STATE OF MICHIGAN
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT
INGHAM COUNTY

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY,

Plaintiff,

v

DIAMOND CHROME PLATING, INC.,

Defendant.

No. 2003-1862-CE

HON. JAMES S. JAMO

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SECOND AMENDED CONSENT DECREE

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SECOND AMENDED CONSENT DECREE

The Plaintiff is the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

The Defendant is Diamond Chrome Plating, Inc. (Defendant).

This Second Amended Consent Decree (Decree) amends a Consent Decree previously entered by the Court on July 28, 2006 (Initial Consent Decree), and the First Amended Consent Decree entered by the Court on July 28, 2015 (FACD). In light of additional information having been acquired, legislative changes, and acts or omissions of Defendant since the date of the Initial Consent Decree, the Parties have negotiated and agreed to enter into this Decree. This Decree requires certain actions to be taken by Defendant with respect to complying with certain environmental laws and investigating and taking any necessary response activities with respect to soil, groundwater, surface water (including storm water), air pollution, and contaminated structures at the Diamond Chrome Plating, Inc. facility in Livingston County, Michigan (Facility).

Upon the Effective Date of this Decree, this Decree shall replace and nullify the Initial Consent Decree and FACD, except for Section XIX (Covenant Not to Sue by State), Section XX (Reservation of Rights by State), and Section XXI (Covenant Not to Sue by Defendant), which shall survive termination and continue in full force and effect as set forth and as modified in this Decree. To the extent any conflict exists between this Decree, the Initial Consent Decree and the FACD, the language in this Decree shall govern.

Defendant agrees not to contest (a) the authority or jurisdiction of the Court to enter this Decree, or (b) any terms or conditions set forth herein.

The entry of this Decree by Defendant is not an admission of liability with respect to any issue dealt with in this Decree nor is it an admission of any factual allegations or legal conclusions stated or implied herein.

The Parties agree, and the Court by entering this Decree finds, that the response activities and other actions set forth herein are necessary to abate the release or threatened release of hazardous substances into the environment, to control future releases, and to protect public health, safety, and welfare, and the environment.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED:

I. JURISDICTION

1.1 This Court has jurisdiction over the subject matter of this action pursuant to MCL 324.3115, MCL 324.5530, MCL 324.11151(1), and MCL 324.20137. This Court also has personal jurisdiction over the Defendant. Defendant waives all objections and defenses that it may have with respect to jurisdiction of the Court or to venue in this Circuit.

1.2 The Court determines that the terms and conditions of this Decree are reasonable, adequately resolve the environmental issues raised, and properly protect the interests of the people of the State of Michigan.

1.3 The Court shall retain jurisdiction over the Parties and subject matter of this action to enforce this Decree and to resolve disputes arising under this Decree, including those that may be necessary for its construction, execution, or implementation, subject to Section XVII (Dispute Resolution).

II. PARTIES BOUND

2.1 This Decree shall apply to and be binding upon Plaintiff and Defendant and their successors. No change or changes in the ownership or corporate status or other legal status of the Defendant, including, but not limited to, any transfer of assets or of real or personal property, shall in any way alter Defendant's responsibilities under this Decree. Defendant shall provide EGLE with written notice prior to the transfer of ownership of part or all of the Facility and shall also provide a copy of this Decree to any subsequent owners or successors prior to the transfer of any ownership rights. Defendant shall comply with the disclosure requirements of Section 20116 of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324.20116, and the Part 201 Administrative Rules.

2.2 Defendant shall provide a copy of this Decree to all staff, contractors and consultants that are retained to conduct any portion of the response activities to be performed pursuant to this Decree within seven (7) calendar days of the effective date of such retention.

2.3 Notwithstanding the terms of any contract that Defendant may enter with respect to the performance of response activities pursuant to this Decree, Defendant is responsible for compliance with the terms of this Decree.

2.4 The signatories to this Decree certify that they are authorized to execute this Decree and to legally bind the Parties they represent.

III. STATEMENT OF PURPOSE

3.1 In entering into this Decree, the mutual intent of Plaintiff and Defendant is to:

(a) cease all unauthorized releases of hazardous wastes and adequately address all releases of hazardous substances at or from Defendant's Property;

(b) conduct additional evaluation to determine the nature and extent of any releases of hazardous substances or hazardous wastes and any threat to the public health, safety, or welfare, or the environment caused by the release or threatened release of hazardous substances or hazardous waste from the Facility and to support the selection of appropriate response activity for the Facility;

(c) evaluate and perform interim response activities;

(d) prepare a Conceptual Site Model (CSM) and Response Activity Plans in order to evaluate exposure pathways at the Facility to determine and implement necessary remedial actions to satisfy and maintain compliance with Part 201 and the performance objectives of this Decree;

(e) reimburse the State for Past and Future Response Activity Costs as described in Section XV (Reimbursement of Costs and Payment of Civil Penalties);

(f) resolve compliance issues under Parts 31, 55, 111, 213 and 201;

(g) resolve any stipulated penalty and past costs demands; and

(h) minimize litigation.

IV. DEFINITIONS

4.1 "AQD" means the Air Quality Division of EGLE.

4.2 "Conceptual Site Model" or "CSM" means a site-specific conceptual site model of the Facility using ASTM Standard Guide for Developing Conceptual Site Models for Contaminated Site E1689-95 (reapproved 2008) to evaluate exposure pathways, risks, and conditions to determine what response activities are necessary, to satisfy the requirements of Part 201 of the NREPA, including but not limited to, Sections 20118, 20120a, 20120b and 20120d, and the Part 201 Administrative Rules and this Decree.

4.3 "Contamination" means the term defined in Section 21302(g) of NREPA and environmental contamination defined in Section 20101(1)(p) of NREPA.

4.4 "Day" or "day" means a calendar day, unless otherwise specified in this Decree.

4.5 "Decree" means this Second Amended Consent Decree and any attachment hereto, including any future modifications, and any reports, plans, specifications, and schedules required by the Decree which, upon approval of EGLE, shall be incorporated into and become an enforceable part of this Decree.

4.6 "Defendant" or "Diamond Chrome" or "DCP" means Diamond Chrome Plating, Inc. and its successors. Diamond Chrome is a Connecticut corporation authorized to do business in Michigan.

4.7 "Effective Date" means the date that the Court enters this Decree. All dates for the performance of obligations under this Decree shall be calculated from the Effective Date.

4.8 "EGLE" means the Michigan Department of Environment, Great Lakes, and Energy, its successor entities, and those authorized persons or entities acting on its behalf. Executive Order 2019-06, signed by Governor Gretchen Whitmer on February 20, 2019, renamed the Department of Environmental Quality as EGLE effective April 22, 2019.

4.9 "Facility" shall have two different meanings as set forth below:

(a) except as to Paragraph 5.2, it shall mean any area where a hazardous substance released at the Property identified in Attachment A has been released, deposited, disposed of, or otherwise comes to be located in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use as provided in Section 20120a of NREPA and the Part 201

Rules. Facility does not include any area, place, or property where the conditions of Section 20101(1)(s)(i-iii) of NREPA are satisfied; and

(b) solely with respect to Paragraph 5.2, it shall mean all contiguous land and structures, other appurtenances, and improvements on the Property used for treating, storing, or disposing of hazardous waste. A Facility may consist of several treatment, storage, or disposal operational units, such as one (1) or more landfills or surface impoundments, or combinations of operations units.

4.10 "Future Response Activity Costs" means costs incurred by the State to oversee, inspect, enforce, monitor, and document compliance with this Decree and to perform response activities under this Decree, including, but not limited to, costs incurred to: monitor response activities at the Facility; observe and comment on field activities; review and comment on Submissions; collect and evaluate samples; purchase equipment and supplies to perform monitoring activities; attend and participate in meetings; prepare cost reimbursement documentation; and perform response activities pursuant to Section X (Emergency Response) and Paragraph 6.14 (EGLE's Performance of Response Activities).

4.11 "Hazardous Waste(s)" is defined as set forth in Part 111 of the NREPA and the Part 111 rules.

4.12 "Long-Term Remedial Action Costs" shall mean those costs necessary to assure the monitoring, operation and maintenance, oversight and other costs that are determined by EGLE to be necessary to assure the effectiveness and integrity of the remedial action.

4.13 "MMD" means the Materials Management Division of EGLE and its successor entities.

4.14 "Part 31" means Part 31, Water Resources Protection, of the NREPA, MCL 324.3101 *et seq*., and the Administrative Rules promulgated thereunder.

4.15 "Part 55" means Part 55, Air Pollution Control, of the NREPA, MCL 324.5501 *et seq*., and the Administrative Rules promulgated thereunder.

4.16 "Part 111" means Part 111, Hazardous Waste Management, of the NREPA, MCL 324.11101 *et seq*., and the Administrative Rules promulgated thereunder.

4.17 "Part 121" means Part 121, Liquid Industrial By-Products, of the NREPA, MCL 324.12101 *et seq*.

4.18 "Part 201" means Part 201, Environmental Remediation, of the NREPA, MCL 324.20101 *et seq*., and the Administrative Rules promulgated thereunder.

4.19 "Part 213" means Part 213, Leaking Underground Storage Tanks, of the NREPA, MCL 324.21301 *et seq*.

4.20 "Party" means the Plaintiff or Defendant. "Parties" means the Plaintiff and Defendant.

4.21 "Past Response Activity Costs" means response activity costs that the State incurred and paid during the dates set forth in the attached Summary Report (Attachment B), including those costs that were billed to Defendant under the Initial Consent Decree and FACD, but are unpaid.

4.22 "Plaintiff" means the Michigan Department of Environment, Great Lakes, and Energy, its successor entities, and those authorized persons or entities acting on its behalf.

4.23 "Property" means the property located at 604 South Michigan Avenue, Howell, Michigan 48843, and described in the legal description provided in Attachment A.

4.24 "Response activity plan" means a plan for undertaking response activities. A response activity plan may include one or more of the following:

(a) A plan to undertake interim response activities.

(b) A plan for evaluation activities.

(c) A feasibility study.

(d) A remedial action plan.

4.25 "RRD" means the Remediation and Redevelopment Division of EGLE and its successor entities.

4.26 "State" and "State of Michigan" means the Michigan Department of Attorney General (MDAG) and EGLE, and any authorized representatives acting on their behalf.

4.27 "Submissions" means all plans, reports, schedules, and other submittals that Defendant is required to submit to the State pursuant to this Decree. "Submissions" does not include the notifications set forth in Section XI (Delays in Performance, Violations, and *Force Majeure*), permit applications submitted by Defendant for consideration by Plaintiff, or reports solely required by a permit issued to Defendant.

4.28 "WRD" means the Water Resources Division of EGLE and its successor entities.

4.29 Unless otherwise stated herein, all other terms used in this document, which are defined in Part 3 of the NREPA, MCL 324.301, Part 31 of the NREPA, MCL 324.3101 *et seq.*, Part 55 of the NREPA, MCL 324.5501 *et seq.*, Part 111 of the NREPA, MCL 324.11101 *et seq.*, Part 121 of the NREPA, MCL 324.12101 *et seq.*, Part 201 of the NREPA, MCL 324.20101 *et seq.*, Part 213 of the NREPA, MCL 324.21301 *et seq.*, or any administrative rules applicable to these Parts shall have the same meaning in this document as in Parts 3, 31, 55, 111, 121, 213, and 201 of the NREPA and any corresponding administrative rules.

V. COMPLIANCE WITH STATE AND FEDERAL LAWS

5.1 All actions required to be taken pursuant to this Decree shall be undertaken in accordance with the requirements of all applicable or relevant and appropriate state and federal laws, rules, and regulations, including, but not limited to, the NREPA. Other agencies may also be called upon to review the performance of response activities or other activities under this Decree.

5.2 On and after the Effective Date of this Decree, Defendant shall comply with the applicable requirements of Part 111 and undertake the actions set forth herein in accordance with the specified schedule:

(a) Comply on an ongoing basis with the Part 3 generator requirements for hazardous waste and the associated references adopted under Part 3, including Mich Admin Code, R 299.9301 through 299.9313.

(b) As of April 16, 2020, and thereafter, Defendant shall cease any accumulation of hazardous waste in the fourteen plating pits/tanks (hereinafter pits) and one trough at the Facility. Any incidental accumulation of any liquids in the pits and the trough, prior to completing the requirements of Paragraph 5.2(c), shall be removed within 24 hours, and managed appropriately according to law, including Part 121, Part 111 and Mich Admin Code, R 299.9307.

(c) As of September 20, 2023, the Defendant provided closure documentation to MMD pursuant to the Defendant's Preventative Maintenance Plan for Hazardous Water Pits (PMPHWP) dated September 28, 2020, for the following pits and trough: North Chrome Pit, Center Pit, South Chrome Pit 2, Chrome Pit 3, Chrome Pit 4, Chrome Pit 6, Chrome Pit 8 and 9, Chrome Pit 12, Chromate Pit 13, and Cadmium Pit and Trough. No later than sixty days (60) after the effective date of this Decree, Defendant shall prepare and submit for approval to the MMD Project Coordinator an updated PMPHWP that includes a schedule for the remaining

pits/tanks, including: Chrome Pit 11, West Chrome Pit, Nickel Pit, and East Pits 5, 7, 15, and 17. The updated PMPHWP shall provide details for the Defendant to properly close the pits pursuant to Mich Admin Code, R 299.9307, which refers to 40 CFR Part 265, Subpart G. If a pit will be retained for future use, the Defendant shall comply with the tank requirements by September 30, 2024, pursuant to Mich Admin Code, R 299.9307(1)(b)(ii), which refers to technical standards for hazardous waste tanks in 40 CFR Part 265, Subpart J. The updated PMPHWP shall include the following information:

(i) Identify the pits and the trough that will no longer be used for hazardous waste accumulation after September 2023, and describe the activities necessary to comply with the closure requirements that shall include, but are not limited to, a third party licensed professional engineer's assessment and certification of closure of the respective pits, pit liner, piping, and trough as required by Mich Admin Code, R 399.9307(1)(b)(ii), which refers to 40 CFR Part 265, Subpart J, including and not limited to 40 CFR 265.197.

(ii) Identify the pits and the trough that will continue to be used for hazardous waste secondary containment (such as emergency overflow), and describe the compliance activities to retrofit, repair or replace these pits and the trough, including, but not limited to: 1) inspection and documentation of the existing pit and trough liner

integrity and any releases of hazardous waste constituents or hazardous substances found under the existing liners; 2) removal of pit and trough liner; 3) complete decontamination of pit and trough; 4) retrofit, repair or replace concrete pit and trough structure; 5) installation of double liner and interstitial sensor to meet the technical requirements of 40 CFR Part 265, Subpart J; 6) complete testing of new pit and trough prior to its return to service; 7) submittal of a third party licensed professional engineer's assessment and certification of the retrofit, repair or replacement of pits, pit liners, piping and the trough; and 8) complete required response actions that the Defendant shall complete if, upon inspection, releases of hazardous waste constituents or hazardous substances are found under the existing liners, including soil borings to evaluate the contaminants present and concentration of those contaminants, proper disposal of waste and contaminated media including, but not limited to, soil and debris, and documentation of the contaminated media disposal including the third-party Engineer's Certification of Closure.

(iii) Include a detailed schedule that demonstrates when the remaining pits/tanks closure or compliance activity will be completed.

(d) Pursuant to Section XIV of this Decree, after the completion of closure, Defendant shall submit to MMD for review and approval a closure certification report pursuant to the updated PMPHWP which includes all of

the information consistent with Mich Admin Code, R 299.9613 and Mich Admin Code, R 299.9307(1)(b)(ii), which references 40 CFR Part 265, Subpart J requirements.

(i) After EGLE's approval of Defendant's certification of closure consistent with Mich Admin Code, R 299.9307(1)(b)(ii), which references 40 CFR Part 265, Subpart J requirements, and Mich Admin Code, R 299.9613, and after April 16, 2020, the pits will no longer be used for hazardous waste accumulation.

(e) The Defendant's Hazardous Waste Management Plan (HWMP) dated July 31, 2020, has been reviewed and commented on by EGLE, but not yet approved. The HWMP shall include: 1) a list of each routinely generated hazardous waste and liquid industrial by-product; 2) a schedule to replace containment devices that assures replacement will take place before degradation or failure occurs that may or will result in leaks or releases of hazardous waste or hazardous waste constituents. Containment devices shall be defined as those areas of pieces of equipment designed to treat, store, or secondarily contain hazardous waste or hazardous waste constituents, including but not necessarily limited to, the pipes transferring material from pits to the wastewater treatment system, as well as the filter press, the roll-off box area, the truck well, drums and totes containing hazardous waste and the hazardous waste constituents; 3) existing applicable Standard Operating Procedures (SOPs) for the accumulation, handling and management of

hazardous waste; and 4) SOPs for the Hazardous Waste Tank System to address all of the Facility's above ground and underground tanks (both interior and exterior), including daily inspections, labeling, adding new tanks, and closing old hazardous waste tanks in accordance with Part 111, Mich Admin Code, R 299.9307(1)(b)(ii), which references 40 CFR Part 265, Subpart J requirements.

(f) Within sixty (60) days of the effective date of this Decree, the Defendant shall submit a revised HWMP to EGLE for approval, to address the above ground hazardous waste tanks. Within thirty (30) days of EGLE approval of the HWMP submitted pursuant to this subparagraph, the Defendant shall: 1) implement the HWMP; and 2) provide training to all staff involved in managing hazardous waste and managers overseeing such staff on the content and procedures detailed in the HWMP. Such training shall be provided on an annual basis thereafter. The Defendant shall document the HWMP training conducted for each staff member and shall maintain documentation at the Defendant's Facility to be made available for EGLE review, upon request. The Defendant shall modify the HWMP any time there is a change in hazardous waste generation, management, or operations, or on a frequency of every five (5) years, whichever occurs first. Any modified HWMP shall be submitted to the MMD Project Coordinator for review and approval.

(g) The Defendant's PMPHWP dated September 28, 2020, has been reviewed and accepted by EGLE. The Defendant shall continue to implement the PMPHWP and no later than November 15, 2024, provide training to all staff involved in managing hazardous waste pits and managers overseeing such staff on the content and procedures detailed in the PMPHWP. Such training shall be provided on an annual basis thereafter. The Defendant shall document the PMPHWP training conducted for each staff member and shall maintain documentation at the Defendant's Facility to be made available for EGLE review, upon request. Except as specified in Paragraph 5.2(c), the Defendant shall update the PMPHWP on a frequency of every five (5) years, as needed. If the Defendant determines that an update to the PMPHWP is not needed at any five (5) year term, then the Defendant shall submit to the project coordinator a written justification for why an update is not needed, for EGLE's review and approval. If EGLE disapproves the Defendant's justification for why an update is not needed, Defendant shall submit the PMPHWP update within sixty (60) days of the date of EGLE's disapproval. Any modified PMPHWP shall be submitted to the MMD Project Coordinator for review and approval.

(h) Collect and contain any releases as follows:

(i) hazardous waste generated at the Facility in a timely fashion that complies with 40 CFR 265.56 for releases that require implementation of the Part 111 contingency plan or 40 CFR 265.196

for releases from the wastewater treatment unit tanks, whichever is applicable, as required by Mich Admin Code, R 299.9307(1) and the HWMP; and

(ii) liquid industrial by-products generated at the Facility in a timely fashion that complies with Part 121, including container labeling, management, written waste characterization, maintaining records of the waste characterization, and disposal of the liquid industrial by-product.

(i) The Defendant shall comply with the chemical compatibility requirements for containment of hazardous waste, liquid industrial by-products and hazardous waste constituents, including Mich Admin Code, R 299.9307(1)(b) and Part 121. The compatibility requirements include: 1) evaluation of any change in chemical use, chemical management, equipment use, or operations for materials used at Defendant's Facility; 2) completing necessary improvements to the containment devices such as sealing, treating, repairing, or replacing unsuitable materials; 3) replacement of unsuitable containment devices; and 4) training of staff on the chemical compatibility requirements on an annual basis. The Defendant shall document the annual chemical compatibility requirements training conducted for each staff member and shall such maintain documentation at the Defendant's Facility to be made available for EGLE review, upon request.

(j) The Defendant's Closure Plan dated October 28, 2022, has been reviewed and accepted by EGLE. If determined necessary during the implementation of the activities required in Section 6, EGLE will notify Defendant of its determination that a revised Closure Plan is necessary to be submitted for closure of all waste management units and hazardous waste accumulation areas, including all structures and contaminated media, consistent with Mich Admin Code, R 299.9307, which refers to 40 CFR Part 265, Subpart J, and 40 CFR 265.112 (Content of Closure Plan). A revised plan shall be prepared and submitted within sixty (60) days of the date of EGLE's written notification. This plan shall address all EGLE comments in the written notification and shall comply with Part 111 generator waste accumulation area closure requirements, including 40 CFR 265.111, 265.112(b)(1)–(8), 265.114, and any other applicable law including Part 201 of the NREPA. Based upon the date the plan is submitted to MMD, the closure cost estimates submitted for EGLE approval shall thereafter be updated annually along with other plan changes approved by EGLE based on new information developed from ongoing site operations, renovations, and remediation activity. The annual closure cost estimates submitted by the Defendant shall comply with 40 CFR 264.142.

(k) On and after the Effective Date, Defendant shall provide at least ten (10) days' notice to all EGLE Project Coordinators (MMD, RRD, AQD, and WRD), prior to conducting any scheduled work that might expose areas

where releases of hazardous waste or hazardous waste constituents may have occurred, or where hazardous waste might be accumulated or generated. If unscheduled work is determined to be necessary, Defendant shall immediately notify the MMD Project Coordinator upon making that determination. In the event direct contact with the EGLE project coordinator is not possible, Defendant shall immediately notify the EGLE Pollution Emergency Alerting System (PEAS) Hotline at (800) 292-4706. Unscheduled work notifications shall include a brief description of the type and extent of work anticipated, including equipment and structures involved, the location of the work, the name(s) and contact information of the supervisors, the approximate number of employees assigned, the date and time work will commence, and the expected duration of the unscheduled effort.

