

STATE OF MICHIGAN
IN THE 23RD JUDICIAL CIRCUIT FOR THE COUNTY OF
ARENAC

Dept. of Attorney General
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THE DEPARTMENT OF ENVIRONMENTAL
QUALITY, STATE OF MICHIGAN

SEP 23 2016

Plaintiff,

NATURAL RESOURCES
DIVISION

v

Case No: 16-13208-CE

THE VILLAGE OF STERLING

Hon. William F. Myles

Defendant.

Charles A. Cavanagh (P79171)
Assistant Attorney General
Environment, Natural Resources,
and Agriculture Division
P.O. Box 30755
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Phone: (517) 373-7540
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Attorney for Plaintiff

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robjeppert@gmail.com
Attorney for Defendant

CONSENT JUDGMENT

At a session of said Court, held in the City of
Standish, County of Arenac, State of Michigan on
September 21, 2016.

PRESENT: HON WILLIAM F. MYLES
CIRCUIT JUDGE
CIRCUIT COURT JUDGE
P33737

The Plaintiff is the Michigan Department of Environmental Quality (DEQ).

The Defendant is the Village of Sterling (Defendant), which owns and operates two
wastewater stabilization lagoons located at 1202 East State Street, Sterling,
Michigan (Village Lagoon).

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APR. NAAC COUNTY CLERK
ROCKY R. ROCKWELL

The Complaint in this action alleges that Defendant violated Part 31 and 41 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.3101 *et seq* (Part 31), and MCL 324.4101 *et seq* (Part 41), respectively, as well as its Part 31, National Pollutant Discharge Elimination System Permit No. MIG589000 (NPDES Permit), and the Part 22 administrative rules promulgated pursuant to Part 31, being Mich Admin Code, R 323.2201 *et seq*.

In the Complaint, the DEQ seeks injunctive and other relief to require Defendant to comply with its NPDES Permit and the applicable state and federal laws controlling effluent discharges from the Village Lagoon. The DEQ also seeks penalties, the costs of surveillance and enforcement incurred in responding to the alleged violations, and attorney fees and costs.

The parties agree that settling this action is in the public interest. They consent to the entry of this Consent Judgment without further litigation as the most appropriate means of resolving the allegations in the Complaint. As evidenced by the signatures below, the parties agree to, and shall be bound by, the terms and conditions of this Consent Judgment.

Defendant neither admits nor denies liability with respect to any issue addressed in this Consent Judgment. Nor does Defendant admit or deny factual allegations or legal conclusions stated or implied in this Consent Judgment.

NOW THEREFORE, before taking any testimony, without trial of any issue of fact or law, and upon the consent of the parties, by their attorneys, it is hereby ORDERED, ADJUDGED, AND DECREED:

I. JURISDICTION AND VENUE

1.1 This Court has jurisdiction over the subject matter of this action pursuant to Part 31, MCL 324.3115(1), Part 41, MCL 324.4110(1), and the Revised Judicature Act (RJA), MCL 600.605.

1.2 This Court has personal jurisdiction over Defendant pursuant to the RJA, MCL 600.711 and MCL 600.715.

1.3 Venue in this Court is proper pursuant to Part 31, MCL 324.3115(1) and Part 41, MCL 324.4110(1).

1.4 The Court determines that the terms and conditions of this Consent Judgment are reasonable, adequately resolve the environmental issues raised in the Complaint, and properly protect the interests of the people of the State of Michigan.

II. APPLICATION

2.1 Binding effect. The provisions of this Consent Judgment shall be binding on the parties to this action, their officers, agents, employees, successors and assigns, and on those persons in active concert or participation with them who receive actual notice of this Consent Judgment. No change or changes in Defendant's village structure, leadership, personnel, signatories, or status shall alter Defendant's responsibilities under this Consent Judgment in any way. The signatories of this Consent Judgment certify that they are authorized to execute this Consent Judgment and to legally bind the parties they represent.

III. OBJECTIVES OF THIS CONSENT JUDGMENT

3.1 The objectives of this Consent Judgment are to resolve the claims alleged in the Complaint in a manner and under terms satisfactory to the parties and the Court.

