

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
WASTE AND HAZARDOUS MATERIALS DIVISION

In the matter of the
administrative proceedings against
Forest Island Recycling II, Inc.,
doing business at Forest Island Recycling,
3300 Denton Street, City of Hamtramck,
Wayne County, Michigan

WHMD Order No. 115-01-2009

CONSENT ORDER

This proceeding results from allegations specified in the Enforcement Notice ("EN") issued on January 23, 2009, by the Department of Environmental Quality ("DEQ"), Waste and Hazardous Materials Division ("WHMD") (Attachment 1). The DEQ alleges that Forest Island Recycling II, Inc. ("Respondent"), doing business at Forest Island Recycling, 3300 Denton Street, in the city of Hamtramck, Wayne County, Michigan, is in violation of Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, Michigan Compiled Laws ("MCL") 324.101 *et seq.* ("NREPA"), and Solid Waste Disposal Area Operating License No. 9147. The Respondent and the DEQ agree to resolve the alleged violations set forth in the EN by entry of this Consent Order.

I STIPULATIONS

The Respondent and the DEQ stipulate as follows:

- 1.1 Pursuant to its authority under MCL 324.105 and Part 115, the DEQ promulgated administrative rules necessary to implement Part 115. These rules are set forth in the *2005 Annual Administrative Code Supplement*, R 299.4101 *et seq.* ("Part 115 Rules").
- 1.2 Pursuant to the NREPA and Executive Order No. 1995-18, the Director of the DEQ ("Director") is the state official and the DEQ is the state agency charged with the administration and enforcement of Part 115. This Consent Order is authorized under MCL 324.11519(2).

- 1.3 The Respondent is a "person" as defined by MCL 324.301(g) of the NREPA.
- 1.4 The Respondent owns and/or operates a solid waste disposal area, which is a solid waste transfer facility and solid waste processing plant ("Disposal Area") located at 3300 Denton, Hamtramck, Michigan. The Respondent is a Michigan corporation authorized to do business in Michigan.
- 1.5 The Disposal Area occupies approximately 1.85 acres of land. The Disposal Area consists of a two-story, manufacturing/handling building with approximately 56,000 square feet of space. The remainder of the property contains concrete driveways for truck traffic, a truck scale, and unpaved areas, some of which are used for storing empty trailers. Solid Waste Disposal Area Construction Permit No. 4079 was issued for the Disposal Area on June 21, 2006. This permit authorizes the phased construction of facilities necessary to expand recycling operations at the Disposal Area.
- 1.6 Solid Waste Disposal Area Operating License No. 9147 was issued for the Disposal Area on October 27, 2006, and includes special conditions related to construction activities essential to the current operations at the Disposal Area and construction activities related to future expansion activities at the Disposal Area. Conditions 10c and 10d specify the time frames for completion of Phase II and Phase III, respectively, of the construction sequence specified in construction drawings titled "Phase II" (page A-03) and "Phase III" (page A-04) included in the construction certification/license application package dated September 25, 2006, prepared by Engineering Services, Inc. Condition 10c requires, in part, completion of the installation of two overhead doors on the east side of the unloading area and the installation of concrete pavement outside the doors by August 1, 2007. Condition 10d requires, in part, completion of installation of concrete pavement over the entire site by August 1, 2008. Attachment 2 sets forth the approximate boundaries of these areas of the Disposal Area.
- 1.7 The Respondent stipulates that the issuance and entry of this Consent Order is proper and acceptable. This Consent Order shall be considered a final order of the DEQ and shall become effective on the date it is signed by the Chief of the WHMD ("Division Chief"), designee of the Director, pursuant to MCL 324.301(b) of the NREPA.

- 1.9 The Respondent agrees not to contest the replacement of existing Conditions 10c and 10d in the next issued operating license with new Special Conditions that reflect the phased construction requirements specified in Paragraph 2.1 of this Consent Order.
- 1.10 The Respondent agrees to fully and strictly comply with all provisions of Part 115, the Part 115 Rules, Solid Waste Disposal Area Operating License No. 9147 and any subsequently issued operating licenses, and all other applicable state and federal statutes.
- 1.11 The Respondent and the DEQ agree that the signing of this Consent Order is for settlement purposes only and does not constitute an admission by the Respondent of the allegations contained in the EN or that the law has been violated.