5.3 On and after the Effective Date, Defendant shall comply with the following requirements of Part 55 and undertake the actions for chrome process emissions control as set forth herein in accordance with the specified schedule:

(a) On and after the Effective Date, Defendant shall maintain a professionally-drawn plan that identifies the current ductwork at the Property, in segments not to exceed twenty (20) foot segments, within the building from the chrome tanks, including vertical risers to the roof top ductwork and on the roof top between the chrome tanks and the control unit, for use in structural identification as well as maintenance and recordkeeping. Defendant shall mark and maintain identifying descriptions or markings on

each segment of this ductwork for clear identification and recordkeeping. The plan shall be updated periodically, as necessary, to maintain and assure accuracy. If any updates are made to the plan, Defendant shall include those updates in the next quarterly report. Defendant shall maintain the plan at the Property and shall provide a copy of it to EGLE upon written or verbal request.

(b) On and after the Effective Date, Defendant shall inspect all ductwork and control equipment at the Property each day the Facility is in production to identify any release of an air contaminant to the environment that fails to be appropriately conveyed to the control equipment for control and removal. All releases must be repaired within forty-eight (48) hours of being identified. Defendant shall conduct and maintain at the Property a written record that identifies the person(s) conducting the required inspection, any release(s) identified during the inspection, the date and time of the inspection, the ductwork segment for each release identified, and the date and time any release is repaired. Defendant shall maintain a record of the cumulative number of releases for each ductwork segment and shall flag each segment that has had five (5) or more releases. Defendant shall submit a copy of the records as part of the Progress Reports required pursuant to Paragraph 6.11 of this Decree, and additionally upon written or verbal request.

(i) Not later than August 30, 2024, the Defendant shall replace and then maintain the vertical riser V2 and its seals and connect the replacement riser with the existing horizontal ductwork on the East side of the Facility.

(c) If EGLE identifies on three (3) separate dates within any three (3) year period that releases from the ductwork were not identified, documented, or repaired as required under Paragraph 5.3(b), within ninety (90) days of receiving written notice from EGLE of the violations, Defendant shall submit evidence to the AQD Project Coordinator that it has replaced all ductwork for the chrome plating processes associated with the releases. EGLE shall notify Defendant in writing upon discovery of any release that was not identified, documented, or repaired as required under Paragraph 5.3(b). Defendant's obligations are subject to Section XI (Delays in Performance, Violations, and *Force Majeure*). If Defendant proposes an alternative control technology or seeks a modification of the above deadlines pursuant to Section XI (Delays in Performance, Violations, and *Force Majeure*), in addition to providing the information required in Paragraph 11.3, Defendant must provide at the same time a proposed implementation schedule to the AQD Project Coordinator for the installation and use of the alternative control technology or ductwork replacement.

(d) On and after the Effective Date for each chrome plating tank where surfactant is used, Defendant shall establish and maintain ongoing recordkeeping of quantities of surfactants purchased, and usage (as applied),

and monitoring of surface tension consistent with the chrome National Emission Standards for Hazardous Air Pollutants (NESHAP) requirements. The records shall be maintained on site and provided to AQD upon written or verbal request.

(e) After the Effective Date, Defendant shall replace each and any ductwork segment within sixty (60) days for which ten (10) releases are identified.

(f) Defendant shall maintain a periodically updated professionally prepared plan identifying the current exit points of all air process equipment through vents to the ambient air through Defendant's building sidewalls and roof. Defendant shall mark and maintain identifying descriptions or markings on such exit points, pipes, stacks, or vents for clear identification from the exterior of the building. This plan shall be updated periodically, as necessary, to maintain and assure accuracy. Defendant shall also maintain the plan at the Property and shall provide a copy of it to EGLE upon written or verbal request.

(g) Within sixty (60) days after the Effective Date, Defendant shall submit to the AQD Project Coordinator, for review and approval, an updated SOP for scrubber No. 5 to identify appropriate pressure drop and flow rate, manufacturer recommendations on frequency of scrubber wash and acid wash cycles to remove acid build-up and outline preventative maintenance of the air pollution control equipment, ductwork maintenance, and chrome

plating processes. Defendant shall maintain the SOPs for all scrubbers at the Property and shall provide a copy of the SOPs to EGLE upon written or verbal request. EGLE-approved SOPs and any updates or replacements shall be incorporated by reference as an enforceable part of this Decree.

(h) AQD may require Defendant to conduct acceptable performance tests, at the owner's or operator's expense as required by Mich Admin Code, R 336.2001 and Mich Admin Code, R 336.2003, the conditions specified in the Permit to Install (PTI) 367-83B and 386-85A, and any new or revised PTI (air use PTIs for chrome processes). The Defendant shall submit an acceptable stack test protocol for review and approval not less than sixty (60) days in advance of the proposed test date.

(i) Defendant shall notify the AQD Project Coordinator by telephone call or email not less than one (1) business day in advance of any material change or alteration of Defendant's air quality process, devices, control equipment, structures, or materials, and in writing within seven (7) business days, together with an explanation of the same, addressing applicable Part 55 rules and the chrome NESHAP requirements.

(j) Defendant shall comply with air use PTIs for chrome processes at the Property.

5.4 On and after the Effective Date, Defendant shall comply with the following requirements of Part 55 and 40 CFR Part 63, Subpart T (National Emission Standards for Halogenated Solvent Cleaning) for batch vapor cleaning operations, and undertake the actions set forth herein:

(a) The requirements of 40 CFR Part 63, Subpart T apply to batch vapor cleaning operations that use any of the six (6) halogenated solvents referenced by that subpart, including trichloroethylene (TCE), in a batch vapor cleaning machine. This regulation is a basis for establishing an appropriate solvent usage rate, emission limitation, and related work practice standard for batch vapor cleaning machines using a solvent subject to 40 CFR Part 63, Subpart T.

(b) The requirements of Mich Admin Code, R 336.1708 (Rule 708) provide a basis for establishing by state rule appropriate work practice requirements for new open top vapor degreasers, as that term is defined in Mich Admin Code R 336.1115(c), that are not specifically regulated under 40 CFR Part 63, Subpart T.

(c) Mich Admin Code, R 336.1201 (Rule 201) requires that a regulated air emission source obtain an air use Permit to Install for each air emission source unless a source can demonstrate applicability of an exemption from obtaining an air use Permit to Install. In accordance with Mich Admin Code, R 336.1290 (Rule 290), Defendant may assert applicability and make a demonstration of an exemption from Permit to Install

requirements. In accordance with Rule 290, Defendant shall maintain required documentation to support its assertion of Rule 290 applicability.

(d) On November 25, 2019, Defendant removed TCE from the batch vapor cleaning machine and additionally became subject to Rule 708. Defendant shall operate the batch vapor cleaning machine in compliance with Rule 708.

(e) Defendant is currently relying on Rule 290 for the operation of its batch vapor cleaning machine. Defendant shall maintain a description of the batch vapor cleaning machine in sufficient detail to support Defendant's assertion of Rule 290 applicability, including maintaining records of material use and calculations identifying the quality, nature, and quantity of the air contaminant emissions.

(f) On and after the Effective Date, Defendant shall operate the batch vapor cleaning machine in compliance with Rule 708 and Mich Admin Code, R 336.1910 (Rule 910), as may be applicable, for any solvent used in the batch vapor cleaning machine.

(g) On and after the Effective Date, Defendant shall monitor and document the following operational conditions for the batch vapor cleaning machine in addition to the requirements outlined in Rule 708:

(i) On a weekly basis, measure and record room draft (the flow/movement of air across the top of the opening of the degreaser). Defendant shall take all reasonable precautions to help prevent room draft from exceeding 50 feet/minute.

(ii) On a weekly basis, inspect the working mode cover. The working mode cover may open only for entry and removal of parts, and maintenance or repair. The working mode cover must be inspected to document that it 1) is opening and closing properly; 2) completely covers the degreaser openings when in place; and 3) is free of cracks, holes, and other defects. Inspections and conditions will be recorded. Any defects in the working mode cover identified during an inspection that may result in an emission concern shall be repaired promptly, not to exceed 6 hours of operation of the degreaser. The time and date of any repair shall be recorded.

(iii) On a weekly basis, measure, and record dwell time (the required minimum length of time that a part must be held above the vapor zone, allowing the solvent to drain back into the degreaser). The dwell time shall be a minimum of 85.6 seconds.

(iv) On a weekly basis, measure the hoist speed of the parts basket. The hoist speed shall either be calculated by measuring the distance moved by the basket to drop from the fully lifted position above the degreaser until it reaches the bottom of the degreaser or if in

the lowered position by measuring the distance moved by the basket to rise from the bottom of the degreaser to the fully lifted position. Using a stopwatch, measure the length of time it takes for the basket containing parts to drop or rise, and calculate and record the hoist speed (feet per minute). The hoist speed shall not exceed 11 feet/minute.

(v) On a weekly basis, measure and record the freeboard refrigeration device (FRD) temperature. Using a calibrated thermometer, measure the temperature of the FRD area inside the degreaser and record the results. The measurement should be collected from the center of the "air blanket." The "air blanket" is defined as the layer of air inside the solvent cleaning machine freeboard located above the solvent/air interface. The center of the air blanket is equidistant between the sides of the machine (horizontally), and at the center cooling coil of the machine. For example, if there are three coils in the machine, it would be measured at the second, or middle, coil. In other cases, the temperature should be measured at the center of the top cooling coil to ensure that the temperature is adequate to provide a chilled air blanket above the solvent vapor. DCP will maintain a FRD temperature below 47 degrees Fahrenheit.

(vi) Attachment C sets forth the workbook log that will be used to record the above information. The records shall be maintained on site for three (3) years and shall be provided to EGLE upon written or verbal request.

(h) In addition to the records to be kept pursuant to Paragraph 5.4(g), on and after the Effective Date, Defendant shall keep records as specified in Attachment D of the degreasing solvent used in Defendant's batch vapor cleaning machine, and miscellaneous facility-wide parts wiping operations if Defendant is utilizing the same cleaning solvent used in the batch vapor cleaning machine. The daily and monthly records recorded using the form set forth in Attachment D shall be kept on file at Defendant's Property for a period of at least three (3) years and shall be submitted within thirty (30) days following the end of the first partial calendar quarter after the Effective Date, and for each full quarter thereafter, by May 1, August 1, November 1, and February 1, or made available to EGLE upon written or verbal request. After submitting four (4) full quarters of records representative of normal operations, Defendant may request that such submittals be submitted annually, upon demonstration that in the immediately preceding twelve (12) months such records were complete, accurate, submitted timely, and operations have not resulted in emission or usage exceedances.

(i) On and after the Effective Date, Defendant shall record and maintain records of the calculated emissions from the batch vapor cleaning machine solvents, as well as emissions from miscellaneous parts cleaning (outside the batch vapor cleaning machine) if such miscellaneous parts cleaning is utilizing the same cleaning solvent used in the batch vapor cleaning machine, as specified in Attachment C and in accordance with methods and procedures approved by the AQD Lansing District Supervisor. The daily and monthly records recorded using the form set forth in Attachment C shall be kept on file at Defendant's Property for a period of at least three (3) years and shall be submitted within thirty (30) days following the end of the first partial calendar quarter after the Effective Date and for each full quarter thereafter during which this Decree is effective, by May 1, August 1, November 1, and February 1, and made available to EGLE upon written or verbal request. After submitting four (4) full quarters of records representative of normal operations, Defendant may request that such submittals may be submitted annually, upon demonstration that in the immediately preceding twelve (12) months such records were complete, accurate, submitted timely, and operations have not resulted in emission or usage exceedances.

(j) Defendant may, in the future, propose to implement one of six (6) halogenated solvents allowed by 40 CFR Part 63, Subpart T at the batch vapor cleaning machine or may propose another solvent. Prior to doing so,

Defendant shall do either of the following: 1) submit a complete permit application to install, including an acceptable ambient air modeling demonstration of how Defendant shall comply with Rule 201 and, if applicable, 40 CFR Part 63, Subpart T, or 2) submit an acceptable ambient air modeling demonstration and Rule 290 demonstration. If the ambient air modeling demonstration and Rule 290 demonstration completed under option 2 in the preceding sentence does not meet with the Rule 290 permit exemption requirements, Defendant may submit the documentation listed under option 1 in the preceding sentence. If option 2 is utilized, Defendant may either utilize the forms and maintain records as set forth in Attachment C and Attachment D or submit for AQD review and approval alternative recordkeeping and reporting procedures it shall implement to assure compliance with work practice requirements, record and maintain usage rate and emission limitation compliance, and any emissions capture and control requirements, as may be applicable. If Defendant submits a permit application to install, recordkeeping and compliance conditions shall be established by permit.

(k) If Defendant proposes a new solvent pursuant to Paragraph 5.4(j) that is subject to 40 CFR Part 63, Subpart T, Defendant shall submit for review and approval, not less than sixty (60) days in advance of the proposed date for introducing such new solvent, a detailed and complete ambient air monitoring and sampling and/or stack testing plan

(Emissions Sampling Plan). Upon approval of the Emissions Sampling Plan, Defendant shall conduct the sampling prior to and following introduction of the new solvent that is subject to 40 CFR Part 63, Subpart T. The Emissions Sampling Plan shall be incorporated into this Decree by reference as Attachment E and made an enforceable part of this Decree. Any subsequent proposed revisions to the Emissions Sampling Plan shall be submitted for review and approval by the AQD Lansing District Supervisor, and upon approval shall be incorporated into this Decree by reference as revised Attachment E and made an enforceable part of this Decree.

(l) Within thirty (30) days following any sampling event conducted pursuant to Paragraph 5.4(k) above, Defendant shall submit a copy of the sampling results of each sample. Within thirty (30) days following completion of sampling pursuant to the Emissions Sampling Plan, Defendant shall submit to the AQD Lansing District Supervisor a complete report including analysis and conclusions.

(m) On and after the Effective Date, except as otherwise provided by the administrative rules of Part 55, Defendant shall not install, construct, reconstruct, relocate, alter, or modify any process or process equipment related to the batch vapor cleaning machine including control equipment pertaining thereto, which may emit an air contaminant, unless a Permit to Install which authorizes such action is issued by EGLE pursuant to Rule 201,

Defendant is issued a waiver pursuant to Rule 202, or the change is exempt from the requirements of Rule 201.

(n) On and after the Effective Date, an air cleaning device at Defendant's Property for the batch vapor cleaning machine, if required to comply with Rule 708, shall be installed, maintained, and operated in accordance with the requirements of Rule 910, and if applicable, Rule 201.

5.5 On and after the Effective Date, if the Defendant utilizes the Mechanical Vapor Recompression (MVR) evaporator unit for compliance with state and federal laws, the Defendant shall maintain the MVR evaporator in compliance with the requirements of Part 55 and may, if applicable, satisfy an exemption from the requirement to obtain an air use Permit to Install under Rule 291 by providing the following:

(a) Defendant shall collect monthly samples representative of normal operation of the MVR evaporator from location 1 (influent untreated groundwater), location 2 (concentrate), and location 3 (liquid distillate) [as depicted on Attachment F] for the purposes of updating the monthly Rule 291 demonstration with calculations used for a mass balance analysis.

(b) Defendant shall submit to the AQD Coordinator the monthly Rule 291 calculations on a quarterly basis, commencing within thirty (30) days following the end of the first partial or full quarter in which untreated groundwater operations begin, and for each full quarter thereafter, by February 1, May 1, August 1, and November 1.

(c) Defendant may request a reduced frequency of sampling and submittal of the Rule 291 demonstration after not less than 6 months of monthly sampling and if Defendant believes it has gathered sufficient data to support that over the entire sequence of preceding months the concentrations of contaminants have been progressively reduced and are representative of variable groundwater conditions and longer-term pumping conditions. To support such a request, Defendant may utilize Mann Kendall analysis and/or other data requested by AQD to support this demonstration. If a successful demonstration is made by Defendant, thereafter AQD may authorize quarterly sampling rather than monthly sampling to document ongoing applicability of the Rule 291 exemption from permit requirements for the MVR evaporator. However, any operational and/or design alterations of the MVR evaporator unit wastewater treatment system from the baseline Rule 291 exemption demonstration as accepted by AQD in January 2021 may alter or nullify the exemption applicability and require a full new demonstration of exemption rather than monthly sampling and quarterly data submittal.

(d) Defendant shall notify the AQD Coordinator by email and phone within one day of discovery, and in writing within seven (7) days of discovery, that sampling and/or sampling results are in exceedance of the Rule 291 criteria.

5.6 On and after the Effective Date, Defendant shall comply with Part 31 and undertake specific actions set forth herein in accordance with the schedule below:

(a) Defendant shall comply with the National Pollutant Discharge Elimination System (NPDES) Permit No. MI0058204 issued to DCP on November 14, 2014, and effective on December 1, 2014, and any future NPDES permits for the Facility upon issuance or reissuance by EGLE. DCP waives any right it may have to contest the issuance of Permit No. MI0058204.

(b) Due to existing contaminated groundwater conditions, the NPDES Permit has effluent limitations for Monitoring Point 001A-Manhole 1379 for total chromium. In order to achieve compliance with those effluent limitations, Defendant shall implement all required activities set forth in Section VI (Performance of Response Activities) of this Decree. Defendant shall comply with the total chromium effluent limitations for Monitoring Point 001A-Manhole 1379.

(c) Defendant shall comply with any requirements of the City of Howell regarding the elimination of contaminated groundwater infiltration to sanitary sewer lines.

5.7 In addition to the Submission requirements set forth in this Section, all testing, sampling, or monitoring data gathered by Defendant pursuant to Paragraphs 5.2–5.6 shall be considered in developing the Conceptual Site Model and if not otherwise provided to EGLE, shall be included in the Progress Reports required pursuant to Paragraph 6.11 of this Decree.

VI. PERFORMANCE OF RESPONSE ACTIVITIES

6.1 Defendant shall perform all necessary response activities at the Facility to comply with the requirements of Parts 31, 201, and 213 including, but not limited to, the response activities required to meet the objectives outlined in this Decree, as follows:

(a) To the extent that the Defendant is the owner or operator of part or all of the Facility, Defendant shall undertake all response activities necessary to achieve and maintain compliance with Section 20107a(1) of Part 201 of the NREPA, MCL 324.20107a(1), and the Part 201 Administrative Rules.

(b) In accordance with Part 201, the Part 201 Administrative Rules and this Decree, Defendant shall perform interim response activities (IRA) to prevent, minimize, or mitigate injury to the public health, safety, or welfare, or to the environment as necessary prior to the implementation of remedial action, including performing IRA to identify and address conditions that require response activities necessary to mitigate any immediate public health risks. IRA Response Activity Plans are required in Paragraph 6.6 of this

Decree, and shall include at a minimum 1) a Volatilization to Indoor Air Pathway (VIAP) Assessment Plan to identify any unacceptable human health risks from volatilization to indoor air of hazardous substances at the Facility; 2) an updated VIAP Conceptual Site Model (CSM), for the VIAP that provides a framework and record of the needed and completed response activities at the Facility; and 3) VIAP Mitigation actions to assess, and if necessary, mitigate any unacceptable public health risks at the Facility resulting from volatilization to indoor air of hazardous substances from all environmental media.

(c) Defendant shall supplement and complete the Contamination Investigation as described in Section 6.7. The performance objective of the Contamination Investigation is to assess Facility conditions in order to select an appropriate remedial action that adequately addresses those conditions by identifying the source or sources of any contamination; to define the nature and vertical and horizontal extent of contamination; and to define and evaluate contaminant migration pathways, in compliance with the requirements of Part 201 and the Part 201 Rules.

(d) Defendant shall perform remedial actions as necessary based on the results of the Contamination Investigation to satisfy and maintain compliance with the cleanup criteria as established under MCL 324.20120a or MCL 324.20120b and shall design, install, and implement a groundwater remedy in compliance with Part 201 and the Part 201 Rules, including, but

not limited to Section 20118 of Part 201 and Rules 299.3(5) and 299.3(6), as applicable. The groundwater remedy shall prevent infiltration of contaminated groundwater into the storm sewer system and address the groundwater-surface water interface pathway as required by and in accordance with Part 201; and shall enable DCP to comply with NPDES Permit No. MI0058204, or any subsequent amendment thereto, and Administrative Consent Order 05301 entered by EGLE and the Defendant on March 16, 2020 (ACO-05301), or any subsequent amendment thereto with limits for chromium, hexavalent chromium, and a specific chemical within the family of PFAS chemicals called perfluorooctanesulfonic acid (PFOS) at monitoring point 001A. Defendant shall perform source removal and shall maintain source control to achieve the following:

(i) Removal or treatment of soils that exhibit characteristic hazardous waste properties as defined in 40 CFR Part 261, subpart C in accordance with the current MMD-approved Closure Plan.

(ii) Perform response activities necessary in order to prevent any future offsite migration of hazardous substances above applicable Part 201 cleanup criteria or EGLE-approved site-specific volatilization to indoor air criteria from the Property and mitigate any unacceptable migration of hazardous substances offsite that has already occurred.

(iii) Continue to ensure compliance with relevant laws, rules, and orders to demonstrate compliance with Part 201.

(e) Defendant shall comply with the requirements of MCL 324.20114, MCL 324.20118, MCL 324.20120a, MCL 324.20120d, and MCL 324.20120e.

(f) Defendant shall satisfy the requirements of Section 21304a of Part 213 of the NREPA, MCL 324.21304a, with regard to releases of regulated substances from the former underground storage tank owned or operated by the Defendant.

(g) Defendant shall provide for monitoring, operation and maintenance, and oversight that is necessary to assure the effectiveness and integrity of the Defendant's selected remedial action as specified by this Decree, including establishing and maintaining financial assurance required by Section VIII (Financial Assurance) of this Decree. Nothing in this Decree shall limit Defendant's obligations to otherwise comply with Part 201 of the NREPA.

6.2 In accordance with this Decree, Defendant shall assure that all response activities, and their corresponding implementation schedules, are designed to achieve the performance objectives identified in Paragraph 6.1. Defendant shall develop each Response Activity Plan and perform the response activities contained in each EGLE-approved Response Activity Plan in accordance with the requirements of Part 201 and this Decree. Upon EGLE approval, each component of each Response Activity Plan and any approved modifications shall be deemed incorporated into this Decree and made an enforceable part of this Decree. If there

is a conflict between the requirements of this Decree and any implementation schedule or plan, the requirements of this Decree shall prevail.