IV. COMPLIANCE PROGRAM AND IMPLEMENTATION SCHEDULE

4.1 Basis of Design. Not later than thirty (30) days after the effective date of this Consent Judgment, Defendant shall submit a Basis of Design to the DEQ for review and approval for the replacement of the liners in both lagoon cells at the Village Lagoon in accordance with the Part 41 and Part 22 administrative rules.

4.2 Bi-Monthly Progress Reports. Beginning with the month after the effective date of this Consent Judgment, and continuing until final construction of the lagoon liners at the Village Lagoon has been completed, Defendant shall submit Bi-Monthly Progress Reports to the DEQ advising of Defendant's progress towards achieving compliance with the requirements of this Consent Judgment and the NPDES Permit. Bi-Monthly Progress Reports shall be submitted by the 1st calendar day of every other month. Bi-Monthly Progress Reports shall consist of a brief letter summarizing the current status of the project, and shall include copies of meeting minutes from any construction project meetings between Defendant and any engineers, contractors, or sub-contractors involved in the construction of the lagoon liners at the Village Lagoon.

4.3 Part 41 Permit Application. Not later than sixty (60) days after the effective date of this Consent Judgment, Defendant shall submit to the DEQ an

administratively complete application for a Part 41 permit for the construction of replacement liners that are in compliance with the Part 41 and Part 22 administrative rules.

4.4 Not later than eighteen (18) months after the effective date of this Consent Judgment, Defendant shall complete construction of the replacement liners in both lagoon cells at the Village Lagoon. The replacement liners shall be in compliance with the Part 41 permit and the Part 22 and Part 41 administrative rules.

V. DEQ APPROVAL OF SUBMITTALS

5.1 For the Basis of Design required by paragraph 4.1, above, and any other work plan, proposal, or other document that is required by this Consent Judgment to be submitted to the DEQ by Defendant, the following process and terms of approval outlined in this Section V (DEQ Approval of Submittals) shall apply.

5.2 The Basis of Design, work plans, proposals, and other documents required to be submitted by this Consent Judgment 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 Judgment.

5.3 In the event the DEQ disapproves the Basis of Design, work plan, proposal, or other document, it will notify Defendant, in writing, specifying the reasons for such disapproval. Defendant shall submit, within thirty (30) days of receipt of such disapproval, a revised Basis of Design, work plan, proposal, or other

document that adequately addresses the reasons for the DEQ's disapproval. If the revised Basis of Design, work plan, proposal, or other document is still not acceptable to the DEQ, the DEQ will notify Defendant of this disapproval.

Defendant shall continue to submit a revised Basis of Design, work plan, proposal, or other document that adequately addresses the reasons for the DEQ's disapproval within the time limit specified by the DEQ until an approvable Basis of Design, work plan, proposal, or other document has been approved.

5.4 In the event the DEQ approves with specific modifications the Basis of Design, work plan, proposal, or other document, it will notify Defendant, in writing, specifying the modifications required to be made to such Basis of Design, work plan, proposal, or other document prior to its implementation and the specific reasons for such modifications. The DEQ may require Defendant to submit a revised Basis of Design, work plan, proposal, or other document that adequately addresses such modifications. In the event the DEQ requires Defendant to submit a revised Basis of Design, work plan, proposal, or other document, Defendant shall submit, prior to implementation and within thirty (30) days of receipt of such request, a revised Basis of Design, work plan, proposal, or other document that adequately addresses such modifications. If the revised Basis of Design, work plan, proposal, or other document is still not acceptable to the DEQ, the DEQ will notify the Defendant of this disapproval. Defendant shall continue to submit a revised Basis of Design, work plan, proposal, or other document that adequately addresses the reasons for the DEQ's disapproval within the time limit specified by the DEQ until an

approvable Basis of Design, work plan, proposal, or other document has been approved.

5.5 Upon DEQ approval, or approval with modifications, of the Basis of Design, work plan, proposal, or other document, such Basis of Design, work plan, proposal, or other document shall be incorporated by reference into this Consent Judgment and shall be enforceable in accordance with the provisions of this Consent Judgment.

5.6 Failure by Defendant to submit an approvable Basis of Design, work plan, proposal, or other document within the applicable time periods specified in this Section V (DEQ Approval of Submittals) constitutes a violation of this Consent Judgment and shall subject Defendant to the enforcement provisions of this Consent Judgment, including the stipulated fines provisions specified in Section XI (Stipulated Fines) of this Consent Judgment.

