

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
MATERIALS MANAGEMENT DIVISION

In the matter of:

**Former General Motors Corporation
Manufacturing Facility (aka "Buick City")**
902 East Leith Street
Flint, Michigan 48550

MMD Order No. 111-02-2020

Site Identification No. MID 005 356 712
Waste Data System No. 393423

CORRECTIVE ACTION CONSENT ORDER

This Corrective Action Consent Order ("Consent Order") is being entered into between Revitalizing Auto Communities Environmental Response Trust ("RACER") and its wholly owned affiliate RACER Properties LLC (collectively, "Respondent"), and the Michigan Department of Environment, Great Lakes, and Energy ("EGLE"), Materials Management Division ("MMD"), pursuant to Sections 11115a and 11151 of Part 111, Hazardous Waste Management, of the Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, Michigan Compiled Laws ("MCL") 324.101 *et seq.* ("NREPA"); Part 201, Environmental Remediation, of the NREPA ("Part 201"); the rules promulgated under these parts; and the authority vested in EGLE as an authorized state under the federal Resource Conservation and Recovery Act of 1976, as amended ("RCRA"). Respondent and EGLE may be referred to below individually as "Party" or collectively as "Parties."

I. STATEMENT OF PURPOSE

1.1 In entering this Consent Order, the mutual objectives of the Parties are:

- a. For Respondent to conduct Part 111 of the NREPA ("Part 111") corrective action at known and newly-identified Waste Management Units ("WMUs") and Areas of Concern ("AOCs"), and Areas of Interest ("AOIs"); and in coordination with EGLE

Water Resources Division (“WRD”) for compliance with the National Pollutant Discharge Elimination System (“NPDES”); and coordination of Toxic Substance Control Act of 1976, 15 United States Code (“USC”), § 2601 *et seq.* (“TSCA”) implementation in identified TSCA areas (“TSCA Areas”) with the United States Environmental Protection Agency (“USEPA”), as necessary, to protect public health, safety, welfare, and the environment.

- b. For Respondent to use the applicable environmental protection standards promulgated under Part 201 and adopted in Part 111 R 299.9629(3)(a)(ii) and (iii) for corrective action purposes, provided these state standards are not less stringent than RCRA, at known and newly-identified WMUs, AOCs, AOIs for “contaminants,” “hazardous waste,” “hazardous waste constituents,” and “hazardous constituents,” as those terms are defined in Part 111, and “hazardous substances,” as that term is defined in Part 201; and Part 31, Water Resources Protection, of the NREPA (“Part 31”); and the rules promulgated pursuant to Part 31, including, but not limited to, the compliance standards in Part 22, Groundwater Quality, rules (“Part 22”).
- c. For EGLE to act as the Lead Agency under the Settlement Agreement (as defined in Paragraph 3.13) so that the WMUs, AOCs, AOIs, and TSCA Areas can be comprehensively addressed through entry of this Consent Order.
- d. For Respondent to perform corrective action in accordance with RCRA and perform the corrective action Environmental Indicators (“EI”) demonstrations required by USEPA under the federal Government Performance and Results Act of 1993 (“GPRA”) for control of human exposures and migration of contaminated groundwater. The GPRA is relevant to this Consent Order insofar as the State of Michigan has been granted final authorization by the Administrator of USEPA, pursuant to RCRA Section 3006(b) of RCRA, 42 USC § 6926(b), to administer a hazardous waste program in Michigan, subject to certain USEPA statutory and regulatory requirements including relevant portions of the GPRA.

- e. For Respondent and EGLE (as a signatory to the Settlement Agreement, as defined below, via the State of Michigan Attorney General) to work in close coordination for the implementation of this Consent Order in accordance with the terms, conditions, restrictions, and limitations, in particular funding limitations, set forth in the Environmental Response Trust Consent Decree and Settlement Agreement (“Settlement Agreement”) among Motors Liquidation Company (“MLC”; f/k/a General Motors Corporation), Respondent’s predecessor-in-interest, and MLC’s affiliated debtors as debtors and debtors in possession, fourteen (14) states including the State of Michigan, the St. Regis Mohawk Tribe, and EPLET, LLC (not individually but solely in its representative capacity as Administrative Trustee of the “Environmental Response Trust” established thereby) that established RACER, notice of which was published in the 75 *Federal Register* 66390 (Oct. 28, 2010) and a copy of which is available on RACER’s website at http://racertrust.org/About_RACER/Settlement_Agreement. In the event of any conflict between this Consent Order and the Settlement Agreement, the Settlement Agreement shall control.
- f. For Respondent to implement a corrective measures strategy designed to address both the corrective action requirements described in this Consent Order and the coordination of corrective action with any existing or prospective redevelopment, including preparation of a groundwater management strategy as part of the corrective action process to support new redevelopment construction activities and to plan for the long-term stewardship of the Facility.
- g. For Respondent and EGLE to incorporate in this Consent Order (particularly in Section VIII - Corrective Action to be Performed) selected principles, where practical, as described in USEPA’s May 18, 2016, memorandum entitled “Resource Conservation and Recovery Act Facilities Investigation Remedy Selection Track (RCRA FIRST) – A Toolbox for Corrective Action” (“RCRA FIRST”), including reduction of planning time, faster cleanup decisions, an emphasis on value-added activities, and facilitation of the redevelopment of corrective action facilities.

- h. For EGLE and Respondent to identify and implement appropriate strategies and mechanisms to assure any prospective purchaser that redevelopment of the Facility can proceed without liability for legacy environmental conditions in accordance with and subject to the Settlement Agreement and any applicable fully-executed Prospective Purchaser Agreement. EGLE and Respondent will identify strategies and resources to ensure that Respondent's and/or EGLE's capacity to conduct and maintain remedial measures are adequate to address Facility environmental management requirements and to maximize those resources available to Respondent under the Settlement Agreement.

II. JURISDICTION

- 2.1 Pursuant to its authority under MCL 324.105 and Part 111, EGLE has promulgated administrative rules pertinent to the identification, generation, treatment, storage, disposal, and transportation of hazardous wastes in Michigan. These rules are set forth in the 2013 *Annual Administrative Code Supplement* as revised by 2017 *Michigan Register* 6, R 299.9101 *et seq.* ("Part 111 Rules").
- 2.2 On October 30, 1986, the State of Michigan was granted final authorization by the Administrator of USEPA, pursuant to RCRA Section 3006(b), 42 USC § 6926(b), to administer a hazardous waste program in Michigan in lieu of the federal program, 40 Code of Federal Regulations ("CFR") Part 272, Subpart X, 51 *Federal Register* 36804 (October 16, 1986). This authorization is maintained through periodic updates. RCRA Section 3008, 42 USC § 6928, provides that USEPA may enforce state regulations in those states authorized to administer a hazardous waste program.
- 2.3 Pursuant to Executive Order 2019-06, MCL 324.11115a, and MCL 324.11151(1), the Director of EGLE is authorized to issue corrective action orders and orders to comply. The Director of EGLE has delegated the authority to enter into this Consent Order to the Director of the MMD.

- 2.4 This Consent Order is issued to Respondent, which, as of the Effective Date, is collectively the owner and/or operator of the real property known as Buick City located at 902 East Leith Street in Flint, Genesee County, Michigan, encompassing approximately 354.047 acres of land, as more particularly defined below. The real property owned by Respondent within the Facility comprises less than the approximately 413 acres of real property comprising the Facility (for which Respondent has corrective action obligations under this Consent Order), insofar as Respondent has sold various portions of the Facility for redevelopment since taking title to such property in 2011.
- 2.5 Respondent consents and agrees to the issuance and entry of this Consent Order and stipulates that the resolution of this matter by a final order to be entered as a Consent Order is proper and acceptable under the Settlement Agreement. This Consent Order is a final order of EGLE and becomes effective on the date it is signed by the Director of the MMD.
- 2.6 In accordance with Section V.3.A. of the Memorandum of Understanding Between the United States Environmental Protection Agency and the Michigan Department of Environmental Quality (now EGLE) dated November 2, 2000 ("MOU"), on March 6, 2020, EGLE formally requested that USEPA transfer primary responsibility for oversight of corrective action activities at the Facility to EGLE. On March 13, 2020, USEPA agreed to transfer the lead for RCRA corrective action at the Facility to EGLE, contingent on EGLE entering into this Consent Order with Respondent and EGLE's continued coordination and regular communication with USEPA. Upon transfer to EGLE, EGLE shall become the Lead Agency under the Settlement Agreement and MOU with all the obligations, authority and responsibilities associated therewith, including primary responsibility over RCRA corrective action at the Facility and USEPA became the Support Agency under the Settlement Agreement and MOU.
- 2.7 In accordance with the Settlement Agreement, Respondent further consents to and agrees not to contest EGLE's jurisdiction and authority to issue this Consent Order and to enforce its terms. In addition, subject to the Settlement Agreement, Respondent will

not contest EGLE's jurisdiction and authority to: compel compliance with this Consent Order in any subsequent enforcement proceedings, either administrative or judicial; require full or interim compliance by Respondent with the terms of this Consent Order; or impose sanctions for violations of this Consent Order.

- 2.8 The Parties agree that signing this Consent Order is for settlement purposes only and does not constitute an admission by Respondent that any law has been violated or an admission of any factual allegation or legal conclusion stated or implied in this Consent Order. Respondent expressly reserves all rights it may have in law or in equity to maintain or defend against any claim brought by or against any person.

III. DEFINITIONS

- 3.1 Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in Part 111 or RCRA or the regulations promulgated under those statutes will have the definitions given to them in Part 111 or RCRA or in such regulations.
- 3.2 "WMU" means any discernible unit at which contaminants have been placed at any time, or at which contaminants have been released, or at which there is a threat of release regardless of the intended use of such unit, and which is subject to the corrective action requirements of MCL 324.11115a(1) and (2) and MCL 324.11115b or R 299.9629. The term "WMU" includes the term "Solid Waste Management Unit" ("SWMU") as defined by USEPA in 61 *Federal Register* 19442 (May 1, 1996).
- 3.3 "AOC" and "AOI" means those units that may not meet the definition of a WMU but that may have released contaminants, hazardous waste, hazardous waste constituents, hazardous constituents or hazardous substances to the environment on a nonroutine basis, which may present an unacceptable risk to public health, safety, welfare, or the environment and are subject to the corrective action requirements of Part 111.

3.4 “Facility” means the real property commonly known as Buick City located at 902 East Leith Street in Flint, Genesee County, Michigan, encompassing approximately 413 acres of land. The Facility consists of most of the former General Motors Corporation (“GMC”) - Buick City manufacturing plant property and the various associated support operations and related infrastructure.