6.3 Quality Assurance Project Plan (QAPP) Requirements.

Within 180 days of the Effective Date of this Decree, Defendant shall submit to EGLE for review and approval an updated QAPP, describing the quality control, quality assurance, sampling protocol, and chain of custody procedures that will be used in carrying out the tasks required by this Decree. Defendant agrees to develop the QAPP in accordance with the United States Environmental Protection Agency's (USEPA's or EPA's) "EPA Requirements for Quality Assurance Project Plans," EPA QA/R5, March 2001; "Guidance for Quality Assurance Project Plans," EPA QA/G5, December 2002; and "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," American National Standard ANSI/ASQC E41994. Defendant agrees to utilize the recommended sampling methods in EGLE's technical reference document entitled "March 2016 Application of Target Detection Limits and Designated Analytical Resource Materials." Defendant shall utilize EGLE 2002 Sampling Strategies and Statistics Training Materials for Part 201 Cleanup Criteria (S^3TM) to determine the number of samples required to verify the cleanup and to determine sampling strategy. Defendant shall comply with any documents that supersede or amend the documents referenced in this Paragraph and may utilize other methods demonstrated by Defendant to be appropriate as approved by EGLE.

6.4 Health and Safety Plan (HASP).

Defendant shall maintain compliance with the HASP that was submitted to EGLE on November 10, 2023, and developed in accordance with the standards promulgated pursuant to the National Contingency Plan, 40 CFR 300.150; the Occupational Safety and Health Act of 1970, 29 CFR 1910.120; and the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, MCL 408.1001 *et seq*. Response activities performed by the Defendant pursuant to this Decree shall be in accordance with the November 10, 2023, HASP and any subsequent revisions thereto. If the November 10, 2023, HASP is updated by the Defendant, then the Defendant shall notify EGLE and shall send EGLE a copy upon EGLE's request for a copy. The HASP is not subject to EGLE's approval under Section XIV (Submissions and Approvals) of this Decree. EGLE may request to view the updated HASP prior to or during a site visit to the Facility.

6.5 Documentation of Compliance with Section 20107a of Part 201 of the NREPA.

To the extent that the Defendant owns or operates a part or all of the Facility, the Defendant shall maintain and, upon EGLE's request, submit documentation to EGLE for review and approval that summarizes the actions the Defendant has taken or is taking to comply with Section 20107a of Part 201 of the NREPA and the Part 201 Administrative Rules. Failure of the Defendant to comply with the requirements of this Paragraph, Section 20107a of Part 201 of the NREPA, or the Part 201 Administrative Rules shall constitute a violation of this Decree and

shall be subject to the provisions of Section XVI (Stipulated Penalties) of this Decree.

6.6 Interim Response Activities.

(a) Defendant shall submit to EGLE the Response Activity Plans for IRA by the dates specified below. The Response Activity Plans for IRA shall include:

(i) A VIAP Assessment Plan, as outlined below.

(A) On September 1, 2020, Defendant submitted an initial VIAP CSM. In March 2021, EGLE provided to the Defendant comments on the VIAP CSM that included the VIAP Technical Assistance and Program Support (TAPS) recommendations. Within ninety (90) days of the Effective date of this Decree, Defendant shall submit a Response Activity Plan with implementation schedule for EGLE review and approval to assess VIAP risks to identify any unacceptable human health risks from volatilization to indoor air of hazardous substances at the Facility. Within thirty (30) days of receiving EGLE's approval of the VIAP Assessment Plan, Defendant shall commence to perform the response activities. All initial assessment activities as defined in the EGLE-approved Response Activity Plan must be completed within 365 days of EGLE's approval of the Response Activity Plan.

(ii) An updated VIAP CSM as outlined below:

(A) Defendant shall develop an updated VIAP CSM based upon the information and data collected to date and during implementation of the VIAP Assessment Plan that provides a framework and record of the completed and needed response activities at the Facility and is consistent with the following documents and any documents that supersede or amend the documents: requirements detailed in ASTM E1689-95(2014); the USEPA's Environmental Cleanup Best Management Practices: Effective Use of the Project Life Cycle Conceptual Site Model (EPA 542-F-11-011, July 2011); and EGLE's Guidance Document for the Vapor Intrusion Pathway, May 2013. Defendant may utilize other methods demonstrated by Defendant to be appropriate as approved by EGLE. The updated VIAP CSM shall be submitted to EGLE by within 90 days of the completion of VIAP ResAP activities outlined in Section 6.6(a)(i)(A) above.

(B) The updated VIAP CSM should describe the site environmental system, identifying the physical, chemical and biological processes that control the transport of contaminants from sources through environmental media to environmental receptors and include the development of area-specific VIAP CSMs. Area-specific VIAP CSMs may be developed where the Facility has an area of contamination with differing concentrations of hazardous substances, releases, pathways, receptors and/or surface or subsurface conditions including manmade preferential pathways. The VIAP CSM(s) must include all of the following components:

(1) A pictorial model of the site conditions, including, but not limited to, the locations of contaminant sources, concentrations of contaminants in each type of media encountered, above ground and below ground structures and utilities, topographic features and surface hydrology, groundwater flow direction/rate, horizontal and vertical extent of the groundwater plume, and related geology and hydrogeology information such as boring logs, field observations, and soil details.

(2) A pathway network receptor diagram to support risk assessment for all reasonable and relevant exposure pathways.

(3) A brief written description of the site (current conditions and history), contaminant source, characterization, migration pathway descriptions, identification of data gaps.

(4) Additional maps, tables, and figures for support, if needed.

(5) Inclusion of all lab data sheets and field notes for collected samples at the Facility, for purpose of quality assurance. In addition, summary tables of all sampling shall be included and sorted by location and sampling period.

(6) All VIAP CSM submissions, including tables, figures, and lab information, must be provided to EGLE in electronic and hard copy formats.

(7) The VIAP CSM shall be updated in the future to include additional investigation data collected at the Facility as directed by EGLE if such data modifies the conclusions of the VIAP CSM or the VIAP Mitigation Plan.

(iii) A VIAP Mitigation Plan, as outlined below:

(A) Defendant shall develop and implement a Response Activity Plan to mitigate the risks based on the data collected in the assessment activities and presented in the VIAP CSM. This Response Activity Plan shall be submitted to EGLE within 60 days of receiving EGLE's approval of the VIAP CSM. The Response Activity Plan for mitigation of VIAP risks shall require evaluation of the conditions at the Facility, utilizing site-specific cleanup criteria that are determined appropriate based upon the conditions and the land use for that area of the Facility and approved by EGLE. The Response Activity Plan for mitigation of VIAP risks shall include a schedule for the implementation of necessary mitigation.

(1) A detailed description of the specific work tasks that will be conducted pursuant to the Response Activity Plan and a description of how these work tasks will meet the performance objectives described in Paragraph 6.1 of this Decree.

(2) A description of how the proposed IRA will be consistent with the remedial action that is anticipated to be selected for the Facility.

(3) Implementation schedules for conducting the response activities and for submission of Progress Reports required pursuant to Paragraph 6.11 of this Decree, and an IRA report that will present the findings of the interim response activities for EGLE review and approval.

(4) A plan for obtaining access to any properties not owned or controlled by Defendant that is needed to perform the response activities contained in the Response Activity Plan.

(5) A description of the nature and amount of waste materials, if any, expected to be generated during the performance of response activities, and the name and location of the facilities Defendant proposes to use for the off-site transfer, storage, and treatment or disposal of those waste materials.

(6) A description of how soil relocation, if any, will be in compliance with MCL 324.20120c.

(b) Throughout the duration of this Decree, Defendant shall continue to evaluate the appropriateness of IRAs based on the relevant factors set forth in Part 201 and undertake IRAs if required by Part 201. The evaluation and compliance with the IRA requirements shall be documented and provided to EGLE in the Progress Reports submitted pursuant to Paragraph 6.11 of this Decree.

(c) If EGLE determines IRAs or revised IRAs are required for compliance with Part 201, Defendant shall submit to EGLE, for review and approval, a Response Activity Plan for IRAs, or revised IRAs within thirty (30) days of EGLE's notice or the date the need for IRAs or revised IRAs is determined. If the Defendant determines IRAs or revised IRAs are required for compliance with Part 201, Defendant shall submit to EGLE, for review and approval, a Response Activity Plan for IRAs, or revised IRAs within thirty (30) days after the submittal of the Progress Report pursuant to Paragraph 6.11 of this Decree that identifies the need for IRA or revised IRA. The Response Activity Plan shall provide for those items described in Paragraph 6.7(a)(iii)-(vii).

(d) Within thirty (30) days of receiving EGLE's approval of the Response Activity Plans for IRA, Defendant shall commence to perform the response activities contained in the Response Activity Plans and submit Progress Reports pursuant to Paragraph 6.11 of this Decree, and an IRA report in accordance with the approved implementation schedule.

(e) Defendant shall immediately notify EGLE at any time during the assessment or mitigation activities if information indicates there may be an immediate risk to human health from volatilization of hazardous substances into indoor air at the Facility based upon the site-specific volatilization to indoor air criteria already provided to Defendant or proposed

by Defendant and undertake IRA as determined appropriate in consultation with EGLE.

6.7 Contamination Investigation.

(a) Defendant submitted a Contamination Investigation (CI), a CSM and a VIAP Conceptual Site Model pursuant to the FACD. EGLE denied the CSM and identified that the CI was incomplete and that additional investigations have been conducted in coordination with EGLE. Both parties agree additional investigation is needed to fully determine the nature and extent of the contamination in all media to evaluate exposure pathways identified in the CSMs. No later than 180 days after the Effective Date of this Decree, Defendant shall submit to EGLE, for review and approval, a Response Activity Plan for undertaking additional evaluation activities at the Facility to determine the nature, extent, and impact of a release or threat of release to complete the Contamination Investigation. The Response Activity Plan shall be of sufficient scope to provide the necessary information and data for EGLE to make a decision regarding approval of the remedial action for the Facility. The Response Activity Plan shall provide for the following:

(i) A detailed description of the specific work tasks that will be conducted pursuant to the Response Activity Plan(s) and a description of how these work tasks will meet the performance objectives described in Paragraph 6.1 of this Decree.

(ii) A description of the history and nature of operations at the Facility.

(iii) Implementation schedules for conducting the response activities, Progress Reports submitted pursuant to Paragraph 6.11 of this Decree, and submittal of the Contamination Investigation Report for EGLE review and approval.

(iv) A plan for obtaining access to any properties not owned or controlled by Defendant that is needed to perform the response activities contained in the Response Activity Plan(s).

(v) A description of the nature and amount of waste materials, if any, expected to be generated during the performance of response activities and the name and location of the facilities Defendant proposes to use for the off-site transfer, storage, and treatment or disposal of those waste materials.

(vi) A description of how soil relocation, if any, will be in compliance with MCL 324.20120c.

(vii) The Response Activity Plans for completing the Contamination Investigation shall be submitted separately from the VIAP Assessment Plan to address specific data gaps or evaluation of other pathways. The Contamination Investigation must address the following: the nature and extent of groundwater contamination, volatile soil inhalation criteria for ambient air (VSIC) and particulate soil inhalation criteria for

ambient air (PSIC) pathways, sediments associated with the Marion-Genoa Drain storm sewer outfall for the DCP plant, and potential contaminant migration caused by historical exfiltration and infiltration associated with subsurface sewers.

(b) Within thirty (30) days of receiving EGLE's approval of the Response Activity Plan, Defendant shall commence to perform the response activities contained in the Response Activity Plan and submit Progress Reports pursuant to Paragraph 6.11 of this Decree and a Contamination Investigation Report in accordance with the approved implementation schedule.

6.8 Remedial Action for Groundwater.

(a) Within sixty (60) days of receiving EGLE's approval of the Contaminant Investigation, Defendant shall submit a Response Activity Plan for a remedial action that complies with the Performance Objectives in Paragraph 6.1. The Response Activity Plan shall provide for the following:

(i) A description of the cleanup criteria under MCL 324.20120a and MCL 324.20120b that are relied upon by the proposed remedial action.

(ii) A detailed description of the specific work tasks to be conducted pursuant to the Response Activity Plan, a description of how these work tasks will meet the performance objectives described in Paragraph 6.1 of this Decree, and a description and supporting documentation, including,

but not limited to: results of pump tests, capture zones, pilot tests, drawdown tests, baseline static elevations of groundwater, performance monitoring with contaminant trend evaluation and any other response activities that have been performed at the Facility that support the selection of the remedial action contained in the Response Activity Plan.

(iii) Implementation schedules for conducting the response activities identified in the Response Activity Plan and for submission of Progress Reports pursuant to Paragraph 6.11 of this Decree.

(iv) A detailed description of how the groundwater remedy will result in compliance with state and federal laws, including documentation of any permits required pursuant to state law.

(v) If Defendant intends to inject materials into the groundwater to treat contamination at any time during the pendency of this Decree, Defendant shall submit a plan in compliance with Mich Admin Code, R 323.2210(u)(iii) of the Part 22 Administrative Rules, promulgated pursuant to Part 31, for EGLE review and approval.

(vi) A plan for obtaining access to any properties not owned or controlled by Defendant that is needed to perform the response activities contained in the Response Activity Plan.

(vii) A description of the nature and amount of waste materials, if any, expected to be generated during the performance of response activities and the name and location of the facilities Defendant

proposes to use for the off-site transfer, storage, and treatment or disposal of those waste materials.

(viii) A detailed description of the engineering and remedial design of the groundwater extraction system and the groundwater treatment system. Include estimated timeframes until achievement of the cleanup criteria under MCL 324.20120a and MCL 324.20120b that are relied upon by the proposed remedial action. Include the technical specifications of the proposed remedy. Provide a contingency plan complete with a description of triggering events.

(ix) If the remedial action proposes to rely upon land and resource use restrictions to ensure the effectiveness and integrity of any containment or exposure barrier, or other land use or resource use restrictions necessary to ensure the effectiveness and integrity of the remedy, the remedial action shall include an explanation of the land use or resource use restrictions that will be utilized to comply with Section 20121 of the NREPA. The Defendant shall include draft land and resource use restrictions in an instrument allowed under Section 20121 if there is sufficient information to develop the instrument.

(x) A plan for conducting performance monitoring, operation and maintenance, and oversight necessary to assure the ongoing effectiveness and integrity of the remedial action. Provide detailed performance

monitoring and operation and maintenance plans and include detailed Long-Term Remedial Action Costs per annum.

(xi) If the remedial action for groundwater relies on the use of the MVR as a part of the remedy, the Defendant shall comply with its obligations pursuant to Paragraph 5.5 of this Decree.

(b) Within thirty (30) days of receiving EGLE's approval of the Response Activity Plan, Defendant shall perform the remedial action activities in accordance with the EGLE-approved implementation schedule in the EGLE approved Response Activity Plan and submit Progress Reports pursuant to Paragraph 6.11 of this Decree.

6.9 Remedial Actions for All Pathways Not Addressed by Groundwater Remedy in Paragraph 6.8.

(a) Within ninety (90) days of receiving EGLE approval of the Contamination Investigation Report as specified by the procedure set forth in Paragraph 14.2 of Section XIV (Submissions and Approvals) of this Decree, Defendant shall submit a Response Activity Plan for a remedial action for other pathways not addressed by the VIAP Mitigation Plan and the Response Activity Plan for the Groundwater Remedy to meet the Performance Objectives in Paragraph 6.1. The Response Activity Plan shall provide for the following:

(i) A description of the cleanup criteria under MCL 324.20120a and MCL 324.20120b that are relied upon by the proposed remedial action.

(ii) A detailed description of the specific work tasks to be conducted pursuant to the Response Activity Plan, a description of how these work tasks will meet the performance objectives described in Paragraph 6.1 of this Decree, and a description and supporting documentation of how the results of the Contamination Investigation Report(s), and other response activities that have been performed at the Facility, support the selection of the remedial action contained in the Response Activity Plan.

(iii) Implementation schedules for conducting the response activities identified in the Response Activity Plan and for submission of Progress Reports pursuant to Paragraph 6.11 of this Decree.

(iv) A detailed description of how the work tasks will be in compliance with state and federals laws.

(v) A plan for obtaining access to any properties not owned or controlled by Defendant that is needed to perform the response activities contained in the Response Activity Plan.

(vi) A description of the nature and amount of waste materials, if any, expected to be generated during the performance of response activities and the name and location of the facilities Defendant

proposes to use for the off-site transfer, storage, and treatment or disposal of those waste materials.

(vii) A description of how soil relocation, if any, will be in compliance with MCL 324.20120c.

(viii) If the remedial action proposes to rely upon land and resource use restrictions to ensure the effectiveness and integrity of any containment or exposure barrier, or other land use or resource use restrictions necessary to ensure the effectiveness and integrity of the remedy, the remedial action shall include an explanation of the land use or resource use restrictions that will be utilized to comply with Section 20121 of the NREPA. To the extent the land and resource use restriction has not already been completed prior to the date of this Decree, the Defendant shall include draft land and resource use restrictions in an instrument allowed under Section 20121 if there is sufficient information to develop the instrument.

(ix) A plan for conducting performance monitoring, operation and maintenance, and oversight necessary to assure the ongoing effectiveness and integrity of the remedial action. Provide detailed performance monitoring and operation and maintenance plans and include detailed Long-Term Remedial Action Costs per annum.

(b) Within thirty (30) days of receiving EGLE's approval of the Response Activity Plan, Defendant shall commence the remedial action

activities in accordance with the EGLE-approved implementation schedule and submit Progress Reports pursuant to Paragraph 6.11 of this Decree.

6.10 Achievement Report and Postclosure Plan.

If Defendant determines the objectives in Paragraph 6.1 of this Decree have been achieved, Defendant agrees to submit an Achievement Report to EGLE for review and approval. The Achievement Report shall include:

(a) A summary of response activities undertaken to satisfy the objectives of this Decree and any supporting documentation and data.

(i) If the remedial actions do not satisfy cleanup criteria for unrestricted residential use, a Postclosure Plan that complies with Section 20114c of Part 201, including a Notice of Aesthetic Impact, if the only cleanup criteria exceeded is criteria based on aesthetic impacts.

(ii) If the performance of monitoring, or operation and maintenance are necessary to assure the ongoing effectiveness and integrity of the remedial action, a plan describing those monitoring and/or operation and maintenance response activities including the cost estimates for the Long-Term Remedial Action Costs as referenced in Paragraph 6.10(c) of this Decree.

(iii) If the Postclosure Plan requires the placement of land and resource use restrictions in a Restrictive Covenant or a Notice of Aesthetic Impact, Defendant shall provide a true copy of the Restrictive Covenant(s) recorded with the Livingston County Register of Deeds or the Notice of

Aesthetic Impact and the Liber and page numbers of the recorded Restrictive Covenant(s) to EGLE.

(b) Upon receipt of the Achievement Report, EGLE shall review it pursuant to the procedures set forth in Section XIV (Submissions and Approvals). Defendant may appeal EGLE's decision or any alleged failure to make a decision within a reasonable time period in accordance with Section XVII (Dispute Resolution) of this Decree. Defendant shall not assert that any actual or alleged failure of EGLE to timely review an Achievement Report results in an approval of that Report.

(c) EGLE's approval of the Achievement Report shall be conditioned upon the Defendant's demonstration of a fully funded and established Financial Assurance Mechanism (FAM) or Mechanisms in a form acceptable to EGLE, and in compliance with Section VIII (Financial Assurance) of this Decree. The FAM shall be in an amount sufficient to cover Long-Term Remedial Action Costs and closure activities.

6.11 Progress Reports.

(a) The Defendant shall provide a quarterly written progress reports regarding response activities and other matters at the Facility related to the implementation of this Decree including those activities performed pursuant to Section 6 of this Decree (Progress Reports). These Progress Reports shall include the following:

(i) A description of the activities that have been taken toward achieving compliance with this Decree during the specified reporting period.

(ii) All results of sampling and tests and other data that relate to the response activities performed pursuant to this Decree received by the Defendant, its employees, or authorized representatives during the specified reporting period. EGLE may from time to time request electronic submittal of cumulative sample results in excel files for all media (i.e., air, water, soil, groundwater) that are being used to develop and evaluate the CSM and that may be part of ongoing monitoring related to remedial actions, or electronic data related to modeling in the representative file format.

(iii) Copies of any access agreements, the status of any access issues that have arisen, which affect or may affect the performance of response activities, and a description of how the Defendant proposes to resolve those issues and the schedule for resolving the issues.

(iv) An evaluation of the current understanding of environmental conditions based on the Conceptual Site Model to date. The evaluation shall include updated groundwater flow contours, geologic cross sections, and contaminant concentration tables or other compilation of data as applicable during the reporting period.

(v) An evaluation of the current understanding of environmental conditions based on the VIAP CSM to date, with a pictorial representation.

(vi) Any proposed restrictive covenants or Notice of Aesthetic Impact, prior to filing with the county Register of Deeds. The proposed restrictive covenant(s) shall comply with applicable requirements of Section 20121 of the NREPA.

(vii) A description of the nature and amount of waste materials that were generated and the name and location of the facilities that were used for the off-site transfer, storage, and treatment or disposal of those waste materials.

(viii) A description of how soil relocation, if any, will be in compliance with Section 20120c of the NREPA.

(ix) A description of data collection and other activities scheduled for the next reporting period.

(x) Any other relevant information regarding other activities or matters at the Facility that affect or may affect the implementation of the requirements of this Decree.

(b) Progress Reports shall be submitted to EGLE, electronically and via mail in accordance with Paragraph 13.1(a)(i), quarterly, with submittals due on the first day of February, May, August, and November. Progress Reports shall be submitted solely by electronic mail on the same dates to the

AQD, WRD, and MMD Project Coordinators identified in Paragraphs 13.1(a)(ii)-(iv). EGLE may approve modification of the schedule for the submission of Progress Reports.

6.12 Modification of a Response Activity Plan or Implementation Schedule.

(a) If EGLE determines that a modification to an implementation schedule or Response Activity Plan is necessary to meet and maintain the applicable objectives specified in Paragraph 6.1, to comply with Part 201, or to meet any other requirement of this Decree, EGLE may require that such modification be incorporated into a Response Activity Plan previously approved by EGLE under this Decree. If extensive modifications are necessary, EGLE may require the Defendant to develop and submit a new Response Activity Plan. The Defendant may request that EGLE consider a modification to a Response Activity Plan or implementation schedule by submitting such request for modification along with the proposed change in the Response Activity Plan or implementation schedule and the justification for that change to EGLE for review and approval. Any such request for modification or any proposal for new Response Activity Plans or implementation schedule by the Defendant shall be developed in accordance with the applicable requirements of this Section and shall be submitted to EGLE for review and approval in accordance with the procedures set forth in Section XIV (Submissions and Approvals) of this Decree.