II. COMPLIANCE PROGRAM

In order to resolve the violations alleged in the EN, the Respondent shall achieve and maintain compliance with the requirements specified below in accordance with the following schedule:

- 2.1 Within thirty (30) days of the effective date of this Consent Order, the Respondent shall submit to the DEQ, for review and approval, a plan and schedule ("Phase II/III Completion Plan") to complete the installation of: (A) the Phase II overhead doors (or an adequate replacement wall) on the east side of the unloading area; (B) the installation of permanent concrete pavement outside the Phase II doors; (C) the interim installation of asphalt paving over all unpaved or inadequately paved portions of the site to control dust and mud nuisances; and (D) the installation of permanent concrete pavement as shown in DEQ-approved engineering plans. The Phase II/III Completion Plan schedule shall specify completion of activities A and C by July 31, 2009, and completion of activities B and D before the Respondent expands into the respective, proposed Phases II and III of the transfer/recycling operations at the Disposal Area (as described in the report titled "Solid Waste Transfer Station and Processing Facility, Forest Island Recycling, Inc , 3300 Denton Street, Hamtramck, Michigan 48211," prepared by Engineering Services, Inc , dated May 2006). However, if the Respondent chooses to construct the Phase II overhead doors in lieu of a replacement wall per item A, the doors must be kept closed and may not be used until item B is completed.

The Phase II/III Completion Plan shall also specify that the Respondent will submit construction certifications to the DEQ for each of the required construction activities within thirty (30) days of their completion dates.

- 2.2 Upon approval by the DEQ, the Respondent shall implement the Phase II/III Completion Plan in accordance with the schedule contained therein
- 2.3 Upon the effective date of this Consent Order and until this Consent Order is terminated, the Respondent shall submit a monthly status report, which includes a summary of the actions taken to comply with Paragraphs 2.1 and 2.2, above, to the WHMD, Southeast Michigan District Supervisor, within seven (7) business days of the end of each month. A copy of each monthly status report shall also be included in the operating record for the Disposal Area. For each event of noncompliance with the activities required in Paragraphs 2.1 through 2.2, the monthly reporting period shall be extended by one (1) month.

III. DEQ APPROVAL OF SUBMITTALS

- 3.1 For any work plan, proposal, or other document, excluding applications for permits or licenses, that are required by this Consent Order to be submitted to the DEQ by the Respondent, the following process and terms of approval shall apply.
- 3.2 To be approved by the DEQ, any work plan, proposal, or other document required to be submitted by this Consent Order shall include all of the information required by the applicable statute and/or rule and all of the information required by the applicable paragraph(s) of this Consent Order
- 3.3 The DEQ may approve, disapprove, or approve with specific modifications, the required work plan, proposal, or other document. Upon DEQ approval, or approval with modifications, of a work plan, proposal, or other document, such work plan, proposal, or other document shall be incorporated by reference into this Consent Order and shall be enforceable in accordance with the provisions of this Consent Order. Furthermore, the Respondent agrees, by entry of this Consent Order, that the DEQ-approved work plan,

proposal, or other document shall become incorporated into the first operating license issued for the Disposal Area after entry of this Consent Order.

- 3.4 In the event the DEQ disapproves a work plan, proposal, or other document, it shall notify the Respondent, in writing, of the specific reasons for such disapproval. The Respondent shall submit, within thirty (30) days of receipt of such disapproval, a revised work plan, proposal, or other document that adequately addresses the reasons for the DEQ's disapproval.
- 3.5 In the event the DEQ approves, with specific modifications, a work plan, proposal, or other document, it shall notify the Respondent, in writing, of the specific modifications required to be made to such work plan, proposal, or other document prior to its implementation and the specific reasons for such modifications. The DEQ may require the Respondent to submit, prior to implementation and within thirty (30) days of receipt of such approval with specific modifications, a revised work plan, proposal, or other document that adequately addresses such modifications.
- 3.6 A finding of approval or approval with modification of a submission shall not be construed to mean that the DEQ concurs with any of the conclusions, methods, or statements in the submission or warrants that the submission comports with law.
- 3.7 Failure by the Respondent to submit an approvable work plan, proposal, or other document within the applicable time period specified above shall subject the Respondent to the enforcement provisions of this Consent Order including, but not limited to, the stipulated penalty provisions commencing on the date the revised work plan, proposal, or other document was due and accumulating until an approvable work plan, proposal, or other document is submitted.
- 3.8 Any delays caused by the Respondent's failure to submit an approvable work plan, proposal, or other document when due shall in no way affect or alter the Respondent's responsibility to comply with any other deadline(s) specified in this Consent Order.
- 3.9 No informal advice, guidance, suggestions, or comments by staff of the DEQ regarding reports, work plans, proposals, plans, specifications, schedules, or any other writing

submitted by the Respondent will be construed as relieving the Respondent of its obligation to obtain written approval of the DEQ if and when required by this Consent Order.

