

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY**

In the Matter of:

Clippert Sunshine Center, LLC  
Sunshine Cleaners  
402 North Homer Street  
Lansing, MI 48912

EGL E Reference No. AOC-RRD-24-001

Issued pursuant to Section 20134(1) of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

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**ADMINISTRATIVE ORDER BY CONSENT  
FOR PAYMENT OF PAST AND FUTURE RESPONSE ACTIVITY COSTS**

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**CONTENTS**

I. JURISDICTION .....2

II. PARTIES BOUND.....2

III. STATEMENT OF PURPOSE.....3

IV. DEFINITIONS .....3

V. FINDINGS OF FACT AND DETERMINATIONS .....4

VI. PAYMENT OF RESPONSE ACTIVITY COSTS .....5

VII. PROJECT MANAGERS AND COMMUNICATIONS/NOTICES.....7

VIII. COVENANTS NOT TO SUE BY THE STATE.....8

IX. COVENANT NOT TO SUE BY RESPONDENT.....8

X. RESERVATION OF RIGHTS BY THE STATE AND RESPONDENT.....8

XI. MODIFICATIONS .....9

XII. TERMINATION .....10

XIII. SEPARATE DOCUMENTS .....10

XIV. SEVERABILITY .....10

Attachment A – Property Legal Description

## I. JURISDICTION

1.1 This Administrative Order by Consent (Order) is entered into voluntarily by and between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), and the Michigan Department of Attorney General (MDAG) (collectively, the State), and Clippert Sunshine Center, LLC (Respondent), pursuant to the authority vested in the MDAG and EGLE by law, including Part 201, Environmental Remediation (Part 201), of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.*

1.2 This Order is a settlement between the State and Respondent for the State's past and future response activity costs which were incurred, and will continue to be incurred, by the State in responding to the release or threat of release of hazardous substances at and emanating from the Sunshine Cleaners property located at 402 North Homer Street, Lansing, Michigan (Property).

1.3 Pursuant to Part 201, the State has incurred and will continue to incur costs in responding to the release or threat of release of hazardous substances at the Facility. Pursuant to MCL 324.20126a(1)(a), a person who is liable under MCL 324.20126 is liable for all response activity costs lawfully incurred by the State. Respondent desires to resolve all claims for past and future response activity costs, which the state has incurred, and will continue to incur, for the response activities at the Facility. Settlement of this claim is in the public interest and will minimize litigation.

1.4 The execution of this Order by Respondent is neither an admission or denial of liability with respect to any issue covered under this Order nor an admission or denial of any findings of fact or legal determinations stated or implied herein.

## II. PARTIES BOUND

2.1 This Order shall apply to and be binding upon Respondent and the State and their successors. Any change in ownership, corporate, or legal status of Respondent including, but not limited to, any transfer of assets, or of real or personal property, shall in no way alter Respondent's responsibilities under this Order. Respondent must comply with the requirements of Section 20116 of Part 201 and this Order.

2.2 The signatories to this Order certify that they are authorized to execute this Order and to legally bind the parties they represent.

### **III. STATEMENT OF PURPOSE**

3.1 In entering this Order, it is the mutual intent of the Parties that Respondent will submit payment to the State for past and future response activity costs which the State has incurred, and will continue to incur, in responding to the release or threat of release of hazardous substances at and emanating from the Property.

### **IV. DEFINITIONS**

4.1 “Day” means a calendar day.

4.2 “Effective Date” means the date that the Remediation and Redevelopment Division Assistant Director signs this Order.

4.3 “Facility” means any portion of the Property and any area, place, parcel or parcels of property, or a portion of a parcel of property where hazardous substance originating from the Property in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use, has been released, deposited, disposed of, or otherwise comes to be located.

4.4 “EGLE” means the Michigan Department of Environment, Great Lakes, and Energy, its successor entities, and those authorized persons or entities acting on its behalf.

4.5 “MDAG” means the Michigan Department of Attorney General.

4.6 “Part 201” means Part 201, Environmental Remediation, of the NREPA, MCL 324.20101 *et seq.*, criteria developed pursuant to MCL 324.20120a, and the Part 201 Administrative Rules.