(b) Upon receipt of EGLE's approval, Defendant shall perform the response activities specified in a modified Response Activity Plan or implementation schedule or a new Response Activity Plan in accordance with the EGLE-approved implementation schedules.

6.13 Public Notice and Public Meeting Requirements under Section 20120d of the NREPA.

If EGLE determines there is significant public interest in the results of an investigation or proposed Response Activity Plan for a remedial action required by this Decree, or if the Defendant proposes a remedial action based on categorical criteria provided for in Section 20120a(1)(c) or (d) or 20120a(2) of the NREPA, then EGLE will make those reports or Response Activity Plans available for public comment. When EGLE determines that the Contamination Investigation Report or proposed Response Activity Plan for a remedial action is acceptable for public review, a public notice regarding the availability of those reports or Response Activity Plans will be published, and those reports or Response Activity Plans shall be made available for review and comment for a period of not less than thirty (30) days. The dates and length of the public comment period shall be established by EGLE. If EGLE determines there is significant public interest or EGLE receives a request for a public meeting, EGLE will hold such public meeting in accordance with Section 20120d(1) and (2) of the NREPA. Following the public review and comment period or a public meeting, EGLE may refer the Contamination Investigation Report or proposed Response Activity Plan for a remedial action back

to the Defendant for revision to address public comments and EGLE's comments. EGLE will prepare the final responsiveness summary document that explains the reasons for the selection or approval of a Response Activity Plan for a remedial action in accordance with the provisions of Sections 20120d(4) and (5) of the NREPA. Upon EGLE's request, the Defendant shall provide information to EGLE for the final responsiveness summary document, or the Defendant shall prepare portions of the draft responsiveness summary document.

6.14 EGLE's Performance of Response Activities.

(a) If the Defendant ceases to perform the response activities required by this Decree, fails to meet any of the deadlines in Paragraphs 6.7, 6.8, or 6.9, is not performing response activities necessary to achieve the objectives of Paragraph 6.1, or is performing response activities in a manner that causes or may cause an endangerment to human health or the environment, EGLE may, at its option, upon providing thirty (30) days prior written notice to the Defendant, either:

(i) take over the performance of those response activities; or

(ii) direct the Defendant with reasonable specificity to undertake response activities within a specified timeframe.

(b) EGLE, however, is not required to provide thirty (30) days written notice prior to performing response activities that EGLE determines are necessary pursuant to Section X (Emergency Response) of this Decree, or to protect public health. If EGLE finds it necessary to take over the

performance of response activities that the Defendant is obligated to perform under this Decree, the Defendant shall reimburse the State for its costs to perform these response activities, including any accrued interest. Interest, at the rate specified in Section 20126a(3) of the Part 201 of the NREPA, shall begin to accrue on the State's costs on the day the State begins to incur costs for those response activities. Costs incurred by the State to perform response activities pursuant to this paragraph shall be considered to be "Future Response Activity Costs" and the Defendant shall provide reimbursement of these costs and any accrued interest to the State in accordance with Paragraph 15.5 of Section XV (Reimbursement of Costs and Payment of Civil Penalties) of this Decree.

(c) EGLE may access the funds in the FAM established by Defendant pursuant to Section VII (Financial Assurance) of this Decree in order to conduct response activities if Defendant fails to meet any of the deadlines set forth in Paragraphs 6.6, 6.7, 6.8, or 6.9 or fails to perform any response activities necessary to assure the effectiveness and integrity of the Defendant's selected remedial action. If Defendant fails to meet any of these deadlines and EGLE accesses the funds in the FAM, Defendant further agrees to give EGLE unrestricted access to its property to conduct response activities, and Defendant agrees to continue making the annual payments into the FAM as set forth in Paragraph 8.1(b). Nothing stated herein should be construed as a limitation on the State's right to obtain reimbursement

from Defendant of any response activity costs that exceeds the available funds in the FAM.

VII. ACCESS

7.1 Upon the Effective Date of this Decree and to the extent access to the Facility and the associated property is owned, controlled by, or available to Defendant, EGLE, its authorized employees, agents, representatives, contractors and consultants, upon presentation of proper credentials and providing reasonable notice to Defendant, shall have access at all reasonable times to the Facility and the associated property for the purpose of conducting any activity to which access is required for the implementation of this Decree or to otherwise fulfill any responsibility under federal or State law with respect to the Facility, including, but not limited to:

(a) Monitoring response activities or any other activities taking place pursuant to this Decree at the Facility;

(b) Verifying any data or information submitted to EGLE;

(c) Conducting investigations relating to contamination at or near the Facility;

(d) Obtaining samples;

(e) Assessing the need for or planning or conducting response activities at or near the Facility;

(f) Assessing compliance with requirements for the performance of monitoring, operation and maintenance, oversight or other measures necessary to assure the effectiveness and integrity of the remedial action;

(g) Inspecting and copying non-privileged records, operating logs, contracts or other documents;

(h) Communicating with the Defendant's Project Coordinator or other personnel, representatives, or consultants for the purpose of assessing compliance with this Decree;

(i) Determining whether the Facility or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to this Decree; and

(j) Assuring the protection of public health, safety, and welfare and the environment.

7.2 Any lease, purchase, contract or other agreement entered into by Defendant, which transfers to another person a right of control over the Facility or a portion of the Facility, shall contain a provision preserving for EGLE or any other person undertaking the response activities and their authorized representatives, the access provided under this Section VII (Access) and Section XII (Record Retention/Access to Information).

7.3 Any person granted access to the Facility pursuant to this Decree shall comply with all applicable health and safety laws and regulations.

VIII. FINANCIAL ASSURANCE

8.1 Defendant must provide and maintain financial assurance for completion of the Part 111 closure activities specified in the MMD-approved Closure Plan and Closure Cost Estimate required by Paragraph 5.2(j) of this Decree and Long-Term Remedial Action Costs in a mechanism or mechanisms acceptable to EGLE to assure the effectiveness and integrity of the Defendant's remedial actions under this Decree.

8.2 Defendant has an escrow account subject to the Escrow Agreement (Escrow Account) established for FAM purposes required by this Decree (Attachment G). In the event Defendant elects to change its FAM, it shall propose a new FAM to EGLE for approval. The FAM may be a performance bond, escrow, cash, certificate of deposit, irrevocable letter of credit, or other equivalent security (e.g., the use of treasury shares in an appropriate FAM approved by EGLE). Defendant may propose to use a combination of instruments under this Decree.

8.3 Defendant may request reimbursement from the current Escrow Account.

a. Defendant may request reimbursement from the Escrow Account up to the EGLE-approved cost estimate submitted under Paragraph 5.2(j) to cover the costs incurred by the Defendant to complete all or a portion of the Part 111 closure activities specified in the MMD approved closure plan. However, EGLE will not approve reimbursement from the Escrow Account if the total secured FAM(s) at the

time of the Defendant's request is less than any current cost estimate submitted under Paragraph 5.2(j).

b. Defendant may request a one-time disbursement in 2024 from the Escrow Account up to the EGLE-approved cost estimate submitted under Section XIV, Submissions and Approvals, to cover the costs of lining a portion of the 48-inch storm sewer that runs through Defendant's Property; and of lining/re-routing the tributary storm sewers that convey storm water from Defendant's Property to the 48-inch storm sewer main line. The one-time Escrow Account disbursement request shall be submitted to EGLE for its review and approval. The planned activities subject to the one-time Escrow Account disbursement were outlined in the Interim Revised ResAP submitted to EGLE on February 5, 2024. An updated cost summary document for the storm sewer lining activities shall be submitted to EGLE for its approval as part of the disbursement request.

Defendant shall reimburse the Escrow Account with the amount of money disbursed in 2024. That reimbursement shall be made in annual deposits and shall be completed within ten years of the of the first reimbursement payment, beginning with the first reimbursement payment due on September 30, 2026. The annual reimbursement amount may be paid by Defendant in installments or a lump sum so long as the total annual reimbursement amount equals or exceeds one-tenth of the total disbursement amount, and the total reimbursement amount is paid not later than September 30 annually thereafter. Defendant may choose to reimburse the FAM disbursement amount faster than ten years without EGLE approval.

8.4 In addition to any reimbursement amount specified in Paragraph 8.3, Defendant shall continue to pay $100,000.00 annually into the Escrow Account beginning on March 31, 2026. The annual amount may be paid by Defendant in installments or a lump sum so long as the total annual amount equals $100,000.00 and the total annual amount is paid not later than March 31 annually thereafter. Defendant agrees to continue making the annual payments into the Escrow Account until the FAM obligations under this Decree are satisfied.

8.5 The Escrow Account or FAM shall remain in an amount sufficient to cover the Part 111 closure activities specified in the MMD-approved Closure Plan, and Long-Term Remedial Action Costs required under this Decree for a thirty (30) year period or other timeframe acceptable to EGLE and sufficient to secure the Long-Term Remedial Action Costs. The Part 111 closure cost estimate required by Paragraph 5.2(j) must be based on the costs to the Defendant of hiring a third party, who is neither a parent nor subsidiary of the Defendant, to complete the activities detailed on the MMD-approved Closure Plan. The cost of the response activities covered by the FAM shall be documented on the basis of an annual estimate of the Long-Term Remedial Action Costs as if they were to be conducted by a person under contract to EGLE, not employees of the Defendant. The FAM shall remain in a form that allows EGLE to immediately contract the response activities for which the financial assurance is required in the event the Defendant fails to implement the required tasks.

8.6 Sixty (60) days prior to the five (5)-year anniversary of the Effective Date of this Decree and each subsequent (5)-year anniversary, Defendant shall provide to EGLE a report containing the actual Long-Term Remedial Action Costs for the previous five (5)-year period and an estimate of the amount of funds necessary to assure Long-Term Remedial Action Costs for the following thirty (30) year period given the financial trends in existence at the time of preparation of the report (Long-Term Remedial Action Cost Report). The Long-Term Remedial Action Cost Report shall also include all assumptions and calculations used in preparing the necessary cost estimate and shall be signed by an authorized representative of Defendant who shall confirm the validity of the date. Defendant may use a present worth analysis if the FAM escrow account accrues interest.

8.7 If after Defendant's submittal of the Long-Term Remedial Action Cost report and the annual Part 111 closure cost estimate required by Paragraph 5.2(j) to EGLE, the FAM is not considered sufficient to meet the requirements of this Decree, the Defendant shall continue to make deposits into the Escrow Account until the FAM is sufficient to address Long-Term Remedial Action Costs consistent with the conclusions of the Long-Term Remedial Action Cost Report and the adjusted Part 111 closure cost estimate, unless otherwise notified by EGLE. If, at any time, EGLE determines that the FAM does not secure sufficient funds to address Long-Term Remedial Action Costs or the Part 111 closure costs, Defendant shall continue to make annual payment of no more than $100,000.00 into the Escrow Account until the FAM obligations under this Decree are satisfied.

8.8 If, pursuant to the Long-Term Remedial Action Cost Report or the annual Part 111 closure cost estimate, Defendant can demonstrate that the Escrow Account or FAM provides funds in excess of those needed for Long-Term Remedial Action Costs and/or Part 111 closure required under this Decree, Defendant may request a modification in the amount. Any requested FAM modifications must be accompanied by a demonstration that the Escrow Account or FAM provides adequate funds to address Long-Term Remedial Actions and Part 111 closure required under this Decree. Upon EGLE approval of the request, EGLE shall work with the Defendant to have the excess funds in the Escrow Account disbursed to the Defendant. Defendant may modify the FAM as approved by EGLE. Modifications to the FAM pursuant to this paragraph shall be approved by the EGLE RRD Director or his or her authorized representative.

8.9 If Defendant wishes to change the type of FAM or establish a new FAM, Defendant shall submit a request to EGLE for approval. Upon EGLE approval of the request, Defendant may change the type of the FAM or establish the new FAM as approved by EGLE. Modifications to the FAM pursuant to this Paragraph may be approved by the EGLE RRD and MMD Directors or their authorized representatives.

8.10 If Defendant dissolves, or otherwise ceases to conduct business and fails to make arrangements acceptable to EGLE for the continued implementation of all activities, required by the Decree, all rights to withdraw funds from the

Escrow Account for completion of activities under this Decree shall immediately and automatically vest in EGLE as beneficiary in accordance with the FAM.

IX. SAMPLING AND ANALYSIS

9.1 All sampling and analysis conducted pursuant to this Decree shall be in accordance with the QAPP specified in Paragraph 6.3 and any work plans.

9.2 With the exception of any sampling conducted in accordance with Defendant's permits, Defendant, or its consultants or subcontractors, shall provide EGLE seven (7) days' notice prior to any sampling activity to be performed pursuant to Section VI (Performance of Response Activities) of this Decree to allow the applicable EGLE Project Coordinator, or his or her authorized representative, the opportunity to take split or duplicate samples or to observe the sampling procedures (this does not include the routine collection of groundwater elevation and survey data). In circumstances where seven (7) days' notice is not possible, Defendant, or its consultants or subcontractors, shall provide notice of the planned sampling activity as soon as possible to EGLE Project Coordinator and explain why earlier notification was not possible. If EGLE Project Coordinator concurs with the explanation provided, Defendant may forego the 7-day notification period for that particular sampling event.

9.3 Defendant shall provide EGLE with the results of all environmental sampling and other analytical data generated in the performance or monitoring of any requirement under this Decree.

9.4 For the purpose of quality assurance monitoring, Defendant shall make provisions or arrangements that will allow EGLE and its authorized representatives access to any laboratory that is used by Defendant in implementing this Decree.

9.5 Either Party may take split samples of all sampling events at the Property.

X. EMERGENCY RESPONSE

10.1 Within thirty (30) days of the Effective Date, Defendant shall prepare and submit for approval to the Project Coordinators identified in Paragraph 13.1 a contingency plan to assure timely reporting to EGLE of any violations or releases and required information relating to such violations or releases as required under Parts 3, 31, 55, 111, 213, and 201 of the NREPA and any corresponding administrative rules. The plan shall include, but not be limited to, an emergency coordinator assignment to at least one employee, who has to be at all times either on the Defendant's Property or on call (i.e., available to respond to an emergency by reaching the Facility within a short period of time) with the responsibility for coordinating all emergency response measures. This emergency coordinator must be thoroughly familiar with all aspects of the contingency plan, all operations and activities at the Facility, the location and characteristics of waste handled, the location of all records within the Property, and the Facility layout. In addition, this person must have the authority to commit the resources needed to carry out the contingency plan. Defendant's plan shall also require that notice of any such

violations or release be immediately provided to the applicable EGLE Project Coordinator, the PEAS Hotline at (800) 292-4706, and the National Response Center (NRC) at (800) 424-8802. Following approval of the contingency plan by all Project Coordinators, Defendant shall comply with the plan and any permit conditions.

10.2 If during Defendant's performance of response activities conducted pursuant to this Decree, an act or the occurrence of an event causes a release or threat of release of a hazardous substance at or from the Facility, or causes exacerbation of existing contamination at the Facility, and the release, threat of release, or exacerbation poses or threatens to pose an imminent and substantial endangerment to public health, safety, or welfare or the environment, Defendant shall immediately undertake all appropriate actions to prevent, abate or minimize such release, threat of release, exacerbation or endangerment and shall immediately notify EGLE's RRD Project Coordinator. In the event of his or her unavailability, Defendant shall notify the PEAS Hotline at (800) 292-4706. In such an event, any actions taken by Defendant shall be in accordance with all applicable health and safety laws and regulations and with the provisions of the HASP as set forth in Paragraph 6.4.

10.3 Within ten (10) days of notifying EGLE of such an act or event, Defendant shall submit a written report setting forth a description of the act or event that occurred and the measures taken or to be taken to mitigate any release, threat of release, exacerbation, or endangerment caused or threatened by the act or

event and to prevent recurrence of such an act or event. Regardless of whether Defendant notifies EGLE under this Section, if an act or event causes a release, threat of release, or exacerbation, or poses or threatens to pose an imminent and substantial endangerment to public health, safety, or welfare or the environment, EGLE may: a) require Defendant to stop response activities at the Facility for such period of time as may be needed to prevent or abate any such release, threat of release, exacerbation, or endangerment; b) require Defendant to undertake any actions that EGLE determines are necessary to prevent or abate any such release, threat of release, exacerbation, or endangerment; or c) undertake any actions that EGLE determines are necessary to prevent or abate such release, threat of release, exacerbation, or endangerment. This Section is not subject to the dispute resolution procedures set forth in Section XVII (Dispute Resolution).

XI. DELAYS IN PERFORMANCE, VIOLATIONS AND *FORCE MAJEURE*

11.1 Except as otherwise required under a permit issued by EGLE, Defendant shall perform the requirements of this Decree within the time limits established herein, unless performance is prevented or delayed by events that constitute a "*Force Majeure*." Defendant shall not be deemed to be in violation of this Decree if the State agrees that a delay in performance is attributable to a *Force Majeure* event pursuant to Paragraph 11.4(a) or if Defendant's position prevails at the conclusion of a dispute resolution proceeding between the Parties regarding an alleged *Force Majeure* event. If Defendant otherwise fails to comply with or violates any requirement of this Decree and such noncompliance or violation is not

attributable to a *Force Majeure* event, Defendant shall be subject to the stipulated penalties set forth in Section XVI (Stipulated Penalties).

11.2 For the purposes of this Decree, a "*Force Majeure*" event is defined as any event arising from causes beyond the control of and without the fault of Defendant, of any entity controlled by Defendant, or of Defendant's contractors that delays or prevents the performance of any obligation under this Decree despite Defendant's "best efforts to fulfill the obligation." The requirement that Defendant exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential *Force Majeure* event and to address the effects of any potential *Force Majeure* event as it is occurring and following the potential *Force Majeure* event, such that any delay is minimized to the greatest extent possible. A *Force Majeure* event does not include, among other things, unanticipated or increased costs, changed financial circumstances, labor disputes, or failure to obtain a permit or license as a result of Defendant's acts or omissions.

11.3 Except as otherwise required under a permit issued by EGLE, if either a) an event occurs that causes or may cause a delay in the performance of any obligation under this Decree, whether or not such delay is caused by a *Force Majeure* event, or b) a delay in performance or other violation occurs due to Defendant's failure to comply with this Decree, Defendant shall do the following:

(a) Notify EGLE by telephone or electronic mail within two (2) business days of discovering the event or violation; and

(b) Within ten (10) days of providing the two (2) business days' notice, provide a written notice, action plan, and supporting documentation to EGLE, which includes the following:

(i) A description of the event, delay in performance, or violation and the anticipated length and precise causes of the delay, potential delay, or violation;

(ii) The specific obligations of this Decree that may be or have been affected by a delay in performance or violation;

(iii) The measures Defendant has taken or proposes to take to avoid, minimize or mitigate the delay in performance or the effect of the delay, or to cure the violation, and an implementation schedule for performing those measures;

(iv) If Defendant intends to assert a claim of *Force Majeure*, Defendant's rationale for attributing a delay or potential delay to a *Force Majeure* event;

(v) Whether Defendant is requesting an extension for the performance of any of its obligations under this Decree and, if so, the specific obligations for which it is seeking such an extension, the length of the requested extension, and its rationale for needing the extension; and

(vi) A statement as to whether, in the opinion of Defendant, the event, delay in performance, or violation may cause or contribute to

an endangerment to public health, safety, or welfare or the environment and how the measures taken or to be taken to address the event, delay in performance or violation will avoid, minimize, or mitigate such endangerment.

11.4 The State will provide written notification of its approval, approval with modifications, or disapproval of Defendant's written notification under Paragraph 11.3 and will notify Defendant of one of the following:

(a) If the State agrees with Defendant's assertion that a delay in performance or potential delay is attributable to a *Force Majeure* event, EGLE's written notification will include the length of the extension, if any, for the performance of specific obligations under this Decree that are affected by the *Force Majeure* event and for which Defendant is seeking an extension. An extension of the schedule for performance of a specific obligation affected by a *Force Majeure* event shall not, by itself, extend the schedule for performance of any other obligation.

(b) If the State does not agree with Defendant's assertion that a delay in performance or anticipated delay has been or will be caused by an alleged *Force Majeure* event, the State will notify Defendant of its decision. If Defendant disagrees with the State's decision, Defendant may initiate the dispute resolution process specified in Section XVII (Dispute Resolution) of this Decree. In any such proceeding, Defendant shall have the burden of demonstrating by the preponderance of the evidence that: i) the delay in

performance or anticipated delay has been or will be caused by a *Force Majeure* event; ii) the duration of the delay or the extension sought by Defendant was or will be warranted under the circumstances; iii) Defendant exercised its best efforts to fulfill the obligation; and iv) Defendant has complied with all requirements of this Section XI (Delays in Performance, Violations, and *Force Majeure*).

(c) If Defendant's notification pertains to a delay in performance or other violation that has occurred because of its failure to comply with the requirements of this Decree, Defendant shall undertake those actions determined to be necessary and appropriate by EGLE to address the delay in performance or violation, including the modification of a response activity work plan, and shall pay stipulated penalties upon receipt of EGLE's demand for payment as set forth in Section XVI (Stipulated Penalties). Penalties shall accrue as provided in Section XVI (Stipulated Penalties) regardless of when Defendant notifies EGLE or when EGLE notifies Defendant of a violation.

11.5 This Decree shall be modified as set forth in Section XXIII (Modifications) to reflect any modifications to the implementation schedule of the applicable response activity work plan that are made pursuant to Paragraph 11.4(a) or that are made pursuant to the resolution of a dispute between the Parties under Section XVII (Dispute Resolution).

11.6 Defendant's failure to comply with the applicable notice requirements of Paragraph 11.3 shall render this Section XI (Delays in Performance, Violations, and *Force Majeure*) void and of no force and effect with respect to an assertion of *Force Majeure* by Defendant; however, the State may waive these notice requirements in its sole discretion and in appropriate circumstances. The State will provide written notice to Defendant of any such waiver.