IV MODIFICATIONS AND EXTENSIONS

- 4.1 At the request of the Respondent, a work plan, proposal, or other document approved or approved with specific modifications by the DEQ, with the exclusion of the specified deadlines set forth in Section II, Compliance Program, of this Consent Order, may be modified by the WHMD District Supervisor ("District Supervisor").
- 4.2 The Respondent and the DEQ agree that the Division Chief may, but in no circumstances is obligated to, grant the Respondent an extension of the specified deadlines set forth in this Consent Order. Any extension shall be preceded by a timely written request, received by the DEQ no later than ten (10) business days prior to the pertinent deadline, which shall include:
- a. An identification of the specific deadline(s) of this Consent Order that will not be met.
 - b. A detailed description of what will prevent the Respondent from meeting the deadline(s)
 - c. A description of the measures the Respondent has taken and/or intends to take to meet the required deadline(s).
 - d. The length of the extension requested and the specific date(s) on which the obligation(s) will be met.
- 4.3 The Division Chief shall respond promptly to such requests and shall not unreasonably withhold approval for such requests.
- 4.4 Any extension of the specified deadlines or other modifications and amendments of this Consent Order shall require a formal written amendment of this Consent Order, shall be

signed by the Respondent and the DEQ ("Parties"), shall have as their effective date the date on which they are signed by the Division Chief, and shall be incorporated into and become an enforceable part of this Consent Order.

V. REPORTING

- 5.1 The Respondent shall submit all items required in Section II, Compliance Program, to the District Supervisor, WHMD, Southeast Michigan District Office, DEQ, 27700 Donald Court, Warren, Michigan 48902-2793, unless specifically directed otherwise within this Consent Order. The cover letter with each submittal shall identify the specific paragraph and requirement of this Consent Order that the submittal is intended to satisfy. If the address of the District Supervisor changes, the Respondent will be notified and shall make all subsequent submittals to any new address of which they are notified
- 5.2 The Respondent shall verbally report any violation(s) of the terms and conditions of this Consent Order to the District Supervisor by no later than the close of the next business day following detection of such violation(s) and shall follow such notification with a written report within five (5) business days following detection of such violation(s). The written report shall include a detailed description of the violation(s), the precise cause or causes of the violation(s), a detailed description of any action(s) taken or proposed to correct the violation(s), and a schedule for the implementation of any proposed corrective action(s). The Respondent shall report any anticipated violation(s) of this Consent Order to the District Supervisor in advance of the relevant deadlines, whenever possible.

VI RETENTION OF RECORDS

- 6.1 Upon request by an authorized representative of the DEQ, the Respondent shall make available to the DEQ all records, plans, logs, and other documents required to be maintained under this Consent Order or pursuant to Part 115 and the Part 115 Rules. All such documents shall be retained at the Disposal Area for at least a period of three (3) years from the date of generation of the record unless a longer period of record retention is required by Part 115 and the Part 115 Rules.

VII RIGHT OF ENTRY

- 7.1 The Respondent shall allow any authorized representative or contractor of the DEQ, upon presentation of proper credentials, to enter upon the premises of the Disposal Area at all reasonable times for the purpose of monitoring compliance with the provisions of this Consent Order. This paragraph in no way limits the authority of the DEQ to conduct tests and inspections pursuant to the NREPA and its rules or any other applicable statutory provision.