4.7 “Party” means Respondent or MDAG or EGLE. “Parties” means Respondent and MDAG and EGLE.

4.8 “Property” means the Sunshine Cleaners property located at 402 North Homer Street, Lansing, Ingham County, Michigan, legally described in Attachment A.

4.9 “RRD” means the Remediation and Redevelopment Division of EGLE and its successor entities.

4.10 “Respondent” means Clippert Sunshine Center, LLC, its successors, and any authorized representatives acting on its behalf.

4.11 “State” or “State of Michigan” means MDAG and EGLE, and any authorized representatives acting on their behalf.

4.12 Unless otherwise stated herein, all other terms used in this Order, which are defined in Part 3, Definitions, of the NREPA, MCL 324.301, or Part 201, shall have the same meaning in this Order as in Part 3 and Part 201.

## **V. FINDINGS OF FACT AND DETERMINATIONS**

The State makes the following Findings of Fact:

5.1 Historically, the Property was used for laundry and dry-cleaning business operations. Releases or threatened releases of hazardous substances creating a Facility have resulted from the handling and disposal practices during operations at the Property. A floor drain and an above ground storage tank (AST), formerly used to store tetrachloroethylene (PCE), were identified on the Property. In 1994 Respondent purchased the Property. Numerous phases of investigation have identified soil, groundwater and soil gas contaminated with chlorinated compounds. The full extent of contamination has not been determined.

5.2 Respondent performed response activities to address the Facility from 2016 until 2019 when Respondent sold the Property. These response activities included monitoring the groundwater contamination plume on the Property and on adjacent properties, as well as installation of a vapor mitigation system in the building located on the Property.

5.3 In 2019 a Baseline Environmental Assessment (BEA) was submitted for the Property. Soil vapor sampling results from this BEA revealed concentrations of PCE and

trichloroethylene (TCE) exceeding volatilization to indoor air screening levels. Soil sampling results revealed concentrations of PCE, TCE, and cis-1,2-dichloroethylene (cis-1,2-DCE) exceeding volatilization to indoor air screening levels, and concentrations of PCE and TCE exceeding residential and non-residential drinking water protection criteria.

5.4 In February 2020, the owner of the property immediately adjacent to the north of the Property submitted a BEA. This BEA identified that soil, groundwater, and soil gas on the property immediately adjacent to the north of the Property were impacted by hazardous substances likely originating from the releases at the Property.

5.5 In a letter dated May 17, 2023, from Respondent to EGLE, Respondent requested an ability to pay analysis. The ability to pay analysis conducted by EGLE found that Respondent has no ability to pay for the costs of response activities to address the facility. In the May 17, 2023, letter, Respondent also expressed interest in entering into an agreement between EGLE and Respondent inclusive of a covenant not to sue for past and future response activity costs in exchange for the payment of twenty-five thousand dollars (\$25,000) made by Respondent to EGLE.

5.6 The State has determined, in accordance with MCL 324.20134(1), that entry of this Order is in the public interest; minimizes litigation; and expedites the performance of effective response activities to protect public health, safety, or welfare, or the environment at the Facility.

## **VI. PAYMENT OF RESPONSE ACTIVITY COSTS**

Based upon the findings of fact and determinations, the State orders, and Respondent hereby agrees, to the following:

6.1 Within thirty (30) days of the Effective Date of this Order, Respondent shall pay to EGLE the sum of \$25,000 to resolve all State claims for past and future response activity costs at the Facility. For the purposes of this Order, the term “past response activity costs” means response activity costs that the State has incurred for conducting response activities at the Facility and paid for prior to the Effective Date of this Order and the term “future response

activity costs” means response activity costs that the State will incur for conducting response activities at the Facility after the Effective Date of this Order.

6.2 Payment is to be made by certified check payable to the “State of Michigan – Environmental Response Fund.” To ensure proper credit, payment made pursuant to this Order shall reference Clippert Sunshine Center, LLC, EGLE Reference No. AOC-RRD-24-001, and Settlement ID Number RRD50165.

