to complete such work within 180 days of October 28, 1998.

Contractor has inspected the above described building improvements and real estate and said inspection did not reveal any contaminated materials. Should contractor hereafter encounter contaminated materials, then contractor shall do nothing to cause contamination due to the release of the contaminated materials, but rather shall immediately notify owner of its discovery. Thereafter, owner shall be solely responsible for the removal of said **contaminated materials**.

SECTION TWO

LABOR REQUIREMENT

Contractor will provide all labor and materials and furnish and erect at its own expense all heavy equipment or works that may be necessary for the expeditious and proper execution of all work under and pursuant to this agreement.

SECTION THREE

OBTAINING PERMITS

Contractor will secure at its own expense all permits and licenses that may be necessary to carry out its obligations to perform the work under this agreement and will provide and pay for all fees and charges incidentally with all applications, permits, licenses and licenses and other documents relating to such work.

SECTION FOUR

PAYMENT TO CONTRACTOR

For contractor's satisfactory performance of its obligations under this agreement, Contractor shall receive \$49,850.00 in the following manner: The amount received shall be paid by the City of Columbus Community Improvement Corporation directly to Contractor pursuant to check payable to Contractor, which check shall be delivered directly to Contractor to the treasurer of the City of Columbus Community Improvement Corporation immediately after the respective flow of funds is received. **Contractor verifies that the obligations of Contractor pursuant to this Agreement have been satisfied.**

SECTION FIVE

GOVERNING LAW

It is agreed that this agreement shall be governed by the laws and rules of the state of Ohio.

SECTION SIX

ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties hereto and no other oral or written representation or agreement shall be binding on either party except to the extent incorporated in this agreement.

SECTION SEVEN

MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party to this agreement with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

SECTION EIGHT

FINANCIAL

The agreement shall be a part of the financial statement of the company and shall be a part of the financial statement of the company.

SECTION NINE

LEGAL

This agreement shall be a part of the financial statement of the company and shall be a part of the financial statement of the company. The agreement shall be a part of the financial statement of the company and shall be a part of the financial statement of the company. The agreement shall be a part of the financial statement of the company and shall be a part of the financial statement of the company.

SECTION TEN

LEGAL

This agreement shall be a part of the financial statement of the company and shall be a part of the financial statement of the company. The agreement shall be a part of the financial statement of the company and shall be a part of the financial statement of the company.

SECTION ELEVEN

LEGAL

This agreement shall be a part of the financial statement of the company and shall be a part of the financial statement of the company. The agreement shall be a part of the financial statement of the company and shall be a part of the financial statement of the company.

SECTION TWELVE

LEGAL

This agreement shall be a part of the financial statement of the company and shall be a part of the financial statement of the company. The agreement shall be a part of the financial statement of the company and shall be a part of the financial statement of the company.

Lawrence J. Irving, Jr.
L. J. Irving, Jr. & Sons, Inc.
11189 Rd. R, Rt. 2
Napoleon, Ohio 43547

The Hillier-Aller Company
c/o Dennis Meyer
710 West Clinton Street
Napoleon, Ohio 43545

Each other party as shall be furnished in writing by any party to the other party.

In Witness Whereof, each party to this agreement has caused it to be executed on the date indicated below

1. [Faint text]

2. [Faint text]

3. [Faint text]

4. [Faint text]

5. [Faint text]

[Faint text]

[Faint text]

[Faint signature]

USE IT



Midwest Environmental Consultants, Inc.

Toledo • Ann Arbor • Monroe

5902 Southwyck Boulevard
Toledo, Ohio 43614
(419) 865-6324 (MECI)
Fax: (419) 865-7407

FACSIMILE COVER SHEET

Date: <u>10/18/96</u>	Project # <u>90903</u>
To: <u>Brent Dammion</u> @: <u>City of Napoleon</u> Fax #: <u>419/599-8393</u>	From: <u>Lori Meyers</u> @: <u>MECI</u> Total # of pages: <u>2</u> <i>(including cover sheet)</i>
Faxed document only: <input checked="" type="checkbox"/> Faxed and hard copy to follow: <input type="checkbox"/>	
Further instruction: _____ _____ _____ _____	
If assistance is necessary, please contact Midwest Environmental Consultants, Inc. at the above-listed telephone number.	
<u>Confidentiality Statement:</u> <i>The information contained in this facsimile is intended for personal and confidential use of the above-named person. If the bearer/reader of this message is not said person (or, the employee responsible for delivering facsimiles) then you are notified of erroneous reception of this facsimile and any review, copying, or distribution of this facsimile is prohibited. If you find you have received this facsimile in error, please contact us and return original to us, by US Mail, at our expense.</i>	