3.4.1 The Facility is generally bounded to the north by Pierson Road, to the south by Harriet Street/East Hamilton Avenue, to the east by James P. Cole Boulevard and CSX Railroad, and to the west by Andrew Street/Horton Avenue, Industrial Avenue and North Street. The map in **Attachment A** delineates the boundaries of the Facility.

3.4.2 For purposes of the Facility’s corrective action, USEPA generally referred to it as two geographic areas, i.e., the “Southend” and the “Northend,” which are divided by Leith Street.

3.4.3 Upon the effective date of the Settlement Agreement in 2011, ownership of the Facility was vested in RACER’s wholly owned affiliate RACER Properties LLC. Since 2011, RACER Properties LLC has transferred title to approximately 59 acres of the Facility to third parties for redevelopment purposes.

3.4.4 For some purposes under this Consent Order, the Facility will be referred to as the “Southend” or “Northend.” Where appropriate, however, this Consent Order shall refer to the portion of the Facility still owned by RACER Properties LLC at the Effective Date as the “Owned Portion of the Facility” and the portion of the Facility owned by third parties at the Effective Date as the “Non-Owned Portion of the Facility.”

3.4.5 There are no current manufacturing operations being conducted on the Owned Portion of the Facility at the Effective Date. As of that date, however, there are manufacturing, and other commercial activities being conducted on the Non-Owned Portion of the Facility.

- 3.4.6 Building demolition has been completed in the vacant portion of the Southend. Demolition of all but a few minor structures has also been performed in the Northend.
- 3.5 The terms “contaminant”, “hazardous waste constituents”, “hazardous constituent” and “hazardous wastes” as they relate to WMUs, AOCs, AOIs, and TSCA Areas on the Facility, have the same meaning as defined in Part 111, and the rules promulgated thereunder.
- 3.6 “Day” means calendar day.
- 3.7 The terms “hazardous substance” and “institutional control” have the same meanings as defined in Part 201, but for purposes of this Consent Order, institutional controls shall also include restrictive covenants or other land, or resource use restrictions authorized under Part 201.
- 3.8 The term “Effective Date” is the date this Consent Order is signed by the Director of the MMD, designee of the Director of EGLE as set forth in MCL 324.20101(1)(j) and Executive Orders 2011-1 and 2019-06, codified at MCL 324.99922 and 324.99923, respectively.
- 3.9 The term “GPRA” refers to the Government Performance and Results Act of 1993, Public Law 103-62, 107 Stat. 285.
- 3.10 “Responsible Official” means: (a) an Administrative Trustee, president, secretary, treasurer, or vice-president of the legal entity in charge of a principal business function, or any other person who performs similar policy or decision-making functions for such legal entity; or (b) the manager of one or more manufacturing, production, or operation facilities employing more than 250 persons, or having gross annual sales, or expenditures exceeding \$35 million (in 1987 dollars when the Consumers Price Index

was 345.3), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

- 3.11 "Oversight Costs" means the costs incurred after the Effective Date of this Consent Order and subject to the conditions provided in Section XIII (Oversight Costs). Oversight Costs include, but are not limited to, costs to: monitor response activities at the Facility; observe and comment on field activities; review and comment on submissions; collect and analyze samples; evaluate data; purchase equipment and supplies to perform monitoring activities; attend and participate in meetings; prepare and review cost reimbursement documentation; and enforce, monitor, and document compliance with this Consent Order.
- 3.12 "RCRA FIRST" means the principles described in USEPA's May 18, 2016, memorandum entitled "Resource Conservation and Recovery Act Facilities Investigation Remedy Selection Track (RCRA FIRST) – A Toolbox for Corrective Action," including reduction of planning time, faster cleanup decisions, an emphasis on value-added activities, and facilitation of the redevelopment of corrective action facilities.
- 3.13 The terms "Lead Agency" and "Support Agency" shall have the definitions ascribed to them in the Settlement Agreement.
- 3.14 The term "Termination Agreement" refers to the Acknowledgement of Termination and Agreement on Record Preservation and Reservation of Rights executed between Respondent and USEPA contemporaneously with the execution of this CACO.

IV. PARTIES BOUND

- 4.1 The provisions of this Consent Order apply to and are binding upon Respondent, EGLE, and their successors and assigns.
- 4.2 No change in ownership or corporate or partnership status relating to the Facility will, in any way, alter the responsibility of the Respondent under this Consent Order unless

agreed to in writing between EGLE and the Respondent. Any conveyance of title, easement, or other interest in the Facility, or a portion of the Facility, will not affect the obligations of the Respondent under this Consent Order. Respondent will be responsible and liable for any failure to carry out all activities required of the Respondent by the terms and conditions of this Consent Order, regardless of Respondent's use of employees, agents, contractors, or consultants to perform any such tasks. This paragraph will not apply if EGLE and Respondent agree that this Consent Order has been terminated as to the Facility or any relevant portion of the Facility.

- 4.3 Respondent shall provide a copy of this Consent Order to all contractors, subcontractors, laboratories, and consultants retained after the Effective Date of this Consent Order to conduct or monitor any portion of the work to be performed pursuant to this Consent Order within one (1) week after the effective date of this Consent Order, or within one (1) week after the date of retention of such person(s), whichever occurs later. Notwithstanding the terms of any such contract, Respondent is responsible for compliance with the terms of this Consent Order.
- 4.4 Respondent shall give notice of this Consent Order to any successor in interest prior to transfer of ownership or operation of the Facility, in whole or in part, and shall notify EGLE in writing generally not less than ninety (90) days, unless circumstances require shorter notice, in such cases not less than thirty (30) days, prior to such scheduled transfer. This written notice to EGLE shall describe how Respondent has ensured that, despite the transfer, all institutional controls that have been or will be required for the Facility through the corrective action process will be implemented and maintained, consistent with intended use and protection of human health and the environment.

V. FINDINGS OF FACT

- 5.1 Respondent is a person as defined by MCL 324.301(j) and R 299.9106(i).
- 5.2 Respondent is an Environmental Response Trust established under the laws of the State of New York pursuant to the Settlement Agreement as well as the wholly owned

affiliate of such Environmental Response Trust. Pursuant to the Settlement Agreement, RACER is the responsible party for the WMUs, AOCs, AOIs, and TSCA Areas of the Facility referenced in Paragraph 1.1.a. that historically generated, stored, and treated hazardous waste, hazardous waste constituents, hazardous constituents, and/or hazardous substances as part of GMC's manufacturing processes.

- 5.3 The Facility was operated by GMC as a hazardous waste management facility. GMC did not pursue licensing of its regulated units under MCL 324.11118 and MCL 324.11123, R 299.9601, R 299.9502, and Section 3004 of RCRA, 42 USC § 6924. Therefore, GMC withdrew its Part B Permit Application. Each of the regulated units underwent RCRA closure and the Facility remained subject to RCRA corrective action under 3008(h) as an interim status facility. Pursuant to the Termination Agreement, Respondent's obligations to USEPA under the 2011 AOC as defined in Paragraph 5.13 below, have been replaced by Respondent's obligations to EGLE under this Consent Order in accordance with MCL 324.11115b. **Attachment A2** depicts the original Part A Permit Application boundary subject to corrective action based on EGLE records.
- 5.4 The Facility is predominantly zoned non-residential (390.563 acres of the total 412.947 acres or 94.58%) including 367.075 acres zoned heavy manufacturing with 5.42% zoned residential. Of the residential, one (1) single family lot is outside the boundaries of the historically active manufacturing site and one (1) parcel (2.321 acres) zoned single family is located south of the Lear Corporation property. The zoning designations include: A – 2 Single Family Medium Density, B – 2 Family Residential, C – 1 Multi Family Walk-up Apartments, D – 2 Neighborhood Business, D – 3 Community Business, E – Heavy Commercial Limited Manufacturing, F – Intermediate Manufacturing, and G – Heavy Manufacturing (see **Attachment B** for Parcel Map and Acreage Summary). Zoning for parcels adjoining the Facility is shown on **Attachment C**.
- 5.5 GMC's primary business at the Facility was the manufacturing of automobiles and automobile parts. The various manufacturing processes generated, treated, stored, and/or disposed of hazardous waste from 1903 until cessation of manufacturing operations in 2010. The manufacturing process generated various hazardous wastes,

including, but not limited to those with USEPA Codes F001, F002, F003, F005, F011, D001, D006, D008, and D035.

- 5.6 In accordance with and subject to the Settlement Agreement, Respondent has responsibilities at the Facility under Part 31, Part 111, Part 201, the Part 4 Water Quality Standards rules and Part 22 Groundwater Quality rules promulgated pursuant to Part 31, and NPDES Permit Number MI0001597. EGLE WRD is addressing with Respondent in a separate action the discharge of pollutants from the Facility via sewer outfalls to surface waters of the State. EGLE will coordinate internally to consider the remaining financial resources available in RACER's Cleanup Budget for the Facility to address the discharges from the Facility via the sewer outfalls along with other corrective action objectives related to the cleanup, redevelopment, and the long-term stewardship of the Facility.
- 5.7 On August 18, 1980, GMC filed an initial Notification of Hazardous Waste Activity with USEPA pursuant to Section 3010 of RCRA. The Facility's USEPA Identification Number is MID 005 356 712.
- 5.8 USEPA and GMC entered into a RCRA 3008(h) Administrative Order on Consent, ("EPA-ACO") for the Facility in March 2000, to address the need for corrective actions.
- 5.9 Pursuant to the EPA-ACO, between 2000 and 2006, GMC performed investigative work pursuant to RCRA Facility Investigation ("RFI") Work Plans, which were approved by USEPA to identify the nature and extent of releases of hazardous waste and/or hazardous constituents at or from the Facility. GMC reported the results of the investigation in the RFI Reports.
- 5.10 As a result of GMC's bankruptcy, the operating assets of GMC were sold to a newly formed company, General Motors LLC. Existing, non-continuing assets remained the property of the "old" GMC, which changed its name to MLC. Corrective action

activities conducted at the Facility from approximately July 2009 to March 30, 2011, were performed by MLC.