5.7 Any delays caused by Defendant's failure to submit an approvable Basis of Design, work plan, proposal, or other document when due shall in no way affect or alter Defendant's responsibility to comply with any other deadline(s) specified in this Consent Judgment.

5.8 No informal advice, guidance, suggestions, or comments by the DEQ regarding the Basis of Design, reports, work plans, plans, proposals, specifications, schedules, or any other writing submitted by Defendant will be construed as relieving Defendant of its obligation to obtain written approval, if and when required by this Consent Judgment.

VI. EXTENSIONS AND MODIFICATIONS

6.1 Defendant and the DEQ agree that the DEQ may grant Defendant a reasonable extension of the specified deadlines set forth in this Consent Judgment. Any extension shall be preceded by a written request in duplicate to the DEQ, Water Resources Division (WRD), Enforcement Unit Chief and the WRD Saginaw Bay District Supervisor at the respective addresses in paragraph 13.1, no later than ten (10) business days prior to the pertinent deadline, and shall include:

- A. Identification of the specific deadline(s) of this Consent Judgment that will not be met;
- B. A detailed description of the circumstances that will prevent Defendant from meeting the deadline(s);
- C. A description of the measures Defendant has taken and/or intends to take to meet the required deadline; and
- D. The length of the extension requested and the specific date on which the obligation will be met.

6.2 The Saginaw Bay District Supervisor, in consultation with the Enforcement Unit Chief, shall respond in writing to such requests required in paragraph 6.1. No change or modification to this Consent Judgment shall be valid unless in writing from the DEQ, and if applicable, signed by both parties.

VII. REPORTING

7.1 Defendant shall verbally report any violation(s) of the terms and conditions of this Consent Judgment to the Saginaw Bay 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 the violation(s), as well as a description of any actions proposed or taken to correct the violation(s). Defendant shall report any anticipated violation(s) of this Consent Judgment to the above-referenced individual in advance of the relevant deadlines whenever possible.

VIII. RECORDKEEPING

8.1 Upon request by an authorized representative of the DEQ, Defendant shall make available to the DEQ all records, plans, logs, and other documents required to be maintained under this Consent Judgment or pursuant to Part 31 and Part 41 or their administrative rules. All such documents shall be retained by Defendant 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 31 or Part 41 or their administrative rules.

IX. FORCE MAJEURE

9.1 Defendant shall perform the requirements of this Consent Judgment within the time limits established herein, unless performance is prevented or delayed by events which constitute a "Force Majeure" event. Any delay in the performance attributable to "Force Majeure" shall not be deemed a violation of Defendant's obligations under this Consent Judgment in accordance with this Section.

9.2 For the purpose of this Consent Judgment, "Force Majeure" means an occurrence or non-occurrence arising from causes not foreseeable, beyond the control of and without the fault of Defendant, such as: an Act of God; untimely review of permit applications or submissions by the DEQ or other applicable authority; failure of computer equipment or software that is not foreseeable, beyond the control of and without the fault of Defendant, and acts or omissions of third parties that could not have been avoided or overcome by Defendant's due diligence and that delay the performance of an obligation under this Consent Judgment. "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 Defendant's actions or omissions.

9.3 Defendant 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 Judgment. Leaving a voice mail message at the DEQ Saginaw Bay District Office with the Saginaw Bay District Supervisor shall constitute verbal notice. 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 Defendant to prevent or minimize the delay, and the timetable by which those measures shall be implemented. Defendant shall adopt all reasonable measures to avoid or minimize any such delay.

9.4 Defendant's failure to comply with the notice requirements of paragraph 9.3 shall render this Section IX (Force Majeure) 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 9.3 of this Consent Judgment.

9.5 If the parties agree that the delay or anticipated delay was beyond the control of Defendant, they may stipulate to that fact and petition the Court for an appropriate modification of this Consent Judgment. If the parties to this Consent Judgment are unable to reach an agreement regarding a delay or anticipated delay, the dispute shall be resolved in accordance with Section X (Dispute Resolution) of this Consent Judgment. Defendant bears the burden of proving that any delay was beyond its reasonable control and that it met all the requirements of this Section IX (Force Majeure).

9.6 An extension of one compliance date based upon a particular incident does not necessarily mean that Defendant 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.