**Midwest
Environmental
Consultants, Inc.**

Toledo • Ann Arbor • Monroe

5902 Southwyck Boulevard
Toledo, Ohio 43614
(419) 865-6324 (MECI)
Fax: (419) 865-7407

October 18, 1996

Mr. Brent Damman
Building Inspector
City of Napoleon
Napoleon, Ohio

RE: Cost Estimate Ranges for Phase I and Phase II ESA's

Dear Mr. Damman:

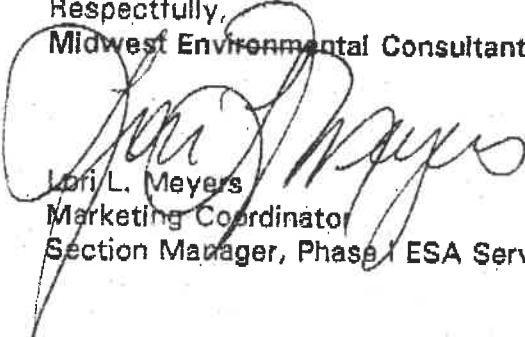
The City of Napoleon requested cost estimates for a 30,000 square foot foundry located in Napoleon, Ohio. The property would reportedly be utilized for commercial purposes. The area is now zoned industrial. As per our discussion earlier today, Midwest Environmental Consultants, Inc., (MEC) would recommend completing a Phase I Environmental Site Assessment (ESA) according to the proposed Voluntary Action Program (VAP) rules. The estimated cost to complete a VAP Phase I ESA is \$2,500 to \$3,500.

The cost to complete a Phase II ESA for the subject property is related directly to the results of and recommendations made in the Phase I ESA. However, for your purposes, MEC would give a estimated range for Phase II ESA work between \$5,000 to \$100,000.

The City of Napoleon may wish to complete a Phase I ESA prior to assuming responsibility for the property, i.e., leasing, purchasing. Completion of the Phase I ESA would allow for accuracy in estimating the cost associated with secondary work and/or remediation costs.

MEC appreciates the opportunity to complete this estimated cost range for the City of Napoleon. If you have any further questions, please contact me at 419/865-6324.

Respectfully,
Midwest Environmental Consultants, Inc.


Lori L. Meyers
Marketing Coordinator
Section Manager, Phase I ESA Services



L. J. IRVING JR. & SONS,
 13-899 CO. RD. R
 NAPOLEON, OHIO 43545
 419-592-8456

Invoice

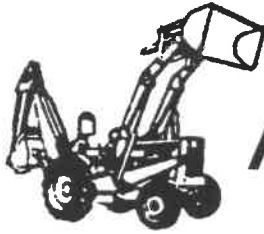
DATE	INVOICE #
4/5/99	3

BILL TO
Heller-Aller Company Co. Perry & Oakwood Napoleon, Ohio 43545

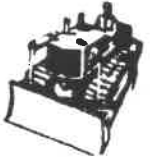
P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Demolition of Heller-Aller Company. Clean-up and haul away.	49,850.00	49,850.00
Payment upon completion. <i>4-28-99</i>		Total	\$49,850.00

DEMOLITION, BULLDOZING, EXCAVATING
 BACKHOE SERVICE, CUSTOM TRUCKING, CONCRETE WORK
 SNOW REMOVAL, CONCRETE & FOOTER REMOVAL, INSURED



L.J. IRVING, JR. AND SONS, INC.