- 5.11 In the Revised Corrective Measures Proposal ("CMP") dated May 1, 2008, and the Revised CMP Addendum #1 dated October 22, 2009, MLC proposed to USEPA final Corrective Measures necessary to protect human health and the environment from all current and future unacceptable risks due to releases of hazardous waste or hazardous constituents at or from the Facility. The CMP describes all proposed Corrective Measures that MLC evaluated, an explanation of why MLC preferred the proposed final Corrective Measures, and cost estimates for the final Corrective Measures evaluated. The CMP also included a schedule to construct and implement the final Corrective Measures.
- 5.12 On August 17, 2004, USEPA made the Environmental Indicator ("EI") 725 determination of Current Human Exposures Under Control, and on September 29, 2005, USEPA made the EI 750 determination of Migration of Contaminated Groundwater Under Control, in part, based on information developed by GMC under the EPA-ACO. After issuing public notice and soliciting public comment, USEPA issued a Final Decision and Response to Comments for the Southend of Buick City in May 2010. A Corrective Measures Implementation ("CMI") Work Plan for the Southend was submitted by MLC on August 13, 2010, and portions of these Corrective Measures have been implemented by both MLC and Respondent. MLC submitted a Revised Corrective Measures Proposal for the Northend on October 21, 2010, later addended by Respondent in June 2011. Additional work that remains to be completed under this Consent Order includes, but is not limited to, managing emerging contaminants and hazardous substances of concern such as PFAS, re-evaluation and management of the vapor intrusion pathway, controlling exposures to contaminated soil and other contaminant sources, establishing and maintaining engineering and institutional controls, and managing contaminated groundwater.

- 5.13 On September 29, 2011, Respondent and USEPA entered into a RCRA 3008(h) Administrative Order on Consent, RCRA-05-2011-0024 ("2011 AOC"), to address the need for corrective actions at the Facility.
- 5.14 Since the entry of the 2011 AOC, Respondent has pursued corrective action at the Facility in accordance with the 2011 AOC and Settlement Agreement. In addition, Respondent continues to promote the redevelopment and reuse of the Facility consistent with the Settlement Agreement. Respondent has sold the Non-Owned Portion of the Facility, which has been redeveloped by third parties, and anticipates selling the Owned Portion of the Facility to a purchaser that intends to use this portion of the Facility for manufacturing or other similar job creating uses.

Exhibit 1 IDENTIFICATION OF WASTE MANAGEMENT UNITS

- 5.16 The previously identified WMUs at the Facility are summarized below.

WMU NUMBER	WMU Name	WMU Description
1	Factory 36, Building 36, Engine Plant Northeast Dock	This container storage area stored listed (F001, F003, and F005) and characteristic hazardous waste (D001 and D035).
2	Division 25, East of Factory 10, Outside Waste Thinner Tank Area	This unit stored listed hazardous waste (F003 and F005).
3	Factory 10, Building 20, Transmission Plant Tank Area	While this unit stored listed hazardous waste (F002), it is not clear as to the source of the impacts.
4	Factory 10, Salvage Yard Tank Storage Area	This unit stored listed hazardous waste (F001 and F002).
5	Factory 10, Salvage Yard Container Storage Area	This unit stored listed hazardous waste (F002).
6	Factory 31, Building 32, Axle Plant North Dock	The January 1988 Closure Report notes that this unit was identified, but not utilized, for greater than 90-day storage.

7	Building 41A, Assembly Plant Waste Storage Tank Area	This unit stored listed hazardous waste (F003 and F005).
8	Building 02, Container Storage Area	This container storage area stored both listed (F001) and characteristic hazardous waste (D001).
9	Division 29, Building 23 Tool Manufacturing Cyanide Container Storage Area	This unit was used to store waste cyanide salts from heat-treat pots (listed waste F011).
10	Factory 86, Building 04, Assembly Plant Waste Storage Tanks	These tanks stored both listed (F003 and F005) and characteristic hazardous waste (D001 and D008).

- 5.17 The following WMUs are identified as requiring additional investigation, further corrective action, or EGLE-approved institutional control: WMU 2, WMU 3, WMU 4, WMU 5, WMU 7, and WMU 10.
- 5.18 The following WMUs, based on their design and available information indicating that no known or suspected releases of contaminants from them have occurred, do not require corrective action at this time: WMU 1 – Clean Closure accepted on September 20, 2011; WMU 6 – Clean Closure accepted on January 15, 2013; WMU 8 – Clean Closure accepted on January 15, 2013; and WMU 9 - Closure accepted on August 22, 1995 and Clean Closure accepted on January 15, 2013.
- 5.19 This Consent Order applies to all WMUs, AOCs, AOIs, and TSCA Areas. Respondent will reconcile with EGLE the list of AOCs, AOIs, TSCA Areas, outfall remediation, and additional Site Assessment required no later than ninety (90) days after the Effective Date. Respondent will reconcile with EGLE newly-identified WMUs, AOCs, AOIs, and TSCA Areas identified during the implementation of work to be performed as set forth in Section VIII (Corrective Action to be Performed) of this Consent Order.

- 5.20 Certain wastes and waste constituents associated with the WMUs, AOCs, AOIs, and TSCA Areas found at the Facility may be contaminants, hazardous wastes, hazardous waste constituents, hazardous constituents and/or hazardous substances.
- 5.21 There is, has been, or is a potential for, a release of contaminants, hazardous wastes, hazardous waste constituents, hazardous constituents and/or hazardous substances at or from the Facility.
- 5.22 The Parties agree that entry of this Consent Order is in the public's interest for the protection of public health, safety, welfare, and the environment. In accordance with the Settlement Agreement, Respondent has agreed to perform the corrective actions required by this Consent Order. Additionally, it is the Parties' understanding that the corrective actions required by this Consent Order will be carried out in a coordinated manner with any redevelopment of either the Owned or Non-Owned Portions of the Facility.

VI. APPROVAL OF SUBMITTALS

- 6.1 The Parties agree that the work required by this Consent Order will be performed to the degree possible using the USEPA RCRA FIRST program principles, including the applicable "Toolbox" modules, in an attempt to provide timely and cost-effective decisions and implementation of corrective action requirements. Work plan submittals and approvals will follow the RCRA FIRST process to the extent practical.
- 6.2 For any work plan, proposal, schedule, or other document, excluding applications for permits or licenses, that are required by this Consent Order to be submitted by Respondent to EGLE for approval, the following process and terms of approval shall apply. The Parties shall apply RCRA FIRST Tool 3 elevation processes as appropriate to reach consensus on submittal approvals where EGLE disapproves or approves with specific modifications and Respondent disagrees with such action by EGLE (see Paragraph 6.4 and 6.5). In the event that the RCRA FIRST Tool 3 elevation process

does not result in a final resolution, EGLE retains the authority for final approval or disapproval of any work plan, proposal, schedule, or other document required to be submitted by this Consent Order, subject to the Dispute Resolution provisions of Section XIV.

- 6.3 Any work plan, proposal, schedule, 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.
- 6.4 EGLE may approve, disapprove, or approve with specific modifications, the required work plan, proposal, schedule, or other document, all subject to the Dispute Resolution provisions of Section XIV. Upon EGLE approval, or approval with modifications, of a work plan, proposal, schedule, or other document, such work plan, proposal, schedule, 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. Any noncompliance with the due dates or performance standards of an EGLE-approved work plan, proposal, schedule, or other document is a violation of this Consent Order.
- 6.5 In the event EGLE disapproves a work plan, proposal, schedule, or other document, it shall notify Respondent, in writing, of the specific reasons for such disapproval. Respondent shall submit, within forty-five (45) days of receipt of such disapproval, a revised work plan, proposal, schedule, or other document that adequately addresses the reasons for EGLE's disapproval.
- 6.6 In the event EGLE approves with specific modifications, a work plan, proposal, schedule, or other document, it shall notify Respondent, in writing, of the specific modifications required to be made to such work plan, proposal, schedule, or other document prior to its implementation and the specific reasons for such modifications. EGLE may require Respondent to submit, prior to implementation and within twenty (20) days of receipt of such approval with specific modifications, a revised work plan, proposal, schedule, or other document that adequately addresses such modifications; however, if necessary,

Respondent may request an extension of time. Such request will not be unreasonably denied.

- 6.7 Failure by Respondent to submit any work plan, proposal, schedule, or other plan on the date it was first due, pursuant to the schedules set forth in Section VIII (Corrective Action to be Performed) or the schedules approved as part of a work plan, proposal, schedule, or other document, will subject Respondent to the enforcement provisions of this Consent Order. Failure by Respondent to submit an approvable revised work plan, proposal, schedule, or other document within the applicable time period specified in Paragraphs 6.4 and 6.5 of this Consent Order will subject Respondent to the enforcement provisions of this Consent Order.
- 6.8 Any delays caused by Respondent's failure to submit an approvable work plan, proposal, schedule, or other document when due will in no way affect or alter Respondent's responsibility to comply with any other deadline(s) specified in this Consent Order.
- 6.9 No informal advice, guidance, suggestions, or comments by EGLE regarding reports, plans, specifications, schedules, or any other writing submitted by Respondent will be construed as relieving Respondent of the obligation to obtain written approval, if and when required by this Consent Order.

VII. PROJECT COORDINATOR

- 7.1 Unless EGLE is otherwise notified in writing, the Project Coordinator for Respondent shall be Grant Trigger (phone: 313-670-6226; email: gtrigger@racertrust.org). The EGLE Project Coordinator shall be Kevin Lund, MMD, Hazardous Waste Section (phone: 517-513-1846; email: LundK@Michigan.gov) unless Respondent is notified otherwise, in writing, by EGLE. The Project Coordinators shall be responsible for overseeing the implementation of this Consent Order. To the maximum extent practicable, all communications between Respondent and EGLE, and all documents,

reports, approvals, and other correspondence concerning the activities performed pursuant to this Consent Order, shall be directed through the Project Coordinators.