X. DISPUTE RESOLUTION

10.1 The dispute resolution procedures of this Section X (Dispute Resolution) shall be the exclusive mechanism to resolve disputes arising under this Consent Judgment and shall apply to all provisions of this Consent Judgment.

10.2 Any dispute that arises under this Consent Judgment shall in the first instance be the subject of informal negotiations between the parties. The period of negotiations shall not exceed ten (10) days from the date of written notice by any party to the other party that a dispute has arisen, but it may be extended by an agreement of the parties. The period for informal negotiations shall end when the DEQ provides a written statement setting forth its proposed resolution of the dispute to Defendant.

10.3 If Defendant and the DEQ cannot resolve a dispute by informal negotiations, then the dispute shall be resolved in accordance with the resolution proposed by the DEQ, except as provided in paragraph 10.4.

10.4 Within ten (10) days after receipt of the DEQ's proposed resolution, Defendant may file a petition for resolution with this Court setting forth 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 insure orderly implementation of this Consent Judgment. Any judicial review shall be limited to the administrative record.

10.5 Filing a petition with this Court to resolve a dispute shall not, by itself, extend or postpone any obligation of Defendant under this Consent Judgment.

10.6 Notwithstanding a party's decision to invoke dispute resolution, stipulated fines and any applicable interest shall accrue from the first day of Defendant's failure or refusal to comply with any term or condition of this Consent Judgment. In the event, and to the extent, that Defendant does not prevail on the

disputed issue, stipulated fines and any applicable interest shall be paid within ten (10) calendar days in the manner provided for in paragraph 11.2 of this Consent Judgment. Defendant shall not be assessed stipulated fines for disputes resolved in its favor.

10.7 Notwithstanding this Section X (Dispute Resolution), Defendant shall pay that portion of a demand for reimbursement of costs or payment of stipulated fines that is not subject to good faith resolution in accordance with and in the manner provided in Section XI (Stipulated Fines) of this Consent Judgment, as appropriate.

XI. STIPULATED FINES

11.1 Stipulated Fines. In the event that Defendant fully complies with the terms and conditions of this Consent Judgment, stipulated fines shall not be assessed. However, Defendant shall pay stipulated fines for failure to comply with the terms of this Consent Judgment as follows:

A. Defendant shall pay a stipulated fine of \$2,500.00 per violation for failure to comply with the specific deadlines regarding the submission of the Basis of Design, Bi-Monthly Progress Reports, Part 41 permit application, and the completion of the replacement liners in both lagoon cells at the Village Lagoon contained within paragraphs 4.1, 4.2, 4.3, and 4.4 of this Consent Judgment. If, after thirty (30) days from the original deadline, Defendant has not fully corrected the violation, stipulated fines shall begin to accrue in accordance with paragraph 11.1.B, below.

B. Defendant shall pay a stipulated fine of \$200.00 per violation per day for 1 to 7 days of violation, \$300.00 per violation per day for 8 to 14 days of violation, and \$500.00 per violation per day for each violation thereafter for failure to comply with a provision of Section IV (Compliance Program and Implementation Schedule) or Section V (DEQ Approval of Submittals) of this Consent Judgment.

C. Defendant shall pay a stipulated fine of \$200.00 per violation per day for failure to comply with any other provision of this Consent Judgment not identified in paragraphs 11.1.A or 11.1.B, above.

D. All accrued stipulated fines shall be paid by Defendant within thirty (30) calendar days after written demand by the DEQ in the form of a certified check made payable to the "State of Michigan" and delivered to the DEQ, Accounting Services Division, Cashier's Office, P.O. Box 30657, Lansing, MI 48909-8157. To ensure proper credit, all payments made pursuant to the Consent Judgment shall include the Agreement Identification No. _____ on the face of the check, including the letter "S" at the end of the sequence of numbers.

E. Payment of stipulated fines shall not alter or modify in any way Defendant's obligation to comply with the terms and conditions of this Consent Judgment.

F. The provisions of this paragraph shall not bar the DEQ from seeking any additional remedies or sanctions available to it for any violation of this Consent Judgment or any other provision of applicable law.

G. The DEQ, at its discretion, may seek stipulated fines or statutory civil fines for any violation of this Consent Judgment that is also a violation of any provision of applicable federal and state law, rule, regulation, permit, or DEQ Administrative Order. However, the DEQ is precluded from seeking both a stipulated fine under this Consent Judgment and a statutory civil fine for the same violation.