13-899-R RT. #6 - NAPOLEON, OHIO 43545
 PHONE: (419) 592-8456

* * * * *

ATTN: Brent Danman

DATE 8-31-98

City of Napoleon
 Napoleon
 OH 43545

Job	Cash	Charge	Pd. on Acct.	Paid Out	Est.
					✓

	Heller-Ellis Demolition				
1-	Complete Demolition and hauled away.				
2-	Not responsible for asbestos or hazardous waste or materials				
				68,000.00	
Thank you					
	DUE DATE				
	50% DOWN 34,000.00				

BALANCE DUE WHEN COMPLETED
34,000.00

Sub Total	
Tax	
Total	68,000.00

MAR. 17. 1999

9:00AM

H,F,H,F

NO. 549 P. 1

Hanna and Fisher

ATTORNEYS AT LAW
CORNER OF PERRY AND SHELBY STREETS
P.O. BOX 605
NAPOLEON, OHIO 43545-0605
TELEPHONE (419) 599-1010
FAX (419) 599-0770

JOHN H. HANNA
RICHARD A. FISHER
AMY C. ROSEBROOK

MARTIN E. HOFFEL
(1903 - 1996)
JAMES FLUNKHOLSER
(1922 - 1990)

FAX COVER SHEET

COPY

Dated: 3/17/99

To: David Grahn

From: Richard Fisher

Subject: Irving Demolition Agreement

Number of Pages (including cover page) 5

Please contact Andrea if you have any problems receiving this fax.

COMMENTS:

THE INFORMATION CONTAINED IN THIS DOCUMENT IS ATTORNEY/
CLIENT PRIVILEGE AND CONFIDENTIAL INFORMATION INTENDED
ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE.
IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT,
YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION
OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU
HAVE RECEIVED THIS DOCUMENT IN ERROR, PLEASE NOTIFY THE
SENDER IMMEDIATELY BY TELEPHONE AND DESTROY THE ORIGINAL
MESSAGE. THANK YOU.

This is the only copy you will receive.

The original will be forthcoming by regular U.S. mail.

DEMOLITION AGREEMENT

Agreement made by and between The Heller-Aller Company, a corporation duly organized under the laws of the State of Ohio, with principal place of business located at Corner Perry & Oakwood, Napoleon, Ohio 43545, referred to in this agreement as owner, and L.J. Irving, Jr. & Sons, Inc., 13-899 Rd. R, Rt. 6, Napoleon, Ohio 43545, referred to in this agreement as contractor.

RECITALS

A. Owner owns buildings, improvements and real estate located at Corner Perry & Oakwood, Napoleon, Ohio.

B. Owner desires to have the above-described buildings, improvements and the remains, including but not limited to concrete floors and footers, from previously standing buildings demolished and all debris therefrom removed from its property.

C. Contractor is qualified and willing to perform the demolition work desired by owner.

D. Contractor is aware of the extent and location of the property owned by the owner at the Corner of Perry & Oakwood, Napoleon, Ohio 43545, and has inspected the said buildings, improvements and real estate owned by owner.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE

WORK TO BE DONE

Contractor will tear down and carry away any and all of the materials comprising the above-described buildings, improvements and remains from previously standing buildings, including but not limited to all of the wooden and brick structures, concrete floors, footers, and truck dock. Contractor will backfill with clean fill dirt and will level the ground, leaving the premises free from debris. Contractor shall not be responsible for the removal of any materials contaminated by hazardous substances, hazardous waste or similar contaminants which are regulated by, or form the basis of liability, under applicable federal, state or local environmental laws, including, without limitation, asbestos, polychlorinated biphenyls ("PBCs") and radioactive substances, and have in the past constituted an environmental hazard to person or property (hereinafter called "contaminated materials"). Demolition work shall commence immediately after the execution of this Agreement by the parties. Except for weather delays and delays caused by the discovery of contaminated materials, contractor shall make its best effort to complete such work within 180 days of October 28, 1998.

Contractor has inspected the above described buildings, improvements and real estate, and said inspection did not reveal any contaminated materials. Should contractor hereafter encounter contaminated materials, then contractor shall do nothing to cause contamination due to the release of the contaminated materials, but rather shall immediately notify owner of its discovery. Thereafter, owner shall be solely responsible for the removal of said contaminated materials.