VIII. CORRECTIVE ACTION TO BE PERFORMED

- 8.1 Respondent agrees to and is hereby ordered to perform the following acts in the manner specified and by the dates specified herein.
- 8.2 To the extent practical, all work undertaken, pursuant to this Consent Order, will be performed in a manner consistent with selected RCRA FIRST principles set forth herein and in accordance with the cleanup and compliance standards provided in the following: Part 111, Part 201, Part 31, the administrative rules promulgated pursuant to Part 111, Part 201, and Part 31 (provided these state standards are not less stringent than RCRA), RCRA, TSCA, and other applicable state and federal laws and their implementing regulations, all EGLE-approved work plans, proposals, or other documents; and relevant EGLE and USEPA guidance documents. Work conducted, pursuant to this Consent Order, will be conducted using traditional RCRA Corrective Action methods, principles and phases where RCRA FIRST principles cannot be practically implemented. EGLE retains authority for making a final determination on which RCRA FIRST tools/principles and/or traditional RCRA processes shall be implemented for any work to be performed, pursuant to this Consent Order.
 - 8.2.1 Subject to the Settlement Agreement, Respondent agrees to address releases or threats of releases of contaminants, hazardous waste, hazardous constituents, hazardous waste constituents and hazardous substances at all known and newly-identified WMUs, AOCs, AOIs, and TSCA Areas, as required by this Consent Order.
 - 8.2.2 Sampling and analysis conducted pursuant to this Consent Order will be performed in accordance with USEPA Quality Assurance/Region 5 RCRA Requirements for Quality Assurance Project Plans (2001) EGLE Policy Document 09-026, Quality Assurance (January 12, 2018), and the Waste Management and Radiological Protection Division (now MMD) Quality Assurance/Quality Control Manual for the Sampling and Analysis of

Environmental Media (Revision 7, August 2016), and subsequent updates of these documents, as modified by EGLE and as appropriate for the Facility and be sufficient to identify and characterize the nature and extent of all releases as required by this Consent Order. Respondent may conduct sampling and analysis via processes that may vary from the specifications in the aforementioned policy and guidance documents upon EGLE approval of an adopted decision tree assessment and/or site-specific Quality Assurance Project Plan ("QAPP"), all subject to the procedures described in Section VI (Approval of Submittals). EGLE reserves the right to audit laboratories selected by Respondent or require Respondent to purchase and have analyzed any Performance Evaluation samples selected by EGLE that are constituents of concern.

8.2.3 Any risk assessments conducted by Respondent must propose, in accordance with appropriate state and federal guidance, conservative risk screening criteria to estimate human health and ecological risk under reasonable maximum exposures, cleanup objectives, and points of compliance. Risk assessments conducted with respect to the Facility shall be based on non-residential land use, however, any risk assessments conducted with respect to any non-Facility locations must also consider both current and reasonably expected future land-use scenarios and provide the basis and justification for the conclusions reached and decisions made.

8.2.4 Respondent will notify EGLE in writing (email is acceptable) prior to beginning field work performed under this Consent Order. At the request of EGLE, Respondent will allow EGLE or its authorized representative to take split or duplicate samples of all samples collected by the Respondent, pursuant to this Consent Order.

8.3 Within fifteen (15) days after the Effective Date, Respondent shall meet with EGLE's Project Manager(s) to discuss objectives, expectations, and timelines for corrective action, and provide to EGLE within seventy-five (75) days thereafter for approval, a draft Corrective Action Framework ("CAF"). The CAF will recognize the previously prepared Remedy Recommendation Report dated August 29, 2014, as updated on February 15,

2016 (“RRR”), and the intervening interim measures including site investigations summarized and provided to date. The CAF is a tool summarizing the goals and expectations of the parties that will facilitate performance of the work to be performed under this Order. The initial CAF may be updated considering new information or data and to reflect the progress of the work.

8.3.1 Using the CAF, and any preliminary investigation activities including the RRR and the results of investigations conducted since the RRR was updated to develop a Corrective Measures Study (“CMS”) Work Plan (“CMS Work Plan”) to further identify the nature and extent of any releases of any contaminants, hazardous waste, hazardous waste constituents, hazardous constituents and/or hazardous substances at or from the Facility that may pose an unacceptable risk to human health and the environment, and provide a QAPP to EGLE for review and approval no later than ninety (90) days after approval of the CAF. The CMS Work Plan shall include a detailed and expeditious schedule for investigating and evaluating corrective measures for the WMUs, AOCs, AOIs, and TSCA Areas identified in Section V (Findings of Fact).

8.3.2 The CMS Work Plan shall include a detailed schedule with identified phases of work based on agreed priorities, for investigating and evaluating the presence, concentration, and migration of contaminants, hazardous waste, hazardous waste constituents, hazardous constituents, and hazardous substances of concern, including but not limited to, emerging contaminants and hazardous substances, specifically PFAS identified in groundwater beneath the Facility as required under Part 201, Part 31, and the rules promulgated thereunder. The CMS may include investigations needed to provide timely support for any interim measures Respondent may elect to perform under Paragraph 8.7 herein.

8.3.3 The CMS Work Plan shall include cost estimates for performing the CMS, taking into consideration the remaining financial resources available in Respondent’s “Cleanup Budget” (as that term is defined in the Settlement Agreement) for the Facility; Facility-wide groundwater evaluation for control, management and

treatment, where appropriate; soil remediation; future redevelopment of the Facility, and the long-term stewardship of the Facility.

- 8.3.4. The CMS shall include anticipated non-residential redevelopment of the Facility when designing and implementing any Corrective Measures (“CM”), taking into consideration the remaining financial resources available in Respondent’s Cleanup Budget for the Facility. The CMS shall include as appropriate, facility-wide soil, soil vapor and groundwater evaluation for control, management and treatment; and the control of sources of contamination. The CMS shall also include and consider long-term stewardship of the Facility. The CMS and implementation of CM may be phased in coordination with redevelopment of the Facility and prioritization of needed CM. Respondent shall address coordination and potential phasing of CMS, CM, and redevelopment through the preparation of a Remediation and Redevelopment Coordination Plan with any prospective purchaser of the Owned Portion of the Facility and through existing Remediation and Redevelopment Coordination Plans between Respondent and purchasers of the Non-Owned Portion of the Facility.
- 8.3.5 Respondent shall begin implementing the CMS Work Plan within thirty (30) days after EGLE’s written approval thereof.
- 8.3.6 Respondent shall provide interim progress reports on the CMS activities to EGLE and follow the Public Involvement/Communications Plan required under Paragraph 8.9.2 below. Within sixty (60) days after completion of the CMS activities (unless EGLE agrees to extend that deadline), Respondent shall submit to EGLE, for review and approval, a CMS Report. The CMS Report shall reference and update the RRR as appropriate and include a comprehensive summary and interpretation of the subsequent investigation data and detailed analyses of corrective measures that may be implemented for the identified WMUs, AOCs, AOIs, and TSCA Areas. The CMS Report shall also include selection of the preferred CM to carry forward for each WMU, AOC, AOI, and TSCA Area based on several criteria, including but not limited to, the ability to

implement short-term effectiveness of protecting human health and the environment, long-term effectiveness of protecting human health and the environment (including expected effectiveness, reliability and risk of failure), meeting media specific cleanup levels, community acceptance, reduction in the toxicity, mobility, or volume of wastes including appropriate source control, and cost.

8.4 Within ninety (90) days after EGLE approves any CMS (unless EGLE agrees to extend that deadline), Respondent shall submit to EGLE, for review and approval, a Corrective Measures Implementation Plan ("CMIP").

8.4.1 The CMIP shall include a detailed and expeditious schedule for construction and implementation of the final CM and for submittal of a Final CM Construction Completion Report. This schedule will provide that as much of the initial construction work as practicable shall be completed within one (1) year after EGLE approves the final CMIP and that all final CM shall be completed within a reasonable period, taking into consideration the remaining financial resources available in RACER's Cleanup Budget for the Facility; Facility-wide groundwater treatment, and soil remediation, as necessary; future redevelopment; and the long-term stewardship of the Facility. The CMIP and implementation of CM may be phased in coordination with redevelopment of the Facility and prioritization of needed CM. Coordination and potential phasing of CM and redevelopment will be addressed by Respondent through any Remediation and Redevelopment Coordination Plan to be negotiated between Respondent and any prospective purchaser of the Owned Portion of the Facility and already in place between Respondent and the purchasers or the Non-Owned Portion of the Facility.

8.4.2 The CMIP shall also include an Operation and Maintenance Plan for any planned ongoing monitoring and maintenance after construction of the selected final CM. As part of developing the CMIP, Respondent shall propose for the Facility appropriate non-residential land use-based risk screening criteria and cleanup objectives as well as points of compliance, and for non-Facility

locations propose appropriate risk screening criteria and cleanup objectives, as well as points of compliance under existing and reasonably anticipated future land use scenarios, and provide the basis and justification for such proposals. To the extent practical, the Parties will use RCRA FIRST tools in developing the Final CMIP.

- 8.4.3 EGLE shall provide the public with the opportunity for meaningful public input and to review and comment on Respondent's proposed CMIP. The public involvement process will include, without limitation, conducting routine public information meetings (that may be conducted in coordination with Respondent), the public notice of the proposed CMIP, a public hearing(s), responding to public comments and other outreach as appropriate to the level of interest in the Facility activities. Following the public comment period, EGLE shall promptly review the CMIP, pursuant to Section VI (Approval of Submittals).
- 8.4.4 Upon approval of the CMIP by EGLE, Respondent shall implement the approved CMIP in accordance with the schedule therein and consistent with the cleanup criteria and compliance standards set forth in Part 201, provided these state standards are not less stringent than RCRA; Part 31; and the rules promulgated pursuant to Part 201 and Part 31. Respondent's implementation of the CMIP shall also take into consideration the remaining financial resources available in RACER's Cleanup Budget for the Facility; Facility-wide groundwater, treatment, and soil remediation, as necessary; potential redevelopment; and the long-term stewardship of the Facility.
- 8.5 In the event any unplanned monitoring and maintenance is required after construction of the selected final CM, Respondent shall revise and resubmit the CMIP to include an Operation and Maintenance Plan to EGLE for review and approval within ninety (90) days after notification by EGLE that additional monitoring and maintenance is required. Respondent shall implement the approved Operation and Maintenance Plan in accordance with the schedule and provisions contained therein.

- 8.6 EGLE and Respondent recognize that during the course of any CMS, CMIP, WMUs, AOCs, AOIs, TSCA Areas, or releases of hazardous substances subject to response and compliance activities under Part 111, Part 201, Part 31, and the rules promulgated thereunder, may be newly identified. If such areas or releases are newly identified, Respondent agrees that:
- a. Within thirty (30) days of discovery, Respondent shall provide written notification to EGLE. The written notification shall include all available information pertaining to the newly identified area or release.
 - b. Based on a review of all the information, EGLE may require corrective action for the newly identified area or release as required by the authorities referenced in Paragraph 8.2.
 - c. Respondent shall submit, for review and approval, a written supplemental CMS Work Plan or supplemental CMIP (depending on the stage of corrective action) to EGLE within sixty (60) days after written notification by EGLE that corrective action for the release is required. It is expected that RCRA FIRST Tool 5 (and other applicable RCRA FIRST guidance) and CAF conditions may be relied upon by Respondent and EGLE to prepare and review any supplemental work plans.
- 8.7 Respondent shall implement the following procedures for Interim Measures (“IM”) currently needed and for IM identified as being needed during the course of any CMS and CMI.
- 8.7.1 With respect to the IM identified as the re-routing and/or repair or upgrading of any storm sewer line throughout the Facility to prevent contaminant migration to surface water, Respondent shall prepare and submit an IM Work Plan and schedule to EGLE, for review and approval, consistent with the CAF and Paragraph 8.2. The IM Work Plan shall include measures to ensure stormwater is segregated from contaminated groundwater or otherwise prevented from migrating to surface water above water quality standards, and shall take into consideration compatibility with any CMS, CMI, the remaining financial resources

available in the Cleanup Budget for the Facility, Facility-wide groundwater treatment, and soil remediation as needed, future redevelopment by prospective and actual purchasers, and long-term remedy effectiveness and long-term stewardship of the Facility.