11.7 Defendant's failure to notify EGLE as required by Paragraph 11.3 constitutes an independent violation of this Decree and shall subject Defendant to stipulated penalties as set forth in Section XVI (Stipulated Penalties).

XII. RECORD RETENTION/ACCESS TO INFORMATION

12.1 Defendant and its representatives, consultants and contractors shall preserve and retain, during the pendency of this Decree and for a period of five (5) years after completion of operation and maintenance and long-term monitoring at the Facility, all records, sampling and test results, charts, and other documents relating to the release or threatened release of hazardous substances and the storage, generation, disposal, treatment or handling of hazardous substances at the Facility, and any records that are maintained or generated pursuant to any requirement of this Decree. However, if Defendant chooses to perform a remedial action that relies on the cleanup criteria established under Section 20120a(1)(b)–(d) or (2) and that remedial action provides for land or resource use restrictions, Defendant shall retain any records pertaining to these land or resource use restrictions in perpetuity or until EGLE determines that land and resource use

restrictions are no longer needed. After the five (5) year period of document retention following completion of operation and maintenance and long-term monitoring at the Facility, Defendant may seek EGLE's written permission to destroy any documents that are not required to be held in perpetuity. In the alternative, Defendant may make a written commitment, with EGLE's approval, to continue to preserve and retain the documents for a specified period of time, or Defendant may offer to relinquish custody of all documents to EGLE. In any event, Defendant shall obtain EGLE's written permission prior to the destruction of any documents. Defendant's request shall be accompanied by a copy of this Decree and sent to the address listed in Paragraph 13.1(a)(vi) or to such other address as may subsequently be designated in writing by EGLE.

12.2 Upon request, Defendant shall provide to EGLE copies of all non-privileged documents and information within its possession, or within the possession or control of its employees, contractors, agents or representatives, relating to the performance of response activities or implementation of other requirements of this Decree, including, but not limited to, records regarding the collection and analysis of samples, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing forms, or other correspondence, documents, or information related to response activities. Upon request, Defendant also shall make available to EGLE, upon reasonable notice, Defendant's employees, contractors, agents, or representatives with knowledge of relevant facts concerning the performance of response activities.

12.3 If Defendant submits to EGLE documents or information that Defendant believes it is entitled to protection as provided for in Section 20117(10) and (11) of the NREPA, Defendant may designate in that submittal the documents or information to which it believes it is entitled such protection. If no such designation accompanies the information when it is submitted to EGLE, the information may be made available to the public by EGLE without further notice to Defendant. Information described in Section 20117(11)(a)–(h) of the NREPA shall not be claimed as confidential or privileged by Defendant. Information or data generated under this Decree shall not be subject to Part 148, Environmental Audit Privilege, and Immunity, of the NREPA, MCL 324.14801 *et seq*.

XIII. PROJECT COORDINATORS AND COMMUNICATIONS/NOTICES

13.1 Each Party shall designate one or more Project Coordinators. Whenever notices are required to be given or Progress Reports, information on the collection and analysis of samples, sampling data, work plan submittals, approvals, or disapprovals, or other technical submissions are required to be forwarded by one Party to the other Party under this Decree, or whenever other communications between the parties is needed, such communications shall be directed to the Project Coordinators at the addresses listed below. If any Party changes its designated Project Coordinator, the name, address, and telephone number of the successor shall be provided to the other Party, in writing, as soon as practicable.

(a) As to EGLE:

(i) For all matters set forth in Paragraphs 6.3–6.15, 8.1 and 10.1:

Emily Peabody, RRD Project Coordinator
Michigan Department of Environment, Great Lakes, and Energy
Remediation and Redevelopment Division
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Email: peabodye@michigan.gov
Phone: (517) 388-5719

This Project Coordinator will have primary responsibility for overseeing the performance of response activities in Section VI (Performance of Response Activities). A copy of all Submissions that are submitted under 13.1(a)(ii)-(v) shall also be provided to the RRD Project Coordinator.

(ii) For all matters set forth in Paragraph 5.4 and 10.1:

Carla Davidson, WRD Project Coordinator
Michigan Department of Environment, Great Lakes, and Energy
Water Resource Division
525 West Allegan, 1st Floor, South Tower
P.O. Box 30242
Lansing, Michigan 48933
Email: davidsonc@michigan.gov
Phone: (517) 243-1249

This Project Coordinator will have primary responsibility for overseeing the performance of response activities in Paragraph 5.4.

(iii) For all matters set forth in Paragraphs 5.3 and 10.1:

Dan McGeen, AQD Project Coordinator
Michigan Department of Environment, Great Lakes, and Energy
Air Quality Division
525 West Allegan, 1st Floor, South Tower
Lansing, Michigan 48933
Email: mcgeend@michigan.gov
Phone: (517) 648-7547

This Project Coordinator will have primary responsibility for overseeing the performance of response activities in Paragraph 5.3.

(iv) For all matters set forth in Paragraphs 5.2, 8.1 and 10.1:

Bryan Grochowski, MMD Project Coordinator
Michigan Department of Environment, Great Lakes, and Energy
Materials Management Division
525 West Allegan, 1st Floor, South Tower
Lansing, Michigan 48933
Email: grochowskib@michigan.gov
Phone: (517) 243-0499

This Project Coordinator will have primary responsibility for overseeing the performance of response activities in Paragraph 5.2.

(v) For all matters specified in this Decree that are to be directed to the RRD Division Director:

Director, Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes, and Energy
P.O. Box 30426
Lansing, Michigan 48909
Phone: (517) 512-5859

(Via courier)
525 West Allegan
Constitution Hall
South Tower, 5th Floor
Lansing, Michigan 48933

A copy of all correspondence that is sent to the Director of the RRD shall also be provided to the RRD Project Coordinator designated in Paragraph 13.1(a)(i).

(vi) For Record Retention pursuant to Section XII (Record Retention/Access to Information), and questions concerning financial matters pursuant to Section VI (Performance of Response Activities (financial

assurance mechanisms)), Section XV (Reimbursement of Costs and Payment of Civil Penalties), and Section XVI (Stipulated Penalties):

Supervisor, Compliance and Enforcement Section
Michigan Department of Environment, Great Lakes, and Energy
Remediation and Redevelopment Division
P.O. Box 30426
Lansing, Michigan 48909
Phone: (517) 284-5120

(Via courier)
525 West Allegan
Constitution Hall
South Tower, 5th Floor
Lansing, Michigan 48933

A copy of all correspondence that is sent to the Supervisor of the Compliance and Enforcement Section, RRD, shall also be provided to the RRD Project Coordinator designated in Paragraph 13.1(a)(i).

(vii) For all payments pursuant to Paragraphs 15.1, 15.2 and 15.4 and Section XVI (Stipulated Penalties):

Michigan Department of Environment, Great Lakes, and Energy
Cashier's Office for EGLE
P.O. Box 30657
Lansing, Michigan 48909

or via courier/hand-delivered to:

MDOT Accounting Services Division
Cashier's Office for EGLE
Van Wagoner Building, 1st Floor West
425 West Ottawa Street
Lansing, Michigan 48933

To ensure proper credit, all payments made pursuant to Paragraphs 15.1, 15.2, 15.4 and Section XVI (Stipulated Penalties) must reference Diamond Chrome Plating, Inc., the Ingham County Circuit Court Number and EGLE Account Number MUL 3011.

A copy of all correspondence that is sent to the Cashier's Office shall also be provided to the RRD Project Coordinator designated in Paragraph 13.1(a)(i), the Supervisor of the Compliance and Enforcement Section designated in Paragraph 13.1(a)(v), and the Assistant Attorney General designated in Paragraph 13.1(b).

(b) As to the Michigan Department of Attorney General:

Keith D. Underkoffler (P84854)
Assistant Attorney General
Environment, Natural Resources, and Agriculture Division
P.O. Box 30755
Lansing, Michigan 48909
Email: underkofflerk@michigan.gov
Phone: (517) 335-7664

(c) As to Defendant:

Mr. Jerry Chinn, President and Owner (Project Coordinator)
Diamond Chrome Plating, Inc.
604 South Michigan Avenue
P.O. Box 557
Howell, Michigan 48844
Email: env@diamondchromeplating.com
Phone: (517) 546-0150
Facsimile: (517) 546-3666

Todd C. Fracassi (P62651)
Troutman Pepper Hamilton Sanders LLP
4000 Town Center, Suite 1800
Southfield, Michigan 48075
Email: todd.fracassi@troutman.com
Phone: (248) 359-7304
Facsimile: (248) 359-7700

Celeste Holtz
BB&E, Inc.
235 East Main Street, Suite 107
Northville, Michigan 48167
Email: choltz@bbande.com
Phone: (248) 489-9636
Facsimile: (248) 489-9646

13.2 Defendant's Project Coordinator shall have primary responsibility for overseeing the performance of the response activities at the Facility and other requirements specified in this Decree for Defendant.

13.3 EGLE may designate other authorized representatives, employees, contractors, and consultants to observe and monitor the progress of any activity undertaken pursuant to this Decree.

XIV. SUBMISSIONS AND APPROVALS

14.1 All Submissions required by this Decree shall comply with all applicable laws and regulations and the requirements of this Decree and shall be delivered to EGLE in accordance with the schedules set forth in this Decree. All Submissions delivered to EGLE pursuant to this Decree shall include a reference to the Diamond Chrome Plating, Inc., and Court Case No. 03-1862-CE. All Submissions delivered to EGLE for approval shall also be marked "Draft" and shall include, in a prominent location in the document, the following disclaimer:

"Disclaimer: This document is a DRAFT document that has not received approval from the Michigan Department of Environment, Great Lakes, and Energy (EGLE). This document was prepared pursuant to a court Consent Decree. The opinions, findings, and conclusions expressed are those of the authors and not those of EGLE." Except as provided herein, submittals required or submitted under this Decree are not subject to the provisions of Section 20114b of the NREPA, and therefore a review request form is not required, and EGLE's review is not subject to the time frames specified in Section 20114b of NREPA.

14.2 After receipt of any Submission relating to response activities or other actions under this Decree that is required to be submitted for approval pursuant to this Decree, the applicable EGLE Project Coordinator will in writing: a) approve the Submission; b) approve the Submission with modifications; or c) disapprove the Submission and notify the Defendant of the deficiencies in the Submission. Any disapproval shall state the reasons why EGLE has disapproved the Submission. Subject to the terms of this Decree, upon receipt of a notice of approval or approval with modifications from EGLE, the Defendant shall proceed to take the actions and perform the response activities required by the Submission, as approved, or as modified, and shall submit a new cover page and any modified pages of the Submission marked "Approved."

14.3 Upon receipt of a notice of disapproval from EGLE pursuant to Paragraph 14.2(c), the Defendant shall correct the deficiencies and resubmit the revised Submission to EGLE for review and approval within thirty (30) days, unless

the notice of disapproval specifies a longer time period for resubmission. Unless otherwise stated in EGLE's notice of disapproval, the Defendant shall proceed to take the actions and perform the response activities not directly related to the deficient portion of the Submission. Any stipulated penalties applicable to the delivery of the Submission shall accrue during the thirty (30) day period or other time period specified for the Defendant to provide the revised Submission but shall not be assessed unless the resubmission is also disapproved and EGLE demands payment of stipulated penalties pursuant to Section XVI (Stipulated Penalties). EGLE will review the revised Submission in accordance with the procedure set forth in Paragraph 14.2. If EGLE disapproves a revised Submission, EGLE will so advise the Defendant and, as set forth above, stipulated penalties shall accrue from the date of EGLE's disapproval of the original Submission and continue to accrue until the Defendant delivers an approvable Submission.

14.4 If any initial Submission contains significant deficiencies such that the Submission is not in the judgment of EGLE a good faith effort by the Defendant to deliver an acceptable Submission that complies with state law and this Decree, EGLE will notify the Defendant of such and will deem the Defendant to be in violation of this Decree. Stipulated penalties, as set forth in Section XVI (Stipulated Penalties), shall begin to accrue on the day after the Submission was due and continue to accrue until an approvable Submission is provided to EGLE.

14.5 Upon approval by EGLE, any Submission and attachments to Submissions required by this Decree shall be considered part of this Decree and are enforceable pursuant to the terms of this Decree. If there is a conflict between the requirements of this Decree and any Submission or an attachment to a Submission, the requirements of this Decree shall prevail.

14.6 An approval or approval with modifications of a Submission shall not be construed to mean that EGLE concurs with any of the conclusions, methods, or statements in any Submission or warrants that the Submission comports with law.

14.7 Informal advice, guidance, suggestions, or comments by EGLE regarding any Submission provided by the Defendant shall not be construed as relieving the Defendant of its obligation to obtain any formal approval required under this Decree.

XV. REIMBURSEMENT OF COSTS AND PAYMENT OF CIVIL PENALTIES

15.1 Defendant paid $69,003.19 on November 17, 2023, which fully resolved: a) the Past Response Activity Costs through the Effective Date of this Decree, including all Past Response Activity Costs under the FACD; and b) any and all claims EGLE has asserted, or could have asserted against Defendant for stipulated penalties pursuant to the FACD.

15.2 Defendant shall reimburse the State for all response activity costs incurred by the State after the effective date of this Decree (Future Response Activity Costs). As soon as possible after each anniversary of the Effective Date of

this Decree, EGLE will provide Defendant with an invoice for payment of Future Response Activity Costs that have been lawfully incurred by the State. An invoice shall include a summary report that identifies all Future Response Activity Costs, the nature of those costs, and the dates through which those costs were incurred by EGLE. Except as provided by Section XVII (Dispute Resolution), Defendant shall reimburse EGLE a maximum of $25,000.00 per year for such costs within thirty (30) days of receipt of a written demand from EGLE. Any costs above the capped amount of $25,000.00 that were incurred by EGLE and not paid by the Defendant shall roll over into the costs to be paid in the following annual invoice and shall continue to roll over into the next annual invoice in succession until all Future Response Activity Costs have been paid in full. By agreement of the Parties, as of the Effective Date of this Decree, the current unpaid costs owed total $0.00.

15.3 Defendant shall have the right to request a full and complete accounting of all EGLE demands made hereunder, including time sheets, travel vouchers, contracts, invoices, and payment vouchers as may be available to EGLE. EGLE's provision of these documents to Defendant may result in EGLE incurring additional Future Response Activity Costs, which will be included in the annual demand for payment of Future Response Activity Costs.

15.4 Defendant shall pay the settlement amount of $222,428.00, which includes AQD costs for investigation and enforcement for the asserted violations accruing from the use of TCE at the batch vapor cleaning machine. Payment of the $222,428.00 shall be made in five payments. The first payment of $44,488.00 shall

be paid not later than January 31, 2025. The remaining four payments of $44,485.00 each shall be paid not later than December 31 of each year, beginning with December 31, 2025, and ending with the fifth payment due not later than December 31, 2028.

15.5 All payments made pursuant to Paragraphs 15.1, 15.2 and 15.4 of this Decree shall be by check made payable to the "State of Michigan" and shall include any additional items as directed in the invoice sent under Paragraph 15.2 of this Decree. All payments shall be sent or delivered to the Cashier's Office at the address listed in Paragraph 13.1(a)(vii) of Section XIII (Project Coordinators and Communications/Notices). Diamond Chrome Plating, Inc., the Ingham County Circuit Court Case Number, and EGLE Account Number MUL 3011 shall be designated on each check. A copy of the transmittal letter and the check shall be provided simultaneously to the Supervisor of the Compliance and Enforcement Section, RRD, at the address listed in Paragraph 13.1(a)(vi), the RRD Project Coordinator, at the address listed in Paragraph 13.1(a)(i), and the Assistant Attorney General in Charge, at the address listed in Paragraph 13.1(b).

15.6 If Defendant fails to make full payment to EGLE for Past or Future Response Activity Costs as specified in Paragraphs 15.1 and 15.2, or for the settlement amount due under Paragraph 15.4, interest at the rate specified in Section 20126a(3) of the NREPA, shall begin to accrue on the unpaid balance on the day after payment was due until the date upon which Defendant makes full payment of those costs and the accrued interest to EGLE. In any challenge by

Defendant to an EGLE demand for reimbursement of costs, Defendant shall have the burden of establishing that EGLE did not lawfully incur those costs in accordance with Section 20126a(1)(a) of the NREPA.

XVI. STIPULATED PENALTIES

16.1 Defendant shall be liable for stipulated penalties in the amounts set forth in Paragraphs 16.2 and 16.3 for failure to comply with the requirements of this Decree, unless excused under Section XI (Delays in Performance, Violations, and *Force Majeure*). "Failure to Comply" by Defendant shall include, but is not limited to, failure to deliver Submissions and notifications, failure to perform response activities in accordance with any plans and this Decree, and failure to pay response activity costs and penalties in accordance with all applicable requirements of law and this Decree within the specified implementation schedules established by and approved under this Decree.

16.2 The following stipulated penalties shall accrue per violation per day for any violation of Paragraphs 5.2–5.5 and Section VI (Performance of Response Activities):

Penalty Per Violation Per Day	Period of Noncompliance
$250.00	1st through 14th day
$500.00	15th through 30th day
$1,000.00	31st day and beyond

16.3 Except as provided in Paragraph 16.2 and Sections XI (Delays in Performance, Violations, and *Force Majeure*) and XVII (Dispute Resolution), if Defendant fails or refuses to comply with any other term or condition of this Decree, Defendant shall pay EGLE stipulated penalties of $250.00 a day for each and every failure or refusal to comply.

16.4 All penalties shall begin to accrue on the day after performance of an activity was due or the day a violation occurs and shall continue to accrue through the final day of completion of performance of the activity or correction of the violation. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Decree.

16.5 Except as provided in Section XVII (Dispute Resolution), Defendant shall pay stipulated penalties owed to the State no later than thirty (30) days after Defendant's receipt of a written demand from the State. Payment shall be made in the manner set forth in Paragraph 15.5 Section XV (Reimbursement of Costs and Payment of Civil Penalties). Interest shall begin to accrue on the unpaid balance at the end of the thirty (30) day period at the rate provided for in Section 20126a(3) of NREPA on the day after payment was due until the date upon which Defendant makes full payment of those stipulated penalties and the accrued interest to EGLE. Failure to pay the stipulated penalties within thirty (30) days after receipt of a written demand constitutes a further violation of the terms and conditions of this Decree.

16.6 The payment of penalties shall not alter in any way Defendant's obligation to complete the performance of response activities required by this Decree.

16.7 If Defendant fails to pay stipulated penalties when due, the State may institute proceedings to collect the penalties, as well as any accrued interest. However, the assessment of stipulated penalties is not the State's exclusive remedy if Defendant violates this Decree. For any failure or refusal of Defendant to comply with the requirements of this Decree, the State also reserves the right to pursue any other remedies to which it is entitled under this Decree or any applicable law including, but not limited to, seeking civil penalties, injunctive relief, the specific performance of response activities, reimbursement of costs, exemplary damages pursuant to Section 20119(4) of the NREPA in the amount of three (3) times the costs incurred by the State as a result of Defendant's violation of or failure to comply with this Decree, and sanctions for contempt of court.

16.8 Notwithstanding any other provision of this Section, the State may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Decree.

XVII. DISPUTE RESOLUTION

17.1 Unless otherwise expressly provided for in this Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Decree, except for Section X (Emergency Response), which is not disputable. However, the procedures set forth

in this Section shall not apply to actions by the State to enforce obligations of Defendant that have not been disputed in accordance with this Section. Engagement of dispute resolution under this Section XVII (Dispute Resolution) shall not be cause for Defendant to delay the performance of any response activity required under this Decree.

17.2 The State shall maintain an administrative record of any disputes that are initiated pursuant to this Section. The administrative record shall include the information Defendant provides to the State under Paragraphs 17.3–17.5 and any documents EGLE and State rely on to make the decisions set forth in Paragraphs 17.3–17.5. Defendant shall have the right to request that the administrative record be supplemented with other material involving matters in dispute pursuant to MCL 324.20137(7).

17.3 Any dispute that arises under this Decree with respect to RRD's disapproval, modification, or other decision concerning the requirements of Paragraphs 6.1, and 6.4–6.11, of Section VI (Performance of Response Activities), Section IX (Sampling and Analysis), or Section XIV (Submissions and Approvals) shall in the first instance be the subject of informal negotiations between the RRD Project Coordinators and Defendant's Project Coordinator. A dispute shall be considered to have arisen on the date that a Party to this Decree receives a written Notice of Dispute from the other Party. This Notice of Dispute shall state the issues in dispute; the relevant facts upon which the dispute is based; any factual data, analysis, or opinion supporting its position; and all supporting documentation upon

which the Party bases its position. The period of informal negotiations shall not exceed twenty (20) days from the date a Party receives a Notice of Dispute unless the time period for negotiations is modified by written agreement between the Parties. If the Parties do not reach an agreement within twenty (20) days, the RRD District Supervisor will thereafter provide a written RRD Statement of Decision to Defendant. In the absence of initiation of formal dispute resolution by Defendant under Paragraph 17.4, EGLE's position as set forth in the RRD Statement of Decision shall be binding on the Parties.

17.4 If Defendant and EGLE cannot informally resolve a dispute under Paragraph 17.3, Defendant may initiate formal dispute resolution by submitting a written request for review of the disputed issues (Request for Review) to the RRD Division Director. Defendant must file a Request for Review with the RRD Division Director and the EGLE Project Coordinator within fifteen (15) days of Defendant's receipt of the RRD Statement of Decision issued pursuant to Paragraph 17.3. The time period for filing the Request for Review may be extended by written agreement between the Parties. Defendant's Request for Review 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 Defendant bases its position. Within twenty (20) days of the RRD Division Director's receipt of Defendant's Request for Review, the RRD Division Director will provide a written Final RRD Statement of Decision to Defendant, 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 he/she relied upon in making the decision. The time period for the RRD Division Director's review of the Request for Review may be extended by written agreement between the Parties. The Final RRD Statement of Decision shall be binding on the Parties, unless either Party files a motion with the court as set forth in Paragraph 17.6.