SECTION TWO

LABOR AND EQUIPMENT

Contractor will provide all labor and materials and furnish and erect, at its own expense, whatever equipment or works may be necessary for the expeditious and proper execution of its duties under and pursuant to this agreement.

SECTION THREE

OBTAINING PERMITS

Contractor will secure, at its own expense, all permits, licenses, franchises, and consents required by law or necessary to perform the work under this agreement and will give all notices and pay all fees and otherwise comply with all applicable city, county, and state laws, ordinances, rules, and regulations pertaining to such work.

SECTION FOUR

PAYMENT TO CONTRACTOR

For contractor's satisfactory performance of its duties under this agreement, owner will pay contractor \$49,850.00, in the following manner: the entire balance shall be paid by the Henry County Community Improvement Corporation directly to Contractor pursuant to a check made payable to Contractor, which check shall be delivered directly to Contractor by the representative of the Henry County Community Improvement Corporation immediately after the inspector from the City of Napoleon, Ohio verifies that the obligations of Contractor pursuant to this Agreement have been fulfilled.

SECTION FIVE

GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

SECTION SIX

ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION SEVEN

MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

SECTION EIGHT

BINDING EFFECT

This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

SECTION NINE

RISK OF LOSS

Contractor herewith indemnifies the owner from and assumes all risk of destruction, loss or damage, including but not limited to intentional torts and negligence, which involve in any respect and/or relate, directly or indirectly, to the demolition and removal from the property of the owner. The contractor shall maintain and have in effect sufficient insurance, including but not limited to workers compensation, personal liability, and damage to property, to the benefit of and to protect owner from any and all liabilities, damages, costs or claims whatsoever that may occur as a result of and/or relating to the said demolition and removal. Contractor shall provide owner with certificates of insurance to such effect prior to commencing demolition and removal, receipt and the sufficiency of which owner hereby acknowledges.

SECTION TEN

LEGAL FEES AND EXPENSES

Contractor, on the one hand, and owner, on the other hand, shall each pay the legal fees and expenses whatsoever directly incurred by such party.

SECTION ELEVEN

HEADINGS

Headings are inserted for convenience and do not form part of the Agreement.

SECTION TWELVE

NOTICES

All notices or other communications hereunder shall be in writing and shall be mailed by registered or certified first-class mail, return receipt requested, postage prepaid, or delivered in person as follows to:

Lawrence J. Irving, Jr.
L.J. Irving, Jr. & Sons, Inc.
13-899 Rd. R, Rt. 6
Napoleon, Ohio 43545

The Heller-Aller Company
c/o Dennis Meyer
219 West Clinton Street
Napoleon, Ohio 43545

or to such other party as shall be furnished in writing by any party to the other party.

In Witness Whereof, each party to this agreement has caused it to be executed on the date indicated below.

MAR. 17. 1999 9:02AM H, F, H, F

OWNER:

THE HELLER-ALLER COMPANY,
an Ohio Corporation

By _____
James H. Bradner, Jr., its President

Date: _____

CONTRACTOR:

L.J. IRVING, JR. & SONS, INC.

By _____
Lawrence J. Irving, Jr., its President

Date: _____

ATTEST: _____ Secretary

[SEAL]

U.S. Department of Labor

Occupational Safety and Health Administration
Federal Office Building
234 Belmont Street, Room 734
Napoleon, OH 43604
Tel: 419 259 7543
Fax: 419 259-6355



M. Irving Jr. and Sons
13899 Napoleon R.
Napoleon, OH 43545

M. Irving Jr. and Sons
Complaint No. 202649752

Greg Popoff
Jeffrey Brooks

SAVE 7/7/99

Dear Mr. Irving:

The Occupational Safety and Health Administration (OSHA) received a notice of safety and or health hazard at your worksite at

13899 Napoleon R.
Napoleon, OH 43545

and advised you, by telephone, of these alleged hazards on March 31, 1999. The specific nature of the alleged hazards is as follows:

1. It appears that employees are within the swing radius of the crane. See 29CFR 1926.550
2. Employees may be subject to exposure of construction debris. See 29CFR 1926.852
3. Employees may be subject to exposures of asbestos, lead and silica. See 29CFR 1910.1025 and 1926.55

We have not determined whether the hazards, as alleged, exist at your workplace, and we do not intend to conduct an inspection at this time. However, since allegations of violations and/or hazards have been made, we request that you immediately investigate the alleged conditions and make any necessary corrections or modifications. Please advise me in writing, no later than April 8, 1999 of the results of your investigation. You must provide supporting documentation of your findings, including any applicable OSHA citations or monitoring results, and photographs/videos which you believe would be helpful, as well as a description of any corrective action you have taken or are in the process of taking, including of the affected condition.