VIII FINES, COSTS, AND PENALTIES

- 8.1 The Respondent shall pay the sum of \$2,375 to the State of Michigan in settlement of the DEQ's claim for civil fines arising from the violations alleged in the EN. The Respondent shall pay this sum in four (4) monthly installments of \$593.75 each. The installment payments are due within sixty (60), ninety (90), one hundred twenty (120) and one hundred fifty (150) days of the effective date of this Consent Order, respectively.
- 8.2 Within thirty (30) days of the effective date of this Consent Order, the Respondent shall pay the sum of \$500 to the State of Michigan in settlement of the DEQ's claim for the costs of surveillance and enforcement arising from the violations alleged in the EN.
- 8.3 For each failure to comply with the provisions of Section II, Compliance Program, of this Consent Order, the Respondent shall pay to the State of Michigan stipulated penalties in an amount of \$1,000 per violation per day for one (1) through seven (7) days of violation; \$1,500 per violation per day for eight (8) through fourteen (14) days of violation; and \$2,000 per violation per day for each day of violation thereafter. Stipulated penalties shall be paid within thirty (30) days after receiving a written demand made by the DEQ.
- 8.4 To ensure timely payment of any civil fines, penalties, and costs due under this Consent Order, the Respondent shall pay an interest penalty to the State of Michigan each time the Respondent fails to make a complete or timely payment. This interest penalty shall be based on the rate set forth at Section 6013(6) of the Revised Judicature Act,

1961 PA 236, as amended, MCL 600.6013(6), using the full increment of amount due as principal and calculated from the due date for the payment until the delinquent payment is finally made in full.

8.5 The Respondent shall make all payments due under this Consent Order by certified or cashier's check made payable to the "State of Michigan" and mailed to the DEQ, Revenue Control Unit, P.O. Box 30657, Lansing, Michigan 48909-8157, or hand delivered to the DEQ, Revenue Control Unit, 5th Floor, South Tower, 525 West Allegan Street, Lansing, Michigan 48933. To ensure proper credit, all payments made pursuant to this Consent Order must include Payment Identification Number WHM 3029 on the front of the check and/or in the cover letter with the payment.

8.6 The Respondent agrees not to contest the legality of the civil fine or the costs of surveillance and enforcement paid pursuant to this section. The Respondent further agrees not to contest the legality of any stipulated penalties or interest penalties assessed pursuant to this section but reserves the right to dispute the factual basis upon which a demand by the DEQ for stipulated penalties or interest penalties is made.

8.7 Liability for or payment of stipulated penalties pursuant to this Consent Order shall not preclude the State of Michigan from seeking injunctive relief or other relief for the Respondent's failure to comply with the requirements of this Consent Order and/or any permit(s) or license(s) required to comply with this Consent Order.

IX. DISPUTE RESOLUTION

9.1 Unless otherwise provided in this Consent Order, the dispute resolution procedures of this section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Order and shall apply to all provisions of this Consent Order. However, the procedures set forth in this section shall not apply to actions by the State of Michigan to enforce obligations of the Respondent that have not been disputed in accordance with this section. Engagement of a dispute resolution between the Parties shall not be cause for the Respondent to delay the performance of any compliance requirements or response activity.

- 9.2 Any dispute that arises under this Consent Order shall in the first instance be the subject of informal negotiations between the Parties. The period of negotiations shall not exceed twenty (20) days from the date of written notice by any Party that a dispute has arisen, unless the time period for negotiations is modified by written agreement between the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. If agreement cannot be reached on any issue within this twenty- (20-) day period, the DEQ shall provide a written statement of its decision to the Respondent and, in the absence of initiation of formal dispute resolution by the Respondent under Paragraph 9.3, the DEQ position, as outlined in its written statement of decision, shall be binding on the Parties.
- 9.3 If the Respondent and the DEQ cannot informally resolve a dispute under Paragraph 10.2, the Respondent may initiate formal dispute resolution by requesting a review of the disputed issues by the Division Chief. This written request must be filed with the Division Chief within fifteen (15) days of the Respondent's receipt of the DEQ's statement of decision that is issued at the conclusion of the informal dispute resolution procedure set forth in Paragraph 9.2. The Respondent's request shall state the issues in dispute; the relevant facts upon which the dispute is based; any factual data, analysis, or opinion supporting its position; and all supporting documentation upon which the Respondent bases its position. Within fourteen (14) days of the Division Chief's receipt of the Respondent's request for a review of disputed issues, the Division Chief will provide a written statement of his/her decision to the Respondent, which will include a statement of his/her understanding of the issues in dispute; the relevant facts upon which the dispute is based; any factual data, analysis, or opinion supporting his/her position; and all supporting documentation relied upon by the Division Chief's review of the disputed issues. The Division Chief's review of the disputed issues may be extended by written agreement of the Parties.
- 9.4 The written statement of the Division Chief issued under Paragraph 9.3 shall be binding on the Parties unless, within fifteen (15) days after receipt of the DEQ's written statement of decision, the Respondent files a petition for judicial review in a court of competent jurisdiction that shall set forth a description of the matter in dispute, the efforts made by the Parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this