17.5 If Defendant seeks to challenge any decision or notice issued by EGLE or the State under this Decree, except for any decision or notice regarding matters covered by Section X (Emergency Response), Paragraphs 17.3, 17.4, and 17.10–17.12, Defendant shall send a written Notice of Dispute to both the RRD Division Director and the Assistant Attorney General assigned to this matter within twenty (20) days of Defendant's receipt of the decision or notice from EGLE or State. The Notice of Dispute shall include the relevant facts upon which the dispute is based; any factual data, analysis, or opinion supporting its position; and all supporting documentation upon which Defendant bases its position. The Parties shall have thirty (30) days from the date of the State's receipt of the Notice of Dispute to reach an agreement. If an agreement is not reached on any issue within the thirty (30) day period, the State will thereafter issue, in writing, the State's Statement of Decision to Defendant, which shall be binding on the Parties unless either Party files a motion with the Court as set forth in Paragraph 17.6.

17.6 The Final RRD Statement of Decision or the State's Statement of Decision pursuant to Paragraph 17.4 or 17.5, respectively, shall control unless, within twenty (20) days after Defendant's receipt of a Statement of Decision Defendant files with this Court a motion for resolution of the dispute, which sets forth the matter in dispute, the efforts made by the Parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to insure orderly implementation of this Decree. Within thirty (30) days of Defendant's filing of a motion asking the Court to resolve a dispute, Plaintiff will file with the Court the administrative record that is maintained pursuant to Paragraph 17.2.

17.7 Any judicial review of the Final RRD Statement of Decision or the State's Statement of Decision shall be limited to the administrative record. In proceedings on any dispute relating to the selection, extent, or adequacy of any aspect of the response activities that are the subject of this Decree, Defendant shall have the burden of demonstrating 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, Defendant shall bear the burden of persuasion on factual issues under the applicable standards of review. Nothing herein shall prevent Plaintiff from arguing that the Court should apply the arbitrary and capricious standard of review to any dispute under this Decree.

17.8 Notwithstanding the invocation of a dispute resolution proceeding, stipulated penalties shall accrue from the first day of any failure or refusal to comply with any term or condition of this Decree, but payment shall be stayed pending resolution of the dispute. In the event, and to the extent, that Defendant does not prevail on the disputed issue, EGLE may demand payment of stipulated penalties and Defendant shall pay stipulated penalties as set forth in Paragraph 16.5 (Stipulated Penalties). Defendant shall not be assessed stipulated penalties for disputes that are resolved in its favor.

17.9 Notwithstanding the provisions of this Section and in accordance with Sections XV (Reimbursement of Costs and Payment of Civil Penalties) and Section XVI (Stipulated Penalties), as appropriate, Defendant shall pay to EGLE that portion of a demand for reimbursement of costs or for payment of stipulated penalties that is not the subject of an on-going dispute resolution proceeding.

17.10 For disputes arising under or relating to Paragraph 5.4, the procedures set forth in this Section shall apply except the Project Coordinator shall be the person identified in 13.1(a)(ii) and the WRD District Supervisor and the WRD Director shall be the decision makers in Paragraphs 17.4 and 17.5, as appropriate.

17.11 For disputes arising under or relating to Paragraph 5.2 the procedures set forth in this Section shall apply except the Project Coordinator shall be the person identified in 13.1(a)(iv) and the MMD District Supervisor and the MMD Director shall be the decision-makers in Paragraphs 17.4 and 17.5, as appropriate.

17.12 For disputes arising under or relating to Paragraph 5.3 the procedures set forth in this Section shall apply except the Project Coordinator shall be the person identified in 13.1(a)(iii) and the AQD District Supervisor and the AQD Director shall be the decision makers in Paragraphs 17.4 and 17.5, as appropriate.

XVIII. INDEMNIFICATION AND INSURANCE

18.1 The State of Michigan does not assume any liability by entering into this Decree. This Decree shall not be construed to be an indemnity by the State for the benefit of Defendant or any other person.

18.2 Defendant shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, agents, employees, contractors, and representatives for any claims or causes of action that arise from, or on account of, any acts or omissions of Defendant, its officers, employees, agents, or any persons acting on its behalf, or under its control, in performing the activities required by this Decree.

18.3 Defendant shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, agents, employees, contractors, and representatives for any claims or causes of action for damages or reimbursement from the State that arise from, or on account of, any contract, agreement, or arrangement between Defendant and any person for the performance of response activities at the Facility, including any claims on account of construction delays.

18.4 The State will provide Defendant notice of any claim for which the State intends to seek indemnification pursuant to Paragraphs 18.2 and 18.3.

18.5 Neither the State of Michigan nor any of its departments, agencies, officials, agents, employees, contractors, or representatives shall be held out as a party to any contract that is entered into by or on behalf of Defendant for the performance of activities required by this Decree. Neither Defendant nor any contractor shall be considered an agent of the State.

18.6 Defendant waives 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 Defendant and any other person for the performance of response activities at the Facility, including any claims on account of construction delays.

18.7 Prior to commencing any response activities pursuant to this Decree and for the duration of this Decree, Defendant shall secure and maintain comprehensive general liability insurance with limits of One Million Dollars ($1,000,000.00), combined single limit, which names EGLE, the Attorney General and the State of Michigan as additional insured parties. If Defendant 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, Defendant shall 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 Defendant, prior to the commencement of response activities pursuant to this Decree, Defendant shall provide EGLE Project Coordinator and the Attorney General with certificates evidencing said insurance and EGLE's, the Attorney General's and the State of Michigan's status as additional insured parties. In addition, for the duration of this Decree, Defendant shall satisfy, or shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of Workers' Disability Compensation Insurance for all persons performing response activities on behalf of Defendant in furtherance of this Decree.

XIX. COVENANTS NOT TO SUE BY STATE

19.1 In consideration of the actions that will be performed and the payments that will be made by Defendant under the terms of this Decree, and except as specifically provided for in this Section and Section XX (Reservation of Rights by State), the State of Michigan hereby covenants not to sue or to take further administrative action against Defendant for:

(a) Response activities related to the release of hazardous substances at the Facility.

(b) Reimbursement of Past and Future Response Activity Costs that are incurred by the State and paid by Defendant as set forth in Section XV (Reimbursement of Costs and Payment of Civil Penalties), including any applicable interest accrued pursuant to Paragraph 15.6 of this Decree.

19.2 The covenants not to sue shall take effect under this Decree as follows:

(a) With respect to Defendant's liability for response activities performed related to the release of hazardous substances at the Facility, the covenant not to sue shall take effect upon approval of the Achievement Report pursuant to Paragraph 6.10 of this Decree.

(b) With respect to Defendant's liability for Past and Future Response Activity Costs incurred by the State and paid by Defendant, the covenants not to sue shall take effect upon EGLE's receipt of payments for those costs and any applicable interest.

19.3 The covenants not to sue extend only to Defendant and do not extend to any other person.

XX. RESERVATION OF RIGHTS BY STATE

20.1 The covenants not to sue apply only to those matters specified in Paragraph 19.1. These covenants not to sue do not apply to, and the State reserves its rights on, the matters specified in Paragraph 19.1 until such time as these covenants become effective as set forth in Paragraph 19.2. EGLE and the Attorney General reserve the right to bring an action against Defendant under federal and state laws for any matters for which Defendant has not received a covenant not to sue as set forth in Section XIX (Covenants Not to Sue by State). The State reserves, and this Decree is without prejudice to, all rights to take administrative action or to file a new action pursuant to any applicable authority against Defendant with respect to all other matters, including, but not limited to, the following:

(a) Defendant's failure to perform the response activities that are required to achieve and maintain the objectives specified in Paragraph 6.1;

(b) any Past or Future Response Activity Costs which Defendant has not paid;

(c) the past, present or future treatment, handling, disposal, release or threat of release of hazardous substances that occur outside of the Facility and that are not attributable to the Facility;

(d) the past, present or future treatment, handling, disposal, release or threat of release of hazardous substances taken from the Facility;

(e) damages for injury to, destruction of, or loss of natural resources and the costs for any natural resource damage assessment;

(f) criminal acts;

(g) any matters for which the State is owed indemnification under Section XVIII (Indemnification and Insurance) of this Decree;

(h) liability that arises out of conditions that are unknown at the time the covenant not to sue takes effect; and

(i) the release or threatened release of hazardous substances or for violations of federal or state law that occur during or after the performance of response activities required by this Decree.

20.2 The State reserves the right to take action against Defendant if it discovers at any time that any material information provided by Defendant prior to or after entry of this Decree was false or misleading.

20.3 EGLE and the Attorney General expressly reserve all rights and defenses pursuant to any available legal authority that they may have to enforce this Decree or to compel Defendant to comply with the NREPA.

20.4 In addition to, and not as a limitation of any other provision of this Decree, EGLE retains all authority and reserves all rights to perform, or contract to have performed, any response activities that EGLE determines are necessary.

20.5 In addition to, and not as a limitation of any provision of this Decree, EGLE and the Attorney General retain all of their information gathering, inspection, access, and enforcement authorities and rights under the NREPA and any other applicable statute or regulation.

20.6 Failure by EGLE or the Attorney General to enforce any term, condition, or requirement of this Decree in a timely manner shall not:

(a) Provide or be construed to provide a defense for Defendant's noncompliance with any such term, condition, or requirement of this Decree; or

(b) Estop or limit the authority of EGLE or the Attorney General to later enforce any such term, condition, or requirement of the Decree or to seek any other remedy provided by law.

20.7 This Decree does not constitute a warranty or representation of any kind by EGLE that the response activities performed by Defendant in accordance with EGLE-approved work plans required by this Decree will result in the achievement of the objectives stated in Paragraph 6.1 or the remedial criteria

established by law, or that those response activities will assure protection of public health, safety, or welfare, or the environment.

20.8 Except as provided in Paragraph 19.1(a), nothing in this Decree shall limit the power and authority of EGLE or the State of Michigan, pursuant to Section 20132(8) of the NREPA, to direct or order all appropriate action to protect the public health, safety, or welfare, or the environment; or to prevent, abate or minimize a release or threatened release of hazardous substances, pollutants or contaminants on, at or from the Facility.

XXI. COVENANT NOT TO SUE BY DEFENDANT

21.1 Except as provided in Section XVII (Dispute Resolution), Defendant hereby covenants not to sue or to take any civil, judicial or administrative action against the State, its agencies, or their authorized representatives, for any claims or causes of action against the State that arise from this Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Cleanup and Redevelopment Fund pursuant to Section 20119(5) of the NREPA or any other provision of law.

21.2 After the Effective Date of this Decree, if the Attorney General initiates any administrative or judicial proceeding for injunctive relief, recovery of response activity costs, or other appropriate relief relating to the Facility, Defendant agrees not to assert and shall not maintain any defenses or claims that are based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, or claim-splitting, or that are based upon a defense that contends any

claims raised by EGLE or the Attorney General in such a proceeding were or should have been brought in this case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XIX (Covenants Not to Sue by State).

XXII. CONTRIBUTION PROTECTION

22.1 Pursuant to Section 20129(5) of the NREPA and Section 9613(f)(2) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601 et seq (CERCLA) and to the extent provided in Section XIX (Covenants Not to Sue by State), Defendant shall not be liable for claims for contribution for the matters set forth in Paragraph 19.1 of this Decree, to the extent allowable by law. The Parties agree that entry of this Decree constitutes a judicially approved settlement, pursuant to which the Defendant has, as of the Effective Date, resolved its liability to EGLE for matters set forth in Paragraph 19.1. Entry of this Decree does not discharge the liability of any other person that may be liable under Section 20126 of the NREPA, or the CERCLA, 42 USC 9607 and 9613. Pursuant to Section 20129(9) of the NREPA, any action by Defendant for contribution from any person that is not a Party to this Decree shall be subordinate to the rights of the State of Michigan if the State files an action pursuant to the NREPA or other applicable federal or state law.

XXIII. MODIFICATIONS

23.1 The Parties may only modify this Decree according to the terms of this Section. The modification of any Submission or schedule required by this Decree may be made upon written agreement signed by the appropriate EGLE Project Coordinator and Defendant's Project Coordinator or as provided in Paragraph 6.12 if the modification relates to response activities in Section VI (Performance of Response Activities).

23.2 Modification of any other provision of this Decree shall be made only by written agreement between the Defendant's Project Coordinator, the Director of EGLE, or his or her authorized representative, and the designated representative of the MDAG, and shall be entered with the Court.

XXIV. TERMINATION OF PARAGRAPHS 5.2–5.4

24.1 At any time after three (3) years from the Effective Date of this Decree, and when Defendant determines that it has completed all of the activities required under Paragraphs 5.2, 5.3, or 5.4 of this Decree, it may submit to EGLE, a notice of compliance and final report for Paragraph 5.2, 5.3, or 5.4. The final report shall consist of a written certification that Defendant has fully complied with all of the requirements of Paragraphs 5.2, 5.3 or 5.4 of this Decree (collectively or individually). The certification shall include the date of compliance with each provision of Paragraphs 5.2, 5.3, or 5.4, and any additional relevant information if requested by EGLE.

24.2 Upon receiving the notice of compliance, EGLE will review the notice, the final report, any supporting documentation, and the actual activities performed under Paragraphs 5.2, 5.3, or 5.4 of this Decree. EGLE will issue a written certificate of compliance for the Paragraph or Paragraphs in which the notice and final report is submitted unless EGLE determines that the Defendant has either not submitted the certification required under this Section, has failed to submit information specifically requested by EGLE, or has failed to comply with or complete all the requirements of the Paragraph or Paragraphs in which the notice and final report is submitted.

24.3 Upon issuance of EGLE's certification of compliance, the Defendant's obligations under Paragraphs 5.2, 5.3, or 5.4 of this Decree shall be terminated. With the exception of Paragraphs 5.2–5.4, all other requirements of this Decree shall remain in full force and effect.

XXV. TERMINATION OF CERTAIN OTHER PROVISIONS

25.1 Upon EGLE's receipt of all payments required to be made under this Decree and approval of the Achievement Report and all documents submitted by Defendant pursuant to Section VI (Performance of Response Activities), all obligations under Sections VI (Performance of Response Activities), VII (Access), IX (Sampling and Analysis), X (Emergency Response), XIII (Project Coordinates and Communications/Notices), XIV (Submissions and Approvals), XV (Reimbursement of Costs and Payment of Civil Penalties), and XVI (Stipulated Penalties) of this Decree are terminated.

XXVI. SEPARATE DOCUMENTS

26.1 This Decree may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Decree may be executed in duplicate original form.

IT IS SO AGREED AND ORDERED BY:

Dana Nessel
Attorney General

By: _____
Keith D. Underkoffler (P84854)
Assistant Attorney General
Attorney for Plaintiff
Environment, Natural Resources,
and Agriculture Division
P.O. Box 30755
Lansing, MI 48909
(517) 335-7664

By: _____
Todd C. Fracassi (P62651)
Troutman Pepper Hamilton Sanders, LLP
Attorney for Defendant
4000 Town Center, Suite 1800
Southfield, MI 48075
(248) 359-7300

By: _____
Phillip D. Roos, Director
Michigan Department of Environment,
Great Lakes, and Energy

IT IS SO ORDERED, ADJUDGED, AND DECREED THIS 6th day of September, 2024.

JUDGE JAMES S. JAMO
_____
Honorable James S. Jamo

Attachment A

Diamond Chrome Plating Facility Property Legal Description

Parcel 1 Diamond Chrome Plating Facility

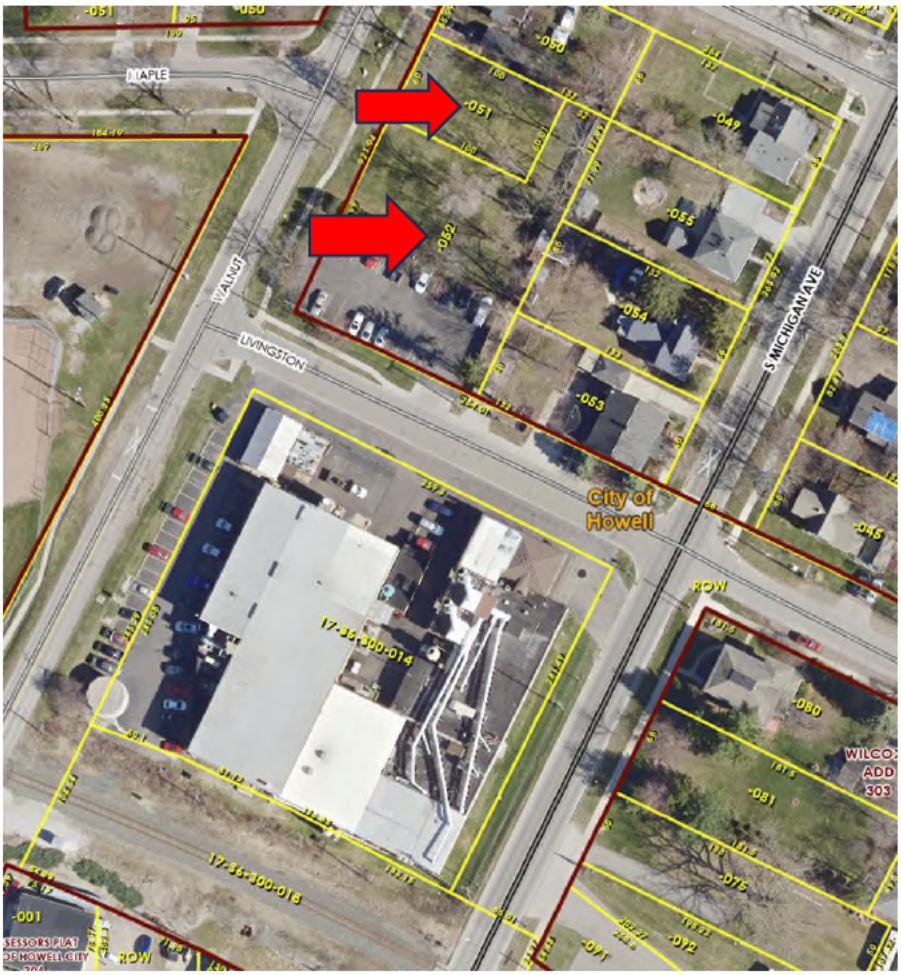
604 S Michigan Avenue, Howell, MI 48813 1.38 acres (main facility). Parcel Identification Number 4717-36-300-14.

A part of Lots 270, 271 and the South ½ of Lots 269 and 272 of "Crane and Brooks Addition to the Village (now City) of Howell," as recorded in the Book of Transcribed Records on Pages 180 and 181 of the Livingston County Records, Livingston County, Michigan, more particularly described as follows: Commencing at the Southeast corner of Lot 266 of "Crane and Brooks Addition to the Village (now City) of Howell," as recorded in the Book of Transcribed Records on Pages 180 and 181 of the Livingston County Records; thence along the North line of Livingston Street, N 61°53'26'' W, 134.76 feet to the POINT OF BEGINNING of the Parcel to be described; thence continuing along the North line of Livingston Street, N 61°53'26'' W, 136.62 feet; thence along the East line of Walnut Street, N 28°37'27'' E, 198.92 feet; thence S 62° 08' 55'' E, 135.06 feet; thence S 28°10'28'' W, 199.52 feet to the POINT OF BEGINNING; Containing .62 acres, more or less, and subject to the rights of the public over the existing Livingston Street and Walnut Street. Subject to easements of record, if any.

Parcel 2 Diamond Chrome Plating Facility

513 S Walnut, Howell, MI 48813 .59 acres (parking lot and small parcel north of parking lot). Parcel Identification Numbers 4717-36-303-051 and 4717-36-303-052.

A part of the Southwest ¼ of Section 36, T3N-R4E, Howell Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Southeast Corner of Lot 266 of "Crane and Brooks Addition to the Village (now City) of Howell," as recorded in the Book of Transcribed Records on Pages 180 and 181 of the Livingston County Records; thence along the West line of Michigan Avenue, S 28°03'00'' W, 66.00 feet to the POINT OF BEGINNING of the Parcel to be described; thence continuing along the West line of said Michigan Avenue, S 28°01'28'' W, 227.20 feet; thence N 62°40'10'' W, 168.35 feet; thence N 65°52'34'' W, 105.82 feet; thence along the East line of Walnut Street, N 28°28'36'' E, 236.85 feet; thence long the South line of Livingston Street S 61°53'24'' E, 272.04 feet to the POINT OF BEGINNING; containing 1.44 acres, more or less, and subject to the rights of the public over the existing Livingston Street, Walnut Street and Michigan Avenue. Subject to easements of record, if any.



Attachment B

Response Activity Oversight Costs

EGLE
Remediation and Redevelopment
Response Activity Oversight Costs

Diamond Chrome Plating Inc
Site ID #47000202 Project Number 455790-00 & 65
Location Code 6678 SubLocation S025

Invoice Recap	Costs	Billed/Paid	Running balance
Invoice 1 - #499803 - 2008	$ 13,319.28	$ (5,000.00)	$ 8,319.28
Invoice 2 - #575429 - 2009	$ 20,932.61	$ (5,000.00)	$ 24,251.89
Invoice 3 - #644382 - 2010	$ 18,135.50	$ (5,000.00)	$ 37,387.39
Invoice 4 -# 708929 - 2011	$ 7,006.67	$ (5,000.00)	$ 39,394.06
Invoice 5 - #788262 - 2012	$ 24,896.92	$ (5,000.00)	$ 59,290.98
Invoice 6 -#838467 - 2013	$ 54,745.80	$ (5,000.00)	$ 109,036.78
Invoice 7 - #876789 - 2014	$ 48,453.74	$ (5,000.00)	$ 152,490.52
Invoice 8 - #969142 - 2016	$ 30,206.55	$ (5,000.00)	$ 177,697.07
Invoice 9 - #8177535 - 2017	$ 20,087.25	$ (5,000.00)	$ 192,784.32
Invoice 10 - #10416632 - 2018	$ 46,330.21	$ (5,000.00)	$ 234,114.53
Invoice 11 - #10431306 - 2019	$ 66,118.29	$ (5,000.00)	$ 295,232.82
Invoice 12 - #10515618 - 2020	$ 159,832.08	$ (5,000.00)	$ 450,064.90
Invoice 13 - #10628411 - 2021	$ 143,739.83	$ (5,000.00)	$ 588,804.73
Invoice 14 - #11017649 - 2022	$ 85,371.14	$ (5,000.00)	$ 669,175.87
Invoice 15 - # 11105073 - 2023	$ 74,741.11	$ (5,000.00)	$ 738,916.98
Invoice 16 - #NA - 2024	$ 93,483.09	$ -	$ 832,400.07
	$ 907,400.07	$ (75,000.00)	

Previous Balance	$ 738,916.98
Current Invoice 16	$ 93,483.09
Balance as of 7/30/2024	$ 832,400.07

Attachment C

Recordkeeping Form to Document Monitoring

Diamond Chrome Plating, Inc.
604 S. Michigan Ave
Howell, MI 48843
Office (517) 546-0150

Data Log

Date -

Process - Vapor Degreaser
Tank - Vapor Degreaser - Management
Tank ID - Vapor Degreaser
Temperature -
For Dates -

R	User Name	Test Date	Air Flow (ft/min)	Tank Cover (Pass/Fail)	Dwell Time (Sec)	Hoist Speed (ft/min)	Temperature °F	Test Comment

Attachment D

Permit to Install Exemption; and
Recordkeeping Leg for Daily and Monthly Solvents Used

RULE 290 PERMIT TO INSTALL EXEMPTION: SOURCES WITH LIMITED EMISSIONS RECORD

This record is provided as a courtesy for businesses by the Michigan Department of Environmental Quality (MDEQ), Environmental Science and Services Division, Clean Air Assistance Program, and is not required to be returned or submitted to the MDEQ.