This letter is not a citation or a notification of proposed penalty, which, according to the OSH Act, may be issued only after an inspection or investigation of the workplace. It is our goal to assure that hazards are promptly identified and eliminated. Please take immediate corrective action where needed. We encourage employee participation in investigating and responding to any alleged hazard. If we do not receive a response from you by April 8, 1999 indicating that appropriate action has been taken or that no hazard exists and why, an OSHA inspection will be conducted. An inspection may include



City of NAPOLEON, OHIO

255 WEST RIVERVIEW AVENUE, P.O. BOX 151
NAPOLEON, OHIO 43545-0151
(419) 592-4010
FAX (419) 599-8393

April 05, 1999

Mayor
Donald M. Stange

Mr. Robert Herbenick
Ohio Environmental Protection Agency
347 North Dunbridge Rd.
Bowling Green, OH 43402

Members of Council
Michael J. DeWit, President
Robert G. Heft
James Hershberger
David F. Miller
Travis B. Sheaffer
Char Weber
Terri A. Williams

Re. Heller/Aller Co. building demolition.

City Manager
Jon A. Bisher

Dear Mr. Herbenick

Finance Director
Gregory J. Heath

Thank you for informing me of the notification requirements for demolition and renovation projects. I have enclosed the original notification document for the subject demolition project. Please note that we have been notified by OSHA regarding certain allegation of contaminants at the subject site. These charges were made the same day that you received a complaint of the same nature. It would appear that the same individual made both complaints. I have since learned of a disgruntled employee of one of the subcontractors on the job who is out to make as much trouble as possible for the general contractor (L.J. Irving and Sons Inc.) Please bare with us as we attempt to verify the source of the complaints and why this individual finds it necessary to continue.

Law Director
David M. Grahn

Mr. John Campbell of HAZCORP of Toledo was very informative as to what we should be aware of while the demolition continues. He also offered to provide classroom training for myself and contractors who are involved with demolition and renovation work.

City Engineer
Adam C. Hoff, P.E.

Thanks for making this compliancy issue user friendly.

Sincerely

Brent N Damman
Zoning Administrator



City of NAPOLEON, OHIO

255 WEST RIVERVIEW AVENUE, P.O. BOX 151
NAPOLEON, OHIO 43545-0151
(419) 592-4010
FAX (419) 599-8393

Fax Transmission

Mayor
Donald M. Stange

To: Mr. Robert Herbenick

Fax Number: 352-8468

Members of Council
Michael J. DeWit, President
Terri A. Williams
James Hershberger
Travis B. Sheaffer
Char Weber
David F. Miller, Jr.
Glenn A. Miller

Number of Pages, Including Cover Page: 3

From: Dr. Jon A. Bisher

Date: 3-31-99 Time: 5:27 PM

Operator: _____

City Manager
Dr. Jon A. Bisher

Comments: Please let me know if there
is a fee to submit this notification.
also please check over to be sure
everything is filled out completely.

Finance Director
Gregory J. Heath

Law Director
David M. Grahm

City Engineer
Adam C. Hoff, P.E.

Thank You
Please call (419) 592-4010 if you have any trouble receiving this Transmission or you did not receive the number of pages shown above.

Dr. Jon A. Bisher

L. J. IRVING JR. & SONS,
13-899 CO. RD. R
NAPOLEON, OHIO 43545
419-592-8456

Invoice

DATE	INVOICE #
4/5/99	3

BILL TO

Heller-Aller Company
Co. Perry & Oakwood
Napoleon, Ohio 43545

QUANTITY	DESCRIPTION	P.O. NO.	TERMS	PROJECT	AMOUNT
	Demolition of Heller-Aller Company. Clean-up and haul away.				49,850.00

Payment upon completion.