6.3 Payment made pursuant to this Order shall be delivered to:

- Via Certified Mail

Michigan Department of Environment, Great Lakes, and Energy  
Cashier’s Office  
P.O. Box 30657  
Lansing, Michigan 48909-8157

OR

- Via Courier

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

6.4 Costs recovered pursuant to this Order shall be deposited in the Environmental Response Fund in accordance with the provisions of MCL 324.20108(3). To ensure that this Order is implemented in accordance with the intent of the State and Respondent and in the public interest, the State and Respondent agree that the costs recovered pursuant to Paragraph 6.1 of this Order shall (1) be designated by EGLE as authorized in Section 20108(3) of Part 201 for use specifically at the Property, and (2) only be used to perform response

activities at the Property unless EGLE determines funds are not necessary after 10 years, then the funds can be released to the Environmental Response Fund as unrestricted.

6.5 A copy of the transmittal letter and the check shall be provided simultaneously to the EGLE Project Manager at the address listed in Section VII (Project Managers and Communications/Notices) of this Order.

6.6. If Respondent fails to comply with Paragraph 6.1, the Respondent also shall pay EGLE interest on those unreimbursed costs at the rate specified in MCL 324.21323b(3). If Respondent's payment is more than thirty (30) days past due, Respondent also shall pay EGLE stipulated penalties of \$500.00 per day for every day of its noncompliance with Paragraph 6.1 of this Order.

## **VII. PROJECT MANAGERS AND COMMUNICATIONS/NOTICES**

7.1 Each Party shall designate one or more Project Managers. Whenever communications between the Parties is needed, such communications shall be directed to the designated Project Managers at the address listed below. If any Party changes its designated Project Manager, the name, address, and telephone number of the successor shall be provided to the other Party, in writing, as soon as practicable. The Project Manager for each party shall have primary responsibility for overseeing the requirements specified in this Order for Respondent.

A. As to EGLE:

Kim Sakowski, Project Manager  
Lansing District Office  
Remediation and Redevelopment Division  
Michigan Department of Environment, Great Lakes, and Energy  
525 West Allegan Street  
Lansing, Michigan 48909-7973  
P.O. Box 30473  
Phone: 517-582-2219  
E-mail Address: SakowskiK@Michigan.gov

B. As to Respondent:

Ronald Kirkpatrick  
Managing Member  
Clippert Sunshine Center LLC  
405 South Center Street



Gaylord, Michigan 49735  
Phone: 989-370-0173  
E-mail Address: Ron@Gaylordlaw.com

### **VIII. COVENANTS NOT TO SUE BY THE STATE**

8.1 In consideration of the payment to be made by Respondent under the terms of this Order, except as otherwise provided in this Order, the State covenants not to sue or to take further administrative action against the Respondent for past and future response activity costs at the Facility. With respect to Respondent's liability for response activity costs, the covenant not to sue shall take effect upon EGLE's receipt of full payment as identified in Paragraph 6.1 of this Order from Respondent. The covenant not to sue applies only to the response activity costs defined in Paragraph 6.1 of this Order and shall not be construed as a release of any other liability for the Facility that Respondent may have. The covenant not to sue extends only to Respondent and does not extend to any other person.

### **IX. COVENANTS NOT TO SUE BY RESPONDENT**

9.1 Respondent 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 Order, including, but not limited to, any direct or indirect claim for reimbursement from the Cleanup and Redevelopment Fund pursuant to MCL 324.20119(5) or any other provision of law.

### **X. RESERVATION OF RIGHTS BY THE STATE AND RESPONDENT**

10.1 Nothing in this Order shall be construed as releasing or discharging any liability of any persons to Respondent and Respondent specifically reserves its rights against such persons.

10.2 Respondent agrees that all applicable statutes of limitation are tolled until Respondent has complied with Paragraph 6.1 of this Order.

10.2 The State reserves all of its rights under state and federal law to perform response activities and to take enforcement action, including action to seek injunctive relief, the recovery of response activity costs not addressed by this Order, the recovery of natural resource damages

and costs incurred to assess natural resource damages, monetary penalties, punitive damages for any violation of law or this Order, liability for criminal acts, and any issue addressed in MCL 324.20132(6) as it relates to unknown conditions at or emanating from the Property. The State expressly reserves all of its rights and defenses pursuant to any available legal authority to enforce this Order.