Applicable Rule: Rule 290 of the Michigan Air Pollution Control Rules

NOTE:

- Rule 290 of the Michigan Air Pollution Control Rules exempts an emission unit with limited emissions from having to apply for Permit to Install. Rule 201 requires sources to obtain a Permit to Install prior to the installation, construction, reconstruction, relocation, or modification of an emission unit. Sources using this exemption must not meet any of the criteria in Rule 278 and must be able to demonstrate compliance with the various emission limits contained in Rule 290.

- Utilization of this form is not the sole method of demonstrating compliance with the requirements of Rule 290, unless required by a permit such as a Renewable Operating Permit (ROP). For example, an alternative method of demonstrating compliance could be determining the emissions of air contaminants from a single unit of production and recording the number of production units generated per month.

- ROP subject sources – This document must be used to track emissions unless an alternate format has been approved by the District Supervisor or alternate format is cited in the ROP.

- An emission unit that emits an air contaminant, excluding noncarcinogenic Volatile Organic Compounds (VOCs) and noncarcinogenic, non-ozone forming materials listed in Rule 122(f), which has an Initial Threshold Screening Level (ITSL) or Initial Risk Screening Level (IRSL) less than 0.04 micrograms per cubic meter (ug/m3) cannot use Rule 290.

- For all emission units exempt pursuant to Rule 290 that emit particulate emissions which have an ITSL equal to or less than 2.0 ug/m3 and greater than or equal 0.04 ug/m3, the particulate emissions must be included in Section 2.

- For all emission units exempt pursuant to Rule 290 that emit particulate emissions which have an IRSL equal to or greater than 0.04 ug/m3, the particulate emissions must be included in Section 3.

- Perchloroethylene is the only non-ozone forming material listed in Rule 122(f) that is a carcinogen. Two of the stabilizers in Rule 122(f) Table 11, tertiary butyl alcohol and 1,2-butylene oxide, are carcinogenic and are ozone forming materials.

- If an emission unit is equipped with a control device (i.e., equipment that captures and/or destroys air contaminants) and the control device is not vital to production of the normal product of the process or to its normal operation, then there are two options of recording emissions in Sections 2, 3, and 4:
    1. record all uncontrolled emissions of air contaminants (i.e., all air contaminants entering the control device); or
    2. record all controlled emissions of air contaminants (all air contaminants leaving the control device).

  Whatever option is chosen, make sure that option is used consistently throughout Sections 2, 3, 4, and 5.

- If the emission unit is not equipped with a control device or the control device is vital to production of the normal product of the process or to its normal operation, then the quantity of each emission of air contaminant identified in Sections 2, 3, 4, and 5 should be recorded as uncontrolled emissions.

- Monthly emission records are required to be maintained on file for the most recent two-year period and made available to the MDEQ, Air Quality Division upon request. (ROP subject sources must keep records for the most recent five year period.)

RULE 290 PERMIT TO INSTALL EXEMPTION: SOURCES WITH LIMITED EMISSIONS RECORD (continued)

Please print or type all information.

1. COMPLETE FOR EACH EMISSION UNIT USING THE EXEMPTION IN RULE 290.

SOURCE NAME: BACT-72A Vapor Degreaser

MONTH/YEAR:

DESCRIPTION OF EMISSION UNIT (including control devices):

Batch Vapor Degreaser

2. RECORD EMISSIONS OF NONCARCINOGENIC AIR CONTAMINANTS (EXCLUDING NONCARCINOGENIC VOCS AND NONCARCINOGENIC, NON-OZONE FORMING MATERIALS LISTED IN RULE 122(f)) (see Appendix A)

ITSL ≥ 2.0 ug/m3

(The emissions of noncarcinogenic particulate air contaminants with an ITSL > 2.0 ug/m3 do not have to be recorded in this table as long as the emission unit is in compliance with the requirements in Section 6.)

CAS #	Chemical Name	Uncontrolled Emissions (lbs/month)	Controlled Emissions (lbs/month)
156-60-5	Trans-dichloroethylene		
406-78-0	Tetrafluoroethyl trifluoroethyl ether		
Monthly Total		①	②

2.0 ug/m3 > ITSL ≥ 0.04 ug/m3

CAS #	Chemical Name	Uncontrolled Emissions (lbs/month)	Controlled Emissions (lbs/month)
Monthly Total		③	④

Compliance Criteria:

- The total in Box ① must be ≤ 1,000 pounds or the total in Box ② must be ≤ 500 pounds. If the total in Box ① or in Box ② is greater than the respective emission limitations, contact your local district office.
- The total in Box ③ must be ≤ 20 pounds or the total in Box ④ must be ≤ 10 pounds. If the total in Box ③ or in Box ④ is greater than the respective emission limitations, contact your local district office.

3. RECORD EMISSIONS OF CARCINOGENIC AIR CONTAMINANTS

IRSL ≥ 0.04 ug/m3

(The emissions of carcinogenic particulate air contaminants with an IRSL ≥ 0.04 ug/m3 must be recorded in this table even though it is also exempt under Section 6.)

CAS #	Chemical Name	Uncontrolled Emissions (lbs/month)	Controlled Emissions (lbs/month)
Monthly Total		⑤	⑥

Compliance Criteria:

- The total in Box ⑤ must be ≤ 20 pounds or the total in Box ⑥ must be ≤ 10 pounds. If the total in Box ⑤ or in Box ⑥ is greater than the respective emission limitations, contact your local district office.

4. RECORD EMISSIONS OF ALL NONCARCINOGENIC VOCS AND NONCARCINOGENIC, NON-OZONE FORMING MATERIALS LISTED IN RULE 122(f) (see Appendix A)

CAS #	Chemical Name	Uncontrolled Emissions (lbs/month)	Controlled Emissions (lbs/month)
406-58-6	Pentafluorobutane		
Monthly Total		⑦	⑧

Compliance Criteria:

- The total in Box ⑦ must be ≤ 1,000 pounds or the total in Box ⑧ must be ≤ 500 pounds. If the total in Box ⑦ or in Box ⑧ is greater than the respective emission limitations, contact your local district office.

5. RECORD TOTAL MONTHLY EMISSIONS

	lbs/month
Total uncontrolled emissions (Box ① + Box ③ + Box ⑤ + Box ⑦)	
Total controlled emissions (Box ② + Box ④ + Box ⑥ + Box ⑧)	

Compliance Criteria:

- The total uncontrolled emissions (Box ① + Box ③ + Box ⑤ + Box ⑦) must be ≤ 1,000 pounds. If the total uncontrolled emissions are greater than 1,000 pounds, contact your local district office; or
- The total controlled emissions (Box ② + Box ④ + Box ⑥ + Box ⑧) must be ≤ 500 pounds. If the total controlled emissions are greater than 500 pounds, contact your local district office.

6. NONCARCINOGENIC PARTICULATE AIR CONTAMINANTS

The emission unit may emit noncarcinogenic particulate air contaminants provided that the emission unit is in compliance with the following:

Y	N	
☒	☐	Are the particulate emissions controlled by an appropriately designed and operated fabric filter collector or an equivalent control system which is designed to control particulate matter to a concentration of less than or equal to 0.01 pounds of particulate per 1,000 pounds of exhaust gases and which do not have an exhaust gas flow rate of more than 30,000 actual cubic feet per minute?
☒	☐	Are the visible emissions from the emission unit not more than 5% opacity in accordance with the methods contained in Rule 303?
☒	☐	Is the Initial Threshold Screening Level (ITSL) for each particulate air contaminant, excluding nuisance particulate > 2.0 ug/m3?

Notes:

- Quantities of particulates being emitted from an emission unit complying with the requirements in this Section should not be included in Section 2.
- Quantities of noncarcinogenic particulates with an ITSL ≤ 2.0 ug/m3 and ≥ 0.04 ug/m3 must be included in Section 2.
- Quantities of carcinogenic particulates ≥ 0.04 ug/m3 must be included in Section 3.

Compliance Criteria:

- If any of the preceding questions concerning noncarcinogenic particulate air contaminants are answered “No”, contact your local district office.

7. OTHER REQUIREMENTS

- Attach emission calculations to demonstrate compliance with the emission limits identified in Sections 2, 3, 4, and 5.
- Keep this record on file for a minimum of 2 years, if not required for a longer period from other requirements, i.e. ROP.

APPENDIX A

R 336.1122 Definitions; V.

Rule 122. As used in these rules:

(f) "**Volatile organic compound**" means any compound of carbon or mixture of compounds of carbon that participates in photochemical reactions, excluding the following materials, all of which have been determined by the United States environmental protection agency to have negligible photochemical reactivity:

(i) Carbon monoxide.

(ii) Carbon dioxide.

(iii) Carbonic acid.

(iv) Metallic carbides or carbonates.

(v) Boron carbide.

(vi) Silicon carbide.

(vii) Ammonium carbonate.

(viii) Ammonium bicarbonate.

(ix) Methane.

(x) Ethane.

(xi) The methyl chloroform portion of commercial grades of methyl chloroform, if all of the following provisions are complied with:

(A) The commercial grade of methyl chloroform is used only in a surface coating or coating line that is subject to the requirements of part 6 or 7 of these rules.

(B) The commercial grade of methyl chloroform contains no stabilizers other than those listed in table 11.

(C) Compliance with the applicable limits specified in part 6 or 7 of these rules is otherwise not technically or economically reasonable.

(D) All measures to reduce the levels of all organic solvents, including the commercial grade of methyl chloroform, from the surface coating or coating line to the lowest reasonable level will be implemented.

(E) The emissions of the commercial grade of methyl chloroform do not result in a maximum ambient air concentration exceeding any of the allowable ambient air concentrations listed in table 11.

(F) The use of the commercial grade of methyl chloroform is specifically identified and allowed by a permit to install, permit to operate, or order of the department.

(G) Table 11 reads as follows:

TABLE 11

Commercial grade of methyl chloroform --
allowable ambient air concentrations

Compound	ppm[1]	Time[2]
Methyl chloroform	3.5	1 hour
Tertiary butyl alcohol[3]	1.0	1 hour
Secondary butyl alcohol[3]	1.0	1 hour
Methylal[3]	10.0	1 hour
1,2-butylene oxide[3]	0.028 and 0.00041	1 hour annual

1. Parts per million, by volume
2. Averaging time period
3. This compound is a stabilizer

(xii) The methyl chloroform portion of commercial grades of methyl chloroform that contain any other stabilizer not listed in table 11 of this rule, if all of the following provisions are complied with:

(A) The commercial grade of methyl chloroform is used only in a surface coating or coating line that is subject to the requirements of part 6 or 7 of these rules.

(B) Compliance with the applicable limits specified in part 6 or 7 of these rules is otherwise not technically or economically reasonable.

(C) All measures to reduce the levels of all organic solvents, including the commercial grade of methyl chloroform, from the surface coating or coating line to the lowest reasonable level will be implemented.

(D) The emissions of any compound in the commercial grade of methyl chloroform that is listed in table 11 of this rule do not result in a maximum ambient air concentration exceeding any of the allowable ambient air concentrations listed in table 11.

(E) The emission of all compounds in the commercial grade of methyl chloroform that are not listed in table 11 is demonstrated to comply with R 336.1901.

(F) The use of the commercial grade of methyl chloroform is specifically identified and allowed by a permit to install, permit to operate, or order of the department.

(xiii) Acetone.

(xiv) Cyclic, branched, or linear completely methylated siloxanes.

(xv) Parachlorobenzotrifluoride.

(xvi) Perchloroethylene.

(xvii) Trichlorofluoromethane (CFC-11).

(xviii) Dichlorodifluoromethane (CFC-12).

(xix) 1,1,2-trichloro-1,2,2-trifluoroethane (CFC-113).

(xx) 1,2-dichloro 1,1,2,2-tetrafluoroethane (CFC-114).

(xxi) Chloropentafluoroethane (CFC-115).

(xxii) 1,1-dichloro 1-fluoroethane (HCFC-141b).

(xxiii) 1,chloro 1,1-difluoroethane (HCFC-142b).

(xxiv) Chlorodifluoromethane (HCFC-22).

(xxv) 1,1,1-trifluoro 2,2-dichloroethane (HCFC-123).

(xxvi) 2-chloro-1,1,1,2-tetrafluoroethane (HCFC-124).

(xxvii) Trifluoromethane (HFC-23).

(xxviii) Pentafluoroethane (HFC-125).

(xxix) 1,1,2,2-tetrafluoroethane (HFC-134).

(xxx) 1,1,1,2-tetrafluoroethane (HFC-134a).

(xxxi) 1,1,1-trifluoroethane (HFC-143a).

(xxxii) 1,1-difluoroethane (HFC-152a).

(xxxiii) 3,3-dichloro-1, 1,1,2,2-pentafluoropropane (HCFC-225ca).

(xxxiv) 1,3-dichloro-1,1,2,2,3-pentafluoropropane (HCFC-225cb).

(xxxv) 1,1,1,2,3,4,4,5,5,5-decafluoropentane (HFC 43-10mee).

(xxxvi) Difluoromethane (HFC-32).

(xxxvii) Ethyl fluoride (HFC-161).

(xxxviii) 1,1,1,3,3,3-hexafluoropropane (HFC-236fa).

(xxxix) 1,1,2,2,3-pentafluoropropane (HFC-245ca).

(xl) 1,1,2,3,3- pentafluoropropane (HFC-245ea).

(xli) 1,1,1,2,3- pentafluoropropane (HFC-245eb).

(xlii) 1,1,1,3,3- pentafluoropropane (HFC-245fa).

(xliii) 1,1,1,2,3,3-hexafluoropropane (HFC-236ea).

(xliv) 1,1,1,3,3-pentafluorobutane (HFC365mfc).

(xlv) Chlorofluoromethane (HCFC-31).

(xlvi) 1,2-dichloro-1,1,2-trifluoroethane (HCFC-123a).

(xlvii) 1-chlor-1-fluoroethane (HCFC-151a).

(xlviii) 1,1,1,2,2,3,3,4,4-nonafluoro-4-methoxybutane.

(xlix) 2-(difluoromethoxymethyl)-1,1,1,2,3,3,3-heptafluoropropane.

(l) 1-ethoxy-1,1,2,2,3,3,4,4,4-nonafluorobutane.

(li) 2-(ethoxydifluoromethyl)-1,1,1,2,3,3,3-heptafluoropropane.

(lii) Methyl acetate.

(liii) Perfluorocarbon compounds that fall into the following classes:

(A) Cyclic, branched, or linear, completely fluorinated alkanes.
(B) Cyclic, branched, or linear, completely fluorinated ethers with no unsaturations.
(C) Cyclic, branched, or linear, completely fluorinated tertiary amines with no unsaturations.
(D) Sulfur-containing perfluorocarbons with no unsaturations and with sulfur bonds only to carbon and fluorine.

(liv) Methylene chloride.

The methods described in R 336.2004 and R 336.2040 shall be used for measuring volatile organic compounds for purposes of determining compliance with emission limits. Where such a method also measures compounds with negligible photochemical reactivity, these negligibly-photochemical reactive compounds may be excluded as volatile organic compounds if the amount of such compounds is accurately quantified and such exclusion is approved by the department.

History: 1979 ACS 1, Eff. Jan. 19, 1980; 1985 MR 2, Eff. Feb. 22, 1985; 1988 MR 5, Eff. May 20, 1988; 1989 MR 4, Eff. Apr. 19, 1989; 1993 MR 4, Eff. Apr. 28, 1993; 1997 MR 5, Eff. June 15, 1997; 2000 MR 18, Eff. November 30, 2000; 2003 MR 5, Eff. March 13, 2003.

Monthly Vapor Degreaser Solvent Tracking Log
Diamond Chrome Plating, Inc.
Month:_____Solvent:_____Density of Solvent: _____

Date	Daily Meter Reading	Solvent Added Meter Reading	Solvent Added (gallons)	Monthly Solvent Added - Total (gallons)	Operator (Initials)	Daily Check (Initials)	Solvent Additions (gallons), Solvent Removed (gallons), Solvent Shipped Off-Site (Gallons), and/or other notes/comments
	Monthly Totals (gallons):						
	Monthly Totals (lbs):						

Signature: _____ **Date:** _____

Attachment E

Emissions Sampling Plan

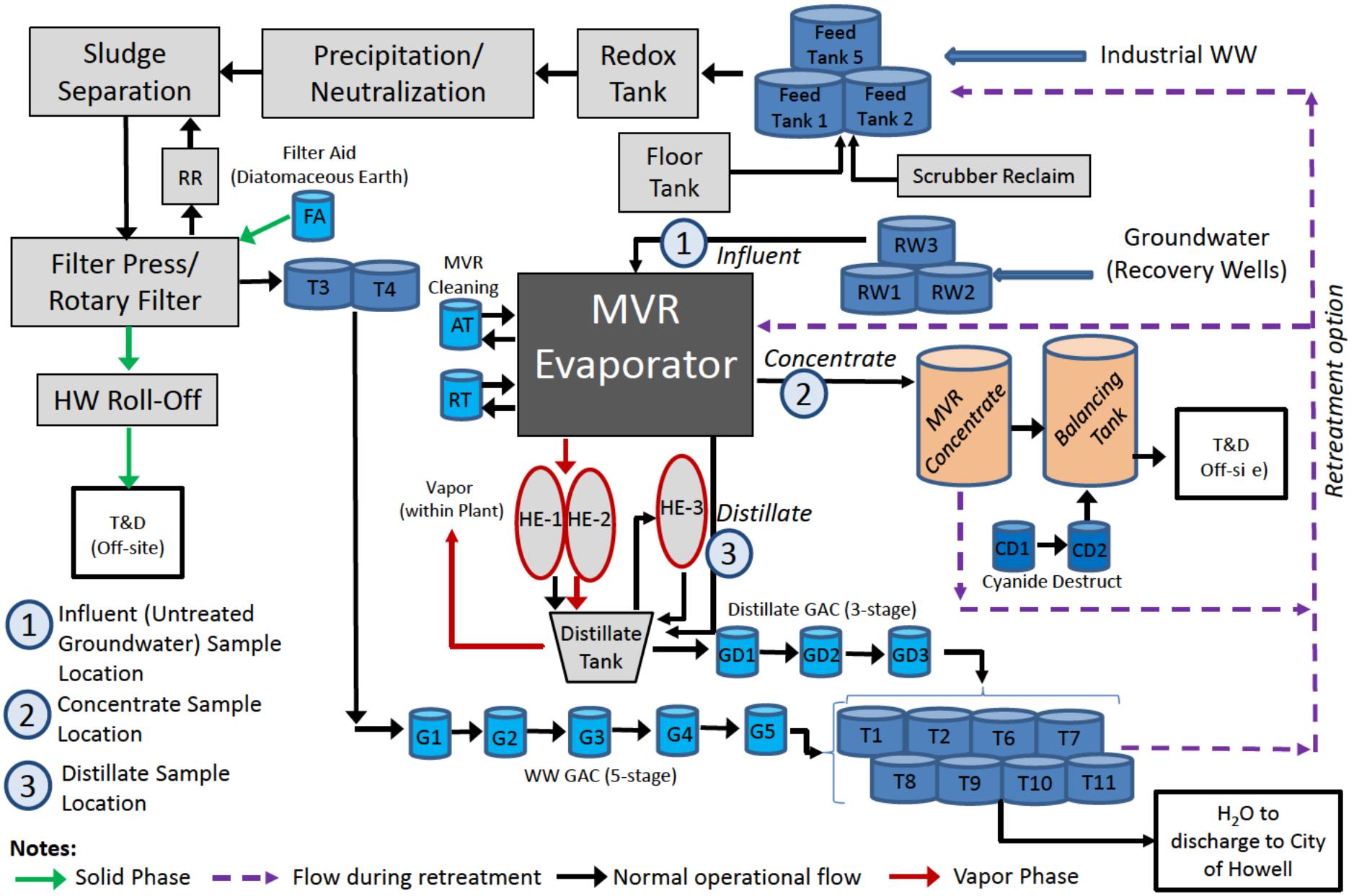
(*If Defendant Proposes a New Solvent, this Plan will be submitted to Plaintiff and, Upon Plaintiff Approval, Will be Incorporated into this SACD by Reference)*

Attachment F

Mechanical Vapor Recompression (MVR) Evaporator Sampling Locations

Attachment F. MVR Evaporator Rule 291 Sampling

Diamond Chrome Plating, Inc.



Attachment G

Escrow Agreement

ESCROW AGREEMENT

This Escrow Agreement is entered into by and between Diamond Chrome Plating, Inc. (DCP); Melo USA, P.C.; and the Michigan Department of Environment, Great Lakes, and Energy (EGLE) (collectively, the Parties) to provide financial assurance for the completion of certain activities required by the Second Amended Consent Decree (SACD) entered into by DCP and EGLE for the Diamond Chrome Plating, Inc. Facility (Facility), Facility location ID No. 47000202.