Consent Order. Nothing in this Consent Order affects the limitations on the timing of judicial review of the DEQ decision regarding the selection, extent, or adequacy of any response activity as provided for in Part 201, Environmental Remediation, of the NREPA

- 9.5 An administrative record of the dispute shall be maintained by the DEQ. The administrative record shall include all of the information provided by the Respondent pursuant to Paragraph 9.3, as well as any other documents relied upon by the DEQ in making its final decision pursuant to Paragraph 9.3. Where appropriate, the DEQ shall allow submission of supplemental statements of position by the Parties to the dispute.
- 9.6 In proceeding on any dispute, the Respondent shall have the burden of demonstrating on the administrative record that the position of the DEQ is arbitrary and capricious or otherwise not in accordance with law. In proceedings on any dispute initiated by the Respondent, the Respondent shall bear the burden of persuasion on factual issues.
- 9.7 Notwithstanding the invocation of dispute resolution proceedings, stipulated penalties shall accrue from the first day of any failure or refusal to comply with any term or condition of this Consent Order, but payment shall be stayed pending resolution of the dispute. Stipulated penalties shall be paid within thirty (30) days after the resolution of the dispute. The Respondent shall pay that portion of a demand for payment of stipulated penalties that is not subject to dispute resolution procedures in accordance with and in the manner provided in Section VIII, Fines, Costs, and Penalties

X. FORCE MAJEURE

- 10.1 The Respondent shall perform the requirements of this Consent Order within the time limits established herein unless performance is prevented or delayed by events that constitute a "Force Majeure." Any delay in the performance attributable to a "Force Majeure" shall not be deemed a violation of the Respondent's obligations under this Consent Order in accordance with this section.
- 10.2 For the purpose of this Consent Order, "Force Majeure" means an occurrence or nonoccurrence arising from causes not foreseeable, beyond the control of, and without

the fault of the Respondent, such as: an Act of God, untimely review of permit applications or submissions by the DEQ or other applicable authority, and acts or omissions of third parties that could not have been avoided or overcome by the Respondent's diligence and that delay the performance of an obligation under this Consent Order. "Force Majeure" does not include, among other things, unanticipated or increased costs, changed financial circumstances, or failure to obtain a permit or license as a result of the Respondent's actions or omissions

- 10.3 The Respondent shall notify the DEQ, by telephone, within forty-eight (48) hours of discovering any event that causes a delay in its compliance with any provision of this Consent Order. Verbal notice shall be followed by written notice within ten (10) calendar days and shall describe, in detail, the anticipated length of delay, the precise cause or causes of delay, the measures taken by the Respondent to prevent or minimize the delay, and the timetable by which those measures shall be implemented. The Respondent shall adopt all reasonable measures to avoid or minimize any such delay.
- 10.4 Failure of the Respondent to comply with the notice requirements of Paragraph 10.3, above, shall render this section void and of no force and effect as to the particular incident involved. The DEQ may, at its sole discretion and in appropriate circumstances, waive the notice requirements of Paragraph 10.3.
- 10.5 If the Parties to this Consent Order agree that the delay or anticipated delay was beyond the control of the Respondent, this may be so stipulated and the Parties to this Consent Order may agree upon an appropriate modification of this Consent Order. If the Parties to this Consent Order are unable to reach such agreement, the dispute shall be resolved in accordance with Section IX, Dispute Resolution, of this Consent Order. The burden of proving that any delay was beyond the reasonable control of the Respondent, and that all the requirements of this section have been met by the Respondent, is on the Respondent.
- 10.6 An extension of any given compliance date based upon a particular incident does not necessarily mean that the Respondent qualifies for an extension of a subsequent compliance date without providing proof regarding each incremental step or other requirement for which an extension is sought.