10.3 Nothing in this Order shall limit the power and authority of EGLE or the State of Michigan, pursuant to MCL 324.20119 and MCL 324.20137 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.

10.4 Pursuant to MCL 324.20129(5), and to the extent provided in Section VIII (Covenants not to Sue by the State) of this Order, Respondent shall not be liable for claims for contribution for the matters addressed in Section VIII (Covenants not to Sue by the State) of this Order. Entry of this Order does not discharge the liability of any other person that may be liable under MCL 324.20126 or Sections 107 and 113 of the CERCLA, 42 U.S.C. Sections 9607 and 9613, to the extent allowable by law. Pursuant to MCL 324.20129(9), any action by Respondent for contribution from any person not a party to this Order shall be subordinate to the rights of the State if the State files an action pursuant to Part 201 or other applicable federal or state law.

## **XI. MODIFICATIONS**

11.1 The Parties may only modify this Order according to the terms of this Section. The modification by Respondent of any payment or schedule required by this Order may be made only upon written approval from the EGLE Remediation and Redevelopment Division (RRD) Assistant Director.

11.2 Modification of any other provision of this Order shall be made only by written agreement between Respondent's Project Manager, the EGLE RRD Assistant Director, or his or her authorized representative, and the designated representative of the MDAG.

## **XII. TERMINATION**

12.1 This Order shall terminate upon EGLE's receipt of full payment from Respondent as specified in Paragraph 6.1 of this Order, except Section VIII (Covenants not to Sue by the State) and Section IX (Covenants not to Sue by Respondent) of this Order shall survive.

## **XIII. SEPARATE DOCUMENTS**

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

## **XIV. SEVERABILITY**

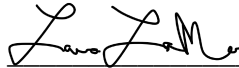
14.1 The provisions of this Order shall be severable. If a court of competent jurisdiction declares that any provision of this Order is inconsistent with state or federal law and therefore unenforceable, the remaining provisions of this Order shall remain in full force and effect.

IT IS SO AGREED AND ORDERED BY:



\_\_\_\_\_  
Joshua Mosher, Assistant Director  
Remediation and Redevelopment Division  
Michigan Department of Environment, Great Lakes, and Energy

\_\_\_\_\_  
05/01/2024  
Date



\_\_\_\_\_  
/s/ Laura LaMore P79943 (w/ permission of Danielle Allison-Yokom)  
Danielle Allison-Yokom (P70950)  
Assistant Attorney General  
Environment, Natural Resources and Agriculture Division  
Michigan Department of Attorney General

\_\_\_\_\_  
4/30/2024  
Date

IT IS SO AGREED BY:

RESPONDENT CLIPPERT SUNSHINE CENTER, INC.

\_\_\_\_\_  
Signature  
Ronald Kirkpatrick, Managing Member  
Clippert Sunshine Center LLC  
405 South Center Street  
Gaylord, Michigan 49735  
989-370-0173  
Ron@Gaylordlaw.com

\_\_\_\_\_  
Date

IT IS SO AGREED BY:

RESPONDENT CLIPPERT SUNSHINE CENTER, LLC

Ronald Kirkpatrick

4-12-24

Signature

Date

Ronald Kirkpatrick, Managing Member  
Clippert Sunshine Center LLC  
405 South Center Street  
Gaylord, Michigan 49735  
(989) 370-0173  
[Ron@gaylordlaw.com](mailto:Ron@gaylordlaw.com)

### **Property Legal Description**

Lots 96, 97, 98 and 99 AND that part of Lot 95 lying North of a line beginning at the Southeast corner of Lot 35; thence North 10.7 feet, more or less, along the East Lot line to a point 25.3 feet South from the Northeast corner of Lot 35; thence Northwesterly to a point 22.7 feet South along the West line from the Northwest corner of lot 95; Alamo Heights, Lansing Township, Ingham County, Michigan, as recorded in Liber 5 of Plats, Page 8.