H. To ensure timely payment of any stipulated fines assessed pursuant to paragraphs 11.1.A, 11.1.B, or 11.1.C of this Consent Judgment, Defendant shall pay an interest penalty to the State of Michigan each time it fails to make a complete or timely payment under this Consent Judgment. The interest payment shall be determined at a rate of interest that is equal to one percent (1%) plus the average interest rate paid at auctions of 5-year United States treasury notes during the six months immediately preceding July 1 and January 1, as certified by the state treasurer, compounded annually, and using the full increment of amount due as principal, calculated from the due date specified in this Consent Judgment until the date that delinquent payment is finally paid in full. MCL 600.6013(8). Payment of an interest penalty by Defendant shall be made to the State of Michigan in accordance with paragraph 11.1.D of this Consent Judgment. Interest

payments shall be applied first toward the most overdue amount or outstanding interest penalty owed by Defendant before any remaining balance is applied to subsequent payment amount or interest penalty.

11.2 Defendant agrees not to contest the legality of any stipulated fines assessed pursuant to paragraph 11.1 of this Consent Judgment, but otherwise reserves the right to dispute the factual basis upon which the application of stipulated fines is made.

XII. RIGHT OF ENTRY

12.1 Defendant shall allow the DEQ, including authorized representatives and contractors who present proper credentials, to enter upon the premises of the Village Lagoon at all reasonable times for the purpose of monitoring compliance with Section IV (Compliance Program and Implementation Schedule), all applicable laws and regulations, and the provisions of this Consent Judgment. Defendant shall take reasonable steps to prevent its officers, agents, and employees from interfering with the DEQ's lawful entry onto the Village Lagoon including, but not limited to, entry pursuant to MCL 324.3105. This paragraph in no way limits the DEQ's authority to conduct tests and inspections pursuant to Part 31 and Part 41 and their rules and any other applicable statutory provision or regulation.

XIII. NOTICES

13.1 Any submittal, notice, report, documentation, or recitation required by this Consent Judgment, not already specified, shall be submitted to the attention of:

For Plaintiff: Charlie Bauer
Saginaw Bay District Supervisor
401 Ketchum Street, Suite B
Bay City, MI 48708-5430

Barry Selden
Enforcement Unit Chief
525 West Allegan Street
Constitution Hall, 1S
P.O. Box 30242
Lansing, MI 48909-7742

For Defendant: Jim Hazeltine or his successor
President of Village of Sterling
P.O. Box 165
Sterling, MI 48659

Robert Eppert
1144 W. Lake Street
P.O. Box 426
Tawas City, MI 48764

Either party may send a written notice to the other party providing updated names and contact information for the person or persons designated in paragraph 13.1, above.

13.2 Defendant shall submit all reports, work plans, specifications, schedules, or any other writing required by Section IV (Compliance Program and Implementation Schedule) to the individuals identified in paragraph 13.1. The cover letter with each submittal shall identify the specific paragraph and requirement of this Consent Judgment that the submittal is intended to satisfy.

XIV. GENERAL PROVISIONS

14.1 Third Parties. This Consent Judgment does not limit or affect the rights of Defendant or the State of Michigan against any third parties.

14.2 Severability. Should any provision of this Consent Judgment be declared by a court of competent jurisdiction to be inconsistent with state or federal law and, therefore, unenforceable, the remaining provisions shall remain in full force and effect.

14.3 Modification. Any party to this Consent Judgment may petition the Court for modification of this Consent Judgment prior to the expiration of the effective period. Any modification must be in writing and approved by the Court. No party may petition the Court for a modification of this Consent Judgment without first having made a good faith effort to reach an agreement with the other party on the terms of any such modification.

14.4 Other Laws. This Consent Judgment in no way affects Defendant's responsibility to comply with any other applicable state, federal, or local laws or regulations, or with any order of this or any other Court, including without limitation, any other provisions of Part 31, Part 41, or their rules for matters not specifically addressed in this Consent Judgment.

14.5 Settlement.

A. This Consent Judgment is in full settlement and satisfaction of all matters alleged in the Complaint.

B. Entry of this Consent Judgment does not constitute a release from liability for any natural resource damages that have occurred or may occur at or because of activities at the Village Lagoon.

C. This Consent Judgment constitutes a civil settlement of the violations alleged in the Complaint. It does not, however, resolve any criminal action that may result for those same violations.