XI. GENERAL PROVISIONS

- 11.1 With respect to any violations not specifically addressed and resolved by this Consent Order, the DEQ reserves the right to pursue any other remedies to which it is entitled for any failure on the part of the Respondent to comply with the requirements of any state or federal law, including the NREPA and its rules.
- 11.2 Execution of the schedule contained in this Consent Order shall not be construed to waive, estop, or otherwise diminish the DEQ's right to seek or impose civil liability upon, and seek appropriate relief from, the Respondent for degradation of waters of the State and the designated uses thereof arising out of the failure of the Respondent to achieve a proper cleanup pursuant to this Consent Order.
- 11.3 This Consent Order does not constitute a warranty or representation of any kind by the DEQ that the response activities performed in accordance with this Consent Order or DEQ-approved work plans will result in the achievement of the remedial criteria established by law, or that the response activities will ensure protection of public health, safety, or the environment.
- 11.4 This Consent Order in no way affects the Respondent's responsibility to comply with any other applicable local, state, or federal laws or regulations including, without limitation, any corrective action or similar requirements applicable to the Disposal Area pursuant to the NREPA and its rules.
- 11.5 Nothing in this Consent Order is or shall be considered to affect any liability the Respondent may have for natural resources damages caused by the Respondent's ownership and/or operation of the Disposal Area. The State of Michigan does not waive any rights to bring an appropriate action to recover such damages to the natural resources.
- 11.6 The Parties agree that the terms and conditions of this Consent Order will be enforceable in circuit court. The Parties further agree that the appropriate venue for the enforcement of this Consent Order shall be the Circuit Court for Wayne County or

Ingham County, State of Michigan, which courts shall also be appropriate for dispute resolution.

- 11.7 If any provision or authority of this Consent Order or the application of this Consent Order to any Party or circumstances is held by any judicial or administrative authority to be invalid, the application of such provisions to other Parties or circumstances and the remainder of the Consent Order shall remain in force and shall not be affected thereby
- 11.8 The provisions of this Consent Order shall be binding on the Respondent, the DEQ, and their successors and assigns. The Respondent shall give notice of this Consent Order to any prospective successor in interest prior to transfer of ownership of the Disposal Area property or any portion thereof and shall notify the DEQ of such proposed sale or transfer.

XII TERMINATION

- 12.1 This Consent Order shall remain in full force and effect until expressly terminated by a written Notice of Termination issued by the Division Chief. The Respondent may request that the Division Chief issue a written Notice of Termination at any time after achieving full compliance with this Consent Order. Such a request shall consist of a written certification that the Respondent has fully complied with all of the requirements of this Consent Order and has made payment of any fines, penalties, and costs required under this Consent Order. Specifically, this certification shall include:
- a. The date of compliance with each provision of the Compliance Program in Section II of this Consent Order and the date any fines, penalties, or costs were paid;
 - b. a statement that all required information has been reported to the District Supervisor;
 - c. confirmation that all records required to be maintained pursuant to this Consent Order are being maintained at the Disposal Area; and

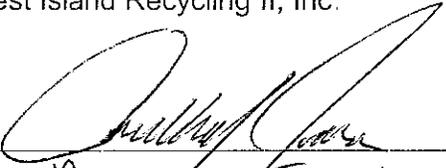
d. additional relevant information requested by the Division Chief.

12.2 The Division Chief shall issue a written Notice of Termination unless the DEQ determines that the Respondent has not submitted the certification required under this section, has failed to submit the information specifically requested by the Division Chief, or has failed to comply with, or complete, all of the requirements of this Consent Order

XIII. SIGNATORIES

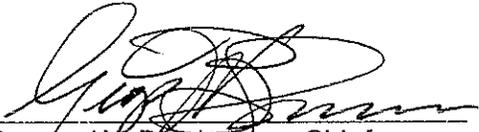
The undersigned CERTIFY they are fully authorized by the party they represent to enter into this Consent Order to comply by consent and to EXECUTE and LEGALLY BIND that party to it.

Forest Island Recycling II, Inc.

By: 
Name: Anthony Joseph
Title: President
Date: Feb. 9, 2009

DEPARTMENT OF ENVIRONMENTAL
QUALITY

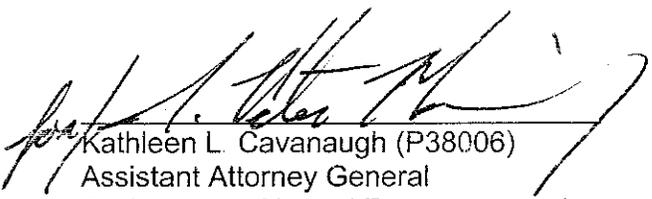
Steven E. Chester
Director

By: 
George W. Brushmann, Chief
Waste and Hazardous Materials
Division

Date: 2-10-09

APPROVED AS TO FORM:

Michael A. Cox
Attorney General


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