Total

\$49,850.00

DEMOLITION AGREEMENT

Agreement made by and between The Heller-Aller Company, a corporation duly organized under the laws of the State of Ohio, with principal place of business located at Corner Perry & Oakwood, Napoleon, Ohio 43545, referred to in this agreement as owner, and L.J. Irving, Jr. & Sons, Inc., 13-899 Rd. R. Rt. 6, Napoleon, Ohio 43545, referred to in this agreement as contractor.

RECITALS

- A. Owner owns buildings, improvements and real estate located at Corner Perry & Oakwood, Napoleon, Ohio.
- B. Owner desires to have the above-described buildings, improvements and the remains, including but not limited to concrete floors and footers, from previously standing buildings demolished and all debris therefrom removed from its property.
- C. Contractor is qualified and willing to perform the demolition work desired by owner.
- D. Contractor is aware of the extent and location of the property owned by the owner at the Corner of Perry & Oakwood, Napoleon, Ohio 43545, and has inspected the said buildings, improvements and real estate owned by owner.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE

WORK TO BE DONE

Contractor will tear down and carry away any and all of the materials comprising the above-described buildings, improvements and remains from previously standing buildings, including but not limited to all of the wooden and brick structures, concrete floors, footers, and truck dock. Contractor will backfill with clean fill dirt and will level the ground, leaving the premises free from debris. Contractor shall not be responsible for the removal of any materials contaminated by hazardous substances, hazardous waste or similar contaminants which are regulated by, or form the basis of liability, under applicable federal, state or local environmental laws, including, without limitation, asbestos, polychlorinated biphenyls ("PBCs") and radioactive substances, and have in the past constituted an environmental hazard to person or property (hereinafter called "contaminated materials"). Demolition work shall commence immediately after the execution of this Agreement by the parties. Except for weather delays and delays caused by the discovery of contaminated materials, contractor shall make its best effort to complete such work within 180 days of October 28, 1998.

Contractor has inspected the above described buildings, improvements and real estate, and said inspection did not reveal any contaminated materials. Should contractor hereafter encounter contaminated materials, then contractor shall do nothing to cause contamination due to the release of the contaminated materials, but rather shall immediately notify owner of its discovery. Thereafter, owner shall be solely responsible for the removal of said contaminated materials.

SECTION TWO

LABOR AND EQUIPMENT

Contractor will provide all labor and materials and furnish and erect, at its own expense, whatever equipment or works may be necessary for the expeditious and proper execution of its duties under and pursuant to this agreement.

SECTION THREE

OBTAINING PERMITS

Contractor will secure, at its own expense, all permits, licenses, franchises, and consents required by law or necessary to perform the work under this agreement and will give all notices and pay all fees and otherwise comply with all applicable city, county, and state laws, ordinances, rules, and regulations pertaining to such work.

SECTION FOUR

PAYMENT TO CONTRACTOR

For contractor's satisfactory performance of its duties under this agreement, owner will pay contractor \$49,850.00, in the following manner: the entire balance shall be paid by the Henry County Community Improvement Corporation directly to Contractor pursuant to a check made payable to Contractor, which check shall be delivered directly to Contractor by the representative of the Henry County Community Improvement Corporation immediately after the inspector from the City of Napoleon, Ohio verifies that the obligations of Contractor pursuant to this Agreement have been fulfilled.

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Napoleon, Ohio 43545

The Heller-Aller Company
c/o Dennis Meyer
219 West Clinton Street
Napoleon, Ohio 43545

or to such other party as shall be furnished in writing by any party to the other party.

In Witness Whereof, each party to this agreement has caused it to be executed on the date indicated below.

OWNER:

THE HELLER-ALLER COMPANY,
an Ohio Corporation

By James H. Bradner, Jr.
James H. Bradner, Jr., its President

Date: 3/17/99

CONTRACTOR:

L.J. IRVING, JR. & SONS, INC

By Lawrence J. Irving, Jr.
Lawrence J. Irving, Jr., its President

Date: 3/17/99

ATTEST:

[Signature]
Secretary

[SEAL]