- 8.7.2 Within thirty (30) days of Respondent determining, or EGLE giving the Respondent written notice of EGLE determining, the need for any IM at any WMU, AOC, AOI, TSCA Area, or release, Respondent shall submit to EGLE a written IM Work Plan, including a schedule for implementation, for review, and approval.
- 8.7.3 The IM Work Plan shall ensure that the IM are designed to mitigate a current or potential threat to public health, safety, welfare, and the environment, as required under the authorities referenced in Paragraph 8.2, and that the IM are consistent with and integrated into any CM at the Facility.
- 8.7.4 Respondent shall implement an approved IM Work Plan(s) in accordance with the approved schedule. Respondent shall continuously maintain the IM as required by the approved Work Plan(s) until the appropriate cleanup standard has been achieved and cessation has been approved by EGLE, or the IM is replaced by an EGLE-approved CM.
- 8.7.5 In the event Respondent identifies current or potential threats to public health, safety, welfare, or the environment, as defined in the authorities referenced in Paragraph 8.2, in addition to the threats being addressed by an approved IM Work Plan, Respondent shall immediately notify EGLE orally, and in writing, within five (5) days, summarizing the immediacy and magnitude of the potential threat to public health, safety, welfare, or the environment. Within seven (7) days of orally notifying EGLE, Respondent shall submit to EGLE an amended IM Work Plan(s) for review and approval that identifies additional IM that mitigates this threat. The amended IM Work Plan(s) shall be developed and shall comply with the requirements of Paragraphs 8.7.1 through 8.7.3.

8.8 GPRA Section 1116 requires USEPA to make publicly available an annual update on program performance for the previous fiscal year. As required by 31 USC § 1115, USEPA created a performance plan requiring two EI of corrective action progress be met: 1) the Contaminated Groundwater Migration EI; and 2) the Site-Wide Human Exposure EI. In developing its performance plan, USEPA made a list of facilities (the “baseline facilities”) and schedules for meeting the GPRA EIs annually. The Facility completed the CA725 Human Exposures Under Control EI on August 17, 2004, and the CA750 Contaminated Groundwater Migration Under Control EI on September 28, 2005. Proposed dates for additional EIs are as follows: CA400 Remedy Decision by October 15, 2022; CA550RC Remedy Constructed by December 31, 2024; CA800YE Ready for Anticipated Reuse by June 1, 2024; CA 900CR Performance Standards Attained – Controls Required by September 30, 2026. The previous completion of CA750 will require re-evaluation because of the presence of PFAS contamination in groundwater subsequent to completion of the CA750 EI.

8.9 Reporting and Other Requirements.

8.9.1 Within thirty (30) days after the Effective Date, Respondent shall establish a publicly accessible repository for information regarding Facility activities.

8.9.2 Within thirty (30) days after the Effective Date, Respondent shall submit a Public Involvement/Communications Plan for EGLE’s review and approval. Respondent shall comply with the approved plan.

8.9.3 Respondent shall provide semi-annual progress reports to EGLE detailing work performed to date, data collected, problems encountered, project schedule, and percent of project completed by the 15th day of each month following a quarter (e.g., January 15 and July 15), beginning six (6) months after the Effective Date. The Parties may agree to less frequent progress reporting pursuant to the provisions of Paragraph 16.1 of this Consent Order.

- 8.9.4 The Parties will communicate frequently and cooperate in good faith to timely and promptly respond to submittals so as to ensure the successful and timely completion of the requirements of this Consent Order and the goal of facilitating the redevelopment of the Facility and, in furtherance thereof, will meet on a regular basis to discuss the work proposed and performed under this Consent Order. The Parties may agree to more or less frequent meetings pursuant to the provisions of Paragraph 16.1 of this Consent Order.
- 8.9.5 Within ninety (90) days after completion of the work performed, in accordance with the approved CMI required in Paragraph 8.4, Respondent shall submit to EGLE a Final CM Construction Completion Report documenting all work performed pursuant to the CMI.

IX. DETERMINATION OF NO FURTHER ACTION

9.1 Determination of No Further Action.

- 9.1.1 After completion of, and based on the results of, the CMS and other relevant information, Respondent may submit a written request to EGLE to terminate corrective action for a WMU, AOC, AOI, or TSCA Area identified in Section V (Findings of Fact) or identified during work performed pursuant to this Consent Order. Respondent must demonstrate that there have been no releases of hazardous waste, contaminants, hazardous waste constituents, hazardous constituents or hazardous substances from the WMU, AOC, or AOI above applicable cleanup criteria of Part 201, or that a WMU, AOC, AOI, or TSCA Area has been remediated to, at a minimum, meet the requirements of R 299.9629(3) and, therefore, poses no threat to public health, safety, welfare, or the environment.
- 9.1.2 If, based upon a review of Respondent's request, pursuant to Paragraph 9.1.1, and other relevant information, EGLE determines that the releases or suspected releases of contaminants, hazardous waste, hazardous waste constituent,

hazardous constituent or hazardous substances do not exist or that the WMU, AOC, AOI, or TSCA Area has been remediated to applicable generic cleanup standards, EGLE will approve the request to terminate corrective action for that specific WMU, AOC, AOI, or TSCA Area.

- 9.1.3 A determination to terminate corrective action will not preclude EGLE from requiring further corrective action at a later date if new information or subsequent analysis indicates that a release or threat of a release of a hazardous waste, hazardous constituent or hazardous waste constituent at or from a WMU or a release of a hazardous substance from an AOC, AOI, or TSCA Area at the Facility may pose a threat to public health, safety, welfare, or the environment, or if there is a change in the use of any portion of the Facility such that the applicable cleanup standards upon which the corrective action is based are no longer applicable.

X. ON-SITE AND OFF-SITE ACCESS

- 10.1 To enforce and evaluate compliance with this Consent Order, EGLE and its agents, employees, and representatives, and USEPA (as Support Agency), are authorized to enter at reasonable times upon reasonable notice and freely move about all property at the Owned Portion of the Facility for the purposes of, but not limited to, interviewing Respondent's personnel and contractors; inspecting records, operating logs, and contracts related to the Facility; reviewing Respondent's progress in carrying out the terms of this Consent Order; conducting such tests, sampling, or monitoring as EGLE or its Project Coordinator deem necessary; using a camera, sound recording, or other documentary type equipment, including aerial inspection with the use of an EGLE operated small unmanned aircraft system drone; and verifying the reports and data submitted to EGLE by Respondent in accordance with the terms of this Consent Order. Respondent shall permit such persons to inspect all records, files, photographs, documents, and other writings, including all sampling and monitoring data that pertain to work undertaken pursuant to this Consent Order and provide copies thereof if requested by EGLE. As to any real property within the Non-Owned Portion of the Facility,

Respondent will support and assist EGLE in gaining access to such property via the access rights Respondent has provided for itself and EGLE under recorded Environmental Easement Agreements (see example: Instrument 201409290068130 recorded by Genesee County Register on 9/29/2014) and/or Declarations of Restrictive Covenant (see example: Instrument 201805180067450 recorded by Genesee County Register on 5/18/2018).

- 10.2 To the extent that work being performed pursuant to this Consent Order must be done on property not owned or controlled by Respondent, Respondent will use its best efforts to obtain access agreements necessary to complete work required by this Consent Order from the present owner(s) or operators of such property within thirty (30) days of the date that the need for access becomes known to Respondent. "Best efforts" may include, but not be limited to, seeking a judicial order for access under MCL 324.20135a and, at a minimum, complying with R 299.9629(2). Any access agreement shall provide for access by EGLE, USEPA, and their respective representatives. Respondent will ensure that EGLE's Project Coordinator has a copy of any access agreement(s). In the event that agreements for access are not obtained within thirty (30) days, Respondent will notify EGLE in writing within fourteen (14) days of both the efforts undertaken to obtain access and the reasons for failing to obtain access agreements. EGLE may, at its discretion, assist Respondent in obtaining access.
- 10.3 Nothing in this Section limits or otherwise affects EGLE's right of access and entry pursuant to applicable state or federal law, including NREPA and RCRA.
- 10.4 Nothing in this Section shall be construed to limit or otherwise affect Respondent's liability and obligation to perform corrective action, including corrective action beyond the Facility boundary, notwithstanding the lack of access.

XI. RECORD PRESERVATION

- 11.1 Respondent will deliver to EGLE a complete set (including all figures) of all reports/documents previously generated by Respondent in the Corrective Action process

in an electronic format acceptable to EGLE no later than one hundred eighty (180) days after approval of this Consent Order.

- 11.2 Respondent agrees to preserve, during the life of this Consent Order and for five (5) years after termination of this Consent Order, unless a longer period is required by Part 111 or its rules: all records and documents in its possession or in the possession of its divisions, officers, employees, agents, contractors, successors, and assigns that relate in any way to this Consent Order. Such records and documents shall include any records required to be retained by Respondent pursuant to paragraph 23 of the 2011 AOC. Upon request from EGLE, Respondent shall make such records available to EGLE for inspection or shall provide copies of any such records to EGLE. Respondent shall obtain permission from EGLE, in writing, prior to the destruction of any such records by Respondent and shall provide EGLE with the opportunity to take possession of any such records.