14.6 Good Faith Negotiations. The parties agree to diligently and in good faith pursue informal negotiations to resolve any disputes arising out of this Consent Judgment prior to resorting to judicial enforcement. Such negotiations shall proceed in a timely manner.

14.7 Sale or Transfer. In the event Defendant sells or transfers the Village Lagoon, it shall advise any purchaser or transferee of the existence of this Consent Judgment in connection with such sale or transfer. Within thirty (30) calendar days, Defendant shall also notify the WRD Saginaw Bay District Supervisor, in writing, of such sale or transfer, the identity and address of any purchaser or transferee, and confirm the fact that notice of this Consent Judgment has been given to the purchaser and/or transferee. The purchaser and/or transferee of this Consent Judgment must agree, in writing, to assume all of the obligations of this Consent Judgment. A copy of that agreement shall be forwarded to the WRD Saginaw Bay District Supervisor within thirty (30) days of assuming the obligations of this Consent Judgment.

XV. TERMINATION

15.1 This Consent Judgment shall remain in full force and effect for a period of at least five (5) years, or until one year after the date that the DEQ files a certificate of satisfied judgment pursuant to MCR 2.620. Prior to the filing of a satisfaction of judgment, Defendant shall submit a written request to the WRD Chief at the Michigan Department of Environmental Quality, Water Resources Division, P.O. 30242, Lansing, MI 48909-7742 to terminate this Consent Judgment. The written request shall consist of a written certification statement specifically detailing that Defendant has fully complied with all the requirements of this Consent Judgment and has made all payments, including all stipulated fines required by this Consent Judgment. Specifically, the certification shall include: (i) the date of compliance with each provision of the compliance program and the date any payments or stipulated fines were paid; (ii) a statement that all required information has been reported to the WRD Saginaw Bay District Supervisor; (iii) confirmation that all records required to be maintained pursuant to this Consent Judgment are being maintained at the Village Lagoon; and (iv) such information as may be requested by the WRD Chief. Within sixty (60) days after receipt of a complete written request, the DEQ shall determine whether Defendant is in full compliance with all the provisions of this Consent Judgment, and if Defendant is in full compliance with all such provisions, the DEQ shall file a satisfaction of judgment pursuant to MCR 2.620. Any dispute about whether Defendant is in full compliance with all the provisions of this Consent Judgment shall be resolved

pursuant to the dispute resolution provisions in Section X (Dispute Resolution) of this Consent Judgment.

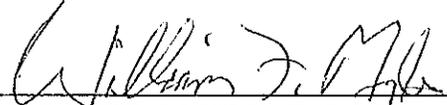
XVI. RETENTION OF JURISDICTION

16.1 Prior to the termination of this Consent Judgment under Section XV (Termination), above, this Court shall retain jurisdiction over this action to modify or enforce the terms of this Consent Judgment, to assess stipulated fines, to resolve disputes arising under its terms, or to take any action necessary or appropriate for construction or implementation of this Consent Judgment.

XVII. EFFECTIVE DATE

17.1 This Consent Judgment shall be effective upon the date it is entered by the Court. All dates for performance of activities under this Consent Judgment shall be calculated from the effective date of this Consent Judgment unless specified otherwise. For the purposes of this Consent Judgment, the term "day" shall mean a calendar day unless otherwise noted.

IT IS SO ORDERED THIS 21ST day of September, 2016.


CIRCUIT COURT JUDGE

STIPULATION

The parties hereby stipulate to the entry of the forgoing Consent Judgment.
Notice and hearing on entry of the above order is waived.

FOR PLAINTIFF

Michigan Department of Environmental Quality

By: C. Heidi Grether Dated: 9.7, 2016
C. Heidi Grether, Director
Michigan Department of Environmental Quality

BILL SCHUETTE

Attorney General

By: Charles A. Cavanagh Dated: 9.19, 2016
Charles A. Cavanagh (P79171)
Assistant Attorney General
Environment, Natural Resources,
and Agriculture Division
Attorney for Plaintiff

FOR DEFENDANT

By: Jim Hazeltine Dated: 8-9-, 2016
Jim Hazeltine
President
Village of Sterling

By: Robert J. Eppert Dated: 8-2-, 2016
Robert J. Eppert (P28841)
Attorney for Defendant.