Whereas, Section VIII (Financial Assurance) of the SACD and Paragraph 6.10 of the SACD require that DCP provide a fully funded financial assurance mechanism (FAM) or mechanisms as a condition of EGLE's approval of the Achievement Report, sufficient to cover Long-Term Remedial Action Costs and closure activities to assure the effectiveness and integrity of DCP's remedial actions under the SACD; and

Whereas, Section VIII of the SACD, Part 111, Hazardous Waste Management, of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.11101 *et seq.* (Part 111), and administrative rule R 299.9703 promulgated pursuant to Part 111 require that DCP must provide and maintain financial assurance for completion of the Part 111 closure activities specified in the EGLE-approved Closure Plan and Closure Cost Estimate required by Paragraph 5.2 of the SACD; and

Whereas, DCP as the grantor of the escrow (Grantor) has established an escrow account at JP Morgan Chase with Account Number 762030109 (Escrow) through Melo USA, P.C. (Escrow Agent) to meet its financial assurance obligations specified in the First Amended Consent Decree; and

Whereas, DCP will use the Escrow to meet its financial assurance obligations specified in the SACD; and

Whereas, EGLE approves the Escrow Agent and the Escrow proposed by DCP; and

Whereas, all amounts previously deposited into Escrow and hereafter deposited into Escrow shall be governed by this Escrow Agreement; and

Whereas, the Escrow Agent is willing to act as and continue to act as the Escrow Agent.

NOW, THEREFORE, DCP, EGLE and the Escrow Agent agree as follows:

I. DEFINITIONS

"Beneficiary" or "EGLE" means the Michigan Department of Environment, Great Lakes, and Energy, or any successor department or agency, and the EGLE Director's designees or authorized representatives.

"Closure Plan" means the EGLE-approved Closure Plan and Closure Cost Estimate required by Paragraph 5.2 of the SACD, and any subsequent amendments or modifications to the Closure Plan, if approved by EGLE.

"Escrow Agent" means the escrow agent who enters this Escrow Agreement and any successor or assigns of the Escrow Agent.

"Escrow Agreement" means this Escrow Agreement executed between DCP, the Escrow Agent, and EGLE.

"Escrow Assets" means the assets in the Fund, which shall consist of cash and/or direct obligations of the United States of America (U.S.A.) or the State of Michigan, or obligations for which the principal and interest are unconditionally guaranteed by the U.S.A. or the State of Michigan, or certificates of deposit of any financial institution to the extent insured by an agency of the United States Government.

"Fiduciary" means any person who exercises any power of control, management, or disposition, or renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of this Escrow, or has any authority or responsibility to do so, or who has any authority or responsibility in the administration of this Escrow.

"Fund" or "Escrow" means the account by which deposits and earnings are maintained that is established and maintained to fulfill the FAM requirements of the SACD.

"Grantor" means DCP, and any successors or assigns of DCP. DCP shall hereinafter be referred to "Grantor".

All terms used in this Escrow Agreement that are defined in the SACD shall have the same meaning as in the SACD.

II. AMOUNT OF ESCROW FUND

The Grantor shall provide financial assurance in the form of an Escrow as required by Section VIII (Financial Assurance) of the SACD. The Grantor shall pay $100,000 into the Escrow on March 31, 2026, and annually thereafter by March 31, pay an additional $100,000 until no longer required to make the payment according to the terms of the SACD. If the Grantor chooses to request and is granted a one-time disbursement from the Escrow under Paragraph 8.3 of the SACD, the Grantor shall also make the additional annual payment required under Paragraph 8.3 of the SACD. This additional annual payment is a reimbursement of the one-time disbursement and shall be completed within ten years, beginning with the first reimbursement payment due on September 30, 2026.

III. NOTICES

All communications required or permitted hereunder shall be delivered to recipient(s) in writing and addressed as follows:

(A) For Escrow Agent:
Melo USA, P.C. ATTN: Jeff Ellis
2155 Butterfield Drive, Suite 190
Troy, Michigan 48084
Telephone No.: 248-643-4545
Fax No.: 248-643-7392

(B) For the Beneficiary:

(1) For questions regarding invoice reimbursement, escrow review and/or financial issues relating to response activities or any postclosure plan:

Lyndsey Bleech, Enforcement Coordinator
Compliance and Enforcement Section
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes, and Energy
P.O. Box 30426
Lansing, Michigan 48909-7926
Email: BleechL@Michigan.gov
Telephone No.: 517-285-4527

(2) For questions regarding invoice reimbursement, escrow review and/or financial issues relating to any hazardous waste closure plans:

Alexandra Clark
Enforcement Section Manager
Materials Management Division
Michigan Department of Environment, Great Lakes, and Energy
525 West Allegan, 1st Floor, South Tower
Lansing, Michigan 48933
Email: ClarkA37@Michigan.gov
Phone: 248-752-2740

(3) For payments sent to the Beneficiary:

Accounting Services Center
Cashier's Office for EGLE
P.O. Box 30657
Lansing, Michigan 48909-8157

(Via Courier)

Accounting Services Center
Cashier's Office for EGLE
Van Wagoner Building, 1st Floor
425 West Ottawa Street
Lansing, Michigan 48933-2125

(C) For Grantor:

Diamond Chrome Plating, Inc.
ATTN: Jerry Chinn
604 South Michigan Avenue
P.O. Box 557
Howell, Michigan 48844
Telephone No.: 517-546-0150
Fax No.: 517-546-3666

Copy to:
Todd C. Fracassi, Partner
Troutman Pepper Hamilton Sanders LLP
4000 Town Center, Ste. 1800
Southfield, Michigan 48075
Todd.Fracassi@Troutman.com
Telephone No.: 248-359-7304
Fax No.: 248-359-7700

The Facility name, Ingham County Circuit Court Number, and Facility location ID No. 47000202 shall be included on any notices sent to the Beneficiary.

IV. ESTABLISHMENT OF FUND

The Grantor and the Escrow Agent hereby establish the Fund for the use and benefit of the Beneficiary and the Grantor with the intent to fulfill the requirements of Section VIII in the SACD for Grantor to provide and maintain financial assurance for completion of the Part 111 closure activities specified in the Beneficiary-approved Closure Plan and Closure Cost Estimate required by Paragraph 5.2 of the SACD; and the Long-Term Remedial Action Costs, as defined by Paragraph 4.12 of the SACD, in a mechanism or mechanisms acceptable to the Beneficiary to assure the performance and effectiveness and integrity of the Grantor's Remedial Actions under the SACD. The Fund is established initially as consisting of the Escrow Assets described in Exhibit A of this Escrow Agreement, all of which are acceptable to the Escrow Agent. Such Escrow Assets and any other assets subsequently transferred to the Escrow Agent, together with all earnings and profits thereon, less any payments or distributions made by the Escrow Agent pursuant to this Escrow Agreement, are collectively referred to as the Fund. The Escrow will be held by the Escrow Agent, as hereinafter provided. The Escrow Agent undertakes no responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments required to be made by the Grantor. The Escrow Agent shall notify the Beneficiary in writing of contributions made to the Escrow by the Grantor.

V. SECURE PERFORMANCE

The Fund so established will be used to meet Grantor's financial assurance obligations as set forth in the SACD, and shall be used to pay the Beneficiary for the Beneficiary's 1) implementation of response activities required under the SACD, and 2) monitoring, operation and maintenance, oversight, and other costs determined by the Beneficiary under Part 111 of the NREPA, administrative rule R 299.9703 promulgated pursuant to Part 111 of the NREPA, and MCL 324.20114d(4)(b) to be necessary to assure the effectiveness and integrity of the Part 111 closure activities specified in the Beneficiary-approved Closure Plan and Closure Cost Estimate required by Paragraph 5.2(j) of the SACD and Long-Term Remedial Actions required by the SACD. The Fund shall also be used to pay the Grantor for its reimbursement for legitimate expenses incurred in carrying out the Closure Plan required under Paragraph 5.2 of the SACD.

The Beneficiary may access the funds in the Escrow to conduct response activities if the Grantor fails to meet any of the deadlines set forth in Paragraphs 6.6, 6.7, 6.8, or 6.9 of the SACD, fails to perform any response activities necessary to assure the effectiveness and integrity of the Grantor's selected remedial action, or fails to implement any portion of the Closure Plan following the Beneficiary's issuance of a Violation Notice letter alleging that the Grantor has failed to perform closure in accordance with the Closure Plan when required to do so.

If at any time Grantor demonstrates that the funds held in the Escrow exceed those required for Part 111 closure activities specified in the Closure Plan and Long-Term Remedial Actions required by the SACD, and meet the necessary financial assurance requirements of Part 111 of the NREPA and administrative rule R 299.9703 and as set forth in Section VIII of the SACD, Grantor may request reimbursement of the excess funds upon receipt of the Beneficiary's approval of the request.

Upon the Escrow Agent receiving written approval from the Beneficiary, Grantor may access the funds in the Escrow to obtain reimbursement for legitimate expenses incurred in carrying out the Closure Plan required under Paragraph 5.2 of the SACD; or for the Escrow disbursement allowed under Paragraph 8.3 as approved by the Beneficiary.

If either party is entitled to reimbursement from the Fund, that party will deliver written notice to the Escrow Agent and simultaneously to the other party. The notice from the Grantor shall include its request to Beneficiary for reimbursement and Beneficiary's written approval of the reimbursement. If neither the Beneficiary nor the Grantor deliver a written objection to the Escrow Agent within thirty (30) days of actual receipt of the notice, the Escrow Agent shall disburse the requested funds. All notices of request for disbursement, except for the Escrow Agent's fee which is to be paid to the Escrow Agent directly by the Grantor, are to be made by the requesting party to the Escrow Agent with a copy sent to the other party. The Escrow Agent shall remit payment within thirty (30) days of receipt of the notice. If either party delivers a timely objection to the Escrow Agent, the Escrow Agent will withhold payment until 1) the Escrow Agent receives written instructions mutually agreed to by the Beneficiary and the Grantor, or 2) a court or arbitrator having jurisdiction orders reimbursement and any applicable appeals process has concluded.

In the event Grantor elects to change its FAM pursuant to Section 8.2 of the SACD and Beneficiary approves such change, Escrow Agent shall immediately release all or a portion of the Funds as directed in writing by the Grantor and the Beneficiary based on the approved structure of the revised FAM.

Funds disbursed to the Beneficiary under this Paragraph shall be delivered to the address indicated in Subsection (B)(3) of Section III (Notices). Funds disbursed to Grantor under this Paragraph shall be delivered to the address indicated in Subsection (C) of Section III.

VI. PAYMENTS COMPRISING THE FUND

The Escrow Assets placed with the Escrow Agent by the Grantor shall consist of cash and/or direct obligations of the U.S.A. or the State of Michigan, or obligations for which the principal and interest are unconditionally guaranteed by the U.S.A. or the State of Michigan, or certificates of deposit of any financial institution to the extent insured by an agency of the United States Government.

VII. ESCROW AGENT MANAGEMENT

The Escrow Agent shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with prudent investment guidelines. In investing, reinvesting, exchanging, selling, and managing the Fund, the Escrow Agent or any other fiduciary will discharge its duties with respect to the Fund solely in the interest of the participants and the Beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar

with such matter, would use in the conduct of an enterprise of like character and with like aims, except that:

(A) Securities or other obligations of the Grantor or any other owner or operator of the Facility, or any of their affiliates as defined in the Investment Companies and Advisors Act of 1940, as amended, 15 U.S.C. Section 80a-2(a), shall not be acquired or held on behalf of the Fund unless they are securities or other obligations of the U.S.A. or the State of Michigan;

(B) The Escrow Agent is authorized to invest the Fund in time or demand deposits of the Escrow Agent or any other financial institution to the extent such Escrow Assets are insured by an agency of the United States Government and to the extent such time and demand deposits shall mature not later than one (1) year from the date of the investment;

(C) The Escrow Agent is authorized to hold cash while awaiting investment or investment distribution for a reasonable time and without liability for the payment of interest thereon.

VIII. COMMINGLING AND INVESTMENTS

The Escrow Agent is expressly authorized in its discretion and in accordance with the terms of this Escrow Agreement to transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective fund created by the Escrow Agent in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other escrows participating therein so long as such management does not conflict with the requirements of this Fund. To the extent of the equitable share of the Fund in any such commingled fund, such commingled funds will be part of the Fund.

IX. EXPRESS POWERS OF ESCROW AGENT

Without in any way limiting the powers and discretions conferred upon the Escrow Agent by the other provisions of this Escrow Agreement or by law, the Escrow Agent is expressly authorized and empowered:

(A) To make, execute, acknowledge, and deliver any and all documents of transfers and conveyances and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(B) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Escrow Agent will at all times show that all such securities are part of the Fund;

(C) To deposit any cash in the Fund maintained in interest-bearing accounts or saving certificates issued by the Escrow Agent, in its separate corporate capacity, or in any other banking institution affiliated with the Escrow Agent, to the extent insured by an agency of the U.S.A. Government;

(D) To sell, exchange, convey, transfer, or otherwise dispose of any other property held on behalf of the Fund, by public or private sale. No person dealing with the Escrow Agent shall be bound to see the application of the purchase money or to inquire onto the validity of expediency of any such sale or other disposition; and

(E) To comprise or otherwise adjust all claims in favor of or against the Fund.

X. TAXES AND EXPENSES

All taxes of any kind that may be assessed or levied against or in respect to the Fund and monthly maintenance fee (such fee shall include any necessary advice of counsel) incurred by the Escrow Agent or Fund will be paid directly by the Grantor.

XI. ACCOUNTING FOR THE FUND

The Escrow Agent shall annually, no more than sixty (60) days after the anniversary date of establishment of the Fund; furnish to the Grantor and the Beneficiary a written statement of the current value of the Fund. Any securities in the Fund shall be valued at market value as of no more than sixty (60) days prior to the anniversary date established for the Fund.

The accounting shall show in reasonable detail the following:

(A) The total funds deposited into the Fund;

(B) Accrued earnings on the funds deposited into the Fund;

(C) The amount of the funds that have been paid out of the Fund; and

(D) The remaining balance of the Fund.

XII. ADVICE OF COUNSEL

The Escrow Agent may from time to time consult with its own counsel with respect to any questions arising as to the construction of this Escrow Agreement or any action to be taken hereunder. The Escrow Agent shall be fully protected, to the extent permitted by law, in acting upon the advice of its own counsel.

XIII. ESCROW AGENT COMPENSATION

The Escrow Agent will be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor. Payment shall be made directly by the Grantor and not from the Fund.

XIV. SUCCESSOR ESCROW AGENT

The Escrow Agent may be removed upon providing ninety (90) days written notice to the Escrow Agent from the Beneficiary or the Grantor. The Escrow Agent may resign after giving ninety (90) days written notice to the Grantor and the Beneficiary. In either event, upon written concurrence of the Beneficiary, the Grantor will appoint a successor Escrow Agent who will have the same powers and duties as those conferred upon the Escrow Agent hereunder. Upon acceptance of the appointment of a successor Escrow Agent by the Beneficiary, the successor Escrow Agent, the Beneficiary and the Grantor will sign a new Escrow Agreement with identical terms as this Escrow Agreement and forward it to the Beneficiary and the Grantor for signature. Upon receiving the Beneficiary's and the Grantor's signature, the Escrow Agent will assign, transfer, and pay over to the successor Escrow Agent, the funds then constituting the Fund. If for any reason the Grantor or the Beneficiary cannot or does not act in the event of the resignation of the Escrow Agent, the Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent or for instructions. The successor Escrow Agent shall notify the Beneficiary, the Grantor, and the present Escrow Agent in writing by certified mail of the date upon which it will assume administration of the Fund at least ten (10) days before such change becomes effective. Any expenses incurred by the Escrow Agent as a result of any of the actions performed under this Section will be paid as provided in Section X (Taxes and Expenses).

XV. INSTRUCTIONS TO THE ESCROW AGENT

All orders, requests, and instructions by the Grantor or the Beneficiary to the Escrow Agent will be in writing and signed by the Grantor's authorized representative or the Beneficiary's authorized representative (in accordance with EGLE delegation authority). The Escrow Agent shall act and, in so acting, will be fully protected if acting in accordance with such orders, requests, and instructions. The Escrow Agent will have no duty to act in the absence of such orders, requests, and instructions, except as provided for herein.

XVI. AMENDMENT OF THE ESCROW AGREEMENT

This Escrow Agreement may be amended by an instrument in writing executed by the Escrow Agent, Grantor, and the Beneficiary; or by the Escrow Agent and the Beneficiary if the Grantor ceases to exist.

XVII. IRREVOCABILITY AND TERMINATION

Subject to the right of the parties to amend this Escrow Agreement as provided in Sections XIV (Successor Escrow Agent) and XVI (Amendment of the Escrow Agreement), this Fund will be irrevocable and continue until terminated by the written notification of the Beneficiary.

If the Escrow Agreement is terminated for any reason, the Escrow Amount shall be transferred as directed in writing by the Grantor and the Beneficiary, or the authorized representatives of the Grantor and Beneficiary.

The Escrow Agreement shall be terminated when the Escrow Agent receives written notice from the Grantor and the Beneficiary, or the authorized representatives of the Grantor and Beneficiary, that the Fund is no longer necessary.

XVIII. IMMUNITY AND INDEMNIFICATION

The Escrow Agent will not incur personal liability of any nature in connection with any act or omission made in good faith in the administration of this Fund, or in carrying out any directions by the Grantor or the Beneficiary issued in accordance with this Escrow Agreement.

The Escrow Agent will be indemnified and saved harmless by the Grantor, from and against any personal liability to which the Escrow Agent may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense.

XIX. CHOICE OF LAW

This Escrow Agreement will be administered, construed, and enforced according to the laws of the State of Michigan.

XX. INTERPRETATION

As used in this Escrow Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this Escrow Agreement will not affect the interpretation or the legal efficacy of this Escrow Agreement.

The parties herein enter into and duly execute this Escrow Agreement. The effective date of this Escrow Agreement shall be the date it is entered by the last signatory.

[remainder of page left intentionally blank]

FOR DIAMOND CHROME PLATING, INC., THE GRANTOR

By: Jerry Chinn 8-16-24
Signature Date

Name: Jerry Chinn
Print or Type

Title: President – Owner
Print or Type

STATE OF Michigan)
) SS
COUNTY OF Livingston)

The foregoing instrument was acknowledged before me this 16 day of August, 2024), by Jerry Chinn, the President of Diamond Chrome Plating, Inc., a Connecticut corporation, on behalf of the corporation, the Grantor named in the foregoing instrument.

RICHARD ALLAN
Notary Public, State of Michigan
County of Livingston
My Commission Expires Jun. 25, 2025
Acting in the County of Livingston

Signature of Notary

Commission Expires: 06/25/2029

FOR MELO USA, P.C., THE ESCROW AGENT

THE ESCROW AGENT

By: Jeffrey Ellis — Signature
8/20/2024 — Date

Name: Jeffrey Ellis — Print or Type

Title: Escrow Agent — Print or Type

STATE OF Michigan)
) SS
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 20TH day of August, 2024), by Jeff Ellis, of Melo USA, P.C., a Michigan professional corporation, on behalf of the corporation, the Escrow Agent named in the foregoing instrument.

Signature of Notary

MICHAEL KRANE
Notary Public - State of Michigan
County of Oakland
My Commission Expires May 10, 2030
Acting in the County of Oakland

Commission Expires: May 10, 2030

FOR THE MATERIALS MANAGEMENT DIVISION OF THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY, THE BENEFICIARY

By: Elizabeth M. Browne
Signature

August 22, 2024
Date

Name: Elizabeth M. Browne
Print or Type

Title: Materials Management Division Director, EGLE
Print or Type

STATE OF Michigan)
) SS
COUNTY OF Ingham)

The foregoing instrument was acknowledged before me this 22nd day of August, 2024), by Elizabeth Browne, the Director of EGLE's Materials Management Division on behalf of the Beneficiary named in the foregoing instrument.

Sueann Marie Murphy
Signature of Notary

Commission Expires: March 5, 2026

SUEANN MARIE MURPHY
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MONTCALM
My Commission Expires March 5, 2026
Acting in the County of Ingham

FOR THE REMEDIATION AND REDEVELOPMENT DIVISION OF THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY, THE BENEFICIARY

By: Mike Neller 8/22/2024
Signature Date

Name: MIKE NELLER
Print or Type

Title: DIRECTOR REMEDIATION & REDEVELOPMENT DIVISION
Print or Type

STATE OF Michigan)
) SS
COUNTY OF Shiawassee)

The foregoing instrument was acknowledged before me this 22nd day of August, 2024), by Mike Neller, the Director of EGLE's Remediation and Redevelopment Division on behalf of the Beneficiary named in the foregoing instrument.

SUSAN MARIE BISHOP
NOTARY PUBLIC
COUNTY OF SHIAWASSEE
My Commission Expires
January 22, 2026
Acting in the County of Ingham
STATE OF MICHIGAN

Susan Marie Bishop
Signature of Notary

Commission Expires: 1-22-2026

EXHIBIT A

Escrow Assets

The Escrow Fund is established initially as consisting of the following:

A nine hundred thousand, four hundred forty-seven dollars and twenty cents cash deposit or wire transfer into an interest-bearing account with JP Morgan Chase.

By their signatures below, the parties agree that this Exhibit A is incorporated into and made a part of the Escrow Agreement dated _____.

FOR DIAMOND CHROME PLATING, THE GRANTOR

By: Terry Chinn (Signature) 8-16-24 (Date)

Name: Terry Chinn (Print or Type)

Title: President - Owner (Print or Type)

FOR MELO USA, P.C., A MICHIGAN PROFESSIONAL CORPORATION, THE ESCROW AGENT

By: _____ (Signature) 8/20/2024 (Date)

Name: Jeffrey Ellis (Print or Type)

Title: Escrow Agent (Print or Type)

FOR THE MATERIALS MANAGEMENT DIVISION OF THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY, THE BENEFICIARY

By: Elizabeth M. Browne (Signature) August 22, 2024 (Date)

Name: Elizabeth M. Browne (Print or Type)

Title: Materials Management Divsion Director, EGLE (Print or Type)

FOR THE REMEDIATION AND REDEVELOPMENT DIVISION OF THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY, THE BENEFICIARY

By: Mike Neller — Signature

8/22/2024 — Date

Name: MIKE NELLER — Print or Type

Title: DIRECTOR, REMEDIATION & REDEVELOPMENT DIVISION — Print or Type