XII. REPORTING AND DOCUMENT CERTIFICATION

- 12.1 Unless otherwise specified, reports, correspondence, approvals, disapprovals, notices, or other submissions relating to or required under this Consent Order, shall be in writing and shall be distributed as follows:

- a. One (1) hard copy and one (1) digital copy of all documents to be submitted to EGLE should be sent to:

Attention: Kevin Lund, Project Coordinator
Hazardous Waste Section
Material Management Division
Department of Environment, Great Lakes, and Energy
P.O. Box 30241
Lansing, Michigan 48909-7741
Telephone 517-284-6559; Facsimile 517-373-4051
LundK@michigan.gov

- b. One (1) hard copy and one (1) digital copy of all documents to be submitted to USEPA:

Attention: Chris Black
USEPA Region 5
77 West Jackson Boulevard, Mail Code LR-16J
Chicago, Illinois 60604-3507
Telephone 312-886-1451

Black.Christopher@epa.gov

- c. Documents to be submitted to the Respondent should be sent to:

Attention: Grant Trigger, Cleanup Manager
RACER Trust
1505 Woodward Avenue, Suite 200
Detroit, Michigan 48226
Telephone 313-670-6226; Facsimile 734-879-9537

- d. One (1) hard copy and of all documents to be submitted to the local repository located:

Flint Public Library, 1026 East Kearsley Street., Flint, Michigan (810) 232-7111.
Due to construction work at the main public library is currently closed for remodeling. A temporary location is tentatively scheduled to open in late July 2020 at 419 East Court Street, Burton ,Michigan until the main library is reopened.

- 12.2 A Responsible Official, or designated Project Coordinator, if authorized in writing by a Responsible Official, shall sign each final document, certifications of compliance, and documents evidencing that compliance has been achieved. Respondent shall include an unsigned certification statement that meets the requirements specified below in all draft documents submitted to EGLE.

- 12.3 The certification required by Paragraph 12.2 shall be in the following form:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified

personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature [of Respondent and/or
Respondent's contractor's authorized
representative]: _____

Name: _____

Title: _____

Date: _____

XIII. OVERSIGHT COSTS

- 13.1 Respondent shall reimburse EGLE for Oversight Costs lawfully incurred while performing oversight of activities conducted by the Respondent under this Consent Order. The Parties agree to amend the Cleanup Budget for the Facility to provide for Oversight Costs as a new task, subject to this Section XIII. As soon as possible after each anniversary of the Effective Date of this Consent Order, EGLE will provide the Respondent with a written demand for Oversight Costs incurred by EGLE. Any such demand will not exceed Sixty-Thousand Dollars (\$60,000) for calendar years 2020 through 2025 (to and including December 31, 2025), and shall state with reasonable specificity the nature of the Oversight Costs incurred. The Respondent may review EGLE's underlying Oversight Costs documentation, which specifically details the basis for each Oversight Cost. The Respondent shall reimburse EGLE for such Oversight Costs within thirty (30) days of receipt of a written demand from EGLE or receipt of underlying documentation, whichever occurs later, unless the Respondent challenges the demand for Oversight Costs pursuant to the dispute resolution procedures set forth in Section XIV (Dispute Resolution).
- 13.2 The Respondent shall pay the above Oversight Costs by check made payable to the "State of Michigan – Environmental Pollution Prevention Fund." Payment must be mailed to the Department of Environment, Great Lakes, and Energy, Revenue Control

Unit, P.O. Box 30657, Lansing, Michigan 48909-8157, or hand delivered to EGLE, Revenue Control Unit, 1st Floor, Van Wagoner Building, 425 West Ottawa Street, Lansing, Michigan 48933. To ensure proper credit, all payments made pursuant to this Consent Order must include the Payment Identification Number **RMD60015**. All payments shall reference the Facility, the Respondent's name and address, and this Consent Order number. A copy of the transmittal letter and the check shall be provided simultaneously to the Managers of the Enforcement Section and the Hazardous Waste Section, Department of Environment, Great Lakes, and Energy, Materials Management Division, P.O. Box 30241, Lansing, Michigan 48909-7741, and to the Assistant Attorney General at the address listed in the signatory section of this Consent Order. Oversight Costs recovered pursuant to this Section shall be deposited into the Environmental Pollution Prevention Fund in accordance with the provisions of Section 11130 of Part 111.

XIV. DISPUTE RESOLUTION

- 14.1 Any disputes regarding budget or funding for work at the Facility will be resolved pursuant to the Settlement Agreement. All other disputes will follow the procedures outlined in this Section.
- 14.2 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 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 corrective action.

- 14.3 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 either Party that a dispute has arisen, unless the time period for negotiations is modified by a 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 an agreement cannot be reached on any issue within this twenty (20) day period, EGLE shall provide a written statement of its decision to Respondent and, in the absence of initiation of a formal dispute resolution by Respondent under Paragraph 14.4, EGLE's position, as outlined in its written statement of decision, shall be binding on the Parties.
- 14.4 If Respondent and EGLE cannot informally resolve a dispute under Paragraph 14.3, Respondent may initiate formal dispute resolution by requesting review of the disputed issues by the MMD Director. This written request must be filed with the MMD Director within fifteen (15) days of Respondent's receipt of EGLE's statement of decision that is issued at the conclusion of the informal dispute resolution procedure set forth in Paragraph 14.3. 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 Respondent bases its position. Within fourteen (14) days of the MMD Director's receipt of Respondent's request for a review of disputed issues, the MMD Director will provide a written statement of decision to 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 her/his position; and all supporting documentation relied upon by the MMD Director's review of the disputed issues. The MMD Director's review of the disputed issues may be extended by written agreement of the Parties.

- 14.5 The written statement of the MMD Director issued under Paragraph 14.4 shall be binding on the Parties unless, within twenty (20) days after receipt of EGLE's written statement of decision, 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 EGLE's decision(s) regarding the selection, extent, or adequacy of any response activity as provided for in Part 201.
- 14.6 An administrative record of the dispute shall be maintained by EGLE. The administrative record shall include all of the information provided by Respondent, pursuant to Paragraph 14.4, as well as any other documents relied upon by EGLE in making its final decision, pursuant to Paragraph 14.4. Where appropriate, EGLE shall allow submission of supplemental statements of position by the Parties to the dispute.
- 14.7 Any judicial review of an EGLE decision, pursuant to Paragraph 14.5, shall be limited to the administrative record. In proceeding on any dispute regarding the selection, extent, or adequacy of any response activity, Respondent shall have the burden of demonstrating, based on the administrative record, that the position of EGLE is arbitrary and capricious or otherwise not in accordance with law. In proceedings on any dispute initiated by Respondent, Respondent shall bear the burden of persuasion on factual issues. Nothing herein shall prevent EGLE from arguing that a court should apply the arbitrary and capricious standard of review to any dispute under this Consent Order.

XV. FORCE MAJEURE

- 15.1 Respondent shall perform the requirements of this Consent Order within the time limits established herein, unless performance is prevented or delayed by events which constitute a "Force Majeure." Any delay in the performance attributable to a "Force Majeure" shall not be deemed a violation of obligations of Respondent under this Consent Order in accordance with this Section.
- 15.2 For the purpose of this Consent Order, "Force Majeure" means an occurrence or nonoccurrence arising from causes beyond the reasonable control of and without the fault of Respondent, such as an Act of God, untimely review of permit applications or submissions by EGLE or other applicable authority, failure to obtain access after using its best efforts to obtain access as set forth in Paragraph 10.2, and acts or omissions of third parties that could not have been avoided or overcome by the diligence of Respondent 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 (provided Respondent's overall funding for the Facility remains sufficient), or failure to obtain a permit or license as a result of actions or omissions of Respondent.
- 15.3 Respondent shall notify EGLE by telephone within seventy-two (72) hours of discovering any event that potentially qualifies as a "Force Majeure" under 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 cause or causes of delay, the measures taken by Respondent to prevent or minimize the delay, and the timetable by which those measures shall be implemented. Respondent shall adopt all reasonable measures to avoid or minimize any such delay.
- 15.4 Failure of Respondent to comply with the notice requirements of Paragraph 15.3, above, shall render this Section void and of no force and effect as to the particular incident involved. EGLE may, at its sole discretion and in appropriate circumstances, waive the notice requirements of Paragraph 15.3.

- 15.5 If the Parties 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 XIV (Dispute Resolution) of this Consent Order. Respondent has the burden of proving that any delay was beyond its reasonable control and that it met all the requirements of this Section.
- 15.6 An extension of one compliance date based upon a particular incident does not necessarily mean that 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.

XVI. SUBSEQUENT MODIFICATION

- 16.1 This Consent Order may be amended only by mutual agreement of the Parties. Such amendments shall be in writing, shall be signed by the Parties, shall have as their effective date the date on which they are signed by EGLE, and shall be incorporated into this Consent Order.
- 16.2 The Project Coordinators may agree in writing to extend any deadline contained in Section VIII (Corrective Action to be Performed) with the exception of the deadlines contained in Paragraph 8.8. Any extension of more than three (3) months and any extension of the deadlines included in Paragraph 8.8 must also be approved by the MMD Director in accordance with this Paragraph 16.1.

XVII. RESERVATION OF RIGHTS

- 17.1 This Consent Order is not intended to be nor shall it be construed to be a permit. This Consent Order does not relieve Respondent of any obligation to obtain and comply with any local, state, or federal permits.

- 17.2 EGLE expressly reserves all rights and defenses that it may have, including the rights to disapprove of work performed by Respondent, pursuant to this Consent Order and to request that Respondent perform tasks in addition to those stated in the Consent Order.
- 17.3 EGLE reserves all of its statutory and regulatory powers, authorities, rights, and remedies, both legal and equitable, which may pertain to the failure of Respondent to comply with any of the requirements of this Consent Order. The Consent Order shall not be construed as a covenant not to sue, release, waiver, or limitation of any rights, remedies, powers, and/or authorities, civil or criminal, which EGLE has under Part 111, Part 201, RCRA, or any other statutory, regulatory, or common law enforcement authority of the State of Michigan with respect to the failure of Respondent to comply with this Consent Order.
- 17.4 Consistent with the Settlement Agreement, EGLE reserves the right to perform any portion of the work consented to herein or any additional site characterization, feasibility study, and response/corrective actions as it deems necessary to protect public health, safety, welfare, or the environment while taking into account, to the greatest extent practicable, the goal of redeveloping the Facility. If, after forty-five (45) days written notice by accountable mail (registered, certified, or other), Respondent fails to perform any work or action requested by EGLE, then EGLE may exercise its authority under the Settlement Agreement and/or any applicable state or federal law to undertake any remedial actions at any time. Nothing herein shall be construed to limit EGLE's right to take action in the case of an emergency or in any situation where there is an imminent and substantial hazard to the health of persons or to the natural resources or in any situation endangering or causing damage to public health, safety, welfare, or the environment. Subject to Section XIII (Oversight Costs) of this Consent Order and Respondent's available funding under the Settlement Agreement, EGLE reserves its right to seek reimbursement from Respondent for such additional costs incurred by the state as may be provided under the Settlement Agreement. Notwithstanding compliance with the terms of this Consent Order and, subject to the Settlement Agreement, Respondent is not released from liability, if any, for the costs of any response actions

taken or authorized by EGLE after the Effective Date of this Consent Order.

Respondent reserves the right to defend against such action by EGLE under the terms of the Settlement Agreement.

- 17.5 Subject to the Settlement Agreement, EGLE reserves the right to pursue any other remedies to which it is entitled for any failure on the part of Respondent to comply with the requirements of Part 111, Part 201, RCRA, and the rules promulgated under these statutes.
- 17.6 Subject to the Settlement Agreement and notwithstanding any other provision of this Consent Order, an enforcement action may be brought by EGLE, pursuant to Part 111, Part 201, RCRA, or other statutory authority where the generation, storage, transportation, treatment, or disposal of hazardous waste at the Facility may present an imminent and substantial hazard to the health of persons or to the natural resources or is endangering or causing damage to public health, safety, welfare, or the environment.
- 17.7 Respondent consents to enforcement of this Consent Order, subject to the Settlement Agreement, in the same manner and by the same procedures for all final orders entered pursuant to Part 111.
- 17.8 This Consent Order in no way affects the responsibility of Respondent to comply with any other applicable local, state, or federal laws or regulations.
- 17.9 Nothing in this Consent Order is or shall be considered to affect any liability Respondent may have for natural resource damages caused by Respondent's ownership and/or operation of the Facility. Consistent with the Settlement Agreement, the State of Michigan does not waive any rights to bring an appropriate action to recover such damages to the natural resources.

XVIII. OTHER CLAIMS AND PARTIES

- 18.1 Subject to the terms of the Settlement Agreement, nothing in this Consent Order shall constitute or be construed as a release from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation who is not a party to this Consent Order for any liability it may have arising out of, or relating in any way to, the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous waste, contaminants, hazardous constituent, hazardous waste constituents or hazardous substances found at, taken to, or taken from the Facility.

XIX. OTHER APPLICABLE LAWS

- 19.1 All action required to be taken by Respondent, pursuant to this Consent Order, shall be undertaken in accordance with the requirements of all applicable local, state, and federal laws and regulations.

XX. INDEMNIFICATION AND INSURANCE

- 20.1 Respondent, directly and through its relevant contractors, shall indemnify and save and hold harmless the State of Michigan and its departments, agencies, officials, agents, employees, contractors, and representatives for any and all claims or causes of action by third parties arising from or on account of acts or omissions of Respondent, its officers, employees, agents, and any persons acting on its behalf or under its control in carrying out work pursuant to this Consent Order; provided, however, that such indemnity by Respondent shall be limited to the extent that Respondent's relevant insurance companies agree to pay any claims filed by the State of Michigan under this indemnity provision. The State of Michigan shall not be held out as a party to any contract entered into by or on behalf of the Respondent in carrying out actions pursuant to this Consent Order. Neither Respondent nor any contractor shall be considered an agent of the state.
- 20.2 Consistent with the Settlement Agreement, Respondent waives any and all claims or causes of action against the State of Michigan and its departments, agencies, officials,

agents, employees, contractors, and representatives for damages, reimbursement, or set-off of any payments made or to be made to the state that arise from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of work at the Facility, pursuant to this Consent Order, including claims on account of construction delays.

- 20.3 Respondent, directly and through its relevant contractors, shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, agents, employees, contractors, and representatives for any and all claims or causes of action for damages or reimbursement from the state solely arising from or on account of any contract, agreement, or arrangement between Respondent and any third person for performance of work at the Facility, pursuant to this Consent Order, including claims on account of construction delays; provided, however, that such indemnity by Respondent shall be limited to the extent that Respondent's and Respondent's contractors' relevant insurance companies agree to pay any claims filed by the State of Michigan under this indemnity provision.
- 20.4 Prior to commencing any corrective action to be performed, pursuant to this Consent Order and for the duration of this Consent Order, Respondent shall secure and maintain comprehensive general liability insurance with limits of Ten Million Dollars (\$10,000,000.00), combined single limit, which names EGLE, the Michigan Department of Attorney General ("MDAG"), and the State of Michigan as additional insured parties. If Respondent demonstrates by evidence satisfactory to EGLE that any contractor or subcontractor maintains insurance equivalent to that described above, then with respect to that contractor or subcontractor, Respondent needs to provide only that portion, if any, of the insurance described above that is not maintained by the contractor or subcontractor. Regardless of the insurance method used by Respondent, and prior to commencement of corrective action to be performed pursuant to this Consent Order, Respondent shall provide the EGLE Project Manager and MDAG with certificates evidencing said insurance and EGLE, MDAG, and the State of Michigan's status as additional insured parties. Such certificates shall specify the Buick City Facility and this

Consent Order. A combination of primary and excess or umbrella insurance coverages may be used to satisfy the requirements of this Section.

XXI. SEVERABILITY

- 21.1 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.

XXII. TERMINATION

- 22.1 This Consent Order shall remain in full force and effect until expressly terminated by a written Notice of Termination issued by the MMD Director. Respondent may request that the MMD Director issue a written Notice of Termination at any time after achieving compliance with this Consent Order at the Facility or any relevant portion of the Facility. A request for termination shall not unreasonably be withheld. Such a request shall consist of a written certification that Respondent is in compliance with and has completed all obligations of Respondent under this Consent Order. Specifically, this certification shall include:
- a. The completion date of all work required pursuant to this Consent Order and the date that Oversight Costs were paid;
 - b. A statement that all required information has been reported to the Project Coordinator; and
 - c. Confirmation that all records required to be maintained, pursuant to this Consent Order, are being maintained at the designated location.
- 22.2 The Notice of Termination shall act as a determination that Respondent is in compliance with and has completed all obligations of Respondent under this Consent Order with

respect to all known conditions at the Facility or any relevant portion of the Facility known or identified through the investigation undertaken pursuant to the Consent Order.

- 22.3 A determination to terminate this Consent Order shall not preclude EGLE from requiring further corrective action at a later date, if new information or subsequent analysis indicates that a release or threat of a release of a hazardous waste or hazardous waste constituent at or from a WMU or a release of hazardous substances from an AOC, AOI, or TSCA Area at the Facility may pose a threat to public health, safety, welfare, or the environment or if there is a change in the use of any portion of the Facility such that the Part 201 generic cleanup criteria, upon which the corrective action is based, are no longer applicable.
- 22.4 In lieu of the termination provision in Paragraphs 22.2 and 22.3, after Respondent has performed the response activities required by the CM, with the exception of any long-term requirements associated with the performance of the CM, Respondent may request EGLE to terminate this Consent Order and enter into an alternative agreement for the long-term requirements associated with performance of the CM, as required by Paragraph 8.4. Long-term requirements associated with the performance of the CM means ensuring that any land and resource-use restrictions are maintained and enforced; performing operation, maintenance, and long-term monitoring activities; and establishing and maintaining permanent markers as identified in the CM. Termination of this Consent Order shall be at the discretion of EGLE. If an alternative agreement is entered into between the Parties, Respondent's obligations set forth in this Consent Order shall terminate, with the exception of Section XI (Record Preservation) and Section XX (Indemnification of the Michigan State Government). Termination of Respondent's obligations set forth in this Consent Order shall not affect EGLE's Reservation of Rights set forth in Section XVII and Paragraph 22.3.

XXIII. DUPLICATE ORIGINALS

- 23.1 The Parties may execute this Consent Order in duplicate original form for the primary purpose of obtaining multiple signatures, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

{Remainder of page intentionally left blank}

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.

REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST, A TRUST
FORMED UNDER THE LAWS OF THE STATE OF
NEW YORK

By: EPLET, LLC, acting solely in its capacity as
Administrative Trustee of Revitalizing Auto
Communities Environmental Response Trust

By: _____
ELLIOTT P. LAWS, not individually, but acting
solely in his capacity as Managing Member

Date: _____

DEPARTMENT OF ENVIRONMENT, GREAT
LAKES, AND ENERGY

Liesl Eichler Clark
Director

By: Elizabeth M. Browne, acting
Elizabeth M. Browne, Acting Director
Materials Management Division

Date: August 5, 2020

RACER Properties LLC, a Delaware limited liability
company

By: Revitalizing Auto Communities Environmental
Response Trust, Sole Member of RACER Properties
LLC

By: EPLET, LLC, acting solely in its capacity as
Administrative Trustee of Revitalizing Auto
Communities Environmental Response Trust

By: _____
ELLIOTT P. LAWS, not individually, but acting solely
in his capacity as Managing Member

Date: _____

APPROVED AS TO FORM:

Dana Nessel
Attorney General

By: /s/ Brian J. Negele
Brian J. Negele (P41846)
Assistant Attorney General
Environment, Natural Resources, and
Agriculture Division
Department of Attorney General
P.O. Box 30755
Lansing, Michigan 48933

Date: August 3, 2020


[ATTACHMENT A, A2, B and C EACH TO BE PROVIDED AND INSERTED, AS
APPROPRIATE, FOLLOWING SIGNATURE PAGE]

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.

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DEPARTMENT OF ENVIRONMENT, GREAT
LAKES, AND ENERGY

Liesl Eichler Clark
Director


By: _____
Elizabeth M. Browne, Acting Director
Materials Management Division

Date: _____

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By: Revitalizing Auto Communities Environmental
Response Trust, Sole Member of RACER Properties
LLC

By: EPLET, LLC, acting solely in its capacity as
Administrative Trustee of Revitalizing Auto
Communities Environmental Response Trust

By: 
ELLIOTT P. LAWS, not individually, but acting solely
in his capacity as Managing Member

Date: AUGUST 3, 2020

APPROVED AS TO FORM:

Dana Nessel
Attorney General

By: _____
Brian J. Negele (P41846)
Assistant Attorney General
Environment, Natural Resources, and
Agriculture Division
Department of Attorney General
P.O. Box 30755
Lansing, Michigan 48933

Date: _____

[ATTACHMENT A, A2, B and C EACH TO BE PROVIDED AND INSERTED, AS
APPROPRIATE, FOLLOWING SIGNATURE PAGE]

RACER Trust's Buick City Site

 Original RACER Trust Property

 Sold by RACER Trust

0 1,000 2,000 Feet



E Stewart Ave

Industrial Ave

North St

James P. Cole Blvd

Leith St

E Hamilton Ave

**Total Original Area:
412.947+/- Acres**

**Total Unsold Area:
354.047+/- Acres**

This map is intended for illustrative purposes only and does not claim any legal accuracy of its features. This map was created in color. Reproduction in B/W may not portray data as intended. Created: July-09-2020.

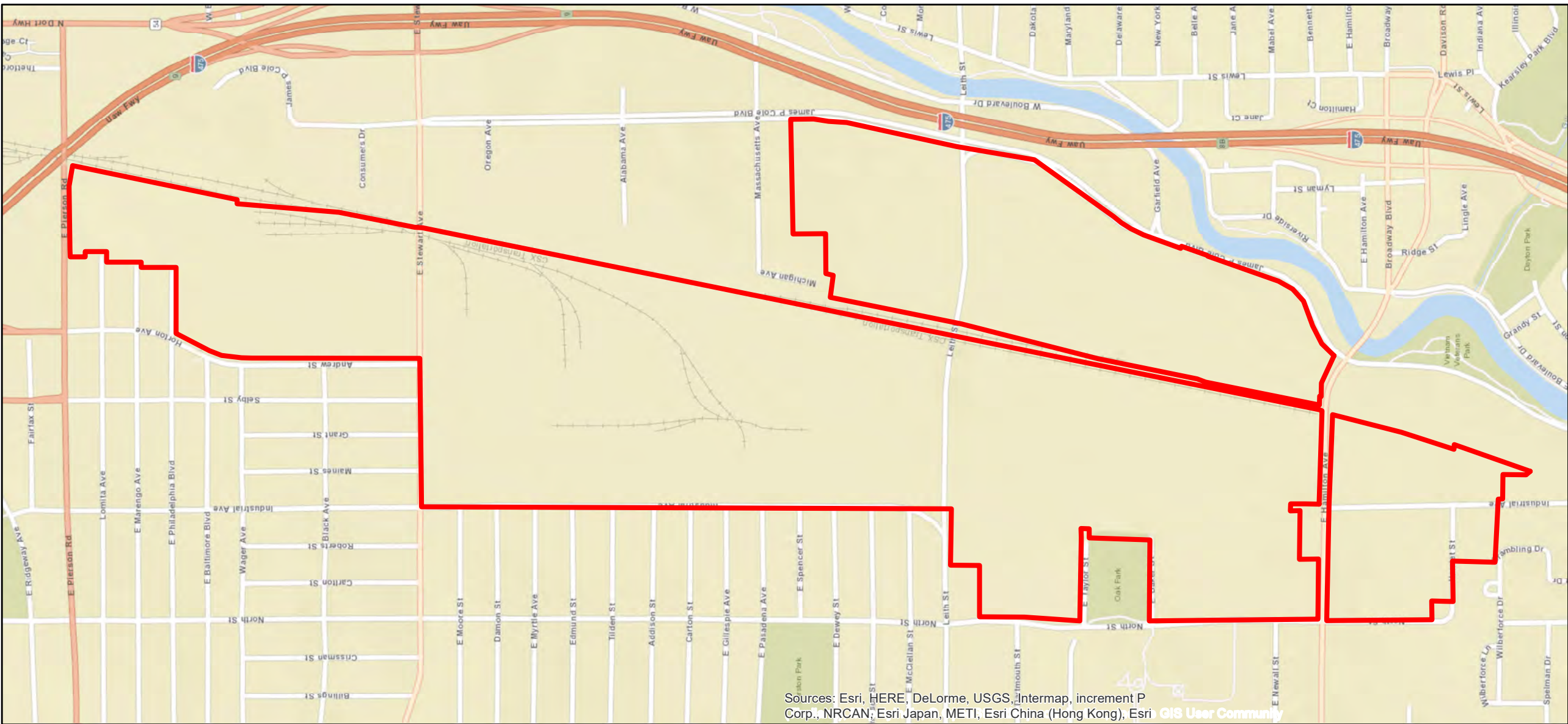
Sales History---

S1: American Spiralweld Pipe Co., March 14, 2014
S2: Lear Corporation, August 25, 2017
S3: Lear Corporation, September 22, 2017
S4: BC Parking, LLC, July 15, 2019
S5: BC Parking, LLC, July 15, 2019

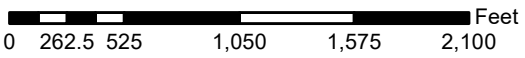
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Original 1980 GMC Buick City Part A Boundary - MID 005 356 712

ATTACHMENT A2

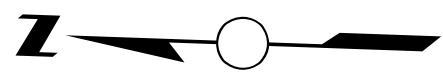


Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri GIS User Community



Legend

 Buick City Part A Boundary



EGLE
Materials Management Division
Hazardous Waste Section
Permit & Corrective Action Unit
Map Drawn 07/20/2020 by DRB

RACER Trust's Buick City Site

Tax ID's & Acreages:

- 1: 25-47-31-202-026
0.092+/-
- 2: 25-47-31-257-020
37.207+/-
- 3: 25-47-31-279-001
1.550+/-
- 4: 25-47-31-401-008
146.605+/-
- 5: 25-41-06-201-018
35.873+/-
- 6: 25-47-31-380-017
0.987+/-
- 7: 25-41-06-127-046
0.602+/-
- 8: 25-41-06-128-048
1.284+/-
- 9: 25-41-06-130-049
0.386+/-
- 10: 25-41-06-401-018
0.234+/-
- 11: TBD by City
4.905+/-
- 12: 25-41-06-179-048
4.698+/-
- 13: 25-41-06-180-007
63.100+/-
- 14: 25-41-06-326-050
19.971+/-
- 15: 25-41-06-401-019
31.922+/-
- 16: 25-41-06-451-003
2.310+/-
- 17: 25-41-06-377-027
2.321+/-
- S1: 25-47-31-257-019
18.898+/-
- S2: 25-41-06-376-008
15.989+/-
- S3: 25-41-06-379-009
13.963+/-
- S4: 25-41-06-130-051
1.930+/-
- S5: TBD by City
8.120+/-

0 1,000 2,000 Feet

E Hamilton Ave

E Pierson Rd

E Stewart Ave

North St

Industrial Ave

James P. Cole Blvd

Leith St



City of Flint
County of Genesee
State of Michigan

- Parcel For Sale by RACER Trust
- Parcel Sold by RACER Trust
- Railroad

Sales History---

- S1: American Spiralweld Pipe Co., March 14, 2014
- S2: Lear Corporation, August 25, 2017
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Total Original Area:
412.947+/- Acres

Total Unsold Area:
354.047+/- Acres

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Buick City Parcel Size and Zoning List

	Current Tax Parcel ID	Acreage (+/-)	Sold?	Zoning Abbr.	Zoning District	Notes	% of Original Land Area
1	25-47-31-202-026	0.092		B	Two Family		0.02%
2	25-47-31-257-019	18.898	(18.898)	G	Heavy Manufacturing	Sold to ASWP	4.58%
3	25-47-31-257-020	37.207		G	Heavy Manufacturing	RACER remainder from ASWP split	9.01%
4	25-47-31-279-001	1.550		G	Heavy Manufacturing		0.38%
5	25-47-31-401-008	146.605		G	Heavy Manufacturing		35.50%
6	25-41-06-201-018	35.873		G	Heavy Manufacturing		8.69%
7	25-47-31-380-017	0.987		D-3	Community Business		0.24%
8	25-41-06-127-046	0.602		D-3	Community Business		0.15%
9	25-41-06-128-048	1.284		D-3	Community Business		0.31%
10	25-41-06-130-051	1.930	(1.930)	D-3	Community Business	Sold to BC Parking	0.47%
11	25-41-06-130-049	0.386		E	Heavy Commercial Limited Manufacturing		0.09%
12	25-41-06-401-018	0.234		G	Heavy Manufacturing		0.06%
13	25-41-06-176-043	8.120	(8.120)	G	Heavy Manufacturing	Sold to BC Parking	1.97%
14	25-41-06-176-044	4.905		G	Heavy Manufacturing	RACER remainder from BC Parking split	1.19%
15	25-41-06-179-048	4.698		G	Heavy Manufacturing		1.14%
16	25-41-06-180-007	63.100		G	Heavy Manufacturing		15.28%
17	25-41-06-326-050	19.971		C-1	Multi Family Walkup Apartments		4.84%
18	25-41-06-401-019	31.922		G	Heavy Manufacturing		7.73%
19	25-41-06-451-003	2.310		D-2	Neighborhood Business		0.56%
20	25-41-06-377-027	2.321		A-2	Single Family Medium Density		0.56%
21	25-41-06-376-008	15.989	(15.989)	F	Intermediate Manufacturing	Sold to Lear Corporation (plant)	3.87%
22	25-41-06-379-009	13.963	(13.963)	G	Heavy Manufacturing	Sold to Lear Corporation (parking)	3.38%
	Two Family	0.092	0.02%				
	Heavy Manufacturing	367.075	88.89%				
	Community Business	4.803	1.16%				
	Heavy Commercial Limited Manuf.	0.386	0.09%				
	Multi Family Walkup Apartments	19.971	4.84%				
	Neighborhood Business	2.310	0.56%				
	Single Family Medium Density	2.321	0.56%				
	Intermediate Manufacturing	15.989	3.87%				
	Total	412.947				22 parcels equaling 412.947 acres	
	Non-residential	390.563	94.58%			390.563 acres are zoned non-residential (94.58%)	
	Residential	22.384	5.42%			22.384 acres are zoned residential (5.42%)	
						100% are deed restricted to non-residential land-use	

RACER Trust's Buick City Site

- Original RACER Trust Property
- Sold by RACER Trust
- A-1 Single Family Low Density
- A-2 Single Family Medium Density
- B Two Family
- C-1 Multi Family Walkup Appts
- C-2 Multi Family High Density Appts
- D-1 Office District
- D-2 Neighborhood Business
- D-3 Community Business
- D-4 Metropolitan Business District
- D-5 Metropolitan Commercial Service
- D-6 General & Highway Commercial Services
- E Heavy Commercial Limited Manufacturing
- F Intermediate Manufacturing
- G Heavy Manufacturing
- P Parking

0 1,000 2,000 Feet



E Hamilton Ave

E Stewart Ave

E Pierson Rd

James P. Cole Blvd

Leith St

North St

Industrial Ave

**Total Original Area:
412.947+/- Acres**

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City of Flint Zoning information acquired from publicly available information on the City's ArcGIS Online shared data; specifically: "City_of_Flint_Current_Zoning" dated January 16, 2018.

**City of Flint
County of Genesee
State of Michigan**

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